



**AGENDA
CITY OF CEDAR FALLS, IOWA
CITY COUNCIL MEETING
MONDAY, OCTOBER 21, 2019
7:00 PM AT CITY HALL**

Call to Order by the Mayor

Roll Call

Approval of Minutes

1. Regular Meeting of October 7, 2019.

Agenda Revisions

Special Order of Business

2. Public hearing on a proposed ordinance granting a partial property tax exemption to Broadstone BCI Iowa, L.L.C. for construction of an industrial use warehouse and production facility at 2900 Capital Way.
 - a) Receive and file proof of publication of notice of hearing. (Notice published October 11, 2019)
 - b) Written communications filed with the City Clerk.
 - c) Oral comments.
3. Pass an ordinance granting a partial property tax exemption to Broadstone BCI Iowa, L.L.C. for construction of an industrial use warehouse and production facility at 2900 Capital Way, upon its first consideration.

Old Business

4. Pass Ordinance #2955, amending Section 26-118 of the Code of Ordinances by removing property located in the vicinity of 1700-2000 Union Road from the A-1, Agricultural District, and placing the same in the R-1, Residence District, upon its third & final consideration.
5. Pass Ordinance #2956, amending Chapter 19, Streets and Sidewalks, of the Code of Ordinances relative to monument mailboxes, upon its third & final consideration.
6. Pass Ordinance #2957, amending Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances relative to establishing a 35 miles per hour speed limit on Ridgeway Avenue from Hudson Road east to Iowa Highway 58, upon its second consideration.

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.)

7. Receive and file the Committee of the Whole minutes of October 7, 2019 relative to the following items:
 - a) Census Update.
 - b) Creekside Technology Center Master Plan.
 - c) Bills & Payroll.

- [8.](#) Receive and file the Bi-Annual Report of Community Main Street relative to FY20 Self-Supported Municipal Improvement District (SSMID) Funds and an FY20 Economic Development Grant.
- [9.](#) Receive and file the Bi-Annual Report of College Hill Partnership relative to FY20 Self-Supported Municipal Improvement District (SSMID) Funds and an FY20 Economic Development Grant.
- [10.](#) Approve the following applications for beer permits and liquor licenses:
 - a) Aldi Inc., 6322 University Avenue, Class C beer & Class B wine - renewal.
 - b) Pablo's Mexican Grill, 310 Main Street, Class B beer - renewal.
 - c) Fareway Store, 4500 South Main Street, Class E liquor - renewal.
 - d) Fleet Farm, 108 West Ridgeway Avenue, Class C beer & Class B wine - new.
 - e) Fleet Farm, 400 West Ridgeway Avenue, Class C beer & Class B wine - 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.)

- [11.](#) Resolution of support for Community Main Street, Inc., and approving and authorizing execution of a Main Street Iowa Program Agreement with Community Main Street Inc. and the Iowa Economic Development Authority for the purpose of continuing the Main Street Program in Cedar Falls.
- [12.](#) Resolution approving and authorizing execution of an Agreement for the Use of State or Local Overtime and Authorized Expense/Strategic Initiative Program for Organized Crime Drug Enforcement Task Forces (OCDETF) for FY2020.
- [13.](#) Resolution approving and authorizing execution of Supplemental Agreement No. 1 to the Professional Service Agreement with Snyder & Associates, Inc. relative to the Cedar Heights Drive Reconstruction Project-Viking Road to Greenhill Road.
- [14.](#) Resolution approving and authorizing execution of a Storm Water Maintenance and Repair Agreement with James V. Sands relative to a post-construction stormwater management plan for Lot 6 of Prairie Springs U.M.C. Minor Plat.
- [15.](#) Resolution approving and authorizing execution of Supplemental Agreement No. 10 to the Professional Service Agreement with Snyder & Associates, Inc. for 2019 Engineering Services relative to the West Viking Road Reconstruction Project-Production Drive to South Union Road.
- [16.](#) Resolution approving and authorizing execution of Supplemental Agreement No. 11 to the Professional Service Agreement with Snyder & Associates, Inc. for 2019 Engineering Services relative to Floodwall/Levee System Record Drawing Services.
- [17.](#) Resolution approving and accepting completion of public improvements in Wild Horse Ridge Fourth Addition.
- [18.](#) Resolution approving a Central Business District Overlay Zoning District site plan for façade improvements at 116 West 4th Street.
- [19.](#) Resolution approving and authorizing execution of an Addendum to Developmental Procedures Agreement with Greenhill Estates, Inc. relative to public improvements in the vicinity of the Greenhill Road and Coneflower Parkway intersection.
- [20.](#) Resolution approving the final plat of Wild Horse Ridge Fourth Addition.
- [21.](#) Resolution approving the preliminary plat of The Pointe at Henry Farms.
- [22.](#) Resolution approving the final plat of The Pointe at Henry Farms.
- [23.](#) Resolution approving and accepting a Storm Water Easement Agreement, and approving and authorizing execution of a Storm Water Maintenance and Repair Agreement with Vereit Real Estate L.P., relative to a post-construction stormwater management plan for 400 West Ridgeway Avenue.

- [24.](#) Resolution approving the Creekside Technology Center Master Plan.
- [25.](#) Resolution approving and authorizing execution of a Contract for Economic Development Website Services with Brand Acceleration, Inc.
- [26.](#) Resolution approving and authorizing execution of six Agreements for Professional Services relative to use of Community Development Block Grant (CDBG) funds, in conjunction with the FY19-20 Annual Action Plan.
- [27.](#) Resolution setting November 4, 2019 as the date of public hearing on a proposed lease with the Black Hawk County Conservation Board relative to City-owned property at 1501 East Lake Street.
- [28.](#) Resolution receiving and filing, and setting November 4, 2019 as the date of public hearing on, the proposed plans, specifications, form of contract & estimate of cost for the 2019 Sanitary Sewer Rehabilitation Project.

Allow Bills and Payroll

- 29. Allow Bills and Payroll of October 21, 2019.

City Council Referrals

City Council Updates

Executive Session

- 30. 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, following Public Forum.

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

Adjournment

**CITY HALL
CEDAR FALLS, IOWA, OCTOBER 7, 2019
REGULAR MEETING, CITY COUNCIL
MAYOR JAMES P. BROWN 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, in the City Hall at Cedar Falls, Iowa, at 7:00 P.M. on the above date. Members present: Miller, deBuhr, Blanford, Darrah, Wieland, Green. Absent: Kruse.

- 52513 - It was moved by Wieland and seconded by deBuhr that the minutes of the Regular Meeting of September 16, 2019 be approved as presented and ordered of record. Motion carried unanimously.

The Mayor then read a proclamation declaring October 11, 2019 as Day of Inclusion, and Assistant to President and Chief Diversity Officer at the University of Northern Iowa Gwenne Berry commented and invited everyone to the Economic Inclusion Summit on October 11, 2019 at the Diamond Event Center.

- 52514 - City Clerk Danielsen announced that Item 21 on the Resolution Calendar was being removed from Agenda.

- 52515 - It was moved by Darrah and seconded by Green that Ordinance #2954, amending Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances relative to 48-hour parking on city streets, 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, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried. The Mayor then declared Ordinance #2954 duly passed and adopted.

- 52516 - It was moved by Miller and seconded by Blanford that Ordinance #2955, amending Section 26-118 of the Code of Ordinances by removing property located in the vicinity of 1700-2000 Union Road from the A-1, Agricultural District, and placing the same in the R-1, Residence District, be passed upon its second consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried.

- 52517 - It was moved by Darrah and seconded by Green that Ordinance #2956, amending Chapter 19, Streets and Sidewalks, of the Code of Ordinances relative to monument mailboxes, be passed upon its second consideration. Following questions by Councilmember deBuhr and responses by City Attorney Rogers, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, Blanford, Darrah, Green. Nay: deBuhr, Wieland. Motion carried 4-2.

52518 - It was moved by Green and seconded by Miller that the following items and recommendations on the Consent Calendar be received, filed and approved:

Receive and file the Committee of the Whole minutes of September 16, 2019 relative to the following items:

- a) Wheat Pasting Murals in Cedar Falls by Fortepan Iowa.
- b) Bills & Payroll.

Receive and file Departmental Monthly Reports of August 2019.

Approve the following applications for beer permits and liquor licenses:

- a) Murphy USA, 518 Brandilynn Boulevard, Class C beer - renewal.
- b) Blue Room, 201 Main Street, Class C liquor - renewal.
- c) Chapala 2, 1704 West 1st Street, Class C liquor - renewal.
- d) Peppers Grill & Sports Pub, 620 East 18th Street, Class C liquor - renewal.
- e) SingleSpeed Brewing Co., 128 Main Street, Class C liquor & outdoor service - renewal.
- f) Casey's General Store, 601 Main Street, Class E liquor - renewal.
- g) Fareway Store, 214 North Magnolia Drive, Class E liquor - renewal.
- h) Hampton Inn & Suites, 101 West 1st Street, Class C beer & Class B wine - new.

Motion carried unanimously.

52519 - It was moved by Miller and seconded by Blanford that the following resolutions be introduced and adopted:

Resolution # 21,719, approving and authorizing execution of a Title VI Non-Discrimination Agreement with the Iowa Department of Transportation (IDOT), approving and authorizing execution of the United States Department of Transportation (USDOT) Standard Title VI/Non-Discrimination Assurances, and designating a Title VI and ADA (Americans with Disabilities Act) Coordinator for the City of Cedar Falls relative to receiving federal funding through the Iowa Department of Transportation (IDOT).

Resolution #21,720, levying a final assessment for costs incurred by the City to mow and clear vegetation on the property located at 2040 Waterloo Road.

Resolution #21,721, levying a final assessment for costs incurred by the City to mow and clear vegetation on the property located at 929 Newman Avenue.

Resolution #21,722, approving and adopting a rate of \$3.89 per \$1,000 taxable value for the Downtown Cedar Falls Self-Supported Municipal Improvement District (SSMID) for FY21.

Resolution #21,723, approving and authorizing the expenditure of funds to upgrade the City's data backup and recovery system.

Resolution #21,724, approving and authorizing the expenditure of funds for the

purchase and installation of cameras and lighting in the Downtown area.

Resolution #21,725, approving and authorizing execution of a Cooperative Agreement for Use of Swimming Pools with the Cedar Falls Community School District.

Resolution #21,726, approving and authorizing the expenditure of funds for the purchase of a bio solids transport unit.

Resolution #21,727, approving six Claims for Non-Residential Relocation Assistance Reimbursement, in conjunction with the West 1st Street Reconstruction Project.

Resolution #21,728, approving and authorizing execution of a License Agreement with Aureon Network Services relative to installing a fiber optic telecommunications system in the West 12th Street & South Division Street right-of-way.

Resolution #21,729, approving and authorizing execution of a License Agreement with Aureon Network Services relative to installing a fiber optic telecommunications system in the Magnolia Drive right-of-way.

Resolution #21,730, approving and authorizing execution of a Storm Water Maintenance and Repair Agreement with CF Gateway Business Park, Inc. relative to a post-construction stormwater management plan for property located at the northeast corner of Hudson Road and West Ridgeway Avenue.

Resolution #21,731, approving and authorizing execution of a Storm Water Maintenance and Repair Agreement with Tjaden Properties, L.L.C. relative to a post-construction stormwater management plan for Lot 16 and Tract "B", West Viking Road Industrial Park Phase IV.

Resolution #21,732, approving a Central Business District Overlay Zoning District site plan for façade improvements at 100 East 2nd Street.

Resolution #21,733, approving a Central Business District Overlay Zoning District site plan for façade improvements at 202 Main Street.

Resolution #21,734, approving a Central Business District Overlay Zoning District site plan for a commercial/residential mixed use redevelopment and façade improvements at 203/205 Main Street.

Resolution #21,735, approving final occupancy of the Holiday Inn & Bien Venu Event Center prior to the acceptance of the public improvements in Gateway Business Park at Cedar Falls I.

Resolution #21,736, setting November 4, 2019 as the date of public hearing on the City's 2018-2019 Consolidated Annual Performance and Evaluation Report (CAPER) for the Community Development Block Grant Program.

Resolution #21,737, setting October 21, 2019 as the date of public hearing on a proposed ordinance granting a partial property tax exemption to Broadstone BCI Iowa, LLC for construction of an industrial warehouse and production facility at 2900 Capital Way.

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, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried. The Mayor then declared Resolutions #21,719 through #21,737 duly passed and adopted.

- 52520 - It was moved by Blanford and seconded by deBuhr that Resolution #21,738, approving and authorizing execution of an Agreement to Purchase Parking Meter Equipment and Related Services with IPS Group, Inc., in conjunction with the implementation of recommendations from the Downtown and College Hill parking studies, be adopted. Engineer Technician Ray provided a brief project update and responded to a question by Councilmember Green. 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, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried. The Mayor then declared Resolution #21,738 duly passed and adopted.
- 52521 - It was moved by Darrah and seconded by Green that Ordinance #2957, amending Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances relative to establishing a 35 miles per hour speed limit on Ridgeway Avenue from Hudson Road east to Iowa Highway 58, be passed upon its first consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried. The Mayor then declared Ordinance #2957 duly passed and adopted.
- 52522 - It was moved by Miller and seconded by deBuhr that the bills and payroll of October 7, 2019 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, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried.
- 52523 - Northern Iowa Student Government Liaison Rebecca Aberle invited the public to attend the Mayoral and City Council Forum being held on October 10, 2019 at 5:00 P.M. in the Maucker Union on the University of Northern Iowa campus.
- 52524 - Jim Skaine, 2215 Clay Street, expressed concerns about the cost and safety of roundabouts on University Avenue.

Ed Olthoff, 1310 West 7th Street, provided cost estimates to reconstruct intersections to return University Avenue to a corridor.

Rosemary Beach, 5018 Sage Road, expressed concerns about a road condition

on Main Street, mailboxes and speed limit on South Main Street, and inquired about an extension of the bike trail on Coneflower Parkway and yurts in Cedar Falls. She also expressed appreciation for the new parking area on South Main Street and the recent additions of the Public Safety Facility, gas station and grocery store.

Penny Popp, 4805 South Main Street, expressed concerns about the effects of ex parte communications on City Council matters.

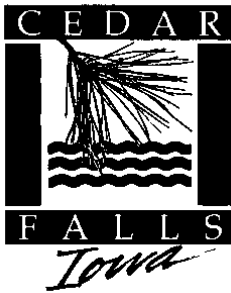
Sharon Regenold, 108 Lilliput Lane, expressed a concern about consistent application of the City's personnel policies.

Mark Miller, 2929 Waterbury Drive, commented on the benefits of the Public Safety Officer program and asked for firefighters' support of the program. Public Safety Services Director Olson responded to questions by Mr. Miller about the cost of a Compressed Air Foam (CAF) system and by Mayor Brown regarding firefighter staffing.

Councilmembers Darrah and Weiland also commented on the Public Safety Officer model, and Public Safety Services Director Olson responded to a question by Councilmember Green regarding any firefighters attending the Iowa Law Enforcement Academy.

52525 - It was moved by Wieland and seconded by Green that the meeting be adjourned at 7:50 P.M. Motion carried unanimously.

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 James P. Brown and City Council
FROM: Shane Graham, Economic Development Coordinator
DATE: October 8, 2019
SUBJECT: Broadstone BCI Iowa, L.L.C.--Industrial Partial Property Tax Exemption
 2900 Capital Way in Cedar Falls Industrial Park

On September 5, 2017, City Council approved a Developmental Agreement with Buckeye Corrugated, Inc. for a new 175,000 sf. industrial use warehouse and production facility for Buckeye Corrugated, Inc. – Hawkeye Division. Work on the \$9,000,000 new building at 2900 Capital Way in the West Viking Road Industrial Park began last year and construction has been completed. On August 19, 2019, City Council approved an Assignment and Assumption Agreement to allow for the property to be transferred from Buckeye Corrugated, Inc. to Broadstone BCI Iowa, L.L.C. This agreement requires that Broadstone BCI Iowa, L.L.C. assumes any and all ongoing obligations that are applicable within the approved development agreement.

As part of the executed Developmental Agreement approved by City Council in September 2017, the City of Cedar Falls committed to the following actions:

1. Transfer of all of Lot 7, all of Lot 8, all of Lot 9 and the West eighty (80.00) feet in even width of Lot 6 in West Viking Road Industrial Park Phase III and all of Lot 7, all of Lot 8, all of Lot 9 and the West eighty (80.00) feet in even width of Lot 10 in West Viking Road Industrial Park Phase IV, West Viking Road Industrial Park Phase I and Lot 17 in West Viking Road Industrial Park Phase IV Addition to Buckeye Corrugated, Inc. (Completed).
2. Adoption of an Ordinance Granting a partial exemption from taxation of industrial property as may be provided by Sections 21-48 through 21-57 of the Cedar Falls Code of Ordinances, and by Chapter 427B, Code of Iowa, with respect to the Development Property.

Item #1 noted above was completed in September 2017. The remaining item to be completed by the City of Cedar Falls as part of the Developmental Agreement is formal adoption of a Partial Property Tax Exemption Ordinance that has been prepared by staff and reviewed by City Attorney Kevin Rogers. Since construction of the new building has been completed, it is now necessary to move forward with Ordinance adoption.

The applicable 5-Year Partial Property Tax Exemption schedule is estimated as follows based upon the \$9,000,000 valuation of the building, 10% commercial/industrial valuation rollback, and the FY20 tax rate of \$32.53/\$1,000 valuation (**\$263,493 annually**):

	<u>Exemption %</u>	<u>Exempt \$ Amount</u>	<u>Paid \$ Amount</u>
Year 1	75%	\$197,620	\$65,873
Year 2	60%	\$158,096	\$105,397
Year 3	45%	\$118,572	\$144,921
Year 4	30%	\$79,048	\$184,445
Year 5	15%	<u>\$39,524</u>	<u>\$223,969</u>
		\$592,859	\$724,606

It is recommended that in accordance with our executed Developmental Agreement, City Council approve and adopt the following through the normal three reading process:

1. Ordinance establishing a partial property tax exemption on the actual value added to real estate by new construction consisting of a 175,000 square foot industrial use warehouse and production facility constructed on property owned by Broadstone BCI Iowa, L.L.C., located at 2900 Capital Way, Cedar Falls, Iowa.

If you have any questions pertaining to this memorandum or project, please feel free to contact me.

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



**Broadstone BCI Iowa, LLC
Partial Property Tax Exemption
For New 178,000 SF Facility**

ITEM 2.



Prepared by: Shane Graham, Economic Development Coordinator, 220 Clay Street, Cedar Falls, IA 50613, (319) 273-8600

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING A PARTIAL PROPERTY TAX EXEMPTION OF THE ACTUAL VALUE ADDED TO REAL ESTATE BY NEW CONSTRUCTION CONSISTING OF A 175,850 SQUARE FOOT INDUSTRIAL USE WAREHOUSE AND PRODUCTION FACILITY CONSTRUCTED ON PROPERTY OWNED BY BROADSTONE BCI IOWA, L.L.C., LOCATED AT 2900 CAPITAL WAY, CEDAR FALLS, IOWA

WHEREAS, the City Council of the City of Cedar Falls, Iowa, has by ordinance provided a partial exemption from property taxation of the actual value added to real estate by certain new construction, as authorized in Section 427B.1, Code of Iowa, with said exemption being provided for in Division 2, Partial Exemptions for Industrial Property, of Article II, Tax Exemptions, of Chapter 21, Taxation, of the Code of Ordinances of the City of Cedar Falls, Iowa; and

WHEREAS, Broadstone BCI Iowa, L.L.C., has completed and owns an approximate 175,850 square foot industrial use warehouse and production facility, located at 2900 Capital Way Cedar Falls, Iowa, and legally described as:

All of Lot 7, all of Lot 8, all of Lot 9 and the West eighty (80.00) feet in even width of Lot 6 in West Viking Road Industrial Park Phase III and all of Lot 7, all of Lot 8, all of Lot 9 and the West eighty (80.00) feet in even width of Lot 10 in West Viking Road Industrial Park Phase IV, all in the East one-half (1/2) of Section Thirty-four (34), Township Eighty-nine North (T89N), Range Fourteen West (R14W) in the City of Cedar Falls, Black Hawk County, Iowa. Contains 16.16 acres, more or less,

and has requested a partial property tax exemption as provided in the Iowa Code and the Cedar Falls Code of Ordinances; and

WHEREAS, the City Council conducted a public hearing on the proposal for said exemption on the 21st day of October, 2019, and more than thirty (30) days have elapsed since the date of public hearing, as required by Section 427B.1, Code of Iowa; and

WHEREAS, the City Council deems it appropriate pursuant to state law and city ordinance to grant said exemption.

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

Section 1. The City Council of the City of Cedar Falls, Iowa, by this Ordinance hereby grants a partial exemption from property taxation of the actual value added to real estate by new construction of an approximate 175,850 square foot industrial use warehouse and production facility constructed by Broadstone BCI Iowa, L.L.C., on property owned by Broadstone BCI Iowa, L.L.C., located at 2900 Capital Way, Cedar Falls, Iowa, and legally described as:

All of Lot 7, all of Lot 8, all of Lot 9 and the West eighty (80.00) feet in even width of Lot 6 in West Viking Road Industrial Park Phase III and all of Lot 7, all of Lot 8, all of Lot 9 and the West eighty (80.00) feet in even width of Lot 10 in West Viking Road Industrial Park Phase IV, all in the East one-half (1/2) of Section Thirty-four (34), Township Eighty-nine North (T89N), Range Fourteen West (R14W) in the City of Cedar Falls, Black Hawk County, Iowa. Contains 16.16 acres, more or less,

to the extent and upon the terms and conditions provided for in Sections 427B.1 through 427B.7 of the Code of Iowa, and Sections 21-48 through 21-57 of the Code of Ordinances of the City of Cedar Falls, Iowa. Responsibility for the proper and timely filing of an application for exemption with the Black Hawk County Assessor is that of the property owner. The amount of actual value added which is eligible to be exempt from taxation shall be as follows:

1. For the first assessment year after the Minimum Improvements are fully assessed, 75% exemption of the actual value added.
2. For the second assessment year after the Minimum Improvements are fully assessed, 60% exemption of the actual value added.
3. For the third assessment year after the Minimum Improvements are fully assessed, 45% exemption of the actual value added.
4. For the fourth assessment year after the Minimum Improvements are fully assessed, 30% exemption of the actual value added.
5. For the fifth assessment year after the Minimum Improvements are fully assessed, 15% exemption of the actual value added.

INTRODUCED: _____ October 21, 2019

1ST CONSIDERATION: _____ October 21, 2019

2ND CONSIDERATION: _____

3RD CONSIDERATION: _____

ADOPTED: _____

ATTEST: _____ James P. Brown, Mayor

Jacqueline Danielsen, MMC, City Clerk

Prepared by: David Sturch, Planner III, 220 Clay Street, Cedar Falls, IA 50613 (319) 273-8600

ORDINANCE NO. 2955

AN ORDINANCE REPEALING SECTION 26-118, DISTRICT BOUNDARIES OF DIVISION I GENERALLY OF ARTICLE III DISTRICT AND DISTRICT REGULATIONS OF CHAPTER TWENTY-SIX (26) ZONING, OF THE CODE OF ORDINANCES, OF THE COTY OF CEDAR FALLS, IOWA, AND RE-ENACTING SAID SECTION 26-118 OF SAID ORDINANCE, AS AMENDED, SO AS TO APPLY AND INCLUDE TO THE CHANGE IN THE ZONING MAP OF THE CITY OF CEDAR FALLS, IOWA, AS PROVIDED BY THIS ORDINANCE (Case #RZ19-002)

WHEREAS, the City Planning and Zoning Commission of the City of Cedar Falls, Iowa, finds that the rezoning is consistent with the adopted Comprehensive Plan of the City of Cedar Falls and therefore has recommended to the City Council of the City of Cedar Falls, Iowa, that all that area described as follows shall be removed from the A-1 Agricultural Zoning District and placed in the R-1 Residence Zoning District, as follows:

Commencing at the Southeast (SE) corner of the West Half of the Southeast Quarter (W 1/2 SE 1/4) of said Section 15; thence along the East line of said West Half of the Southeast Quarter (W 1/2 SE 1/4) North 00° 08' 50" West for a distance of 1326.32 feet to the North line of the Southwest Quarter of the Southeast Quarter (SW 1/4 SE 1/4), the Point of Beginning; thence continuing along said East line, North 00° 08' 50" West for a distance of 1326.18 feet to the North line of said Southeast Quarter (SE 1/4); thence along said North line, South 89° 46' 03" West for a distance of 1815.80 feet to the Southwest (SW) corner of Lexington Heights 5th Addition, Cedar Falls, Iowa; thence continuing along said North line, North 87° 41' 43" West for a distance of 17.43 feet to the East line of Lot 2, Robinson's Minor Plat; thence along said East line North 00° 02' 29" West for a distance of 796.84 feet; thence North 50° 48' 28" West for a distance of 1057.37 feet; thence South 01° 17' 24" West for a distance of 145.38 feet to Northeast (NE) corner of the Southwest Quarter of the Northwest Quarter (SW 1/4 NW 1/4) of said Section 15 being a westerly line of said Lot 2; thence along said westerly line, South 00° 09' 03" East for a distance of 675.40 feet to a point 648 feet distant northerly from the East/West Quarter line; thence along the line 648 feet distant northerly from the East/West Quarter line,

South 89° 44' 19" West for a distance of 1254.18 feet to a point on the easterly right of way line of Union Road; thence along said right of way line, South 00° 00' 10" East for a distance of 648.01 feet to the North line of the Southwest Quarter of said Section 15; thence along said North line, North 89° 44' 19" East for a distance of 1255.85 feet to the West line of the East Half of the Southwest Quarter (E 1/2 SW 1/4) of said Section 15 per Robinson's Minor Plat; thence along said West line, South 00° 00' 22" East for a distance of 1326.46 feet to the South line of the North Half of the Southwest Quarter (N 1/2 SW 1/4) of said Section 15; thence along said South line, North 89° 46' 52" East a distance of 1337.37 feet to the West line of said Southeast Quarter (SE 1/4); thence along the South line of the North Half of said Southeast Quarter (N 1/2 SE 1/4), North 89° 45' 30" East a distance of 1318.98 feet to the Point of Beginning.

Containing 119 acres, subject to easements of record.

And

WHEREAS, the City Council of the City of Cedar Falls, Iowa, deems it to be the best interests of the City of Cedar Falls, Iowa, that said proposal be made and approved; and

WHEREAS, the said 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, provides that the zoning map of the City of Cedar Falls, Iowa, attached thereto, is incorporated into and made a part of said Ordinance;

WHEREAS, notice of public hearing has been published, as provided by law, and such hearing held on the proposed amendment; now, therefore,

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

Section 1. That the following described real estate:

Commencing at the Southeast (SE) corner of the West Half of the Southeast Quarter (W1/2 SE 1/4) of said Section 15; thence along the East line of said West Half of the Southeast Quarter (W 1/2 SE 1/4) North 00° 08' 50" West for a distance of 1326.32 feet to the North line of the Southwest Quarter of the Southeast Quarter (SW 1/4 SE 1/4), the Point of Beginning; thence continuing along said East line, North 00° 08' 50" West for a distance of 1326.18 feet to the North line of said Southeast Quarter (SE 1/4); thence along said North line, South 89° 46' 03" West for a distance of 1815.80 feet to the Southwest (SW) corner of Lexington Heights 5th Addition, Cedar Falls, Iowa; thence continuing along said North line, North 87° 41' 43" West for a distance of 17.43 feet to the East line of Lot 2, Robinson's Minor Plat; thence along said East line North 00° 02' 29" West for a distance of 796.84 feet; thence North 50° 48' 28" West for a distance of 1057.37 feet; thence South 01° 17' 24" West for a distance of 145.38 feet to Northeast (NE) corner of the Southwest Quarter of the Northwest Quarter (SW 1/4 NW 1/4) of said Section 15 being a westerly line of said Lot 2; thence along said westerly line, South 00° 09' 03" East for a distance of 675.40 feet to a point 648 feet distant northerly from the East/West Quarter line; thence along the line 648 feet distant northerly from the East/West Quarter line,

South 89° 44' 19" West for a distance of 1254.18 feet to a point on the easterly right of way line of Union Road; thence along said right of way line, South 00° 00' 10" East for a distance of 648.01 feet to the North line of the Southwest Quarter of said Section 15; thence along said North line, North 89° 44' 19" East for a distance of 1255.85 feet to the West line of the East Half of the Southwest Quarter (E 1/2 SW 1/4) of said Section 15 per Robinson's Minor Plat; thence along said West line, South 00° 00' 22" East for a distance of 1326.46 feet to the South line of the North Half of the Southwest Quarter (N 1/2 SW 1/4) of said Section 15; thence along said South line, North 89° 46' 52" East a distance of 1337.37 feet to the West line of said Southeast Quarter (SE 1/4); thence along the South line of the North Half of said Southeast Quarter (N 1/2 SE 1/4), North 89° 45' 30" East a distance of 1318.98 feet to the Point of Beginning.

Containing 119 acres, subject to easements of record.

Be and the same is hereby removed from the A-1 Agricultural District and added to the R-1 Residence District.

Section 2. That the zoning map of the City of Cedar Falls, Iowa, be and the same is hereby amended to show the property described in Section 1, above, as now being in the R-1 Residence District, and the amended map is hereby ordained to be the zoning map of the City of Cedar Falls, Iowa, as amended.

Section 3. That said 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, be and the same is hereby repealed and hereby re-enacted in the identical language as the same now is, in order that the same shall apply to and include the change hereby made in the zoning map of the City of Cedar Falls, Iowa.

INTRODUCED: _____ September 16, 2019
PASSED 1ST CONSIDERATION: _____ September 16, 2019
PASSED 2ND CONSIDERATION: _____ October 7, 2019
PASSED 3RD CONSIDERATION: _____
ADOPTED: _____

James P. Brown, Mayor

ATTEST:

Jacqueline Daniels, MMC, City Clerk

Prepared by: Kevin Rogers, City Attorney, 220 Clay Street, Cedar Falls, IA 50613, (319)273-8600

ORDINANCE NO. 2956

AN ORDINANCE **(1)** ENACTING NEW DIVISION 2, MAILBOXES, CONSISTING OF NEW SECTION 19-53, DEFINITIONS, NEW SECTION 19-54, VISIBILITY; OBSTRUCTIONS, NEW SECTION 19-55, PERMIT REQUIRED, NEW SECTION 19-56, CONFLICT WITH CITY SERVICES; OPERATIONS, AND NEW SECTION 19-57, RESPONSIBILITY OF OWNER, OF ARTICLE II, PARKINGS, OF CHAPTER 19, STREETS AND SIDEWALKS, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA; and **(2)** REPEALING SUBSECTION (e) OF SECTION 19-47, PLANTINGS BY PROPERTY OWNERS OR PARTIES IN POSSESSION, OF ARTICLE II, PARKINGS, OF CHAPTER 19, STREETS AND SIDEWALKS, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, AND ENACTING IN LIEU THEREOF NEW SUBSECTION (e) OF SECTION 19-47, PLANTINGS BY PROPERTY OWNERS OR PARTIES IN POSSESSION.

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

Section 1. Article II, Parkings, of Chapter 19, Streets and Sidewalks, of the Code of Ordinances of the City of Cedar Falls, Iowa is hereby amended by enacting a new Division 2, Mailboxes, containing New Section 19-53, Definitions, New Section 19-54, Visibility; Obstructions, New Section 19-55, Permit Required, New Section 19-56, Conflict with City Services; Operations, New Section 19-57, Responsibility of Property Owner, as follows:

DIVISION 2. MAILBOXES

Sec. 19-53. Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Breakaway support post means a supporting post which shall be no larger than a 4-inch by 4-inch wood post or a metal post with a strength no greater than a 2-inch diameter schedule 40 steel pipe and which is buried no more than 24 inches deep. Such a support post shall not be set in concrete unless specifically designed as a breakaway support system as defined in *A Guide for Erecting Mailboxes on Highways* published by the American Association of State Highway and Transportation Officials, May 24, 1984 (ASHTO).

Cluster-style mailbox means a style whereby mailboxes, meeting the specifications of the United States Postal Service (USPS) with the inscription plainly legible "U.S. MAIL" and "APPROVED BY THE POSTMASTER GENERAL," are assembled and grouped together on a single area of land so that they are regarded as one unit.

Curbside mailbox means a mailbox consisting of a lightweight sheet metal or plastic box meeting the specifications of the United States Postal Service (USPS) with the inscription plainly legible "U.S. MAIL" and "APPROVED BY THE POSTMASTER GENERAL," which is erected at the edge of a roadway or curbside of a street and is mounted on a breakaway support post, and is intended or used for the collection of mail and is to be served by a mail carrier from a vehicle.

Custom-built mailbox means a mailbox installed adjacent to the owner's property at the edge of a roadway or curbside of a street and is constructed using materials that do not meet the definition of a curbside mailbox.

Clear sight area means the area or space between the curb line and abutting property owner's lot line where clear vision is required to be maintained as described in section 19-47.

Sec. 19-54. Visibility; obstructions

(a) All mailboxes must be installed away from any location where, by reason of the position, shape, or color, it may interfere with, obstruct the view of, or be confused with any authorized traffic control device.

(b) In addition to the requirements in subpart (a), cluster-style mailboxes and custom-built mailboxes must be installed outside of clear sight areas.

Sec. 19-55. Permit required for custom-built mailboxes.

An excavation permit must be obtained from the city prior to installation of any cluster-style or custom-built mailbox in the public right-of-way. The city shall not be responsible for determining compliance with USPS or ASHTO standards as part of the permitting process for any mailbox. The owner of the property adjacent to the mailbox shall be responsible for any damage to public infrastructure caused by installation of any mailbox in the public right-of-way.

Sec. 19-56. Conflict with city services; operations.

If any mailbox is determined by the city to be interfering with city services, facilities or operations, or with any other authorized user of the public right-of-way, or the maintenance or repair of public infrastructure is or would be interfered with because of the presence of any mailbox, then the owner of the property adjacent to the mailbox shall be notified by the city to

remove the mailbox at the owner's expense. In an emergency or if the owner fails to timely remove the mailbox after notification from the city, the city may remove the mailbox at the owner's expense with notice of removal given as soon as practicable. If such owner fails to pay the cost of removal of the mailbox within 30 days of notification by the city, such costs shall be assessed to the property adjacent to the mailbox for collection in the same manner as a property tax. If a mailbox is required to be removed under this section, the city, at the option of the owner, shall either replace the mailbox with a curbside mailbox regardless of the type of mailbox removed, or else pay the fee, as of the date of removal, for mailbox replacement as set forth in the City's fee schedule, to the owner of the property adjacent to the mailbox.

Sec. 19-57. Responsibility of owner.

(a) The owner of the property adjacent to a mailbox located in the public right-of-way shall be responsible for regular maintenance and repair of such mailbox.

(b) If damage to a mailbox is caused by the fault the city or its authorized contractors in the course of street maintenance, including snow removal, street sweeping, street cleaning, or similar work, or any repair, replacement, construction or reconstruction of city streets, alleys, subdrains, storm sewer pipes, conduits or other similar structures, or other city work within the public right-of-way, then the city shall repair the damage at a cost not to exceed the replacement cost of a curbside mailbox as set forth in the City's fee schedule. If a mailbox is destroyed beyond use under such circumstances, then it shall be replaced with a curbside mailbox, regardless of the type of mailbox destroyed, or else, at the option of the owner of the property adjacent to the mailbox, such owner shall be paid the fee, as of the date of destruction, for mailbox replacement as set forth in the City's fee schedule. If weather conditions prevent immediate repair or replacement the city may install a temporary mailbox.

(c) The city shall bear no responsibility or liability whatsoever for personal injury or death to any person, or damage to any property, caused by a mailbox located in the public right-of-way.

(d) Any and all damages to persons or property caused by the presence of a custom-built mailbox in the city's right-of-way shall be the responsibility of the owner of the property adjacent to the custom-built mailbox.

Section 2. Subsection (e) of Section 19-47, Plantings by Property Owners or Parties in Possession, of Article II, Parkings, of Chapter 19, Streets and Sidewalks, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Subsection (e) of Section 19-47, Plantings by Property Owners or Parties in Possession is enacted in lieu thereof, as follows:

(e) It shall be unlawful for the owner or party in possession of lots or parcels of ground in the city to fail to keep in good order or to maintain the area between the curb line and the property line abutting their property including keeping said area free of holes, pitfalls, stumps of trees, fences, brick, stone, cement, stakes, posts or rods to which a metal, plastic or similar receptacle designed to hold newspapers are affixed, private irrigation or

sprinkler systems, retaining walls, landscaping brick, block, stone, timber or other similar material, or any other similar obstructions. In the event plant material described in subsection (a) of this section or any of the obstructions described in this subsection are damaged or destroyed by the city, its employees, agents or contractors, in the course of street maintenance, including snow removal, street sweeping, street cleaning, and other similar work, or any repair, replacement, construction or reconstruction of city streets, subdrains, storm sewer pipes, conduits or other similar structures, or other city work within the public right-of-way, including the area between the curb line and the abutting private property line, the city, its employees, agents and contractors shall have no liability to the private property owner or party in possession of the property adjacent to which such obstructions or plant material are located, for any damage to or destruction of such obstructions or plant material. The owner or party in possession of the land referred to above shall comply with the city ordinances pertaining to the trimming of trees, and other ordinances affecting the maintenance of said area of ground lying between the curb line and the property line abutting their property.

INTRODUCED: _____ September 16, 2019

PASSED 1ST CONSIDERATION: _____ September 16, 2019

PASSED 2ND CONSIDERATION: _____ October 7, 2019

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

Prepared By: Matthew Tolan, 220 Clay Street, Cedar Falls, IA 50613, Phone: (319) 268-5161

ORDINANCE NO. 2957

AN ORDINANCE ESTABLISHING THE ENUMERATED SPEED LIMIT AS 35 MILES PER HOUR ON RIDGEWAY AVENUE FROM HUDSON ROAD EAST TO IOWA HIGHWAY 58 IN SECTION 23-300, LAWFUL SPEED LIMITS ESTABLISHED, OF DIVISION 5, SPEED, OF ARTICLE III, OPERATION, OF CHAPTER 23, TRAFFIC AND MOTOR VEHICLES, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, BY (1) STRIKING SUBSECTION 12(S) THEREOF, AND ENACTING A NEW SUBSECTION 12(S) IN LIEU THEREOF; AND (2) ENACTING A NEW SUBSECTION (10)(W) THEREOF; AND (3) ENACTING A NEW SUBSECTION (12)(V) THEREOF.

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

Section 1. Subsection 12(s) , of Section 23-300, Lawful speed limits established, of Division 5, Speed, of Article III, Operation, of Chapter 23, Traffic and Motor Vehicles, is hereby amended by repealing said Subsection in its entirety and enacting in lieu thereof a new Subsection 12(s), as follows:

Sec. 23-300. - Lawful speed limits established.

Unless otherwise provided by this chapter or other city ordinances and appropriately posted, the speed limits established in this section shall be the lawful speed, and any speed in excess thereof shall be unlawful.

[unchanged provisions omitted]

(12) *45 miles per hour.* 45 miles per hour on any of the following streets as indicated:

[unchanged provisions omitted]

s. Ridgeway Avenue, from Hudson Road west to the western city limits..

[unchanged provisions omitted]

Section 2. Subsection 10, 35 miles per hour, of Section 23-300, Lawful speed limits established, of Division 5, Speed, of Article III, Operation, of Chapter 23, Traffic and Motor Vehicles, is hereby amended by adding the following Subsection (w):

w. Ridgeway Avenue, from Hudson Road east to Iowa Highway 58.

Section 3. Subsection 12, 45 miles per hour, of Section 23-300, Lawful speed limits established, of Division 5, Speed, of Article III, Operation, of Chapter 23, Traffic and Motor Vehicles, is hereby amended by adding the following Subsection (v):

v. Ridgeway Avenue, from Iowa Highway 58 east to the eastern city limits.

INTRODUCED: _____ October 7, 2019

PASSED 1ST CONSIDERATION: _____ October 7, 2019

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

James P. Brown, Mayor

ATTEST:

Jacqueline Daniels, MMC, City Clerk

COMMITTEE OF THE WHOLE

City Hall – Council Chambers

October 7, 2019

The Committee of the Whole met in the Council Chambers at 5:20 p.m. on October 7, 2019, with the following Committee persons in attendance: Mayor Jim Brown, Tom Blanford, Frank Darrah, Susan deBuhr, Rob Green, Mark Miller, and David Wieland. Daryl Kruse was absent. Staff members attended from all City Departments. Christopher Shires and Brenda Nelson from Confluence and Aaron Granquist from HRGreen attended, as well as members of the community.

Mayor Brown called the meeting to order and introduced the first item on the agenda, Census Update. Cory Hines, GIS Analyst, stated the United States Census will be in 6-months. He stated the City started the process two years ago with address updates. He explained the 2020 Census will be very similar to the 2010 Census. He said one change will be the capability to complete it online. Mr. Hines stated locally we would like the count as complete possible. He explained residents will get four reminders before they start knocking on doors to help them fill it out. He stated the University of Northern Iowa class is working on a website and once it is up and going a link will be on the City's home page. Mr. Hines stated there will be three main focuses; college students, children under five years old and low income/rental residents.

The Mayor introduced the second item on the agenda, Creekside Technology Center Master Plan. Shane Graham, Economic Development Coordinator, stated the City purchased agriculture land in 2010 and 2015 and will continue to cash rent it until development begins. He stated they sent out an RFP for a Master Plan for Design Concept Services for the two parcels of land and Confluence was selected in 2018. He explained they are here tonight to review their Master Site Plan, which was presented in September to the Planning and Zoning Commission. Mr. Graham introduced Chris Shires from Confluence. Mr. Shires stated the location of this land is the gateway to the community. He explained they were tasked to identify the highest and best use of the property to successfully expand and grow the business and technology park. Brenda Nelson from Confluence stated they used four guiding principles when creating the master plan and looked at connection to the current trail system and the existing utilities. Mr. Shires stated residential housing is too far and disconnected from other residential housing in Cedar Falls, therefore the focus should be high-end technology, office or industrial park. He stated the buildout for these two parcels is estimated for 30-60 years. A video was shown for the conceptual lot layout, visual of sample buildings, parking set back, and it included the storm water detention basin for the two land parcels. Mayor Brown opened it up for questions from the Council. Mr. Shires stated 2-3 story buildings are suggested, and the build would start on the parcel to the east of Hudson Road. He said they suggest completing the development in five phases unless there is a corporate campus project that moves the timeline along quicker.

Mayor Brown introduced the final item on the agenda, bills and payroll. David Wieland moved to approve the bills and two payrolls as presented, Tom Blanford seconded the motion. The motion carried unanimously.

There being no further discussion, Mayor Brown adjourned the meeting at 6:05 p.m.

Minutes by Lisa Roeding, Controller/City Treasurer



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

ITEM 8.

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

INTEROFFICE MEMORANDUM

TO: Mayor Brown and City Council Members
FROM: Jennifer Rodenbeck, Director of Finance & Business Operations
DATE: October 16, 2019
SUBJECT: FY20 Community Main Street

As you are aware, starting in FY09 we signed formal agreements with those outside agencies that receive funding from the City of Cedar Falls. As part of those agreements, these agencies were required to submit reports and documentation on how those funds were used.

Attached is the bi-annual report for FY20 filed by Cedar Falls Community Main Street. The first ½ payment for their SSMID funding and the first ½ payment for their economic development grant are therefore listed on the council bills to be processed.

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



310 East 4th Street
Cedar Falls, Iowa 50613

Phone: 319-277-0213
www.communitymainstreet.org

October 15, 2019

Mayor Brown and Council Members
City of Cedar Falls, IA
Cedar Falls City Hall
220 Clay Street
Cedar Falls, IA 50613

RE: SSMID and Economic Betterment Funding

Attached please find the Bi-annual Report from Community Main Street delineating the current status and recent progress of the organization's pursuit of "economic vitality in the context of historic preservation."

In this report you will find a summary of the activities outlined in the grant contract(s). These activities are in the areas of:

- Design and historic preservation
- Business development and retention
- Promotion and marketing
- Member development, training and communication
- Summary of investments
- FY2020 program of work
- Streetscape/cleanliness project information

2019- 2020

Board of Directors:

- Amy Mohr, Chair
- Natalie Brown
- Matt Dunning
- Crystal Ford
- Wynette Froehner
- Lexie Heath
- Ty Kimble
- Audrey Kittrell
- Dan Lynch
- Jessica Marsh
- Clark Rickard
- Stephanie Sheetz
- Julie Shimek
- Mark Showalter
- Brad Strouse

The following required attachments are also included:

- Board roster
- Most recent financial statement
- Support documents

We are grateful for the support that the City of Cedar Falls has provided over the years and the collaborative effort by many groups and individuals in creating a downtown district with appreciated real estate values, a reputation as a great destination, and as a source of community pride.

With the submission of this report, we respectfully request the disbursement of funds to Community Main Street of collected SSMID monies and of the previously awarded Economic Betterment Grant for the continuation of this pivotal community program. We would be pleased to provide any additional information that you may require to process the release of funds.

Sincerely,

Carol Lilly, Executive Director



**Community Main Street
Economic Development Grant and SSMID Funds Bi-Annual Report
October 15, 2019**

Economic Development Grant Project Description, (as outlined in the FY20 contract between Cedar Falls Community Main Street and the City of Cedar Falls, Black Hawk County, Iowa):

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.” 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 development effort for the district described in their application.

CMS will focus its efforts on the creation of new quality jobs, increased tax base, continued new investment within the district, and related promotional and marketing efforts to increase and maintain the vitality of the district.

Details of the following activities will be provided to the City:

- 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
- F. Identify specific economic development projects taking place in FY20
- G. Streetscape Improvement and Cleanliness project

Grant Amount: \$12,500 and \$2,500 for the implementation of streetscape improvements.

FY2020 SSMID Fund Project Description, (as outlined in the FY20 contract between Cedar Falls Community Main Street and the City of Cedar Falls, Black Hawk County, Iowa):

In consideration of the funding provided to CMS by the City, CMS shall utilize the funds for 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.

Community Main Street agrees to continue, and report to the City, its implementation of the “Main Street” philosophy 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

Address of Organization:

Street: 310 E. 4th Street

City: Cedar Falls **State:** Iowa **Zip:** 50613

Phone: 319-277-0213 **Email:** director@communitymainstreet.org

What is the mission of your organization?

Mission: Cedar Falls Community Main Street, Inc. is a volunteer-driven, non-profit organization established to foster economic vitality, and to preserve and promote the historic image and character of the downtown, while improving the quality of life in Cedar Falls.

*Last Revised
November 12, 2014*

Do you consider your organization/project a success during this reporting period (April–September 2019)? Why?

The past six months have been a successful period for Community Main Street, as details contained in this report will show.

Context:

In 1987, individuals who believed in the potential of downtown formed a community group, Community Main Street. Now 32 years later, we benefit from that group's vision every day. Throughout the last several years, our organization has earned national and state awards, including recognition as a model Main Street program. This work has been accomplished by thousands of volunteer hours, and the investment of public and private dollars.

However, the work of Community Main Street is not complete. The nature of the area and task requires continual renewal and engagement by the community not only to maintain, but also to progress in the pursuit of its mission.

Does the outcome of this grant funding to your operation/project align with the Economic Development Fund goals of complimenting Cedar Falls economic development efforts? Explain.

Community Main Street's use of grant funding during this reporting period (April – September 2019) compliments the effort of the City in a variety of ways. The downtown district continues to attract significant investment by private individuals and public funds. There has been ***\$6,951,335 in private and public investment*** for completed renovation and rehabilitation of downtown properties and ***\$1,010,000 for property acquisition***. Most notable are several projects are underway for business additions and expansions in the coming months. Since the April 2019 reporting cycle, the district has seen an upswing in the job growth category. During the past six months the number of businesses within the district has remained flat, but there has been a net increase of ***21 new full-time job equivalent positions***. There are nine active building

permits for projects underway. This reflects continued growth and demand to locate within the downtown district.

Did receipt of an Economic Development Fund grant enable your organization/project to provide a new service to promote economic development or the creation of quality employment opportunities in Cedar Falls? How?

The accomplishments of Community Main Street may be understood through a series of data points that clearly illustrate an increase in economic vitality. The new services to promote economic development and the creation of quality employment opportunities are included in the summary of activities included in this report.

It should be noted, continued program accreditation by Main Street Iowa through adherence of the Main Street Approach to Transformational Strategy is a key component to our success, providing State resources and tools specifically designed to impact the small, independent businesses currently thriving in the downtown district. City funding is one of 10 points necessary to maintain accreditation and the receipt of an Economic Development Fund grant is not only appreciated, it also helps fulfill this contractual obligation.

Please provide a summary of activities completed during this reporting (April - September 2019) period by your organization/project.

The project description and report section of the contract provide the outline for the bi-annual report. Accomplishments of the last six-months, following the outline, are provided below:

A) Design and historic preservation

Community Main Street's approach ensures that the physical elements of our downtown reflect the needs and desires of the community. We consider and work to improve how people access downtown and how they feel when they get here. Deliberate action is taken resulting in a downtown that enhances the overall quality of life and is an economic hub in the community.

During the past six months CMS (April to September):

- Provided local design assistance to 15 property and/or business owners
- Secured Main Street Iowa design consultation services for four downtown business valued at \$2,200
- Revamped design review checklist to improve our feedback to property owners seeking assistance (*new*)
- Created and printed new overlay ordinance rack card
- Coordinated volunteer efforts for one spring downtown cleanup day
- Coordinated volunteer efforts for one summer downtown cleanup day (*new*)
- Expanded our weekend street cleaning crew from one individual to six
- Approved three façade grant applications @ \$2,500 each (*new program*)
- Maintained district plants and flowers including sidewalk planters, garden plots, and hanging baskets

- Organized volunteer efforts to clean gum from the downtown sidewalk using the Gum Buster equipment and supplies
- Selected Challenge Grant project (with BI and Board of Directors) to advance to State competition
- Promoted and participated in *Imagine Downtown, A Vision Plan for Downtown Cedar Falls*
- Began planning for holiday decorating including side streets
- CMS facilities coordinator maintains a positive working relationship with Public Works and Parks Dept. city staff to help with special projects and routine maintenance in the downtown district

B) Business development and retention

The assessed value of properties within the district continues to rise, a positive outcome, yet challenging for some businesses. Business and property owners have felt the impact of increased property assessments through the increased costs of doing business, a struggle for some small proprietors.

Since the April bi-annual report, six new businesses have been opened in the district (Farm Shed/Bar Winslow, Lincoln Savings Bank Insurance, Pepper Boutique, Covenant Family Solutions, Driftless Style, Hurling Hatchet) six business closed or moved out of the district (Figaro Figaro, Jennifer's On Main, TLC Connection, Sub City, Steege's Meat Market, Nemmers Family Dental) and one district business expanded (Transcend Mind-Body Wellness & Floatation Clinic).

Businesses within Mill Race continue to grow in numbers but are not included in our report. Working with Red Cedar staff in support of the entrepreneurial community continues to be a priority. As the Mill Race tenants transition from the start up and growth stages to established and expansion stages, our expertise kicks in and our strong relationship with Red Cedar will ensure businesses have support throughout their business life cycle.

The vacancy rate for the downtown district remains relatively low considering 200 E. State Street (MU2) has opened. We have seen an increase in the number of businesses relocating within the district to "right size" their business, to increase visibility, or to separate from a shared lease agreement with other businesses occupying the same space.

Construction projects continue to bring a positive impact the district. Currently there are nine projects in the construction phase.

During the past six months CMS (April to September):

- Welcomed six new proprietors to our community
- Hosted local "Open 4 Business Competition" as part of the Main Street Iowa business state-wide grant competition.
- Shared market analysis data and recruitment packet with three interested businesses
- Reviewed content of business welcome packet and began updating
- Secured and hosted Maureen Collins-William's #RosiewasRight workshop for women interested in developing their business concept

- Sponsored and hosted ActionCoach Planning for Profit workshop (business marketing)
- Paid annual service fee for a Cedar Falls ShopWhereILive.com website to provide an option for e-commerce to our business community; trained businesses on its use
- Hosted a digital marketing training session for downtown merchants
- Hosted Sip & Savor in Naked Spaces, a tour of available space in the downtown district. Identified over 35 regional business prospects and provided 60 free tickets so representatives could attend. Each stop included activities or information relative to recruitment and/or doing business in CF *(new)*
- Attended Co-starter training workshop. *(new)*
- Worked with Red Cedar to provide Co-starter training to Main Street Iowa staff
- Began project to determine ways to gather information during retail events so they can be evaluated using concrete data *(new)*
- Selected local project to advance to State Challenge Grant completion (with Design and Board of Directors)
- Represented Main Street/small business group on the Regional Entrepreneurship project facilitated by UNI
- Participated in the Grow Cedar Valley meetings and activities

C) Promotion and marketing

The district's well-being is dependent on increased use and consumer affinity to downtown Cedar Falls. Several key strategies and events support this objective. A key initiative has been to coordinate committee efforts to bring a variety of events and activities to the district. In addition to CMS events and activities, our staff supports, assists with, and promotes other organization's activities the occur in or near the downtown district.

During the past six months CMS (April to September):

- Coordinated and promoted a Spring Shop Hop - April
- Coordinated and promoted Hops Iowa Craft Beer event - April
- Coordinated and promoted Show & Shine car event - May
- Coordinated and promoted Girls' Night Out – May
- Created and published a calendar of event postcard direct mailed to over 35,000 nearby residents
- Coordinated and promoted Movies Under the Moon (x6 - June, July, August)
- Sponsored Sturgis Falls Kiddie Parade – June
- Promoted Holiday Hoopla events during Sturgis Falls to encourage out of town guests to return to downtown during the holidays, most notably for the kick-off on Black Friday, an important sales day for ALL Cedar Valley retailers (parade entry) - June
- Coordinated and promoted Sidewalk Sales – July

- Partnered with the Cedar Valley Sports Commission to plan and host the Shrine Bowl Parade and Pep Rally – July
- Partnered with the Cedar Valley Sports Commission to host Fondo, a biking event, that began and ended in downtown Cedar Falls - August
- Organized and hosted FondoFest, an outdoor festival to welcome Fondo participants - August
- Coordinated and promoted Panther PAWty (Formerly called Panther's on Main) – August
- Coordinated and promoted ARTapalooza – September
- Coordinated cooperative retail spending of \$9000+ to promote downtown retail events and activities
- Invested \$38,022 into Community Main Street events held in the district
- Invested \$6,305 on general district promotional materials and ad placement
- Distributed parking maps, brochures, shop like a local guide, dine like a local guide, and gift certificate information to individuals, groups, CFTB, conference attendees, businesses, etc. to promote the district and city (ongoing)
- Conducted a presentation about downtown developments to 3 community groups
- Ongoing promotion of businesses that open on Sundays and those open late to educate consumers about businesses who are adapting to changing customer habits
- Conducted downtown tours for visiting groups
- Promoted the downtown district during UNI orientation days (summer)
- Publish monthly electronic newsletters
- Various media interviews (print, television, radio)
- Planning for Holiday Hoopla 2019
- Electronic social media strategy deployment continues - (Snap Chat, Facebook now has 15,164 Fans, Twitter with 3047 followers, Pinterest with 421 followers and Instagram with 2,222 followers and counting)

D) Member development, training and communication

Member development consists of both financial and volunteer supports. From a financial standpoint, property owners provide stability to the organization by maintaining the SSMID collection rate to generate baseline income for the next fiscal year. In addition to SSMID and City Economic Development Grant resources, the remaining 55 - 60% of the Community Main Street budget is provided for through grants, business sponsorships, in-kind donations, and individual contributions. From a volunteer standpoint, we have over 60 individuals who regularly donate time to support Community Main Street initiatives and well over 100 more people who have volunteered for a specific shift or activity.

CMS provides training opportunities for staff and volunteers. We coordinate local training opportunities and share regional, state and national training options from our Main Street network. We subscribe to webinar services and provide our merchants with access to the materials. New this year, we have teamed with Mill Race to develop

educational opportunities and round-table discussions tailored to small, independent businesses.

Adherence to our mission and vision, effective internal communication and recognition programs help us build the foundation to establish an award-winning downtown. Community Main Street continues to “build the resume” and share the successes of the district locally, state-wide, regionally and nationally. This communication prompts visits to the district and engagement by citizens in the mission of economic revitalization in a historic context.

During the past six months CMS (April - September):

- Conducted several initiatives to provide organizational income:
 - Show & Shine: \$2,231.74 (net profit earmarked for Holiday Hoopla)
 - Hops Craft Beer Event: \$7,482.79 (net profit)
 - Sip & Savor: \$2,149.25 (net profit)
 - Holiday Hoopla Summer Fundraiser: \$400(net profit)
 - Fondo: \$3,166.03 (net profit)
 - ARTapalooza: \$3,600.29 (net profit)
 - Volunteer Hours: \$57,636 based on 2462 hours valued at \$23.41 per hour in Iowa (April – September 2019) Value of a volunteer hour as identified by the Independent Sector.
- Hosted a volunteer appreciation event to recognize and reward downtown donors and volunteers
- Hosted our annual meeting and elected new board members and officers
- Coordinated and documented efforts of 4 volunteer committees, a board of directors and special event committees with monthly and special project meetings
- Coordinated and hosted a local Main Street Iowa 101 training session attended by 18 emerging leaders in our organization
- Reported and submitted monthly district statistics and organizational operation information to Main Street Iowa
- Maintained attendance at the mandatory meetings for Main Street Iowa training
- Participated in training opportunities and hosted training opportunities for our businesses (individually identified in the ED section)
- Attended the National Main Street Conference
- Coordinated and provided district business members’ access to Main Street Iowa resources including but not limited to architectural and design suggestions and support, and individual business consultation by business specialists
- Maintained and marketed economic statistics for the district to its constituents
- Continued to lead the effort for increased energy and sustainable awareness in the district (recycling facilities in the district have generated 33,080 pounds of material during April to August)
- Coordinated communication with downtown stakeholders and residents regarding the Imagine Downtown Visioning Plan project

- Coordinated communication with downtown stakeholders and residents regarding the downtown parking project
- Coordinated communication with downtown stakeholders and residents regarding the eastside 100 block alley project
- Coordinated communication with downtown stakeholders and residents regarding the master streetscape project
- In partnership with the Hearst Center for the Arts and the Tourism Bureau, helped develop the Passports to the Arts summer program (*new*)
- Tracked activities for the annual report to retain our Cultural and Entertainment District Designation by the Iowa Arts Council
- Helped staff the Tourism booth during new student orientation sessions at UNI
- Promoted and participated in several partnerships and cooperative advertising initiatives
- Continued to create brand awareness of the Downtown District

E. A summary of new investment and job creation/retention figures for the applicable reporting period

Business/Job Changes April 2019 through September 2019						
	New Business Opening	Net Jobs Created	Businesses Closing or Moving out	FTE Jobs Lost	Businesses Relocating/Expanding Downtown	Net FTE Jobs Created with Expand/Relocate
April 2019	0	0	2	2	0	0
May 2019	0	0	0	0	0	0
June 2019	4	24	1	0	0	0
July 2019	1	1	0	0	0	0
August 2019	0	0	1	2	0	0
Sept 2019	1	0	2	0	1	0
Totals	6*	25**	6*	4**	1	0

***Business opening (6) - business closing (6) = net neutral (0) business growth**

****New full time equivalent (FTE) jobs created (25) - FTE jobs lost (4) = net increase (21) full-time equivalent jobs**

Rehabilitation, Renovation & New Construction April 2019 through September 2019		
	Projects	Investment Value
April 2019	2	\$603,360
May 2019	1	\$4,000
June 2019	2	\$37,800
July 2019	0	\$0
August 2019	2	\$6,254,400
September 2019	2	\$51,775
Net	9	\$6,951,335

Buildings Sold April 2019 through September 2019		
	Quantity	Investment
April 2019	1	\$1,010,000
May 2019	0	\$0
June 2019	0	\$0
July 2019	0	\$0
August 2019	0	\$0
September 2019	0	\$0
Total	1	\$1,010,000

Volunteer Hours April 2019 through September 2019	
April 2019	366
May 2019	425
June 2019	364
July 2019	466
August 2019	418
September 2019	423
Total	2,462

F. Identify specific economic development projects taking place in FY20

The Community Main Street strategic plan has been used to determine our program of work in support of economic development in the district. The summary sheet is an attachment to this document.

The downtown district can be the “heart of the city” only with active engagement by all city residents. An aggressive program of broad-ranging events and activities will foster that engagement and connection. The plan for FY2020 is found in the table on the following two pages.


**CEDAR FALLS COMMUNITY MAIN STREET
FY20 STRATEGIC GOALS ONE-SHEET
July 1, 2019 – June 30, 2020**

ITEM 8.

<p><i>Collaborative effort with business owners, property owners, & city to achieve goals</i></p>	<p>DISTRICT AESTHETIC <i>Positive look and feel of the district</i></p>	<p>BUSINESS FRIENDLY ENVIRONMENT <i>Supportive business community and strong business mix</i></p>	<p>CONVENIENCE <i>District accessibility, functional side of district aesthetics</i></p>	<p>PARKING <i>Positive impact on the parking experience downtown</i></p>	<p>ANNUAL TASKS <i>Ongoing operational activities</i></p>
<p>BOARD OF DIRECTORS</p>	<ul style="list-style-type: none"> Review and implement MSI exchange visit recommendations 	<ul style="list-style-type: none"> Deliberate business visitation program 			<ul style="list-style-type: none"> MSI annual checklist Budget October bi-annual report City grant requests April bi-annual report Staff review Attend city council meetings Review/update program policies & procedures
<p>ECONOMIC DEVELOPMENT</p>	<ul style="list-style-type: none"> Challenge Grant submission FY20 	<ul style="list-style-type: none"> New business visits (x#) Open 4 Business 2020 Help fill vacant storefronts Establish Founder Peer Groups (with Red Cedar) Co-starter new business training (with Red Cedar) 	<ul style="list-style-type: none"> Promote store accessibility during construction 	<ul style="list-style-type: none"> Promote shuttle bus use 	<ul style="list-style-type: none"> MSI annual checklist Track/collect business stats Update business welcome packet
<p>DESIGN</p>	<ul style="list-style-type: none"> Façade review Fall clean up day Spring clean up day Banner (1 new set) Seasonal beautification (Flowers, Funtober, Holiday) 	<ul style="list-style-type: none"> Façade grant program (local) Update review checklist Overlay awareness brochure Historic preservation education 	<ul style="list-style-type: none"> Wayfinding within district 	<ul style="list-style-type: none"> Parking lot cleanliness & maintenance 	<ul style="list-style-type: none"> MSI annual checklist
<p>ORGANIZATION & DEVELOPMENT</p>	<ul style="list-style-type: none"> Flower fundraiser (Hops with Promo) 	<ul style="list-style-type: none"> Partner thank you Volunteer recognition party Main Street Iowa award nominations Annual fundraiser (something new) 			<ul style="list-style-type: none"> MSI annual checklist Build local program awareness through community outreach Friends campaign (100% board participation) Annual meeting Update "About CMS" packet

**CEDAR FALLS COMMUNITY MAIN STREET
FY20 STRATEGIC GOALS ONE-SHEET
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ITEM 8.

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<p>PROMOTIONS</p>	<ul style="list-style-type: none"> • Hops (Flower fundraiser) • 	<ul style="list-style-type: none"> • Calendar of Event mailing (x2) • Update ARTapalooza event • Evaluate Fondo; repeat or drop • Show & Shine • Movies Under the Moon (FY20) • Holiday Hoopla <ul style="list-style-type: none"> ○ Kick off ○ Small Bus. Sat. ○ # Elfie ○ Breakfast with Santa ○ Jingle & Mingle ○ Hoopla Cheer ○ Snow Shuffle replacement ○ Baby It's Cold – ice ○ Movie Magic ○ Coloring Contest ○ Window Contest ○ Trolley Rides ○ Letters to Santa 	<ul style="list-style-type: none"> • Promote ShopWhereLive.com 	<ul style="list-style-type: none"> • Positive, consistent message 	<ul style="list-style-type: none"> • MSI annual checklist • Newsletter (x11)
<p>PROMOTIONS: Retail & Nightlife</p>		<ul style="list-style-type: none"> • Sidewalk Sales • Panther PAWty • Funtober <ul style="list-style-type: none"> ○ Fall Family Fun Day ○ Trick or Treating • Fall Girls Night Out • Holiday Shop Hop • Small Business Saturday • Downtown Delights • Spring Shop Hop • Spring Girls Night Out • St. Patrick's Day event • Love Rocks 	<ul style="list-style-type: none"> • Business hours • Activate Sidewalks 		<ul style="list-style-type: none"> • Cooperative advertising opportunities (TV, coupons, etc)

G. Streetscape Improvement and Cleanliness project

The improvement project has the power to transform our downtown, generate pride and a create a sense of belonging in areas off Main Street. It will improve assessed values of the properties off Main which translates into sustainability, economic development, and increased quality of life.

During the past six months CMS (April - September):

- Deposited \$10,355 to the Streetscape Fund held by the Cedar Falls Community Foundation.
- Secured \$2,500 grant from the Cedar Falls Community Foundation to purchase hanging baskets for new double hung light poles that will be installed next year.
- Purchased new large banners, designed by CAPs students, for six large banner poles (\$608)
- Purchased new small banners for main street corners, cross streets, State Street and Washington Street (\$11,095)

Closing Statement:

The importance of maintaining a vibrant, healthy downtown district is beneficial to the entire Cedar Falls community and is evidenced by the partnership between Community Main Street and the City of Cedar Falls. It is a partnership which continues to be strengthened and developed. It is important to note, since Community Main Street was established in 1987, the assessed value of the downtown district has increase 821%. *The assessed value of the district continues to rise and provides the highest per square foot tax income for the City of Cedar Falls as compared to other commercial districts within the community.* This achievement is possible because of the continued investment made by the City of Cedar Falls. Staff and elected officials continue to support the district financially and they encourage additional private investment.

During the past six months the City has provided key support to Community Main Street and to the business district in the following ways:

- Completed the levee project to mitigate flooding in the district
- Active participation, support and prompt attention for overlay ordinance update related issues/questions
- Began implementing the Master Streetscape plan to improve walkability and connectivity
- Supported the master streetscape fundraising project
- Supported the Challenge Grant nomination
- Supported the Open 4 Business nomination
- Staff attendance at numerous short and long-term planning meetings
- Alley reconstruction between 1st & 2nd Streets in the east 100 block
- Public Works' emptying the 10 Parkade trashcans twice weekly (annual value of \$18,700)
- Public Works' street sweeping in the district
- Public Works' recycling bins in the district

-
- Public Works’ spot curb repair projects in the district
 - Public Works’ spot brick repair projects in the district
 - Public Works’ and Police assistance downtown event street closures as needed
 - Coordination of new construction developments within the district
 - Economic Development Grant opportunity
 - Tourism Marketing Grant opportunity
 - Police presence and prompt attention to district issues
 - Marketing of events and activities by Tourism
 - Communication of downtown activities through Currents and Channel 15
 - Continuation of support for the River-Bank Enhancement Project
 - Is implementing recommendations from the parking study to provide more parking options and improve our parking system
 - Is conducting downtown visioning with community members in anticipation of testing form-based code

Attachments:

Following is the board member roster, current financial statements, and monthly “strategic plan one sheet” summary forms and staff reports. Detailed monthly reports submitted to Main Street Iowa, Form 990 for FY’19, and other documents are available for review in the Community Main Street office.

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Community Main Street Board of Directors 2019-20

ITEM 8.

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Community Main Street Inc

ITEM 8.

STATEMENT OF FINANCIAL POSITION

As of September 30, 2019

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
CMS Capital Improvement Fund #7034754	14,236.73
CMS Main Checking #13920	73,620.89
CMS Money Market Operating Reserve #7004070	80,580.64
Collins Community CU Savings	115.19
Facebook Donations #700476	0.00
Paypal	0.00
Petty Cash	50.00
Total Bank Accounts	\$168,603.45
Accounts Receivable	
Accounts Receivable	9,394.00
Total Accounts Receivable	\$9,394.00
Other Current Assets	
Inventory Asset	0.00
Payroll Corrections	0.00
Undeposited Funds	0.00
Total Other Current Assets	\$0.00
Total Current Assets	\$177,997.45
Fixed Assets	
310 E 4th Street (CMS Office)	429,143.58
310 E 4th Street Land	47,232.00
Building Accum. Depreciation	-12,257.00
Equipment	67,967.08
Equipment Accum. Depreciation	-55,483.00
Total Fixed Assets	\$476,602.66
Other Assets	
Investment in SSMU	0.00
Investment in SSMU-Contra	0.00
Prepaid Rent	0.00
Total Other Assets	\$0.00
TOTAL ASSETS	\$654,600.11
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	0.00
Total Accounts Payable	\$0.00
Other Current Liabilities	
Accrued Sales Expense	0.00
Deferred Income	0.00

	TOTAL
Direct Deposit Payable	0
FICA/Federal W/H	0.00
Gift Certificates	67,822.01
Iowa Department of Revenue Payable	0.00
Loan - First National Bank CPLTD	0.00
Payroll Liabilities	3,722.39
Sales Tax Payable	0.00
Simple IRA payable	0.00
State W/H	0.00
Total Other Current Liabilities	\$71,544.40
Total Current Liabilities	\$71,544.40
Long-Term Liabilities	
Loan - First National Bank	195,902.49
Total Long-Term Liabilities	\$195,902.49
Total Liabilities	\$267,446.89
Equity	
Board Designated Reserve Fund	0.00
Opening Bal Equity	0.00
Retained Earnings	432,225.81
Unrestricted Fund Balance	0.00
Net Revenue	-45,072.59
Total Equity	\$387,153.22
TOTAL LIABILITIES AND EQUITY	\$654,600.11

ITEM 8.

**COMMUNITY MAIN STREET
Income Statement**

SEPTEMBER 2019

	MONTHLY BUDGET - SEPTEMBER				MONTHLY BUDGET - JULY TO SEPTEMBER				ANNUAL BUDGET			
	MONTH ACTUAL	MONTH BUDGET	ACTUAL TO BUDGET VARIANCE	% OF BUDGET	YEAR TO DATE ACTUAL	ANNUAL BUDGET	ACTUAL TO BUDGET VARIANCE	% OF ANNUAL BUDGET	YEAR TO DATE ACTUAL	ANNUAL BUDGET	ACTUAL TO BUDGET VARIANCE	% OF ANNUAL BUDGET
Revenue												
Board Income	0.00	0.00	0.00		1,560.00	1,560.00	0.00	100.00%	1,560.00	1,560.00	0.00	100.00%
City Funding	0.00	0.00	0.00		0.00	0.00	0.00		0.00	12,500.00	-12,500.00	0.00%
Event Income	2,543.68	6,000.00	-3,456.32	42.39%	37,731.44	25,320.00	12,411.44	149.02%	37,731.44	115,000.00	-77,268.56	32.81%
Friends/Streetscape	450.00	0.00	450.00		486.86	0.00	486.86		486.86	9,500.00	-9,013.14	5.12%
Grant & other Income	33.27	18,000.00	-17,966.73	0.18%	705.64	18,000.00	-17,294.36	3.92%	705.64	18,000.00	-17,294.36	3.92%
SSMID	0.00	0.00	0.00		0.00	0.00	0.00		0.00	200,000.00	-200,000.00	0.00%
Total Revenue	\$ 3,026.95	\$ 24,000.00	-\$ 20,973.05	12.61%	\$ 40,483.94	\$ 44,880.00	-\$ 4,396.06	90.20%	\$ 40,483.94	\$ 356,560.00	-\$ 316,076.06	11.35%
Gross Profit	\$ 3,026.95	\$ 24,000.00	-\$ 20,973.05	12.61%	\$ 40,483.94	\$ 44,880.00	-\$ 4,396.06	90.20%	\$ 40,483.94	\$ 356,560.00	-\$ 316,076.06	11.35%
Expenditures												
Board Lunch Expense	130.00	130.00	0.00	100.00%	399.95	390.00	9.95	102.55%	399.95	1,560.00	-1,160.05	25.64%
Committee Expense	97.22	400.00	-302.78	24.31%	3,471.98	1,400.00	2,071.98	248.00%	3,471.98	28,000.00	-24,528.02	12.40%
Depreciation Expense	1,435.00	1,435.00	0.00	100.00%	4,305.00	4,305.00	0.00	100.00%	4,305.00	17,220.00	-12,915.00	25.00%
Dues and Subscriptions	577.73	600.00	-22.27	96.29%	2,457.81	2,450.00	7.81	100.32%	2,457.81	7,600.00	-5,142.19	32.34%
Event Expense	7,910.84	3,000.00	4,910.84	263.69%	31,541.79	22,700.00	8,841.79	138.95%	31,541.79	86,000.00	-54,458.21	36.68%
Grant Expense	0.00	0.00	0.00		0.00	0.00	0.00		0.00	18,000.00	-18,000.00	0.00%
Insurance	0.00	0.00	0.00		0.00	0.00	0.00		0.00	5,500.00	-5,500.00	0.00%
Miscellaneous	310.61	200.00	110.61	155.31%	542.38	500.00	42.38	108.48%	542.38	2,000.00	-1,457.62	27.12%
Office Supplies	279.45	625.00	-345.55	44.71%	895.05	1,875.00	-979.95	47.74%	895.05	7,500.00	-6,604.95	11.93%
Payroll Expenses	10,982.31	12,080.00	-1,097.69	90.91%	33,213.26	36,240.00	-3,026.74	91.65%	33,213.26	145,000.00	-111,786.74	22.91%
Postage and Delivery	0.00	100.00	-100.00	0.00%	117.89	300.00	-182.11	39.30%	117.89	2,200.00	-2,082.11	5.36%
Professional Fees	2,875.00	3,500.00	-625.00	82.14%	2,875.00	4,000.00	-1,125.00	71.88%	2,875.00	7,000.00	-4,125.00	41.07%
Repairs	0.00	0.00	0.00		421.01	375.00	46.01	112.27%	421.01	1,500.00	-1,078.99	28.07%
Snow Removal & Lawn Care	98.15	275.00	-176.85	35.69%	148.15	600.00	-451.85	24.69%	148.15	3,000.00	-2,851.85	4.94%
Streetscape Expense	0.00	0.00	0.00		96.30	0.00	96.30		96.30	2,500.00	-2,403.70	3.85%
Telephone	123.41	207.00	-83.59	59.62%	409.61	621.00	-211.39	65.96%	409.61	2,488.00	-2,078.39	16.46%
Travel & Training	698.66	50.00	648.66	1397.32%	717.22	450.00	267.22	159.38%	717.22	5,000.00	-4,282.78	14.34%
Utilities	300.00	300.00	0.00	100.00%	900.00	900.00	0.00	100.00%	900.00	4,000.00	-3,100.00	22.50%
Total Expenditures	\$ 25,818.38	\$ 22,902.00	\$ 2,916.38	112.73%	\$ 82,512.40	\$ 77,106.00	\$ 5,406.40	107.01%	\$ 82,512.40	\$ 346,068.00	-\$ 263,555.60	23.84%
Net Operating Revenue	-\$ 22,791.43	\$ 1,098.00	-\$ 23,889.43	-2075.72%	-\$ 42,028.46	-\$ 32,226.00	-\$ 9,802.46	130.42%	-\$ 42,028.46	\$ 10,492.00	-\$ 52,520.46	-400.58%
Other Expenditures												
Interest Expense	1,014.71	1,014.75	-0.04	100.00%	3,044.13	3,044.25	-0.12	100.00%	3,044.13	12,177.00	-9,132.87	25.00%
Total Other Expenditures	\$ 1,014.71	\$ 1,014.75	-\$ 0.04	100.00%	\$ 3,044.13	\$ 3,044.25	-\$ 0.12	100.00%	\$ 3,044.13	\$ 12,177.00	-\$ 9,132.87	25.00%
Net Other Revenue	-\$ 1,014.71	-\$ 1,014.75	\$ 0.04	100.00%	-\$ 3,044.13	-\$ 3,044.25	\$ 0.12	100.00%	-\$ 3,044.13	-\$ 12,177.00	\$ 9,132.87	25.00%
Net Revenue	-\$ 23,806.14	\$ 83.25	-\$ 23,889.39	-28595.96%	-\$ 45,072.59	-\$ 35,270.25	-\$ 9,802.34	127.79%	-\$ 45,072.59	-\$ 1,685.00	-\$ 43,387.59	2674.93%

STRATEGIC GOALS ONE-SHEET - CEDAR FALLS COMMUNITY MAIN STREET
 July 1, 2018 – June 30, 2019
 Updated as of March 31, 2019

ITEM 8.

<i>Collaborative effort with business owners, property owners, & city to achieve goals</i>	DISTRICT AESTHETIC <i>Positive look and feel of the district</i>	BUSINESS FRIENDLY ENVIRONMENT <i>Supportive business community and strong business mix</i>	CONVENIENCE <i>District accessibility, functional side of district aesthetics</i>	PARKING <i>Positive impact on the parking experience downtown</i>	ANNUAL TASKS <i>Ongoing operational activities</i>
BOARD OF DIRECTORS	<ul style="list-style-type: none"> ✓ Finish capital campaign for streetscape improvements (with Org & Development) ✓ Shepherd Overlay Ordinance changes updates through city approval process (with Design) ✓ Complete district 1st Impressions checklist 	<ul style="list-style-type: none"> ✓ Advocate for façade grant program revival ✓ Host Mallorie Rasberry “Downtown Comeback” presentation (with ED) 			<ul style="list-style-type: none"> ✓ MSI annual checklist ✓ Budget ✓ October bi-annual report ✓ CIP project list ✓ City funding grant request Oversee stakeholder collaboration ✓ April bi-annual report Staff review IDM training
ECONOMIC DEVELOPMENT	<ul style="list-style-type: none"> ✓ Challenge Grant submission FY19 	<ul style="list-style-type: none"> New business visits (x4) ✓ Open 4 Business 2019 (Twirl) Expert workshop series ✓ (Mallorie Rasberry – Sept. 27) 	<ul style="list-style-type: none"> ✓ Drop off zones (parking) 	<ul style="list-style-type: none"> Fees Day pass purchase option downtown 	<ul style="list-style-type: none"> ✓ MSI annual checklist Track/collect business stats Update business welcome packet
DESIGN	<ul style="list-style-type: none"> Façade review (x13) ✓ Fall clean up day/Plogging Spring clean up day Banner (1 new set) ✓ Holiday decorating Summer beautification (flowers) 	<ul style="list-style-type: none"> ✓ Shepherd Overlay Ordinance update through city approval process (with Board) Overlay awareness brochure 	<ul style="list-style-type: none"> Sign plan (with city) 	<ul style="list-style-type: none"> Handicap locations (parking) Parking lot cleanliness & maintenance 	<ul style="list-style-type: none"> ✓ MSI annual checklist
ORGANIZATION & DEVELOPMENT	<ul style="list-style-type: none"> ✓ Finish capital campaign for streetscape improvements (with Board) ✓ Flower fundraiser (Hops by Promo) 	<ul style="list-style-type: none"> ✓ Partner thank you Volunteer recognition party ✓ Main Street Iowa award nominations ✓ Upstairs Downtown 			<ul style="list-style-type: none"> ✓ MSI annual checklist Friends campaign Annual meeting Update “About CMS” packet
PROMOTIONS	<ul style="list-style-type: none"> ✓ Hops (Flower fundraiser) 	<ul style="list-style-type: none"> ✓ (winter) Calendar of Event mailing (x2) ✓ ARTapalooza ✓ FondoFest Show & Shine Movies Under the Moon (FY19) ✓ Holiday Hoopla <ul style="list-style-type: none"> o Kick off o Small Bus. Sat. o # Reindeer Games o Breakfast with Santa o Jingle & Mingle o Hoopla Cheer o Frosty 5K o Baby It’s Cold – ice o Movie Magic o Coloring Contest o Window Contest 		<ul style="list-style-type: none"> Positive, consistent message 	<ul style="list-style-type: none"> ✓ MSI annual checklist Newsletter (x10)

STRATEGIC GOALS ONE-SHEET - CEDAR FALLS COMMUNITY MAIN STREET

July 1, 2018 – June 30, 2019

Updated as of March 31, 2019

ITEM 8.

		<ul style="list-style-type: none"> ○ Trolley Rides ○ Letters to Santa 			
Collaborative effort with business owners, property owners, & city to achieve goals	DISTRICT AESTHETIC <i>Positive look and feel of the district</i>	BUSINESS FRIENDLY ENVIRONMENT <i>Supportive business community and strong business mix</i>	CONVENIENCE <i>District accessibility, functional side of district aesthetics</i>	PARKING <i>Positive impact on the parking experience downtown</i>	ANNUAL TASKS <i>Ongoing operational activities</i>
PROMOTIONS: Retail & Nightlife	<ul style="list-style-type: none"> ✓ Funtober decorating 	<ul style="list-style-type: none"> • ✓ Sidewalk Sales • ✓ Restaurant Week • ✓ Panther PAWty • ✓ Funtober <ul style="list-style-type: none"> ○ Fall Family Fun Day ○ Witches Walk ○ Trick or Treating ○ Costume Contest (bar event) • ✓ Fall Girls Night Out • ✓ Holiday Shop Hop • ✓ Small Business Saturday • ✓ Downtown Delights • ✓ Spring Shop Hop • Spring Girls Night Out • St. Patrick's Day event (new) 	<ul style="list-style-type: none"> • ✓ Business hours • Activate Sidewalks <ul style="list-style-type: none"> ○ ✓ Piano ○ Games ○ ✓ Music ○ Street squad 		<ul style="list-style-type: none"> • ✓ Cooperative advertising opportunities (TV, coupons, etc)

STRATEGIC GOALS ONE-SHEET - CEDAR FALLS COMMUNITY MAIN STREET
 July 1, 2018 – June 30, 2019
 Updated as of May 31, 2019

ITEM 8.

<i>Collaborative effort with business owners, property owners, & city to achieve goals</i>	DISTRICT AESTHETIC <i>Positive look and feel of the district</i>	BUSINESS FRIENDLY ENVIRONMENT <i>Supportive business community and strong business mix</i>	CONVENIENCE <i>District accessibility, functional side of district aesthetics</i>	PARKING <i>Positive impact on the parking experience downtown</i>	ANNUAL TASKS <i>Ongoing operational activities</i>
BOARD OF DIRECTORS	<ul style="list-style-type: none"> ✓ Finish capital campaign for streetscape improvements (with Org & Development) ✓ Shepherd Overlay Ordinance changes updates through city approval process (with Design) ✓ Complete district 1st Impressions checklist 	<ul style="list-style-type: none"> ✓ Advocate for façade grant program revival ✓ Host Mallorie Rasberry “Downtown Comeback” presentation (with ED) 			<ul style="list-style-type: none"> ✓ MSI annual checklist ✓ Budget ✓ October bi-annual report ✓ CIP project list ✓ City funding grant request Oversee stakeholder collaboration ✓ April bi-annual report Staff review IDM training
ECONOMIC DEVELOPMENT	<ul style="list-style-type: none"> ✓ Challenge Grant submission FY19 	<ul style="list-style-type: none"> New business visits (x4) ✓ Open 4 Business 2019 (Twirl) ✓ Expert workshop series (Mallorie Rasberry – Sept. 27; Planning for Profit – April 29; #RosieWasRight – May 23) 	<ul style="list-style-type: none"> ✓ Drop off zones (parking) 	<ul style="list-style-type: none"> Fees Day pass purchase option downtown 	<ul style="list-style-type: none"> ✓ MSI annual checklist Track/collect business stats Update business welcome packet
DESIGN	<ul style="list-style-type: none"> Façade review (x17) ✓ Fall clean up day/Plogging ✓ Spring clean up day ✓ Banner (1 new set – ordered, not installed) ✓ Holiday decorating ✓ Summer beautification (flowers) 	<ul style="list-style-type: none"> ✓ Shepherd Overlay Ordinance update through city approval process (with Board) ✓ Overlay awareness brochure 	<ul style="list-style-type: none"> ✓ Sign plan (with city) 	<ul style="list-style-type: none"> Handicap locations (parking) ✓ Parking lot cleanliness & maintenance (Paul Saap’s crew x1 per week) 	<ul style="list-style-type: none"> ✓ MSI annual checklist
ORGANIZATION & DEVELOPMENT	<ul style="list-style-type: none"> ✓ Finish capital campaign for streetscape improvements (with Board) ✓ Flower fundraiser (Hops by Promo) 	<ul style="list-style-type: none"> ✓ Partner thank you ✓ Volunteer recognition party ✓ Main Street Iowa award nominations ✓ Upstairs Downtown 			<ul style="list-style-type: none"> ✓ MSI annual checklist Friends campaign ✓ Annual meeting Update “About CMS” packet
PROMOTIONS	<ul style="list-style-type: none"> ✓ Hops (Flower fundraiser) 	<ul style="list-style-type: none"> ✓ (winter) Calendar of Event mailing (x2) ✓ ARTapalooza ✓ FondoFest ✓ Show & Shine ✓ Movies Under the Moon (FY19 planning) ✓ Holiday Hoopla <ul style="list-style-type: none"> ○ Kick off ○ Small Bus. Sat. ○ # Reindeer Games ○ Breakfast with Santa ○ Jingle & Mingle 		<ul style="list-style-type: none"> Positive, consistent message 	<ul style="list-style-type: none"> ✓ MSI annual checklist Newsletter (x10)

STRATEGIC GOALS ONE-SHEET - CEDAR FALLS COMMUNITY MAIN STREET

July 1, 2018 – June 30, 2019

Updated as of May 31, 2019

ITEM 8.

		<ul style="list-style-type: none"> o Hoopla Cheer o Frosty 5K o Baby It's Cold – ice o Movie Magic o Coloring Contest o Window Contest o Trolley Rides o Letters to Santa 			
Collaborative effort with business owners, property owners, & city to achieve goals	DISTRICT AESTHETIC <i>Positive look and feel of the district</i>	BUSINESS FRIENDLY ENVIRONMENT <i>Supportive business community and strong business mix</i>	CONVENIENCE <i>District accessibility, functional side of district aesthetics</i>	PARKING <i>Positive impact on the parking experience downtown</i>	ANNUAL TASKS <i>Ongoing operational activities</i>
PROMOTIONS: Retail & Nightlife	<ul style="list-style-type: none"> ✓ Funtober decorating 	<ul style="list-style-type: none"> • ✓ Sidewalk Sales • ✓ Restaurant Week • ✓ Panther PAWty • ✓ Funtober <ul style="list-style-type: none"> o Fall Family Fun Day o Witches Walk o Trick or Treating o Costume Contest (bar event) • ✓ Fall Girls Night Out • ✓ Holiday Shop Hop • ✓ Small Business Saturday • ✓ Downtown Delights • ✓ Spring Shop Hop • ✓ Spring Girls Night Out • St. Patrick's Day event (new) 	<ul style="list-style-type: none"> • ✓ Business hours • Activate Sidewalks <ul style="list-style-type: none"> o ✓ Piano o Games o ✓ Music o Street squad 		<ul style="list-style-type: none"> • ✓ Cooperative advertising opportunities (TV, coupons, etc)

STRATEGIC GOALS ONE-SHEET - CEDAR FALLS COMMUNITY MAIN STREET
 July 1, 2018 – June 30, 2019
 June 30, 2019

ITEM 8.

<i>Collaborative effort with business owners, property owners, & city to achieve goals</i>	DISTRICT AESTHETIC <i>Positive look and feel of the district</i>	BUSINESS FRIENDLY ENVIRONMENT <i>Supportive business community and strong business mix</i>	CONVENIENCE <i>District accessibility, functional side of district aesthetics</i>	PARKING <i>Positive impact on the parking experience downtown</i>	ANNUAL TASKS <i>Ongoing operational activities</i>
BOARD OF DIRECTORS	<ul style="list-style-type: none"> ✓ Finish capital campaign for streetscape improvements (with Org & Development) ✓ Shepherd Overlay Ordinance changes updates through city approval process (with Design) ✓ Complete district 1st Impressions checklist 	<ul style="list-style-type: none"> ✓ Advocate for façade grant program revival ✓ Host Mallorie Rasberry “Downtown Comeback” presentation (with ED) 			<ul style="list-style-type: none"> ✓ MSI annual checklist ✓ Budget ✓ October bi-annual report ✓ CIP project list ✓ City funding grant request Oversee stakeholder collaboration ✓ April bi-annual report ✓ Staff review IDM training
ECONOMIC DEVELOPMENT	<ul style="list-style-type: none"> ✓ Challenge Grant submission FY19 	<ul style="list-style-type: none"> New business visits (x4) ✓ Open 4 Business 2019 (Twirl) ✓ Expert workshop series (Mallorie Rasberry – Sept. 27; Planning for Profit – April 29; #RosieWasRight – May 23) 	<ul style="list-style-type: none"> ✓ Drop off zones (parking) 	<ul style="list-style-type: none"> ✓ Fees Day pass purchase option downtown 	<ul style="list-style-type: none"> ✓ MSI annual checklist ✓ Track/collect business stats Update business welcome packet
DESIGN	<ul style="list-style-type: none"> • Façade review (x17) ✓ Fall clean up day/Plogging ✓ Spring clean up day ✓ Banner (1 new set – ordered, not installed) ✓ Holiday decorating ✓ Summer beautification (flowers) 	<ul style="list-style-type: none"> ✓ Shepherd Overlay Ordinance update through city approval process (with Board) ✓ Overlay awareness brochure 	<ul style="list-style-type: none"> ✓ Sign plan (with city) 	<ul style="list-style-type: none"> Handicap locations (parking) ✓ Parking lot cleanliness & maintenance (Paul Saap’s crew x1 per week) 	<ul style="list-style-type: none"> ✓ MSI annual checklist
ORGANIZATION & DEVELOPMENT	<ul style="list-style-type: none"> ✓ Finish capital campaign for streetscape improvements (with Board) ✓ Flower fundraiser (Hops by Promo) 	<ul style="list-style-type: none"> ✓ Partner thank you ✓ Volunteer recognition party ✓ Main Street Iowa award nominations ✓ Upstairs Downtown 			<ul style="list-style-type: none"> ✓ MSI annual checklist Friends campaign ✓ Annual meeting Update “About CMS” packet (underway)
PROMOTIONS	<ul style="list-style-type: none"> ✓ Hops (Flower fundraiser) 	<ul style="list-style-type: none"> ✓ (winter) Calendar of Event mailing (x2) ✓ ARTapalooza ✓ FondoFest ✓ Show & Shine ✓ Movies Under the Moon (FY19 planning) 		<ul style="list-style-type: none"> Positive, consistent message 	<ul style="list-style-type: none"> ✓ MSI annual checklist ✓ Newsletter (x11)

STRATEGIC GOALS ONE-SHEET - CEDAR FALLS COMMUNITY MAIN STREET
 July 1, 2018 – June 30, 2019
 June 30, 2019

ITEM 8.

<p>Collaborative effort with business owners, property owners, & city to achieve goals</p>	<p>DISTRICT AESTHETIC <i>Positive look and feel of the district</i></p>	<p>BUSINESS FRIENDLY ENVIRONMENT <i>Supportive business community and strong business mix</i></p>	<p>CONVENIENCE <i>District accessibility, functional side of district aesthetics</i></p>	<p>PARKING <i>Positive impact on the parking experience downtown</i></p>	<p>ANNUAL TASKS <i>Ongoing operational activities</i></p>
<p>PROMOTIONS, cont.</p>		<ul style="list-style-type: none"> • ✓ Holiday Hoopla <ul style="list-style-type: none"> ○ Kick off ○ Small Bus. Sat. ○ # Reindeer Games ○ Breakfast with Santa ○ Jingle & Mingle ○ Hoopla Cheer ○ Frosty 5K ○ Baby It's Cold – ice ○ Movie Magic ○ Coloring Contest ○ Window Contest ○ Trolley Rides ○ Letters to Santa 			
<p>PROMOTIONS: Retail & Nightlife</p>	<p>✓ Funtober decorating</p>	<ul style="list-style-type: none"> • ✓ Sidewalk Sales • ✓ Restaurant Week • ✓ Panther PAWty • ✓ Funtober <ul style="list-style-type: none"> ○ Fall Family Fun Day ○ Witches Walk ○ Trick or Treating ○ Costume Contest (bar event) • ✓ Fall Girls Night Out • ✓ Holiday Shop Hop • ✓ Small Business Saturday • ✓ Downtown Delights • ✓ Spring Shop Hop • ✓ Spring Girls Night Out • St. Patrick's Day event (new) 	<ul style="list-style-type: none"> • ✓ Business hours • Activate Sidewalks <ul style="list-style-type: none"> ○ ✓ Piano ○ Games ○ ✓ Music ○ Street squad 		<ul style="list-style-type: none"> • ✓ Cooperative advertising opportunities (TV, coupons, etc)

**CEDAR FALLS COMMUNITY MAIN STREET
FY20 STRATEGIC GOALS ONE-SHEET
FY2020 – July Activities**

ITEM 8.

<i>Collaborative effort with business owners, property owners, & city to achieve goals</i>	DISTRICT AESTHETIC <i>Positive look and feel of the district</i>	BUSINESS FRIENDLY ENVIRONMENT <i>Supportive business community and strong business mix</i>	CONVENIENCE <i>District accessibility, functional side of district aesthetics</i>	PARKING <i>Positive impact on the parking experience downtown</i>	ANNUAL TASKS <i>Ongoing operational activities</i>
BOARD OF DIRECTORS	<ul style="list-style-type: none"> Review and implement MSI exchange visit recommendations 	<ul style="list-style-type: none"> Deliberate business visitation program 			<ul style="list-style-type: none"> MSI annual checklist ✓ Budget October bi-annual report City grant requests April bi-annual report Staff review Attend city council meetings Review/update program policies & procedures
ECONOMIC DEVELOPMENT	<ul style="list-style-type: none"> Challenge Grant submission FY20 	<ul style="list-style-type: none"> New business visits (3) Open 4 Business 2020 Plan & execute 2 deliberate actions to help fill vacant storefronts Establish Founder Peer Groups (with Red Cedar) Co-starter new business training (with Red Cedar) 	<ul style="list-style-type: none"> Promote store accessibility during construction 	<ul style="list-style-type: none"> Promote shuttle bus use ✓ Street signs ✓ Prizes 	<ul style="list-style-type: none"> MSI annual checklist Track/collect business stats Update business welcome packet
DESIGN	<ul style="list-style-type: none"> Façade review (x2) Fall clean up day Spring clean up day Banner (1 new set) Seasonal beautification (Flowers, Funtober, Holiday) 	<ul style="list-style-type: none"> Façade grant program (local) Update review checklist ✓ Overlay awareness brochure Historic preservation education 	<ul style="list-style-type: none"> Wayfinding within district 	<ul style="list-style-type: none"> Parking lot cleanliness & maintenance program 	<ul style="list-style-type: none"> MSI annual checklist
ORGANIZATION & DEVELOPMENT	<ul style="list-style-type: none"> Flower fundraiser (Hops with Promo) 	<ul style="list-style-type: none"> Partner thank you Volunteer recognition party Main Street Iowa award nominations Annual fundraiser – Naked Spaces Tour 			<ul style="list-style-type: none"> MSI annual checklist Build local program awareness through community outreach Friends campaign (100% board participation) Annual meeting Update “About CMS” packet

**CEDAR FALLS COMMUNITY MAIN STREET
FY20 STRATEGIC GOALS ONE-SHEET
FY2020 – July Activities**

ITEM 8.

Collaborative effort with business owners, property owners, & city to achieve goals	DISTRICT AESTHETIC <i>Positive look and feel of the district</i>	BUSINESS FRIENDLY ENVIRONMENT <i>Supportive business community and strong business mix</i>	CONVENIENCE <i>District accessibility, functional side of district aesthetics</i>	PARKING <i>Positive impact on the parking experience downtown</i>	ANNUAL TASKS <i>Ongoing operational activities</i>
PROMOTIONS	<ul style="list-style-type: none"> Hops (Flower fundraiser) 	<ul style="list-style-type: none"> Calendar of Event mailing (x2) Update ARTapalooza event Evaluate Fondo; repeat or drop Show & Shine Movies Under the Moon (FY20) Holiday Hoopla <ul style="list-style-type: none"> Kick off Small Bus. Sat. Breakfast with Santa Jingle & Mingle Hoopla Cheer Frosty 5K Baby It's Cold Movie Magic Coloring Contest Window Contest Trolley Rides Letters to Santa 	<ul style="list-style-type: none"> Promote ShopWhereILive.com 	<ul style="list-style-type: none"> Positive, consistent message (new parking brochure) 	<ul style="list-style-type: none"> MSI annual checklist Visitor Guide ad GBPAC ad Tourism co-op ads Shop/Dine like a local maps Kiosk map Kiosk flyers (weekly) Evaluate brochure for possible updates Little Village co-op ads with the Hearst Newsletter (x11)
PROMOTIONS: Retail & Nightlife		<ul style="list-style-type: none"> ✓ Sidewalk Sales Panther PAWty Funtober <ul style="list-style-type: none"> Fall Family Fun Day Trick or Treating Fall Girls Night Out Holiday Shop Hop Small Business Saturday Downtown Delights Spring Shop Hop Spring Girls Night Out St. Patrick's Day event Love Rocks 	<ul style="list-style-type: none"> Business hours Activate Sidewalks 		<ul style="list-style-type: none"> Cooperative advertising opportunities (TV, coupons, etc)

**CEDAR FALLS COMMUNITY MAIN STREET
FY20 STRATEGIC GOALS ONE-SHEET
Activities through August**

ITEM 8.

<p><i>Collaborative effort with business owners, property owners, & city to achieve goals</i></p>	<p>DISTRICT AESTHETIC <i>Positive look and feel of the district</i></p>	<p>BUSINESS FRIENDLY ENVIRONMENT <i>Supportive business community and strong business mix</i></p>	<p>CONVENIENCE <i>District accessibility, functional side of district aesthetics</i></p>	<p>PARKING <i>Positive impact on the parking experience downtown</i></p>	<p>ANNUAL TASKS <i>Ongoing operational activities</i></p>
<p>BOARD OF DIRECTORS</p>	<ul style="list-style-type: none"> Review and implement MSI exchange visit recommendations 	<ul style="list-style-type: none"> Deliberate business visitation program 			<ul style="list-style-type: none"> MSI annual checklist ✓ Budget October bi-annual report City grant requests April bi-annual report Staff review Attend city council meetings Review/update program policies & procedures
<p>ECONOMIC DEVELOPMENT</p>	<ul style="list-style-type: none"> Challenge Grant submission FY20 	<ul style="list-style-type: none"> New business visits (3) Open 4 Business 2020 Plan & execute 2 deliberate actions to help fill vacant storefronts Establish Founder Peer Groups (with Red Cedar) Co-starter new business training (with Red Cedar) 	<ul style="list-style-type: none"> Promote store accessibility during construction 	<ul style="list-style-type: none"> Promote shuttle bus use ✓ Street signs ✓ Prizes 	<ul style="list-style-type: none"> MSI annual checklist Track/collect business stats Update business welcome packet
<p>DESIGN</p>	<ul style="list-style-type: none"> Façade review (x5) Fall clean up day Spring clean up day Banner (1 new set) Seasonal beautification (Flowers, Funtober, Holiday) 	<ul style="list-style-type: none"> Façade grant program (local) ✓ Update review checklist ✓ Overlay awareness brochure Historic preservation education 	<ul style="list-style-type: none"> Wayfinding within district 	<ul style="list-style-type: none"> Parking lot cleanliness & maintenance program 	<ul style="list-style-type: none"> MSI annual checklist
<p>ORGANIZATION & DEVELOPMENT</p>	<ul style="list-style-type: none"> Flower fundraiser (Hops with Promo) 	<ul style="list-style-type: none"> Partner thank you Volunteer recognition party Main Street Iowa award nominations Annual fundraiser – Naked Spaces Tour 			<ul style="list-style-type: none"> MSI annual checklist Build local program awareness through community outreach Friends campaign (100% board participation) Annual meeting Update “About

**CEDAR FALLS COMMUNITY MAIN STREET
FY20 STRATEGIC GOALS ONE-SHEET
Activities through August**

					CMS" packet
<i>Collaborative effort with business owners, property owners, & city to achieve goals</i>	DISTRICT AESTHETIC <i>Positive look and feel of the district</i>	BUSINESS FRIENDLY ENVIRONMENT <i>Supportive business community and strong business mix</i>	CONVENIENCE <i>District accessibility, functional side of district aesthetics</i>	PARKING <i>Positive impact on the parking experience downtown</i>	ANNUAL TASKS <i>Ongoing operational activities</i>
PROMOTIONS	<ul style="list-style-type: none"> Hops (Flower fundraiser) 	<ul style="list-style-type: none"> Calendar of Event mailing (x2) Update ARTapalooza event Evaluate Fondo; repeat or drop Show & Shine Movies Under the Moon (FY20) Holiday Hoopla <ul style="list-style-type: none"> Kick off Small Bus. Sat. Breakfast with Santa Jingle & Mingle Hoopla Cheer Frosty 5K Baby It's Cold Movie Magic Coloring Contest Window Contest Trolley Rides Letters to Santa 	<ul style="list-style-type: none"> Promote ShopWhereLive.com 	<ul style="list-style-type: none"> Positive, consistent message (new parking brochure) 	<ul style="list-style-type: none"> MSI annual checklist Visitor Guide ad GBPAC ad Tourism co-op ads Shop/Dine like a local maps Kiosk map Kiosk flyers (weekly) Evaluate brochure for possible updates Little Village co-op ads with the Hearst Newsletter (x11)
PROMOTIONS: Retail & Nightlife		<ul style="list-style-type: none"> ✓ Sidewalk Sales Panther PAWty Funtober <ul style="list-style-type: none"> Fall Family Fun Day Trick or Treating Fall Girls Night Out Holiday Shop Hop Small Business Saturday Downtown Delights Spring Shop Hop Spring Girls Night Out St. Patrick's Day event Love Rocks 	<ul style="list-style-type: none"> Business hours Activate Sidewalks 		<ul style="list-style-type: none"> Cooperative advertising opportunities (TV, coupons, etc)

**CEDAR FALLS COMMUNITY MAIN STREET
FY20 STRATEGIC GOALS ONE-SHEET
Activities through September**

ITEM 8.

<i>Collaborative effort with business owners, property owners, & city to achieve goals</i>	DISTRICT AESTHETIC <i>Positive look and feel of the district</i>	BUSINESS FRIENDLY ENVIRONMENT <i>Supportive business community and strong business mix</i>	CONVENIENCE <i>District accessibility, functional side of district aesthetics</i>	PARKING <i>Positive impact on the parking experience downtown</i>	ANNUAL TASKS <i>Ongoing operational activities</i>
BOARD OF DIRECTORS	<ul style="list-style-type: none"> Review and implement MSI exchange visit recommendations 	<ul style="list-style-type: none"> Deliberate business visitation program 			<ul style="list-style-type: none"> MSI annual checklist ✓ Budget October bi-annual report City grant requests April bi-annual report Staff review Attend city council meetings Review/update program policies & procedures
ECONOMIC DEVELOPMENT	<ul style="list-style-type: none"> ✓ Challenge Grant submission FY20 	<ul style="list-style-type: none"> New business visits (3) Open 4 Business 2020 Plan & execute 2 deliberate actions to help fill vacant storefronts Establish Founder Peer Groups (with Red Cedar) Co-starter new business training (with Red Cedar) 	<ul style="list-style-type: none"> Promote store accessibility during construction 	<ul style="list-style-type: none"> Promote shuttle bus use ✓ Street signs ✓ Prizes 	<ul style="list-style-type: none"> MSI annual checklist Track/collect business stats Update business welcome packet
DESIGN	<ul style="list-style-type: none"> Façade review (x5) Fall clean up day Spring clean up day Banner (1 new set) Seasonal beautification (Flowers, Funtober, Holiday) 	<ul style="list-style-type: none"> Façade grant program (2 approved) ✓ Update review checklist ✓ Overlay awareness brochure Historic preservation education 	<ul style="list-style-type: none"> Wayfinding within district 	<ul style="list-style-type: none"> Parking lot cleanliness & maintenance program 	<ul style="list-style-type: none"> MSI annual checklist
ORGANIZATION & DEVELOPMENT	<ul style="list-style-type: none"> Flower fundraiser (Hops with Promo) 	<ul style="list-style-type: none"> Partner thank you Volunteer recognition party Main Street Iowa award nominations Annual fundraiser – Naked Spaces Tour 			<ul style="list-style-type: none"> MSI annual checklist Build local program awareness through community outreach Friends campaign (100% board participation) Annual meeting Update “About CMS” packet

**CEDAR FALLS COMMUNITY MAIN STREET
FY20 STRATEGIC GOALS ONE-SHEET
Activities through September**

ITEM 8.

<p><i>Collaborative effort with business owners, property owners, & city to achieve goals</i></p>	<p>DISTRICT AESTHETIC <i>Positive look and feel of the district</i></p>	<p>BUSINESS FRIENDLY ENVIRONMENT <i>Supportive business community and strong business mix</i></p>	<p>CONVENIENCE <i>District accessibility, functional side of district aesthetics</i></p>	<p>PARKING <i>Positive impact on the parking experience downtown</i></p>	<p>ANNUAL TASKS <i>Ongoing operational activities</i></p>
<p>PROMOTIONS</p>	<ul style="list-style-type: none"> • Hops (Flower fundraiser) 	<ul style="list-style-type: none"> • Calendar of Event mailing (x2) • Update ARTapalooza event • ✓ Evaluate Fondo; repeat or drop • Show & Shine • Movies Under the Moon (FY20) • Holiday Hoopla <i>Kick off Small Bus. Sat. Breakfast with Santa Jingle & Mingle Hoopla Cheer Frosty 5K Baby It's Cold Movie Magic Coloring Contest Window Contest Trolley Rides Letters to Santa</i> 	<ul style="list-style-type: none"> • Promote ShopWhereLive.com 	<ul style="list-style-type: none"> • Positive, consistent message (new parking brochure) 	<ul style="list-style-type: none"> • MSI annual checklist • ✓ Visitor Guide ad • ✓ GBPAC ad • Tourism co-op ads • Shop/Dine like a local maps • Kiosk map • Kiosk flyers (weekly) • Evaluate brochure for possible updates • Little Village co-op ads with the Hearst (x1) • Newsletter (x11)
<p>PROMOTIONS: Retail & Nightlife</p>		<ul style="list-style-type: none"> • ✓ Sidewalk Sales • ✓ Panther PAWty • Funtober promo <i>Trick or Treating</i> • Fall Girls Night Out • Holiday Shop Hop • Small Business Saturday • Downtown Delights • Spring Shop Hop • Spring Girls Night Out • St. Patrick's Day event • Love Rocks 	<ul style="list-style-type: none"> • Business hours • Activate Sidewalks 		<ul style="list-style-type: none"> • Cooperative advertising opportunities (TV, coupons, etc)

**Community Main Street
Director's Staff Report for April 2019:**

Committees:

- **Promotion/Retail/Nightlife** Hops; Spring Shop Hop; Show & Shine; Movies Under the Moon; Fondo; ARTapalooza; Holiday Hoopla
- **Design** – banner design; façade reviews; update design guideline brochure; spring clean up
- **Business Improvement** – business education programs (x2)
- **Organization & Development** – annual meeting
- **Board** –parking

Staff Activities:

- Event planning, facilitation, support and oversight of the following events
 - Hops
 - Shop for a Cause (Spring Shop Hop)
- ShopWhereILive.com planning
- Parkade design conference call
- Student evaluations for 3 history student volunteers
- Promoted and attended downtown visioning session and individual meeting
- Individual board member meetings (x3)
- Completed Art & Culture grant application for street performers; consulted with CFPD, Tourism, CVAGA to determine guidelines
- Met with Mark Ripplinger to review Peter Melendy park design updates
- Worked with CAPs students on banner design
- Grow Cedar Valley affiliate management team meeting
- Worked with Jenna Grover, owner of Twirl, on Open 4 Business grant
- Conducted community exchange visit to Ames
- Coordinated 2 parking groups activities regarding strategy, creative, and shared parking
- Presented to Women's Club sub-committee meeting
- Conducted interviews for office coordinator and hired Meribel Berry
- Hosted Planning for Profit, business development training
- Met with new neighborhood clean up crew coordinated by long time downtown volunteer Paul Sapp
- Attended Century 21 open house
- Attended Century 21 ribbon cutting
- Met with new potential downtown investor
- Planned two educational opportunities for downtown merchants (Planning for Profit; #RosieWasRight)
- Attended Passport for the Arts participant meeting
- Assisted city staff with 100 block alley project business contacts
- Planned Ames exchange dates
- Continued Details in the District fundraising campaign follow up
- Completed and submitted monthly reporting to Main Street Iowa
- Planned and facilitated all committee meetings and sub-committee meetings

Community Event Representation: Parking Committee (x2); Cedar Falls Community Foundation Public Relations meeting; Welcome reception for Kelly Stern @ CF Library; Library Co-working ribbon cutting; Tourism board meeting; Overman Business & Industry Luncheon; Cedar Falls Community Foundation; Sturgis Falls Kidsway Tent Fundraiser; World's Window 35th Anniversary event; City Council meeting

Staff Priorities for the next month:

Open 4 Business Grant
Community Exchange reporting
New hire training
Movies Under the Moon

**Community Main Street
Director's Staff Report for May 2019:**

Committees:

- **Promotion/Retail/Nightlife** Show & Shine; Movies Under the Moon; Fondo; ARTapalooza; Holiday Hoopla; Nightlife FY20 calendar
- **Design** – banner design; façade reviews; update design guideline brochure; flowers
- **Business Improvement** – FY2020 planning
- **Organization & Development** – Annual meeting, FY2020 planning
- **Board** – parking

Staff Activities:

- Event planning, facilitation, support and oversight of the following events
 - Girls' Night Out
 - Show & Shine
- Met with new friends of the library and Book Nook representatives
- City council member meeting – Daryl Cruse
- Attended Little Light Studio ribbon cutting
- Toured new construction 200 E. 2nd Street
- Coordinated EPI downtown flower planting and garden clean up day
- Parkade paver discussion
- Visioning promotion planning with city staff
- Worked with Pixel Lab on plan to show One Million Cups live on the downtown facebook page
- FY2020 planning
- Attended MSI mandatory training in Mt. Vernon
- Hosted #RosieWasRight
- Met with Ron Gaines
- SLI partner meeting (service learning) – secured UNI Cost Accounting class project to evaluate HH financials
- New volunteer meeting (x2)
- Hosted watering training for flower team
- Met with new business – Hurling Hatchet
- Planned MSI Design Consult meeting for June
- Met new communications specialist for the city
- Co-started planning with Danny Laudick
- Individual board member meetings (x1)
- Finalized Jenna Grover's (Twirl) Open 4 Business grant application
- Ames community exchange visit documentation
- Staff training
- Passport for the Arts – participated in editing materials
- Continued Details in the District fundraising campaign follow up
- Completed and submitted monthly reporting to Main Street Iowa
- Planned and facilitated all committee meetings and sub-committee meetings

Community Event Representation: One Million Cups; Parking Committee (x2); Wayfinding Committee; Cedar Valley Tourism Awards; Cedar Falls Community Foundation Public Relations meeting; Cedar Falls Community Foundation Exec meeting; City Council meeting (x1)

Staff Priorities for the next month:

- Continue staff training
- FY2020 program of work and budget

**Community Main Street
Director's Staff Report for June 2019:**

Committees:

- **Promotion/Retail/Nightlife** Movies Under the Moon; Panther Pawty; Fondo; ARTapalooza; Holiday Hoopla; FY20 calendar
- **Design** – order big banners; façade reviews; update design guideline brochure; update design checklist, watering flowers
- **Business Improvement** – FY2020 planning
- **Organization & Development** – FY2020 planning
- **Board** – parking, visioning

Staff Activities:

- Event planning, facilitation, support and oversight of the following events
 - Movies Under the Moon
- Attended Visioning sessions June 1 – June 6
- Met with Stephanie Sheetz (x2)
- Met with Ron Gaines
- Met with Pixel Labs to discuss future projects
- Promoted downtown shuttle; participated in various media interviews
- Hosted Maia Jessen, Main Street Iowa Design Specialist (4 business visits)
- Evaluated office technology including current equipment; identified future needs (x3 meetings with Dave Hanson of RSPN)
- FY2020 planning
- Attended Ames Iowa ED committee meeting at request of Ames director and Main Street Iowa to provide education on working with local businesses
- Met with Hearst representatives to discuss public art in the district
- Attended HubSpot Training at Mill Race
- Attended 100 block alley meeting
- Met with Hatchling & Hens to address concerns regarding sandwich signs
- Attended Co-started training (1 ½ days)
- KWWL noon news live interview
- Met with Mark Ripplinger to go over streetscape recognition plaque project
- Met with Blue Room architect
- Holiday Hoopla Sturgis Falls parade float prep, participation
- Assisted CF Tourism Bureau with Sturgis Falls Children's parade
- FY2020 budget prep; one sheet prep
- Staff training
- Continued Details in the District fundraising campaign follow up
- Completed and submitted monthly reporting to Main Street Iowa
- Planned and facilitated all committee meetings and sub-committee meetings

Community Event Representation: Parking Committee (x2); Park & Rec.; UNI Orientation (x1); LSB Ribbon Cutting; Cedar Falls Community Foundation Public Relations meeting; City Council meeting (x2)

Staff Priorities for the next month:

Continue staff training
FY2020 program of work and budget
Event planning – Fondo, ARTapalooza, Holiday Hoopla

**Community Main Street
Director's Staff Report for July 2019:**

Staff Activities:

- Planned and facilitated all committee meetings and sub-committee meetings (see one sheet)
- Event planning, facilitation, support and oversight of the following completed events
 - Movies Under the Moon
 - Sidewalk Sales
- Addressed 100 Block trash receptacle issues; city meeting
- Met with new city communications specialist, Amanda Huisman
- Met with Fahr Beverage rep regarding beer line up for Fondo
- Attended Penne Koepfel visitation
- Technology support meetings (x2) – selected vendor and started process to secure data
- Distributed city's parking maps to downtown merchants
- Worked with Rick Vanderwall to schedule, promote, and pay street buskers
- Panther PAWty – met with sponsor to review event changes; met with UNI Now representative
- ShopWhereILive.com merchant promotion
- Parking Technical Committee participation and projects
- HH fundraising video planning, filming, social media posts
- New business visits (x2)
- Reviewed insurance policy with Steve Shoemaker, Brummel Madson
- Currents taping – Fondo, ARTapalooza
- Hampton Inn & Suites- met with district sales rep; met with general manager; toured construction x2
- Met with Stephanie Sheetz (x2)
- Iowa Financial Fitness Challenge webinar (Carol) – determined not something for CMS
- Marketing 3-4-5 webinar (Kim)
- Next Gen Economic Development webinar (Carol)
- MSI Challenge Grant Q&A webinar (Carol)
- Tourism guide – met with Kim Manning regarding ad sales changes
- Met with the Courier rep to learn about a new quarterly concept they are launching
- Met with UNI entrepreneur student regarding business development
- Surveyed #RosieWasRight participants; reported to UNI
- Attended Shine Bowl parade to stamp Passport for the Arts cards
- Naked Spaces Vacant building tour – developed new event concept with newly created committee
- Waterloo/Waverly/CF Main Street director meeting
- Promoted downtown shuttle
- KWWL noon news live interview
- Continued Details in the District fundraising campaign follow up; sent update letter to donors
- Completed and submitted monthly reporting to Main Street Iowa

Community Event Representation: One Million Cups; Parking Committee (x2); Park & Rec. (x2 – commission meeting, focus group meeting); Cedar Falls Community Foundation (Exec and PR); City Council meeting (x2); College Hill Parking Study Public Presentation; Cedar Falls Tourism & Visitor Bureau board meeting;

Staff Priorities for the next month:

- Event planning – Fondo, ARTapalooza, Naked Spaces, Funtober, Holiday Hoopla
- Work with Main Street Iowa on Sept. board training
- Presentation prep

Community Main Street Director's Staff Report for August 2019:

Staff Activities:

- Planned and facilitated all committee meetings and sub-committee meetings (see one sheet)
- Event planning, facilitation, support and oversight of the following completed events
 - Movies Under the Moon
 - Panther PAWty
 - Fondo
- Met with Amy Dutton, SBDC to review program offerings; discuss partnership
- Met with Ron Gains and Exec
- Organized ½ Co-starter training for Main Street Iowa staff to attend in CF; attended training
- Met with new volunteer, Sydney Lundgren
- Met with person interested in starting a new business downtown; connected them to co-starter training opportunity
- Met with Bruce Peterson to discuss and share ideas for new window at Pump Haus
- Facilitated meeting between Open 4 Business candidate Twirl and MSI ED specialist
- Met with a couple interested in starting a new business downtown
- Met with Mark Kittrell to discuss downtown development
- Coordinated CMS ad in the tourism guide
- Met with Danny Laudick on partnership projects
- Met with Gary Jones to coordinate Sept. 7 parking (ARTapalooza/ ½ marathon)
- KWWL noon news live interview
- Met with Tara Kinder to discuss welcome packet idea
- Attended Driftless Style open house event
- Met with new MIX sales rep
- Met with Nate Clayborn regarding CAPs design sprint; downtown mural is selected project
- Facilitated Hampton Inn & Suites tour for CMS board
- Took photos of steam tunnel below Caboose Stop Hobbies for city project
- Attended Barbara Brown's visitation
- Technology support meetings (x2) – selected vendor and started process to secure data
- ShopWhereLive.com merchant promotion
- Parking Technical Committee participation and projects
- New business visits (x?)
- Worked with Michael Waglor of Main Street Iowa to facilitate local arrangements for Irv Henderson's visit to Cedar Falls (National Main Street Center advisory board)

- Attended Iowa Downtown Conference (mandatory attendance per MSI)
- Met with Stephanie Sheetz (x2)
- Attended DJ Jumpsuit fundraiser for CMS at Brass Tap (\$400 raised for Street Busker program)
- MSI Challenge Grant project selection; coordinating grant submission with weekly check-ins with selected candidate
- Naked Spaces Vacant building tour planning – new event concept with newly created committee
- Promoted downtown shuttle
- Completed and submitted monthly reporting to Main Street Iowa

Community Event Representation: Parking Committee (x2); Grow Cedar Valley Affiliate meeting; Cedar Falls Community Foundation (PRx2); City Council meeting (x2); Cedar Falls Tourism & Visitor Bureau board meeting; Attended Place to Play Ribbon Cutting

Staff Priorities for the next month:

- Event planning –ARTapalooza, Naked Spaces, Funtober, Holiday Hoopla
- Work with Main Street Iowa on Sept. board training
- Main Street Exchange report to Ames

**Community Main Street
Director's Staff Report for September 2019:**

Staff Activities:

- Planned and facilitated all committee meetings and sub-committee meetings (see one sheet)
- Event planning, facilitation, support and oversight of the following completed events
 - ARTapalooza
- Met with JEPC representative Laurie Watje to discuss Sip & Savor in Naked Spaces tour participation
- Transitioned to new server, new shared file system, new calendar and new email
- Coordinated community exchange report in CF and traveled to Ames to present our report
- Met with council representatives Frank Darrah and Mark Miller
- Met with Cedar Valley Sports Commission rep Ashely Johnson to review Fondo
- Attended CV Hospitality meeting (area attractions and lodging establishments)
- Helped facilitate Main Street Iowa participation in Co-starter conference call; Dec. optional training
- Followed up with city staff on streetscape plaques for benches and light poles
- Assisted in Challenge Grant prep for Leeper project; submitted grant application
- Secured intern to assist merchants with ShopWhereILive.com
- Met with various media representatives
- Monthly meeting with Ron Gaines
- Arranged Main Street Iowa 101 training for new board members and emerging leaders
- Confirmed partnership with Threshold for HH Frosty 5K
- Met with Eagle View representative Dee Nelson to learn of their plaza partnership proposal
- Helped two UNI students with business idea
- Coordinated staff participation in CAPs Design Sprint (Kim)
- Met with regional census representative
- Met with Women's Club representative Jane Ingraham
- Research on-line fundraising platform
- Met with new business owner Maizy from Pepper
- Reviewed snow removal options for bump outs, Santa's workshop, office
- Parking Technical Committee participation and projects
- Promoted downtown shuttle
- KWWL noon news live interview
- Completed and submitted monthly reporting to Main Street Iowa

Community Event Representation: Parking Committee (x1); Park & Rec. (x2 – commission meeting, town hall meeting); Issac Campbell public mural presentation; CAPs Advisory Board; Cedar Falls Community Foundation (PR and Community Builder Awards); City Council meeting (x2); Cedar Falls Tourism & Visitor Bureau board meeting;

Staff Priorities for the next month:

- Event planning – GNO, Trick or Treat, Holiday Hoopla
- October bi-annual report prep
- Imagine Cedar Falls Visioning project participation



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

ITEM 9.

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

INTEROFFICE MEMORANDUM

TO: Mayor Brown and City Council Members
FROM: Jennifer Rodenbeck, Director of Finance & Business Operations
DATE: October 16, 2019
SUBJECT: FY20 Report by College Hill Partnership

As you are aware, starting in FY09 we signed formal agreements with those outside agencies that receive funding from the City of Cedar Falls. As part of those agreements, these agencies were required to submit reports and documentation on how those funds were used.

Attached is the bi-annual report for FY20 filed by College Hill Partnership. The first ½ payment for their SSMID funding and the first ½ payment for their economic development grant are therefore listed on the council bills to be processed.

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



College Hill Partnership

2304 College Street
Po Box 974
Cedar Falls, Iowa 50613

Phone: 319-273-6882
collegehillpartnership@gmail.com
www.collegehillpartnership.org

2019-2019

Board of Directors

Dave Deibler, President
Chris Martin, Vice President
Becky Hawbaker, Secretary
Doug Johnson, Treasurer
Andrea Geary
Andy Fuchtman
Barb Schilf
Brent Dahlstrom
Jacob Levang
Kyle Dehmlow
Ryan Kriener

15 October 2019

Mayor Brown & Members of Cedar Falls City Council

220 Clay Street
Cedar Falls, IA 50613

RE: SSMID, Economic Development, Façade Grant

Attached please find the Biannual Report form College Hill Partnership detailing our organization's current status and progress in promoting and revitalizing the College Hill.

In this report you will find the following information:

- Accomplishments of the last 6 Months
- List of Current Board of Directors
- Financial Statements
- 2019-2020 Budget (included on Financial Statement)

We are thankful for the support that the City of Cedar Falls has given our organization over the year and the collaboration that we have had.

With the submission of this report, we respectfully ask for the disbursement of the SSMID Funds, Façade Grant Funds and Economic Development Funds to the College Hill Partnership. Please notify us if there is any additional information as needed as we would be happy to provide it.

Sincerely,

Kathryn Sogard, Executive Director

On behalf of the College
Hill Partnership Board Of
Directors



Economic Development Fund/SSMID Community Development Fund EVALUATION FY20

Project Completion and Evaluation Form

To assist the Economic Development Review Board in evaluating the impact your organization/project had on contributing to or promoting economic development and the creation of quality employment opportunities in Cedar Falls, please complete the following (*use additional paper if necessary*):

Project Completion and Evaluation Form

Name of Organization: College Hill Partnership

Project Description:

- The College Hill Partnership received approval of our business district as a Self-Supported Municipal Improvement District.
- The objective of the College Hill Partnership SSMID is to help further our organization by representing and advocating for the interests of the College Hill. We have worked to do this through economic development, tourism, and quality of life in the College Hill area. We have also worked to improve the performance of the administration, redevelopment, and revitalization of the district. These funds specifically have helped to pay to further our mission of revival and promotion of the College Hill area.

- The College Hill Partnership received approval of an Economic Development Grant.
- The objective of the Economic Development grant is to further our mission to remain a leader in revitalization and promotion of the College Hill Overlay District. Funds for the specific grant were to supply monies to support efforts of aesthetic caretaking and to support efforts to research the economic atmosphere on College Hill.
- The College Hill Partnership received approval of the Façade Improvement Grant.
- The objective of the Façade Improvement grant is to further our mission to remain a leader in revitalization and promotion of the College Hill Overlay District. Funds are being used to supply the CHP and the College Hill Businesses to improve the facades of their buildings.

What is the mission of your organization?:

- College Hill Partnership (CHP) is a non-profit organization that serves as the leader in the revitalization and promotion of the College Hill area, an urban neighborhood community. The scope of its mission includes promoting healthy neighborhood businesses and housing enhancement, strengthening collaboration and pride; developing public/private partnerships; and serving as an advocate for addressing area concerns.

Grant Amount: SSMID \$25,000.00+ Economic Development Grant \$3,000.00 Façade Improvement Grant \$6,000

Address of Organization or person completing this application:

Street: P.O. Box 974

City: Cedar Falls

State: Iowa **Zip:** 50613

Phone: 319-273-6228

Email: collegehillpartnership@gmail.com

1. Do you consider your organization/project a success April 2019 2018 through October 2019? Why?

- Our organization has made advancements over the last six months. The CHP focused its efforts in the previous six months on creating programming that supports our mission supporting economic development. The College Hill Partnership has helped facilitated several forums for stakeholders. These forums have helped constituents voice concerns on upcoming changes to the overlay district.
- Our Executive Director has worked hard to be a voice for the College Hill. Without SSMID funding, the CHP would run solely on volunteer hours.
- We have installed new banners throughout our district. They include a mix of banners along W 23rd Street and College Street and neighborhood banners along Seerley Blvd.
- We are encouraged four new businesses have located to the Hill and opened their doors. We are looking forward to seeing new entrepreneurs head to the Hill to open a business.
- We have been a part of several collaborative projects, as well. Such as:
 - Street Farmers Markets
 - Pear Fair
 - UNI Gradfest
 - UNINOW Event: Panther Block Pawty

- Fortepan Wheat Pasting Mural Project

2. Does the outcome of this grant funding to your operation/project align with the Economic Development Fund/SSMID goals of complementing Cedar Falls economic development efforts? Explain.

The College Hill Partnership use of SSMID funding aligns with the efforts of the city in several ways:

- We have seen an increase in investment in our district. This investment has resulted in a steady job growth. College Hill has seen the opening of Buzz Smoke and Vapor, Oh My Grill, and soon to open a new hookah bar located on College Street.
- The College Hill Partnership is unique with its connection to not only the business district but to the University (through a Staff Liaison and Student Board member). By funding the CHP, a multifaceted organization, with a diverse demographic, the City of Cedar Falls is ensuring that customers are connected to businesses, and vice-versa. Through this connection, College Hill companies can supply offerings that are in demand. A study supported by the CHP several years ago helped neighbors voice their support for a coffee shop on the Hill. Because of this study, the College Hill Business District was able to gain Sidecar Coffee, now a staple of the Hill. We have made additional efforts to study the desires of not only the patrons of College Hill but also the nearby residents. We have partnered with a group of university students to promote a survey determining the desired offerings the Partnership could offer in Seerley Park. This group of students is using some base data collected by our Neighborhood Services Committee. It has created and revised a survey to include students at UNI. This partnership is vital to ensuring a large sample is taken from a broad spectrum of users. We hope to use their data collected to create a plan to improve the Seerley Park. We have utilized Seerley Park for many of our events to promote community on College Hill.
- Over the past six months, we have also partnered with another group from UNI. This group is made up of UNI Presidential Scholars who are working to implement a Sexual Assault Prevention Bystander Training Program in the Cedar Valley. They chose College Hill to test out their curriculum with the hopes they will be able to implement the program in other popular nightlife areas in the Cedar Valley. According to BJS.gov, the Midwest region has the highest rate of sexual assaults in the nation. Many attacks happen when alcohol is involved. Having a program offered on College Hill is a benefit not only to businesses, but to the patrons, and the overall safety of our broader community. Programs such as these support economic development and help to ensure successful business on the Hill. We are currently working on a similar project to implement mirror prompts. These prompts can be found on mirrors around campus, and the NISG is working on displaying the same prompts on mirrors throughout College Hill.
- These outcomes and efforts show that the economic environment in the College Hill and City of Cedar Falls is a positive one that encourages businesses to locate and expand here.

3. Did receipt of an Economic Development Fund, Community Betterment grant, and SSMID enable your organization/project to provide a new service to promote economic development or the creation of quality employment opportunities in Cedar Falls? How?

The nature of the College Hill is an ever-changing. It is a developing area which requires that our organization continual focus on renewal and community engagement. The SSMID funding helps the College Hill Partnership provide numerous services that promote economic development and

improve quality employment opportunities. This past year the College Hill Partnership has been able to maintain a part-time Executive Director. SSMID monies helped further our mission. It helped us create consistency on our board and in each of our committees. Our services fall into four key areas.

- Encouraging cooperative business strategies
- Developing awareness of the neighborhood and business district through digital media
- Including several collaborative opportunities for marketing through events and partnerships
- Improving the physical appearance of the College Hill
- Promoting the District
- Sponsoring and Fostering Cultural Events
- See specific examples in the following answer

4. Please provide a summary of activities complete from April 2018 through October 2018 by your organization/project.

The College Hill Partnership has many services aimed at promoting economic development. Through the receipt of funds, we were able to undertake many new projects during the year. Summarization of our organization's activities are as follows:

Encouraging cooperative business strategies. The College Hill Partnership has an understanding of the challenges the College Hill area faces. We work together with merchants, residents, landlords, the University of Northern Iowa, and the City of Cedar Falls to make physical improvements. We have also been at the forefront in facilitating growth through better communication and connecting relevant parties. We have helped business growth through assisting with the establishment of a College Hill TIF District, a College Hill Urban Revitalization Program (CHURP), and participation in the Façade Grant Program. The CHP staff has developed a local business survey to be completed in the upcoming months to provide more statistics of the neighborhood businesses. In addition to this survey, we have been working on compiling information about residents within our district. Having knowledge about each segment of our organization will help ensure we are providing the necessary services to our community which we serve. This sort of data helps to inform our business decisions and support the local business environment. As mentioned before, several businesses are opening on the Hill this Summer and Fall, and we hope that more will follow. Consistent efforts and meetings with the local shops and an active Executive Director have helped us improve our communication with the overall business district. We have been able to conduct and facilitate several public forums that have addressed specific challenges that College Hill Businesses face including, safety and aesthetic care.

Improving the physical appearance of College Hill. One of CHP's charges is to create an inviting environment where people want to live, work, and visit. The College Hill district is a significant gateway to Cedar Falls through UNI. It is one of the first districts that create an impression; the local area shows to visitors, future students, and their parents. To that end, the CHP has overseen the maintenance of flower beds in Petterson Plaza and along College and 23rd Streets. Over the past month the College Hill Partnership beds have been highlighted on several Master Gardner websites highlighting public garden spaces, and how to maintain them successfully. In the past six months, the College Hill Partnership has worked with the Black

Hawk County Master Gardeners to aid our organization in the beautification of the area. Their volunteers have continued to donate countless hours to help put the plant beds to bed for the winter season. A collaboration between the College Hill Partnership, BHC Co Master Gardeners, and Friends of Pettersen Plaza have also spent almost 150 hours working on providing an aesthetically pleasing, event-friendly space at the bottom of the Hill that reflects the Namesake of the Plaza, Hugh Pettersen. Without the support of the Parks and Rec Commission and the City Council, we would not be on our way to finalizing a plan for the small plaza at the bottom of the Hill. We are looking forward to implementing our spring program of beautification and welcoming our newest team member to help us care for the aesthetic needs of the Hill. To date, we have raised over \$10,000 in private donations to go towards the improvements of Pettersen Plaza. This effort has resulted in a beautiful aesthetically pleasing area drawing the attention of the local community. Many of the board members can be found spending free time picking up trash and debris left behind in highly used areas like the College Hill neighborhood. Another proud partnership we have is with UNI NOW and Community Main Street for UNI's Welcome Week. Through this partnership, we have facilitated a clean-up service day. This day featured an opportunity for UNI Students to help us clean up the Hill. Over a dozen people were on the Hill for just over an hour picking up trash and recyclables. We have already begun the planning for this year's events and look forward to having new UNI students help us care for their and our neighborhood. The College Hill Partnership wants to also thank the City of Cedar Falls for the lengthy discussions about trash collection in the College Hill Business District and the Downtown District. We appreciate that the City wants to care for our districts and understand funding for that care can be costly. Our organization wants to thank City Staff and City Council Members for realizing that additional expenses required for caretaking would be an additional burden. This would mean our focus would shift away from other economic development activities. The financial support and human resources to care for trash and the College Hill Partnership much appreciates other unexpected repairs or maintenance, and the entire overlay. We have also been fortunate to partner with SAE on the Northern Iowa Campus to help us care for one of the more extensive beds along 23rd Street. This partnership has allowed us to build a new relationship with young members of our community and build on our link with the University of Northern Iowa. With our unique position close to campus, we believe it is our job to help encourage university students and community members to come together. We hope that by bringing these two groups together, we can work towards common goals to improve our community. With the support of the CHP, we had more business than student groups who wanted to be involved in this collaborative tradition.

Usage of Economic Development Fund Monies. The College Hill Partnership was awarded \$3,000 through the Economic Development Fund. \$2,500 was allocated to aesthetic caretaking. These funds have allowed us to fill a position to help care for the College Hill Business District. This caretaker is a great addition to our staff and has kept the Hill clean and safer between planned volunteer clean-ups. With the high volume of traffic on College Hill, a consistent effort is required to keep it clean. The other \$500 is going to be allocated to a study that will help the College Hill Partnership analyze the economic environment on College Hill.

Usage of Facade Fund Monies. The CHP was awarded monies through the Facade Fund. Monies are being utilized to make improvements in our district. By allocating funds to

businesses that are investing in improving their facades, the overall appearance of the Hill is greatly improved.

Promoting College Hill. The College Hill Partnership is promoting the Hill through regular face-to-face meetings, frequent email communication, a booth at the annual College Hill Arts Festival, our website (www.collegehillpartnership.org) and blog,

- our Facebook Page (1783, a 9.2% increase in the last 6 months),
- Twitter account (2333, a 5.5% increase over the previous 6 months),
- Instagram account (1390, a 21.7% increase in the last 6 months),
- and newly added LinkedIn account (356),

we help keep all of our members and interested groups connected and up-to-date with what's happening on College Hill, and how we can assist in its improvement. We have also added in the last twelve months Snapchat, and Pinterest accounts, all growing in popularity and reach. One of the most popular posts on our Social Media channels was a project we have collaborated with UNI and Fortepan Iowa. We worked to capture the process of installing five wheat pasting murals on College Hill. The social reach was massive for us and a great highlight for College Hill and Cedar Falls. This social media exposure even reached the country of Fortepan's origin, Hungary. We have also connected with members via email and google groups in efforts to ensure we are communicating the CHP's activities. This past year we were excited to add a blog hosted on the CHP website. We have used our blog feature upcoming events, important College Hill news, and updates from the City. We have also featured several guest bloggers from our community writing about all things College Hill. One of our most viewed blogs is an article about the history of the trees along Seerley Blvd. Because of the vast nature of the College Hill Partnership, there are many exciting dimensions we can highlight, and many stakeholders' stories to tell and the Partnership felt a great way to showcase our diverse community was to increase our social reach through an online publication. This blog is an opportunity also to showcase issues relevant to our community.

Sponsoring and Fostering Cultural Events. Since 2008, the CHP has sponsored many events that have become traditions. The CHP Annual Meeting (April), and the annual neighborhood picnic (August). The CHP also helped establish the College Hill Farmers Market, 22nd and College, co-sponsored with UNI's CEEE (weekly, Thursdays, June- Oct). This year we have supported hosting the farmers market on College Street to encourage more vendors and customers to participate. These events helped to spur other activities, including Pear Fair – Mohair Pear (October, began 2011); the College Hill Music Festival (May; began 2013), and the College Hill Criterium Bicycle Race (April, began in 2013).

Additionally, this year, we hosted the 4th Annual Oktoberfest event, which helped support and increases business activity and showcases what the College Hill area has to offer. We were honored to work side by side with the University of Northern Iowa and Community Main Street to create an excellent Fall Kickoff for New UNI students. This event helps to introduce students to both districts and help them become more familiar with Cedar Falls. The College Hill Partnership has noted our most successful events are when we can partner with community organizations. By having more organizations involved, we can cross-promote the event, develop stronger community bonds, and shoulder the burden of the cost events can create. Activities such as these are an essential way to appeal to a substantial, diverse demographic, which brings a significant amount of revenue to the College Hill and the City of Cedar Falls. Our events

committee volunteers spent countless hours over the summer and Fall to make these events unique and successful. All activities mentioned above increase the vitality of College Hill, drive interest in spending time on the Hill, and aid economic development within our local district and the City of Cedar Falls.

5. Do you have suggestions for improvement of this grant process?

- Our organization does would like to make the suggestion of, instead of submitting a biannual report maybe submitting monthly board packets. Our board packet includes:

- Minutes from meetings
- Coordinators Report
- Committee Updates
- Financial Reports
- Other details which are included in this report.

We believe this might be a better glimpse into the vast array of work that the College Hill Partnership undertakes.

6. The Economic Development Fund Evaluation Reports (Bi-Annual) for the Fiscal Year 2016 must be submitted by October 15, 2019, and April 15, 2020, to:

**Cedar Falls Economic Development Review Board
c/o Director of Community Development
220 Clay Street
Cedar Falls, IA 50613**

Supporting Documents

**College Hill Partnership
2018-2019
Board of Directors**

Resident: Chris Martin (2018-2020) - chris.martin@cfu.net
Secretary - Resident: Becky Hawbaker (2018-2020) - becky.hawbaker@uni.edu
President - Landlord: Dave Deibler (2018-2020) - Octopuscollegehill@gmail.com
Landlord: Ryan Kreiner (2019-2021) - rkriener@msn.com
Business: Andrea Geary (2019-2021) - andrea@milkboxbakery.com
Business: Barb Schilf (2018-2020) - barb.mohairpear@gmail.com
President - At Large: Kyle Dehmlow (2019-2021) - kyledehmlow1@gmail.com
Treasurer - At Large: Doug Johnson (2017-2019) - djohnson@panthersupply.com
At Large: Brent Dahlstrom (2019) - brentdahlstrom@gmail.com
At Large: Andy Fuchtman (2017-2019) - fuchtman@gmail.com
At Large (Student): Jacob Levang (2019-2020) - nisg-president@uni.edu

Non-Voting Board Members

Past President: Kamyar Enshayan - kenshayan@gmail.com
UNI Liaison: Andrew Morse – Andrew.morse@uni.edu
City of Cedar Falls Liaison: Mike Hayes - mike.hayes@cedarfalls.com
City of Cedar Falls Liaison: Karen Howard – Karen.howard@cedarfalls.com
Master Gardner: Vaughn Griffith – vjgriff@forbin.net
College Hill Arts Festival Liaison: Mary-Sue Bartlett - mary-suebartlett@cfu.net
Cedar Valley Alliance Liaison: Cary Darrah - carydarrah@cfu.net
Community Main Street Liaison: Carol Lilly - cmsdirector@cfu.net
Executive Director: Kathryn Sogard - collegehillpartnership@gmail.com
City Council Representative: Tom Blanford - Tom.Blanford@cedarfalls.com

**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 Brown and City Councilmembers
From: Jeff Olson, Public Safety Services Director/Chief of Police
Date: October 17, 2019
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) Aldi Inc., 6322 University Avenue, Class C beer & Class B wine - renewal.
- b) Pablo's Mexican Grill, 310 Main Street, Class B beer - renewal.
- c) Fareway Store, 4500 South Main Street, Class E liquor - renewal.
- d) Fleet Farm, 108 West Ridgeway Avenue, Class C beer & Class B wine - new.
- e) Fleet Farm, 400 West Ridgeway Avenue, Class C beer & Class B wine - new.



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 Brown & City Council
FROM: Stephanie Houk Sheetz, AICP, Director of Community Development
DATE: October 14, 2019
SUBJECT: Main Street Iowa Program Agreement

Every two years, Community Main Street, the Iowa Economic Development Authority and the City of Cedar Falls consider an agreement to continue their partnership. The last agreement was completed in May 2018. Attached is an agreement for the next two-year period, covering January 1, 2020 – December 31, 2021. This agreement is substantially the same as the previous agreement.

The Community Main Street Board has adopted a resolution of support. Staff recommends approving the attached agreement and City resolution of support.

Partnership with Community Main Street helps implement Organizational Goal #6 to create an environment conducive to economic development.

CC: Ron Gaines, PE, City Administrator
Carol Lilly, Executive Director, Cedar Falls Community Main Street

Main Street Iowa Program Agreement

Agreement # PS20 -G300-MSI-06

Effective Dates: January 1, 2020 – December 31, 2021

Agreement between the Iowa Economic Development Authority, the City of Cedar Falls and Community Main Street Inc. for the purpose of continuing the Main Street Program in Cedar Falls.

THIS AGREEMENT is entered into and executed by the Iowa Economic Development Authority herein referred to as the "IEDA", the City of Cedar Falls herein referred to as the "City", and Community Main Street Inc. herein referred to as the Local Main Street Program".

WHEREAS, The City and Local Main Street Program established a partnership with IEDA in 1987 and desires that the program continue; and

WHEREAS, the IEDA desires to continue the relationship which has been established with the City and the Local Main Street Program;

NOW THEREFORE, in consideration of the foregoing and mutual covenants and agreements contained herein, the parties have agreed to do as follows:

SECTION I. The Local Main Street Program agrees to:

1. Maintain the local program's focus on the revitalization of the designated Main Street district utilizing the Main Street Approach™. This focus should be reflected in the programs annual plan of action, goals and objectives, vision, and mission statement.
2. Employ a paid full-time Executive Director for the Local Main Street Program who will be responsible for the day-to-day administration of the Local Main Street Program in the community. Full-time employment is defined as 40 hours per week dedicated to the Local Main Street Program work. Part time employment is 25 hours per week dedicated to the Local Main Street Program work. The Local Main Street Program and City will work to the best of their ability to provide professional support, competitive compensation, and benefits for the Executive Director position. In the event this position is vacated during the time of this agreement, the Local Main Street Program agrees to fill this position in a reasonable time and provide a written timeline to fill this position to the Main Street Iowa State Coordinator.
3. Develop an accurate position description which includes the rate of compensation and describes the professional activities for which the Executive Director is responsible. A copy of which is to be provided to Main Street Iowa annually.
4. Maintain worker's compensation insurance for the Executive Director and staff.
5. Maintain an office within the designated boundaries of the local Main Street district.
6. Submit monthly performance reports to the IEDA by established deadlines. The reports will document the progress of the Local Main Street Program's activities. Should a Local Main Street Program become three months tardy on submission of monthly reports, program services available through Main Street Iowa will be suspended until the Local Main Street Program has submitted all late reports to become current.
7. Provide Main Street Iowa electronic (via email, web cloud, etc.) examples of local best practices and information demonstrating local success stories (e.g. action plans, marketing materials, quality images, programmatic documents, etc.)
8. Achieve Main Street America National Accreditation at a minimum once every two years. Not achieving Main Street America accreditation at a minimum once every two years will result in termination of this agreement and loss of recognition as a Main Street Program. Details of Main Street America National Accreditation Standards of Performance can be found on the Main Street America website: www.mainstreet.org
9. Participate, as required by Main Street Iowa, in training sessions as scheduled throughout the year. To remain in compliance and to be eligible for Main Street America accreditation, the Local Main Street Program

must have representation at both days, in their entirety, of the three (3) training sessions held annually, indicated as mandatory on the program calendar. In addition, any newly hired Executive Director will be required to participate in Main Street Orientation, as soon after the hire date as feasible. Registration and all related travel expenses for training will be paid by the Local Main Street Program.

10. Work with the City to pass a Resolution of Support of the Local Main Street Program. This resolution must stipulate sources of funding for the program, a commitment to appoint a city official to represent the City on the local Main Street governing board of directors, and that the City will continue to follow the Main Street Approach™ as developed by Main Street America and espoused by Main Street Iowa for Main Street district revitalization.
11. Have a Resolution of Support passed by the Local Main Street Program Board of Directors. This resolution must stipulate a commitment to continue Main Street district revitalization following the Main Street Approach™ as developed by the Main Street America and espoused by Main Street Iowa.
12. Maintain a “Designated Main Street Network” membership with Main Street America.
13. Use the words “Main Street” when referring to and marketing the local program, either as an official part of the organization’s name or as a tagline such as... “A Main Street Iowa Program”. As a designated Main Street Iowa community, the Local Main Street Program is required to include the Main Street America and the Main Street Iowa logos on local program communication materials.
14. Promote the revitalization of the Main Street district through advocacy of tools and resources that support district investment, for example: development incentives, ordinances and policy that promote the revitalization of the district, design guidelines or standards that promote the protection of the traditional character of the district, district development planning, etc.
15. Submit with this signed Program Agreement, one (1) copy the City’s Resolution of Support, one (1) copy of the Local Main Street Program Board of Director’s Resolution of Support, (1) copy of the Executive Director’s current job description, and one (1) completed W-9 of the Local Main Street Program.
16. Not assign this agreement to another organization without obtaining prior written approval of the IEDA.
17. Remain in compliance with the requirements of Main Street Iowa as outlined in this agreement. If the IEDA finds that the Local Main Street Program is not in compliance with the requirements of this program agreement:
 - a. The Local Main Street Program and City will be notified of non-compliance with an “Initial Warning” and given a 90-day probationary period in which to return to compliance. The Initial Warning will include a summary of non-compliant items and provide guidance on how to resolve the issues. During this probationary period, all Main Street Iowa services, with the exception of targeted technical assistance to help the Local Main Street Program mitigate non-compliant items, will be suspended, including eligibility for Main Street Iowa grant applications, awards nominations, and onsite technical assistance. The Local Main Street Program will be reevaluated by Main Street Iowa 90 days following the Initial Warning.
 - b. If the Local Main Street Program has failed to return to compliance as noted in the initial warning, Main Street Iowa may issue a Final Warning and given a second 90-day probationary period in which to return to compliance.
 - c. If the Local Main Street Program is not in compliance within 90 days after the Final Warning, Main Street Iowa may terminate this agreement with the local program. Notice of official termination will be made by a letter of notification from IEDA to the Local Main Street Program, City, and Main Street America. Termination of this agreement will result in the loss of recognition as a Main Street Iowa Program and discontinuation all Main Street Iowa services, activities provided in this agreement, and will cease using the trademarked brand “Main Street” and/or “Main Street Program” in its name or as part of its organization’s identity. Once this agreement is terminated, the community must reapply for Main Street Iowa designation before it can receive Main Street Iowa program services.

SECTION II. The CITY agrees to:

1. Support and partner with the Local Main Street Program's focus on the revitalization of the designated Main Street district utilizing the Main Street Approach™.
2. Invest financially into the operation of the Local Main Street Program.
3. Pass a Resolution to demonstrate the City's support of the Local Main Street Program. This resolution must stipulate sources of funding for the program, a commitment to appoint a city official to represent the City on the Local Main Street Program governing board of directors, and that the City will continue to follow the Main Street Approach™ as developed by the Main Street America and espoused by Main Street Iowa for local Main Street district revitalization efforts.
4. Support the revitalization of the Main Street district through creation of tools and resources that support district investment, for example: development incentives, ordinances and policy that promote the revitalization of the district, design guidelines or standards that promote the protection of the traditional character of the district, district development planning, etc.
5. Support the Local Main Street Program in the completion of the annual Main Street America Accreditation process and compliance with this agreement.

SECTION III. The IEDA agrees to:

1. Administer the Main Street America Accreditation process in Iowa on behalf of Main Street America and recognize Local Main Street Programs and Cities who successfully meet the Main Street America Accreditation Standards.
2. Maintain a team of downtown revitalization specialists, including a Main Street Iowa State Coordinator, to handle communication between the Local Main Street Program, City, the Main Street Iowa Program, and state government agencies.
3. Coordinate at least three (3) statewide training sessions annually for the Local Main Street Program and City based on the combined needs of all Iowa Main Street Communities.
4. Conduct at least three one-day Main Street orientations for all new Executive Directors, board members and volunteers. The Orientation will introduce the Executive Director and Local Main Street Program volunteers and board members to the Main Street Program and to their immediate responsibilities. Orientation meetings will be held in a central Iowa location.
5. Conduct an on-site partnership visit at least once every two years.
6. Provide continuing advice and information to the Local Main Street Program and City.
7. Include the Local Main Street Program and City in the Main Street Iowa network.
8. Provide, as requested and can be scheduled, on-site technical assistance visits to the Local Main Street Program and City with Main Street Iowa personnel in the areas of design, economic vitality, promotion, organization, committee training, board planning retreat facilitation, and action planning.
9. Offer additional optional, regionally hosted trainings throughout the year.

SECTION IV. The PARTIES hereto otherwise agree as follows:

1. The term of this agreement shall be for a period of twenty-four months, beginning January 1, 2020 and ending December 31, 2021. It may be extended or revised by a written amendment signed by all three parties.
2. This agreement shall be binding upon and shall insure to the benefit of the parties and their successors.

- 3. Not to discriminate against any employee or applicant for employment because of race, color, sex, age, disability, creed, religion, sexual orientation, marital status, or national origin. The parties further agree to take affirmative action to assure that employees are treated without regard to their race, color, region, sex, age, disability, creed, religion, sexual orientation, marital status, or national origin during employment.
- 4. Any one party may terminate this agreement without cause after 30 days written notice to the other two parties.
- 5. This document memorializes all elements of this agreement, and both incorporates and supersedes any previous agreements or negotiations, whether oral or written.
- 6. The IEDA is limited to furnishing its technical services to the Local Main Street Program and City and thus nothing contained herein shall create any employer-employee relationship.

IN WITNESS WHEREOF, the parties have executed this agreement.

BY: _____ (Date) _____
(Mayor Signature)

(Mayor Printed Name) Cedar Falls, Iowa
(City)

BY: Amy Nohr _____ 10-12-19 _____
(Board President Signature) (Date)

(Board President Printed Name) Community Main Street Inc.
(Local Main Street Program)

BY: _____ (Date) _____
Deborah V. Durham, Director
Iowa Economic Development Authority



By Community Main Street Board of Directors

Resolution of Support and Commitment for the Main Street Program in Cedar Falls

WHEREAS, an Agreement between the Iowa Economic Development Authority, **Community Main Street** and the **City of Cedar Falls** for the purpose of continuing the Main Street Iowa program in the **Cedar Falls Downtown District** and,

WHEREAS, this Agreement is pursuant to contractual agreements between the Main Street America and the Iowa Economic Development Authority to assist in the revitalization of the designated Main Street project area of **Cedar Falls Downtown District**, Iowa and,

WHEREAS, the local Board of Directors *for the Main Street Program in Cedar Falls* is committed to the goal of economic revitalization of the designated Main Street district within the context of preservation and rehabilitation of its historic buildings and supports the continuation of the Main Street Approach® as developed by Main Street America and espoused by Main Street Iowa.

NOW THEREFORE BE IT RESOLVED by the local Board of Directors *for the Main Street Program in the Cedar Falls Downtown District*, Iowa, meeting in regular session on **October 8, 2019** that the Board of Directors hereby agrees to support financially and philosophically the work of **Community Main Street**.

PASSED, APPROVED, AND ADOPTED THIS 8th day of Oct., 2019.


Board President, Amy Mohr

**CEDAR FALLS DEPARTMENT OF PUBLIC SAFETY SERVICES**

CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS, IOWA 50613

319-273-8612

MEMORANDUM

To: Mayor and City Council
From: Jeff Olson, Public Safety Director/Chief of Police
Date: October 16, 2019
Re: **OCDETF Funding**

The Organized Crime Drug Enforcement Task Forces (OCDETF) is providing \$2,000 in overtime funding to be used by our department in support of the officer working with the local Tri-County Drug Task Force. This overtime funding reimbursement has been provided in past years. This grant specifically helps to support the funding for the officer's overtime pay for a specifically defined investigation. The agreement is attached.

I am recommending approval of the agreement. Thank you for your consideration.

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES
FY 2020 Agreement
FOR THE USE OF THE STATE OR LOCAL
OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAM

DUNS #: 169846912
 Federal Tax Identification #: 42-6004332

DC#: W-32-

Amount Requested:
Amount requested should match the amount calculated on the Initial Funding Form, Page 2.
\$2,000.00
 Number of Officers Listed: 1

OCDETF Investigation / Strategic Initiative
 Number: WC-IAN-132
 Operation
 Name: Kid Kilo

From: October 1, 2019
Beginning Date of Agreement
 To: September 30, 2020
Ending Date of Agreement

Federal Agency Investigations:
 Number: 245C-OM-2989609

State or Local Organization
 Narcotics Supervisor: Captain Michael Hayes
 Telephone Number: (319) 268-5139
 E-mail Address: Mike.Hayes@cedarfalls.com

State or Local Organization Name:
Cedar Falls Police Department
 Address to receive OCDETF paperwork (no PO Boxes):
 ATTN: Captain Michael Hayes
4600 South Main Street
Cedar Falls, IA 50613

Sponsoring Federal Agency(ies):
FBI/DEA

Sponsoring Federal Agency
 Group/Squad Supervisor: S/A Scot Irwin
 Telephone Number: (319) 743-6501
 E-mail Address: Srirwin@fbi.gov

Please provide the name, telephone number, e-mail address, and fax number for the **financial staff person at the State or Local Organization, who is directly responsible for the billing on the Reimbursement Request:**

Name: Lisa Roeding
 Telephone Number: (319) 273-5105
 E-mail Address: Lisa.Roeding@cedarfalls.c

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES
FY 2020 Agreement Initial Funding Form
FOR THE USE OF THE STATE OR LOCAL
OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAM

OCDETF Case #: WC-IAN-132

Amount Requested: \$2,000.00
This amount should be entered on Page 1 of the Reimbursable Agreement.

Please note: The amount requested should cover your active investigation plan from the agreement start date. Proactive funding analysis will be conducted to determine the need for additional funds throughout the life of the agreement.

Agreement Activity: *(Please check all that apply)*

Surveillance Takedown Trial/Court Wire: Approved Pending Other

If Other, please describe the type of investigative activity the State & Local Agency will be participating in:

Factors to Consider when Determining the Initial Agreement Amount:

Average Officer Overtime Rate:	Estimated overtime hours for your active investigation plan, from the agreement start date:	Prior year agreement spending, if any:
<u>\$56,458/hr</u>	<u>51 hours</u>	<u>\$2,879.37</u>

Please provide a brief explanation on how the initial funding amount was determined, if other factors were considered:

This Agreement is between the above named State or Local Law Enforcement Organization and the Organized Crime Drug Enforcement Task Forces (OCDETF) Program. This Agreement shall be effective when signed by an authorized State or Local Organization official, the sponsoring Federal Agency Special Agent-In-Charge, the sponsoring Agency Regional OCDETF Coordinator, the Assistant United States Attorney Regional OCDETF Director, and the OCDETF Executive Office.

1. It is agreed that the State or Local Law Enforcement officers named on this Agreement will assist in OCDETF Investigations, Strategic Initiatives and prosecutions as set forth in the Organized Crime Drug Enforcement Task Forces State or Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual, Fiscal Year 2020.
2. No individual Agreement with a State or Local organization may exceed \$25,000, and the cumulative amount of OCDETF State and Local overtime monies that may be expended on a single OCDETF Investigation or Strategic Initiative in a single fiscal year may not exceed \$50,000 without express prior approval from the OCDETF Executive Office. The OCDETF Executive Office will entertain requests to exceed these funding levels in particular cases. Please submit a written request including justification approved by the AUSA Regional Director to the OCDETF Budget Officer/Deputy Budget Officer when seeking to exceed the above stated funding levels.
3. Each Reimbursable Agreement will be allowed no more than six (6) modifications per year. In addition, if the funds for a particular Agreement are completely deobligated with the intention of closing that Agreement, it will not count as a modification for purposes of this policy. These amendments must be transmitted by a memorandum approved and signed by the AUSA Regional OCDETF Director or designee for the region and sent to the OCDETF Executive Office.
4. If an Agreement does not have any activity during the last ninety (90) days, the funds shall automatically be deobligated. The OCDETF Executive Office will assist with the monitoring of the aging Agreements. Further, if a State or Local Organization indicates that it is no longer performing work under a particular Agreement, the State or Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual requires that a modification memorandum identifying the amount to be deobligated be submitted to the OCDETF Executive Office as soon as possible after determining that no work is being performed.
5. The State or Local Law Enforcement Organization agrees to provide experienced drug Law Enforcement officers who are identified in this Agreement to work on the specified OCDETF Investigation or Strategic Initiative. Any change in Law Enforcement officers assigned must be agreed to by all approving officials.

6. Officers who are not deputized shall possess no Law Enforcement authority other than that conferred by virtue of their position as a commissioned officer of their parent Agency.
7. Officers who are deputized may possess Federal Law Enforcement authority as specified by the Agency affording the deputation.
8. Any State or Local officers assigned to an OCDETF Investigation or Strategic Initiative in accordance with this Agreement are not considered Federal employees and do not take on the benefits of Federal employment by virtue of their participation in the Investigation or Strategic Initiative.
9. OCDETF and the sponsoring Federal Law Enforcement Agency(ies) for the approved OCDETF Investigation or Strategic Initiative will provide to the assigned State or Local officers the clerical, operational and administrative support that is mutually agreed to by the parties in this Agreement.
10. Officers assigned to OCDETF Investigations or Strategic Initiatives should work full-time on the Investigation(s) or Strategic Initiative(s) in order to be paid overtime. In order to satisfy the “full-time” expectation, a Law Enforcement officer should work forty (40) hours per week or eight (8) hours per day on a single or multiple OCDETF Investigation(s) or Strategic Initiative(s). Any established exceptions or waivers to this definition shall be requested by the Regional Coordination Group and attached as Addendum A to the Agreement. [The parent State or Local Organization must pay the base salary of its officers. In the event officers must work overtime on an OCDETF Investigation or Strategic Initiative, the OCDETF Program will reimburse the parent State or Local Law Enforcement Organization for a limited amount of those overtime costs.] The Organization is responsible for paying its Law Enforcement officer(s) for their overtime, travel and per diem expenses. To ensure proper and complete utilization of OCDETF overtime and expense allocations, reimbursement claims must be submitted monthly on the OCDETF Reimbursement Request Form. The OCDETF Executive Office may refuse payment on any reimbursement request that is not submitted to the OCDETF Regional Coordination Group within thirty (30) days of the close of the month in which the overtime was worked.
11. It is the responsibility of the State or Local Organization to retain and have available for inspection sufficient supporting documentation for all regular hours and overtime hours worked towards a specific OCDETF case. Officers’ timesheets must reflect work towards a specific OCDETF case and must be reviewed and signed by an authorized State or Local official.
12. Analysis of reimbursement claims by the Regional Coordination Group may result in a modification of the obligation of funds contained within this Agreement as well as the time period covered. The Organization affected by any such modification will receive a memo notifying them of the changes.

13. Overtime payments, including all other non-OCDETF Federal sources (such as Safe Streets, HIDTA, IRS, ICE, FEMA, etc.) may not, on an annual per person basis, exceed 25% of the current approved Federal salary rate in effect at the time the overtime is performed. The State or Local Organization is responsible for ensuring that this annual payment is not exceeded. The Executive Assistant/OCDETF Program Specialist will monitor these payments via MIS and communicate to the Federal Agency Regional OCDETF Coordinators who provide status updates to any officer approaching the threshold.
14. The overtime log must be attached to the reimbursement request when submitting the monthly invoices. The Sponsoring Federal Agency Supervisory Special Agent and the State or Local official authorized to approve the Reimbursement Request must certify that only authorized expenses are claimed, the regular hours requirement is satisfied, and that overtime has not exceeded 25% of the current Federal salary rate in effect at the time the overtime was worked.
15. Under no circumstances will the State or Local Organization charge any indirect costs for the administration or implementation of this Agreement.
16. The State or Local Organization shall maintain complete and accurate records and accounts of all obligations and expenditures of funds under this Agreement for a period of six (6) years and in accordance with generally accepted accounting principles to facilitate inspection and auditing of such records and accounts.
17. The State or Local Organization shall permit examination and auditing by representatives of the OCDETF Program, the sponsoring Federal Agency(ies), the U.S. Department of Justice, the Comptroller General of the United States, and/or any of their duly-authorized agents and representatives, of any and all records, documents, accounts, invoices, receipts, or expenditures relating to this Agreement. Failure to provide proper documentation will limit State or Local Law Enforcement Organizations from receiving OCDETF funding in the future.
18. The State or Local Organization will comply with Title VI of the Civil Rights Act of 1964 and all requirements applicable to OCDETF Agreements pursuant to the regulations of the Department of Justice (see, e.g., 28 C.F.R. Part 42, Subparts C and G; 28 C.F.R. 50.3 (1991)) relating to discrimination on the grounds of race, color, sex, age, national origin or handicap.
19. This Agreement may be terminated by any of the parties by written notice to the other parties ten (10) business days prior to termination. Billing for outstanding obligations shall be received by OCDETF within thirty (30) days of the notice of termination.

20. The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). In accordance with the act, all OCDETF reimbursement payments will be issued via EFT. Participants are required to register in SAM.gov to receive reimbursements; registration information will be provided upon request. In certain circumstances the OCDETF Executive Office may make exceptions for Organizations that are unable to accept this form of payment, however, such Organizations must include written justification in the addendum of each new Agreement.
21. All changes made to the original Agreement must be approved by the OCDETF Executive Office and initialed by the Executive Assistant/OCDETF Program Specialist of the Regional Coordination Group making the revision. The AUSA Regional OCDETF Director or designee must initial all funding changes.
22. The Regional Coordination Group is responsible for identifying and implementing any additional policy requirements, as needed, for its specific region. Those regional policies will be documented in the Addendum B and attached to the approved Agreement. The Organizations are agreeing to adhere to these additional requirements and must have written approval by the Regional Coordination Group for any exceptions to the regional policies.
23. Restrictions: Fringe benefits (such as retirement, FICA, or other expenses) are NOT to be included in overtime payment. Auxiliary educational benefits are also NOT to be included in overtime payment. Reimbursement of overtime payment is based solely on the authorized overtime rate of each participating officer listed in the Agreement. Under no circumstances may a State or Local agency include any administrative fees for the processing of overtime. Additionally, officers are not eligible for reimbursement of compensation time earned in lieu of overtime payment. OCDETF will only reimburse an actual \$ amount paid to the officer for overtime worked, any additional benefit (including compensation time) will NOT be reimbursed.

This Agreement is not a contract or obligation to commit Federal funds in the maximum amounts projected. Funding allocations for the time period set forth and agreed to herein represent projections only and are based upon consultation between the sponsoring Federal Agency and the State or Local Law Enforcement Organization. They are, therefore, subject to modification by OCDETF based upon the progress and needs of the OCDETF Investigation or Strategic Initiative. Additionally, resources are contingent upon the availability of funds per the approval and signature of the OCDETF Executive Office obligating authority. The OCDETF Executive Office will approve and certify that all the terms and conditions of the Agreement have been met.

Each Agreement must be approved and signed by a State or Local Law Enforcement Organization official who has supervisory authority over, and is authorized to assign, the participating Law Enforcement officers to the OCDETF Investigation or Strategic Initiative.

Approved By: _____
Authorized State or Local Official Title Date

Print Name

Approved By: _____
Sponsoring Federal Agency Special Agent in Charge or Designee Date

Print Name

Approved By: _____
Sponsoring Agency Regional OCDETF Coordinator Date

Approved By: _____
Assistant United States Attorney Regional OCDETF Director Date

Funds are encumbered for the State or Local Organization overtime costs and authorized expense/Strategic Initiative Programs specified above. **Subject to availability of funds.**

Approving Official: _____
OCDETF Executive Office Date

**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 James P. Brown and City Council

FROM: David Wicke, City Engineer, PE

DATE: October 16, 2019

SUBJECT: Professional Services Agreement, Snyder & Associates, Inc.
Cedar Heights Drive Reconstruction Project
Supplemental Agreement No. 1
Cedar Height Drive from Viking Road Greenhill Road
City Project No. RC-000-3171

Please find attached Supplemental Agreement No. 1 to the Professional Services Agreement between the City of Cedar Falls and Snyder & Associates, Inc. for the Cedar Heights Drive Reconstruction Project. This supplemental agreement includes the design for the reconstruction of Cedar Heights Drive from Viking Road at the roundabout east and north to Greenhill Road. The agreement includes the design of a 31-foot wide urban roadway with a design of storm and sanitary sewer and water main.

The City of Cedar Falls entered into a Professional Services Agreement with Snyder & Associates, Inc. for the Cedar Heights Drive Reconstruction Project on April 15, 2019. Funding for the Supplemental Agreement #1 will be provided by the local options sales tax, road use tax and state funds in the amount not to exceed \$87,300. This project is included in the City of Cedar Falls' Capital Improvements Program.

The Department of Public Works requests your consideration and approval of this Supplemental Agreement No. 1 with Snyder & Associates, Inc. for the design of Cedar Heights Drive Reconstruction.

If you have any questions or comments feel free to contact me.

xc: Chase Schrage, Director of Public Works



DEPARTMENT OF PUBLIC WORKS

ITEM 13.

ENGINEERING DIVISION
220 CLAY STREET
319-268-5161
FAX 319-268-5197

OPERATIONS & MAINTENANCE DIVISION
2200 TECHNOLOGY PKWY
319-273-8629
FAX 319-273-8632

WATER RECLAMATION DIVISION
501 E. 4TH STREET
319-273-8633
FAX 319-268-5566

SUPPLEMENTAL AGREEMENT NO. 1

Cedar Heights Drive Reconstruction Project Cedar Falls, Iowa City Project Number RC-000-3171

WHEREAS, a Professional Services Agreement was entered into by the City of Cedar Falls, Iowa (CLIENT), and Snyder & Associates, Inc. (CONSULTANT), of Cedar Rapids, Iowa, dated April 15, 2019 for the Cedar Heights Drive Reconstruction Project; and

WHEREAS, the CLIENT and CONSULTANT desire to amend the previous agreement to include Scope of Services and Compensation for additional items required as a part of the Cedar Heights Drive Reconstruction Project,

NOW THEREFORE, it is mutually agreed to amend the original Professional Services Agreement as follows:

I. SCOPE OF SERVICES

The Scope of Services and basis for Compensation derivation are as follows:

- A. The CONSULTANT shall complete topographic survey of the sites described below.
 1. Includes the additional area necessary to replace and relocate the sanitary sewer along Huntington Drive from Millennium Drive to Cedar Heights Drive and to extend sanitary sewer along Huntington Drive from the intersection with Cedar Heights Drive north to 5011 Cedar Heights Drive as described below.
 2. Includes the additional area necessary to extend water main along Cedar Heights Drive from the intersection of Huntington Drive south to the intersection with Viking Road as described below.
 3. Includes the area necessary to complete the aesthetic improvements described below within the existing roundabout at the intersection of Cedar Heights Drive and Viking Road.
 4. Includes the additional area necessary to construct a single lane roundabout at the intersection of Huntington Road and Cedar Heights Drive as described below.
- B. The CONSULTANT shall provide the following estimated number of acquisition documents in lieu of the numbers listed in the original Professional Services Agreement:
 1. Right-of-way (fee title; plat signed by an LS) – 5
 2. Permanent easement (plat signed by an LS) – 2
 3. Temporary easement (exhibit; no signature required) – 20

The acquisition services listed in the original agreement shall also apply to the parcels added herein.

- C. The CONSULTANT shall design and incorporate replacement and relocation of the sanitary sewer along Huntington Drive from Millennium Drive to Cedar Heights Drive and extend sanitary sewer along Huntington Drive from the intersection with Cedar Heights Drive north to 5011 Cedar Heights Drive.
1. Design shall include sizing the sewer extension.
 2. Design shall include analysis of the downstream 8-inch sanitary sewer to determine if the current capacity is sufficient or needs to be upsized.
- D. The CONSULTANT shall design a water main extension from the existing main south along Cedar Heights Drive from the intersection of Huntington Drive to the intersection with Viking Road.
1. Cedar Falls Utilities (CFU) shall provide sizing design and material requirements for the extension. CFU shall also coordinate with the CONSULTANT to refine the extension.
 2. Design shall include cover depth, material type, necessary wrapping and tracer wire system.
- E. The CONSULTANT shall design aesthetic improvements within the existing roundabout at the intersection of Cedar Heights Drive and Viking Road. The design shall provide one design theme for the corridor (i.e. it is to be consistent with the roundabout theme at the intersection of Cedar Heights Drive and Greenhill Road).
1. Provide three design theme options that include:
 - a. Colored plan view and elevation renderings
 - b. 3D modeling / rendering
 - c. Material board of proposed aesthetics, hardscape materials, and proposed vegetation.
 2. Based on the selected design option by the CLIENT, the CONSULTANT shall incorporate the aesthetic improvement components into the remainder of the design to develop the print documents as described in the original agreement. The updated design components related to the roundabout aesthetic improvements will include:
 - a. Updated roundabout 3D model / rendering
 - b. Roundabout CAD design to include
 - 1) Plan
 - 2) Elevations
 - 3) Hardscape
 - 4) Planting Design
 - 5) Details
 - 6) Schematic lighting plan (lighting and conduit schematic locations only)
 - c. Landscape design along proposed improved corridor of Cedar Heights Drive.
 - 1) Planting design
- F. The CONSULTANT shall complete preliminary design services to construct a single lane roundabout at the intersection of Huntington Road and Cedar Heights Drive
1. Complete a preliminary feasibility traffic analysis.
 2. Prepare a planning level concept exhibit of the roundabout for review by the City.
 3. Incorporate City comments, from review of the concept, into a preliminary design for the roundabout.
 4. Update acquisition limits to allow for the roundabout construction.
 5. Prepare a preliminary design to be incorporated into an intermediate plan submittal by December 31st that includes:
 - a. General layout and profile for the roundabout
 - b. Removal limits
 - c. Acquisition limits
 - d. Cost opinion

- G. Contingency – The following are possible contingency items for which costs are included in Section II below. Email approval from the City’s project manager is required prior to completing each of the task items below.
1. The CONSULTANT shall complete preliminary design services to construct a single lane roundabout at the intersection of Huntington Road and Cedar Heights Drive
 - a. Incorporate City comments from the preliminary design review for the roundabout into the remainder of the project.
 - b. Includes completing the remainder of the design necessary for the roundabout following the intermediate plan submittal to develop the print documents as described in the original agreement.
 - c. Includes landscape architectural services and design aesthetic improvements including: 3d model / rendering, elevations, hardscape, planting design, details, schematic lighting plan (lighting and conduit schematic locations only)
- H. Additional Services
1. The CLIENT may request Additional Services from the CONSULTANT not included in the Scope of Services as outlined. Additional Services may include, but are not necessarily limited to; expanding the scope of the project or the work to be completed (e.g. construction services are not included in the project scope); requesting the development of various documents; extending the time to complete a project through no fault of the CONSULTANT; or requesting additional work items that increase the Engineering Services and corresponding costs.

II. COMPENSATION

Compensation for this scope of 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 fee of Fifty Three Thousand, Six Hundred Dollars (\$53,600). Contingency items, as listed above may be utilized as defined up to a maximum amount of Thirty-Three Thousand, Seven Hundred Dollars (\$33,700) for Task H. This compensation shall be added to and included with the services and monthly invoice for this project.

- III. In all other aspects, the obligations of the CLIENT and CONSULTANT shall remain as specified in the Professional Services Agreement dated April 15, 2019.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year written below.

APPROVED FOR CLIENT

APPROVED FOR CONSULTANT.

By: _____

By: Lindsay Beaman

Printed Name: _____

Printed Name: Lindsay Beaman

Title: _____

Title: Business Unit Leader

Date: _____

Date: October 16, 2019

**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 James P. Brown and City Council

FROM: Ben Claypool, Civil Engineer II, PhD, EI

DATE: October 15th, 2019

SUBJECT: Maintenance and Repair Agreement
Post-Construction Stormwater Management Plan
Sands Addition
Lot 6 of Prairie Springs U.M.C. Minor Plat

The Post-Construction Stormwater Control Ordinance requires a formal maintenance and repair agreement for the stormwater management plan. The Maintenance and Repair Agreement will require the benefited property to undergo, at a minimum, an annual inspection and to maintain records of installation, maintenance and repair activities of the stormwater control devices. The agreement will also create an easement for the City to inspect and repair the stormwater control devices if the property owners fail or refuse to meet the requirements of the Maintenance and Repair Agreement. The Maintenance and Repair Agreement is attached for your review.

The Engineering Division has reviewed the stormwater management plan and Maintenance and Repair Agreement for the Sands Addition site, owned by James V. Sands located at Lot 6 of Prairie Springs U.M.C. Minor Plat and finds it in accordance with City Code. The Engineering Division recommends the agreement be accepted by the City Council and recorded at the Black Hawk County Recorder's Office.

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

Prepared by: VJ Engineering, 1501 Technology Parkway, Suite 100, Cedar Falls, IA 50613 Phone: 319-266-5829

STORM WATER MAINTENANCE AND REPAIR AGREEMENT

This Agreement is made and entered into by and between James V. Sands, (hereinafter "Owner") and the City of Cedar Falls, Iowa (hereinafter "City"), on the _____ day of _____, 20_____.

WHEREAS, Owner owns land in the City legally described on Exhibit A attached, that has been developed or will be developed by Owner (hereinafter "Benefited Property"); and

WHEREAS, the City acknowledges that a Storm Water Management Plan as required by Section 24-336 of the City's Code of Ordinances (hereinafter "Plan") has been submitted to and approved by the City; and

WHEREAS, said Plan includes construction of storm water management facilities on Owner's land; and

WHEREAS, a Maintenance and Repair Agreement related to such storm water management facilities which complies with Section 24-341 of the City's Code of Ordinances is required; and

WHEREAS, Owner acknowledges that all of the Benefited Property will benefit from the storm water management facilities; 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 it is mutually agreed by the parties as follows:

1. Owner shall construct at Owner's cost storm water management facilities in compliance with Section 24-341 of the City's Code of Ordinances as set forth in the Plan submitted by Owner (hereinafter "Facilities").

2. Such Facilities shall be constructed as depicted on Exhibit B attached. Any change to the composition of or size, shape or location of the Facilities must be approved by the City.

3. Owner shall be responsible for the inspection, operation, maintenance and repair of the Facilities, and shall make records of the installation, inspections, maintenance and repairs, and shall retain such records for at least twenty-five (25) years or until the Facilities or any portion thereof has been reconstructed. These records shall be made available to the City during any City inspection, and shall be submitted to the City at other reasonable times upon request. Nothing in these record keeping requirements shall be construed to limit in any way the Owner's responsibility to inspect, maintain and repair the Facilities.

a) Owner agrees to comply with the Detention Basin Operation and Maintenance Plan for the Facilities attached as Exhibit C and incorporated herein.

b) Owner agrees to comply with the Maintenance and Inspection Schedule for Storm Water Detention System for the Facilities attached as Exhibit D and incorporated herein.

4. Owner may construct at Owner's cost additional storm water management facilities on the Benefited Properties, upon the written consent of the City, in which case the duties and responsibilities of inspection, operation, maintenance, repair, and record keeping stated in this Agreement shall apply to such additional storm water management facilities.

5. If Owner fails or refuses to meet the requirements of this Agreement, the City, after notice as provided herein, may correct a violation or non-compliance by performing or causing to be performed all necessary work to place the Facilities in proper working condition. If the Facilities are not a danger to public safety or public health, the Owner shall be provided with reasonable notice to correct the violation in a timely manner. In the event that the Facilities become a danger to public safety or public health, the City shall notify the Owner in writing that upon receipt of the notice, the Owner shall have two days or such additional time as circumstances may require to maintain and/or repair the Facilities. If the violations or non-compliance have not been corrected by the Owner in a timely manner, and the City performs or causes to be performed the work necessary to place the Facilities in proper working condition, the City may assess, jointly and severally, the cost of the work to the Owner, and to future owners of any portion of the Benefited Property, which cost shall be a lien on the Facilities and on the Benefited Property, and the City may assess the cost of the work to each separately owned portion of the Benefited Property in equal shares as a lien to be collected in the same manner as property taxes.

6. Owner agrees to utilize the forms attached hereto as Exhibit E with regard to inspection, maintenance and repair of the Facilities.

7. In consideration of approval by the City of the foregoing Agreement and attached Exhibits, Owner accepts the duties and responsibilities set forth herein which shall be covenants running with the land, and agrees that the same shall be binding upon and inure to the benefit of Owner and Owner's grantees, transferees, successors and assigns.

IN WITNESS WHEREOF, the City and the Owner have executed this Storm Water Facility Maintenance and Repair Agreement at Cedar Falls, Iowa, effective as of the date first stated above.

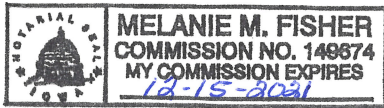
Sands Addition, Cedar Falls, Iowa

By: James V Sands James V Sands
Printed Name & Title: James V Sands Owner

STATE OF Iowa)
) SS
COUNTY OF Black Hawk)

This instrument was acknowledged before me on the 24th day of September,
2019 by James V. Sands as owner of Sands Addition.

Melanie M Fisher
Notary Public in and for the State of Iowa



City of Cedar Falls, Iowa

By: _____
James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

STATE OF _____)
) SS
COUNTY OF _____)

This instrument was acknowledged before me on the _____ day of _____,
2019 by James P. Brown, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls,
Iowa.

Notary Public in and for the State of Iowa

Exhibit A

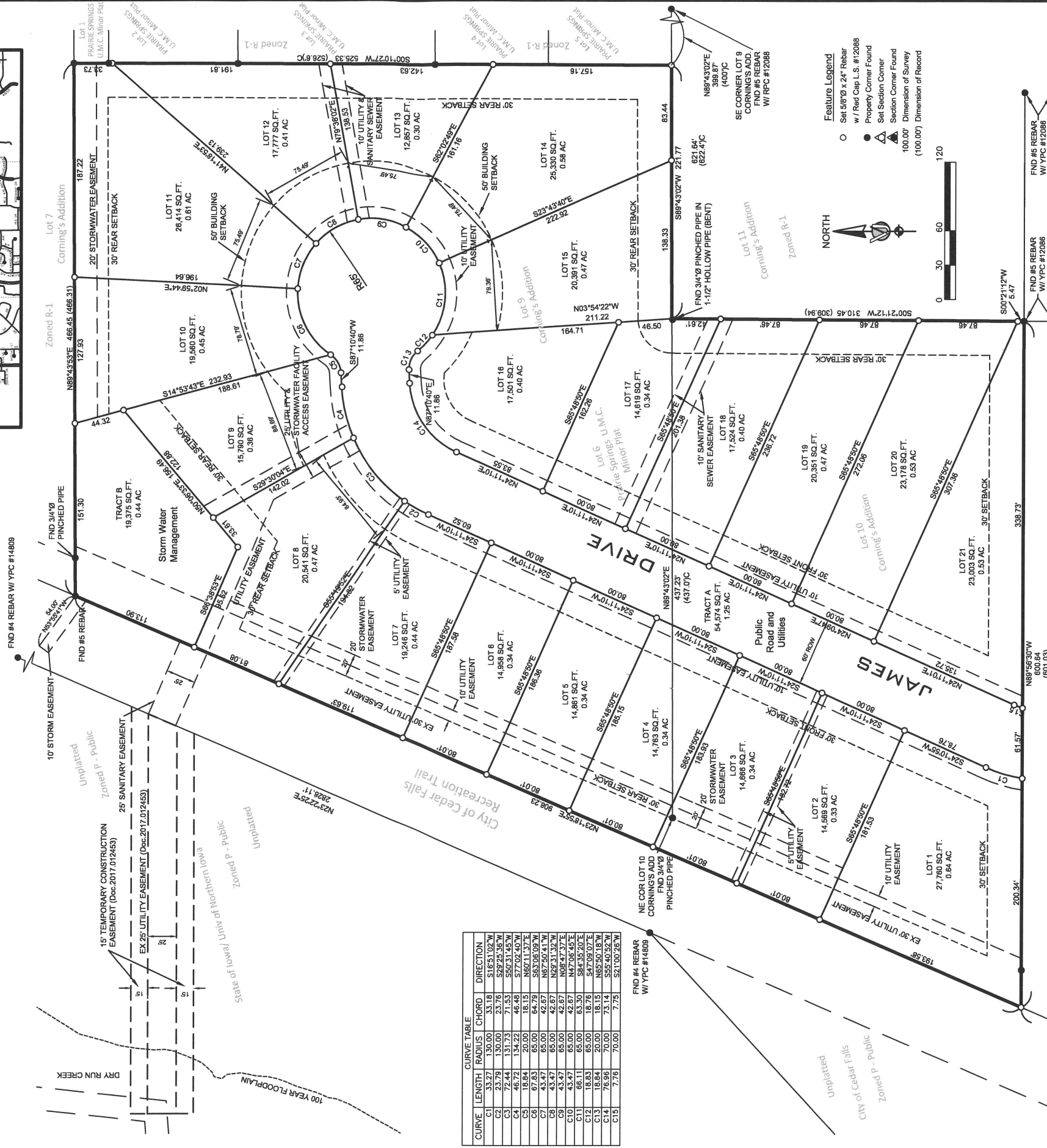
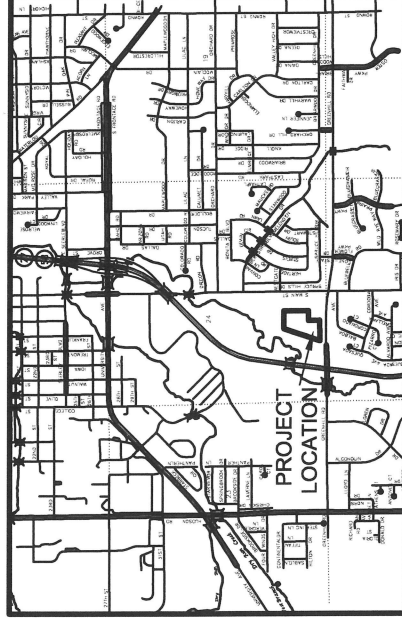
FINAL PLAT SANDS ADDITION CEDAR FALLS, IOWA

LEGAL DESCRIPTION: (Doc.2017.006905)

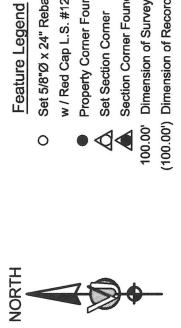
Lot No. 6 as shown and designated in survey of Prairie Springs U.M.C. Minor Plat filed October 3, 1996 in 322 Misc 309 being a part of Lots Nos. 9 and 10 in Corning's Addition in Black Hawk County, Iowa and a part of the former Chicago Great Western Transportation Co. Railroad Right of Way.

OWNER/ DEVELOPER:
JAMES SANDS
5722 TIMBER RIDGE RD
CEDAR FALLS, IA 50613

CURRENT ZONING:
R-1 ONE & TWO FAMILY RESIDENTIAL
FRONT SETBACK = 30 FT
REAR SETBACK = 30 FT
SIDE SETBACK = 10% LOT WIDTH
DEVELOPMENT AREA = 10.78 AC



CURVE	LENGTH	RADIUS	CHORD	DIRECTION
C1	33.27	130.00	33.18	S116°51'02"W
C2	23.79	130.00	23.76	S29°25'36"W
C3	72.44	131.73	71.53	S90°31'45"W
C4	46.72	134.22	46.48	S77°02'40"W
C5	18.84	20.00	18.15	N60°11'37"E
C6	67.83	65.00	64.79	S63°08'09"W
C7	43.47	65.00	42.87	N67°30'41"W
C8	43.47	65.00	42.87	N68°47'37"E
C9	43.47	65.00	42.87	N47°06'45"E
C10	66.11	65.00	63.30	S84°35'20"E
C11	18.83	65.00	18.76	S47°09'07"E
C12	18.84	20.00	18.15	N65°50'18"W
C13	18.84	20.00	18.15	S65°50'18"W
C14	76.96	70.00	73.14	S55°40'52"W
C15	7.78	70.00	7.75	S21°00'28"W



- NOTES:
- 1) ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
 - 2) THE ERROR OF CLOSURE IS BETTER THAN 1 IN 10,000.
 - 3) BEARINGS ARE BASED ON IOWA REGIONAL COORDINATE SYSTEM, ZONE 5.
 - 4) PROPERTY IS ALL LOCATED IN ZONE X (UNSHADED) PER FIRM PALM 90130 CO. (I&L) CO. 10/13/2017.
 - 5) ALL FOUND PINS ARE 5/8 REBAR WITH RED PLASTIC CAP L.S. #12088 UNLESS OTHERWISE NOTED.
 - 6) RECORD DIMENSIONS ARE FROM PRAIRIE SPRINGS U.M.C. MINOR PLAT; UNLESS FOLLOWED BY THE LETTER "C" WHICH INDICATES THE RECORD DIMENSION IS FROM THE CORNING'S ADDITION PLAT.
 - 7) SURVEY WORK WAS COMPLETED BY 1-23-2017.
 - 8) ALL PROPERTY CORNERS WILL BE SET WITHIN ONE YEAR OF FILING OF SUBDIVISION PLAT.
 - 9) ALL PINS ARE SET IN PUBLIC ROAD AND UTILITIES. TRACT "B" IS FOR STORM WATER MANAGEMENT.

Surveyor Seal for Wendell J. Lippkes, License #12088, State of Iowa. Includes text: "I hereby certify that the last foregoing 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."

GREENHILL ROAD

drawn by	date	scale
SJL	4-29-19	1"=60'
reviewed by	date	page
WJL		
approved by	date	page
WJL		

VJ Engineering
1501 Technology Parkway
Cedar Falls, Iowa - 319-266-5829



Exhibit B

6-23-17
8-09-17

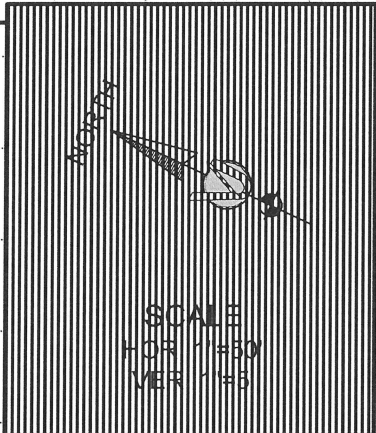
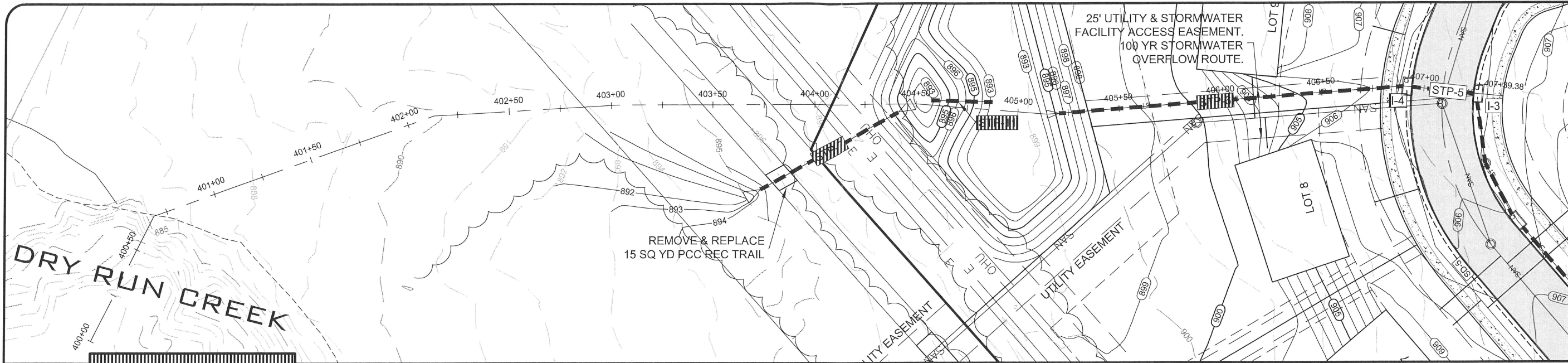
revisions
page #
21

scale
AS NOTED
drawn by
SJL
date
5-19-17

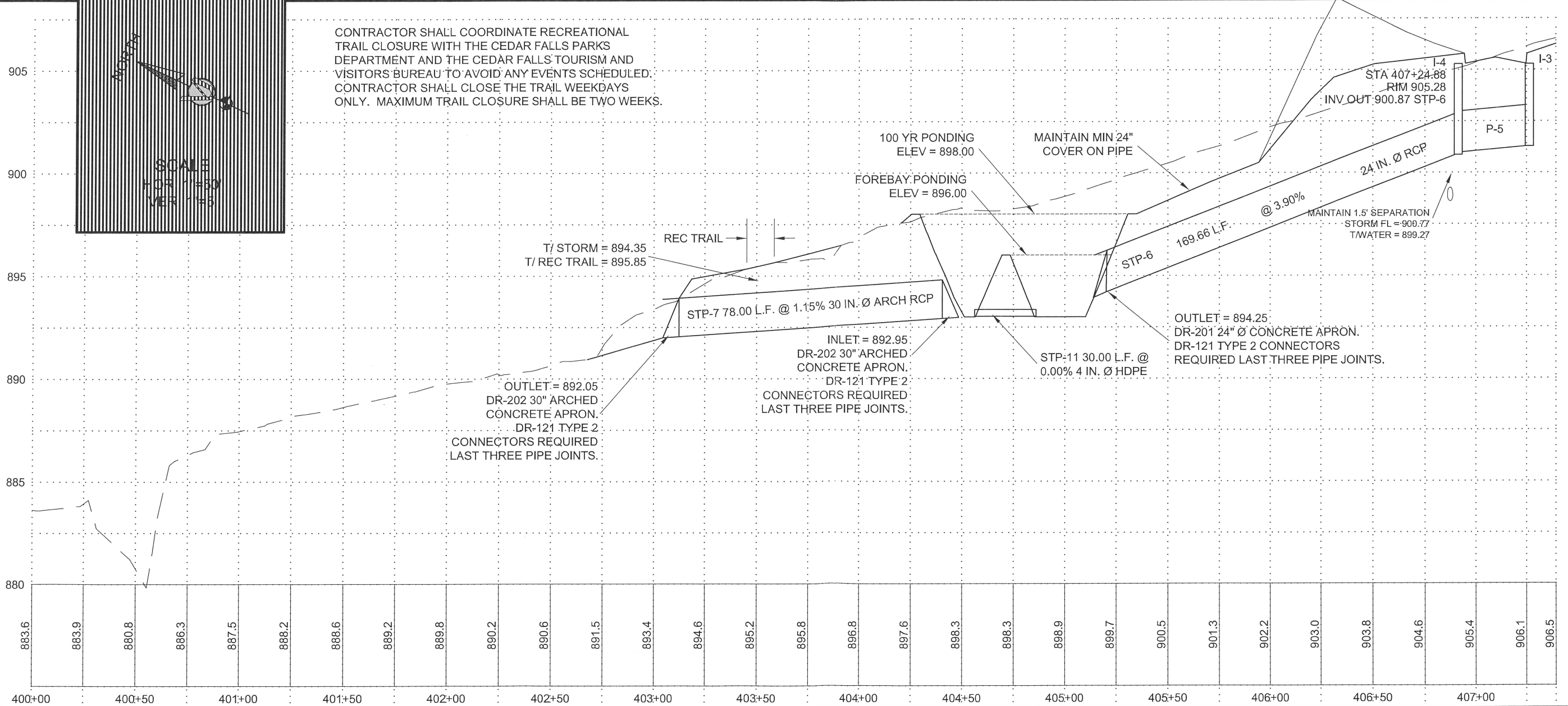
VJ Engineering
1501 Technology Parkway
Cedar Falls, Iowa - 319-266-5829



SANDS ADDITION
DETENTION POND/ STORM SEWER
PLAN & PROFILE



CONTRACTOR SHALL COORDINATE RECREATIONAL TRAIL CLOSURE WITH THE CEDAR FALLS PARKS DEPARTMENT AND THE CEDAR FALLS TOURISM AND VISITORS BUREAU TO AVOID ANY EVENTS SCHEDULED. CONTRACTOR SHALL CLOSE THE TRAIL WEEKDAYS ONLY. MAXIMUM TRAIL CLOSURE SHALL BE TWO WEEKS.



3/24/17.dwg - ANLawg, 5/7/16, 2/17 10:45:57 AM, 1:50

Exhibit C

Detention Basin Operation and Maintenance Manual

Inspection activities shall be performed as follows: Any problems that are found shall be repaired immediately.

<i>BMP element:</i>	<i>Potential problem:</i>	<i>How I will remediate the problem:</i>
<i>The entire BMP</i>	Trash/debris is present.	Remove the trash/debris.
<i>The perimeter of the detention basin</i>	Areas of bare soil and/or erosive gullies have formed.	Regrade the soil if necessary to remove the gully, and then plant a ground cover and water until it is established. Provide lime and a one-time fertilizer application.
	Vegetation is too short or too long.	Maintain vegetation at a height of approximately six inches.
<i>The inlet device: pipe or swale</i>	The pipe is clogged.	Unclog the pipe. Dispose of the sediment off-site.
	The pipe is cracked or otherwise damaged.	Replace the pipe.
	Erosion is occurring in the swale.	Regrade the swale if necessary to smooth it over and provide erosion control devices such as reinforced turf matting or riprap to avoid future problems with erosion.
<i>The forebay</i>	Sediment has accumulated to a depth greater than the original design depth for sediment storage.	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the BMP.
	Erosion has occurred.	Provide additional erosion protection such as reinforced turf matting or riprap if needed to prevent future erosion problems.
	Weeds are present.	Remove the weeds, preferably by hand. If pesticide is used, wipe it on the plants rather than spraying.
<i>The main detention area</i>	Sediment has accumulated to a depth greater than the original design sediment storage depth.	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the BMP.
	Cattails, phragmites or other invasive plants cover 50% of the basin surface.	Remove the plants by wiping them with herbicide (do not spray).
<i>The embankment</i>	Shrubs have started to grow on the embankment.	Remove shrubs immediately.
	A tree has started to grow on the embankment.	Remove the tree immediately.
<i>The outlet device</i>	Clogging has occurred.	Clean out the outlet device. Dispose of the sediment off-site.
	The outlet device is damaged.	Repair or replace the outlet device.
<i>Washed stone in front of orifice outlet</i>	Silt build up on stone blocking outlet.	Washed stone must be unclogged and replaced as needed.
<i>The receiving water</i>	Erosion or other signs of damage have occurred at the outlet.	Repair damage.

Exhibit D

MAINTENANCE SCHEDULE STORM DETENTION SYSTEM

DESCRIPTION:

- 1) Inspect system within 60 days of initial operation.
- 2) Four periodic inspections of system within first year of operation.
- 3) Inspect system after each 100-year storm occurrence as measured at the National Weather Service reporting station at the Waterloo Regional Airport.
- 4) After one year of system operation, inspect annually.

Exhibit E

Stormwater Management Inspection/Maintenance Form
To be kept on site

PROJECT NAME: _____

PROJECT LOCATION: _____

OWNER/LEGAL ENTITY: _____

TELEPHONE: _____

E-MAIL: _____

INITIAL DATE OF OPERATION: _____

DATE	ITEM INSPECTED	INSPECTOR (Please Print)	OBSERVATION & REMARKS

DATE	ITEM INSPECTED	INSPECTOR (Please Print)	OBSERVATION & REMARKS


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 James P. Brown and City Council

FROM: Jon Fitch, Principal Engineer, PE

DATE: October 16, 2019

SUBJECT: Professional Services Agreement, Snyder & Associates, Inc.
 2019 Engineering Services
 Supplemental Agreement No. 10
 West Viking Road Reconstruction from Production Dr to South Union Rd
 City Project No. RC-362-3212

Please find attached Supplemental Agreement No. 10 to the Professional Services Agreement between the City of Cedar Falls and Snyder & Associates, Inc. for 2019 Engineering Services. This supplemental agreement includes the design for the reconstruction of West Viking Road from Production Drive west to South Union Road for the expansion of the industrial park. The agreement includes the design of a 31-foot wide urban roadway with a 10-foot wide recreational trail as well as the design of storm and sanitary sewer and water main.

The City of Cedar Falls entered into a Professional Services Agreement with Snyder & Associates, Inc. for the 2019 Engineering Services on December 3, 2018. Funding for the Supplemental Agreement #10 will be provided by the Industrial Park TIF funds in the amount of \$215,900. This project is included in the City of Cedar Falls' Capital Improvements Program.

The Department of Public Works requests your consideration and approval of this Supplemental Agreement No. 10 with Snyder & Associates, Inc. for the design of West Viking Road Reconstruction.

If you have any questions or comments feel free to contact me.

xc: Chase Schrage, Director of Public Works
 Shane Graham, Planning
 David Wicke, City Engineer



DEPARTMENT OF PUBLIC WORKS

ITEM 15.

ENGINEERING DIVISION
220 CLAY STREET
319-268-5161
FAX 319-268-5197

OPERATIONS & MAINTENANCE DIVISION
2200 TECHNOLOGY PKWY
319-273-8629
FAX 319-273-8632

WATER RECLAMATION DIVISION
501 E. 4TH STREET
319-273-8633
FAX 319-268-5566

SUPPLEMENTAL AGREEMENT NO. 10

2019 Engineering Services Cedar Falls, Iowa City Project Number: RC-362-3212

WHEREAS, a Professional Services Agreement was entered into by the City of Cedar Falls, Iowa (CLIENT), and Snyder & Associates, Inc. (CONSULTANT), of Cedar Rapids, Iowa, dated December 3, 2018 for the municipal engineering support services; and

WHEREAS, the CLIENT and CONSULTANT desire to amend the previous agreement to include Scope of Services and Compensation for additional items required as a part of the 2019 Engineering Services,

WHEREAS, the CONSULTANT is designing an Industrial Park development for the CLIENT, which has led to the need for preliminary transportation and utility planning within this corridor,

NOW THEREFORE, it is mutually agreed to amend the original Professional Services Agreement by adding the following items:

I. PHASE 1 PRELIMINARY DESIGN

The CONSULTANT shall provide Professional Services to design and develop preliminary construction documents to reconstruct West Viking Road from Production Drive to South Union Road. The scope of services herein are based on design of a 31-foot wide urban roadway with a 10-foot wide recreational trail provided on the south side of West Viking Road west to South Union Road as well as the design of storm sewer, sanitary sewer, and water main along West Viking Road.

The Scope of Services and basis for Compensation derivation are as follows:

A. CONTRACT MANAGEMENT

1. Project Administration

a. Monitoring Project Scope

This includes task identification, scheduling, task assignment, and coordination with other members of the Project team. The CONSULTANT shall inform the CLIENT of any services required which may not be included in the scope of the design services contract approved by the CLIENT for this Project. It will be the responsibility of the CONSULTANT to make the CLIENT aware of any potential amendments to the contract before the services are rendered. This notice must occur prior to any extra services being performed. Only those services approved by the CLIENT are eligible for compensation.

2. Project Management Team (PMT) Meetings

The CONSULTANT shall facilitate and attend two (2) Project Management Team (PMT) meetings with the CLIENT. The purpose of the PMT meetings are to review project details

such as roadway layout, traffic calming measures, staging and detour routing, project schedule, discuss CLIENT'S plan review comments, and utility coordination updates.

3. Property Owner Coordination

The CONSULTANT will attend two (2) public informational meeting. The purpose of the meeting will be to provide a brief overview of the proposed improvements to the surrounding property owners/businesses, and stakeholders, and a discussion of the improvement plan, as well as gather information on the concerns, priorities and specific issues of the adjacent property owners and other affected parties. The CONSULTANT shall provide the following services:

- a. Preparation of 1 strip map showing the proposed improvements.
- b. Attendance at and participation in presentation at the meetings.

B. DESIGN SURVEY AND OUTSIDE SERVICES

1. Design Survey

The CONSULTANT shall perform field and office tasks required to collect topographic information deemed necessary to complete the Project. The CLIENT shall provide aerial photographic and other available mapping, including utilities, of the Project area. The specific survey tasks to be performed include the following:

a. Control Surveys

The CONSULTANT will establish horizontal and vertical control for the Project area in accordance with industry standards. Each permanent control point or benchmark shall have horizontal coordinates or elevation, and shall provide monument tie notes including monument descriptions. Accurate descriptions of the horizontal control points and benchmarks will be created and recorded on the plan sheets. Horizontal control shall be in state-plane coordinates and vertical control per USGS datum. CONSULTANT shall provide sufficient control for construction. If it is determined by the CLIENT that control is insufficient, the CONSULTANT shall add control points.

b. Topographic Survey

The CONSULTANT will perform topographic surveys required for the development of the Project. Topographic surveys are anticipated to require detailed elevation information for proper construction installation, including, but not limited to:

- a) Full width of the Public right-of-way
- b) Private properties as determined by the CONSULTANT
- c) Driveway elevations where rehabilitation presents elevation concerns
- d) Gutter and/or roadway profiles as necessary for drainage concerns or ultimate roadway profile condition needs
- e) Fences, signs, buildings, retaining walls, etc.
- f) Vegetation 4" diameter and larger
- g) Utility appurtenances likely to be impacted by the Project
- h) Sanitary and storm sewer above ground structures and invert elevations
- i) Water main above ground appurtenances

c. Utility Surveys

Public and private utility facilities will be identified through the Iowa One Call process. The CONSULTANT shall perform utility surveys required for the development of the Project and shall establish coordinates and elevations (if possible) for utilities that fall within the limits of the Project and are visible. Private utilities not in One Call are the responsibility of the property owner to locate (i.e. invisible dog fence).

d. Right-of-way Surveys

The CONSULTANT shall determine the location of existing Right-of-Way (ROW) and identify property owners adjacent to the Project. This task consists of researching record documents at the City and County and locating existing monumentation (including, but not limited to, property pins, government corners, and other monuments) along the corridor. All found monuments shall be shown in contract drawings.

2. OUTSIDE SERVICES

a. Soil Borings

CONSULTANT's Subconsultant shall perform borings at five (5) street locations and provide the CONSULTANT with a geotechnical engineering report. The CONSULTANT's subconsultant shall perform laboratory testing on the samples to evaluate site conditions and develop engineering recommendations for the Project. This information will be used as part of the street design. The CONSULTANT shall survey the location of the borings.

Based on the results of the geotechnical evaluation, the CONSULTANT's subconsultant will prepare an engineering report that details the results of the testing performed, provides logs of the borings, and a diagram of the site/boring layout. The report will include the following:

- a) Computer generated boring logs with soil stratification based on visual soil classification.
- b) Summarized laboratory data.
- c) Groundwater levels observed during drilling and sampling.
- d) Boring location plan.
- e) Subsurface exploration procedures.
- f) Existing pavement thicknesses, if boring obtained in roadway.
- g) Encountered soils conditions.
- h) Soil subgrade parameters for pavement design.
- i) Pavement and rock subbase thickness recommendations (design traffic required).
- j) Subgrade preparation/ earthwork recommendations.
- k) Trench excavation considerations.

A digital PDF copy of the geotechnical report will be given to the CLIENT.

b. Pavement Design

The CONSULTANT's Subconsultant shall perform pavement design and provide the CLIENT with data.

C. TRAFFIC STUDY

Per stakeholder/neighborhood public meeting feedback on Industrial Park development, prepare additional traffic analysis for Viking Rd between S Union Rd & Production Dr intersections to supplement and support preliminary Viking Rd functional design. Additional analysis will be coordinated with City staff and may include:

1. Traffic counts - up to two locations (S Union Rd & Production Dr intersections)
2. Crash history – review safety performance of existing roadways
3. Forecast Traffic – refine information from Industrial Park traffic impact review, and develop near term and long term forecast daily traffic for corridor and design criteria, considering City adopted comprehensive plan and long term transportation goals for corridor

4. Traffic Calming – identify and present traffic calming measures for corridor and potential measures
5. Document – prepare technical memorandums of analysis/review as needed for conclusions/recommendations to incorporate in preliminary design

D. FUNCTIONAL DESIGN AND CONCEPT

Prepare a functional design memo and concept drawings that include design parameters and critical items that will be utilized (e.g. typical section, roadway classification, speeds, etc.), project assumptions, potential design exceptions, etc. This information will be utilized for the remainder of the design. The CONSULTANT will provide up to three (3) concept drawings of the intersection of West Viking Road with Innovation Drive to the CLIENT for their consideration based on the recommendations following the Traffic Study.

All design to be in accordance with applicable state statutes, city ordinances, the Iowa Statewide Urban Design and Specifications (SUDAS) and the Cedar Falls Supplemental Specifications to SUDAS.

E. PRELIMINARY PLANS (30%)

1. Preliminary Plan Preparation

The CONSULTANT shall develop Preliminary Design Plans for a Local Letting. Upon completion, the design plans will be approximately 30% complete. It is assumed that no geometric revisions to the roadway design will occur after the approval of the Preliminary Plans.

The following items are to be included with the submittal:

- a. Title sheet
- b. Typical sections
- c. Preliminary plan and profiles
- d. Existing utilities
- e. Traffic control and staging plan
- f. Erosion control plan
- g. Preliminary storm sewer layout
- h. Cross-sections
- i. Storm Sewer Box culvert layout and sizing

Preliminary Plans shall be completed to provide the CLIENT the level of detail necessary to evaluate and budget for ultimate Project improvement goals including pavement rehabilitation, ADA sidewalk ramp compliance, and an understanding of property owner impacts.

2. Preliminary Opinion of Probable Construction Cost

The CONSULTANT shall prepare a preliminary opinion of probable construction cost for the Project. Preliminary cost estimates shall be based on representative major Project elements and based on recent bid information. Detailed quantity takeoffs will not be developed for the preliminary cost estimate.

3. Property Acquisitions

Preparation of acquisition documents are not included with this scope of services. If these services are deemed necessary by the CONSULTANT and the CLIENT during the Project then these will be added by a supplemental agreement.

4. Deliverables

- a. Electronic set of 30% plans
- b. Cover sheet with designer and reviewer initials after completion of Quality Control
- c. Preliminary Estimated Opinion of Probable Cost

II. PHASE 2 FINAL DESIGN

A. CONTRACT MANAGEMENT

The CONSULTANT shall continue Contract Management services as described in Article I.A through Phase 2 of this Agreement.

B. CHECK PLANS (60%)

After written authorization of approval from the CLIENT of the Preliminary Plans, the CONSULTANT shall proceed with the development of Check Plans. Upon completion, the design plans will be approximately 60% complete. Check Plans shall be completed in preparation of the letting.

1. Incorporate Comments from Preliminary Plan Review

The CONSULTANT will respond to comments resulting from the CLIENT's Preliminary Plan review. Recommended modifications will be incorporated into the plan set.

2. Check Plan Preparation

The CONSULTANT shall develop Check Design Plans for a Local Letting. Upon completion, the design plans will be approximately 60% complete.

The following items are to be included with the submittal:

- a. Title sheet
- b. Typical sections
- c. Quantity estimate and estimate reference information
- d. Erosion control/pollution prevention plan
- e. Plan and profile sheets
- f. Survey control sheets
- g. Right-of-way sheets
- h. Traffic control and staging plan
- i. Geometric staking and jointing sheets
- j. Storm sewer layout
- k. Storm sewer structures
- l. Sanitary sewer layout
- m. Water main layout
- n. Striping and signage plan
- o. Project removals
- p. Sidewalk layout and ADA compliance sheets
- q. Cross-Sections

3. Opinion of Probable Construction Cost

The CONSULTANT shall prepare an opinion of probable construction cost for the Project. The cost estimates shall be based on representative major Project elements and recent bid information.

4. Deliverables

- a. Electronic set of 60% plans
- b. Estimated Opinion of Probable Cost
- c. Project Manual including front ends and project specifications
- d. Special Provisions
- e. Notice of Intent and Public Notice for NPDES Permit

C. PRINT DOCUMENTS

After approval of the Check Plans by the CLIENT, the CONSULTANT shall proceed with the development of Final Plans for the Project. Upon completion, the design plans will be ready for Council approval and the Local letting process.

1. Incorporate Comments from Check Plan Review

The CONSULTANT will respond to comments resulting from the Check Plan Review. Recommended modifications will be incorporated into the final plan set.

2. Opinion of Probable Construction Cost

The CONSULTANT shall prepare opinion of probable construction cost for the Project. Final cost opinion shall include all Project elements. Quantity takeoffs will be developed for the final cost estimate. Published cost opinion should be rounded to the nearest \$10,000.

3. Deliverables

- a. Copies of Print Documents (Signed Plans)
- b. Estimated Opinion of Probable Cost
- c. Project Manual including front ends and project specifications
- d. Permit Applications
- e. AutoCad files including all 3D linework and pipe networks

D. LETTING SERVICES

The CONSULTANT shall attend the pre-bid meeting and prepare any addenda during the bidding phase.

III. ADDITIONAL SERVICES

The CONSULTANT shall provide additional services, upon authorization, as follows:

A. OTHER SERVICES

The following items shall be considered Other Services as may be requested by the CLIENT. Other Services may be performed on an hourly based or should a specific scope of services be defined, a quotation for services may be performed.

1. Any subsurface utility Engineering (SUE) services requested to obtain accurate utility depth and location information.
2. Design of any private utility facilities.
3. ROW services including acquisition documents, property owner contact, appraisals, acquisition negotiations, public notices relocation assistance, closing documents, recording of documents, warranty deeds and other legal documents.
4. Property assessments
5. Wetland delineation or environmental analysis.
6. Phase II - NRHP Eligibility/Significance Testing archeological investigation.
7. Meetings above listed in scope of services.
8. Submittal fees to any and all regulatory agencies.
9. Construction observation and administration.

- 10. As-built drawings.
- 11. Roundabout Design

IV. COMPENSATION

A. PHASE 1 SERVICES

Compensation for Phase 1 Services as outlined in Article I shall be hourly, not to exceed, as follows:

Task	Hourly Fee
Contract Management	\$9,500
Survey, Field, and Other Services	\$26,800
Traffic Study	\$16,700
Functional Design and Concept	\$15,900
Preliminary Design (30%)	\$36,200
Total	\$105,100

B. PHASE 2 SERVICES

Compensation for Phase 2 Services as outlined in Article II shall be hourly, not to exceed, as follows:

Task	Hourly Fee
Contract Management	\$6,800
Check Plans (60%)	\$84,100
Print Documents	\$12,500
Letting Services	\$7,400
Total	\$110,800

C. ADDITIONAL SERVICES

Additional Services will be provided upon authorization to proceed with the selected Tasks. Compensation for Additional Services as outlined in Article IV shall be hourly, not to exceed, as follows:

Task	Hourly Fee
Other Services	Per Attached Fee Schedule

V. In all other aspects, the obligations of the CLIENT and CONSULTANT shall remain as specified in the Professional Services Agreement dated December 3, 2018, as supplemented.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year written below.

APPROVED FOR CLIENT

APPROVED FOR CONSULTANT.

By: _____

By: Lindsay Beaman

Printed Name: _____

Printed Name: Lindsay Beaman

Title: _____

Title: Business Unit Leader

Date: _____

Date: Oct 16, 2019

**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 James P. Brown and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: October 17, 2019

SUBJECT: Professional Services Agreement, Snyder & Associates, Inc.
2019 Engineering Services
Supplemental Agreement No. 11
Floodwall/Levee System Record Drawing Services
City Project No. EN-000-3174

Please find attached Supplemental Agreement No. 11 to the Professional Services Agreement between the City of Cedar Falls and Snyder & Associates, Inc. for 2019 Engineering Services. This supplemental agreement includes the post construction field survey and drawings as set forth in the United State Army Corps of Engineer's National Levee Database Field Data Acquisition Guidelines and Survey Standards for the newly constructed Cedar Falls Floodwall/Levee System Improvements. The agreement includes field survey and record drawings to be submitted to the United States Army Corps of Engineers.

The City of Cedar Falls entered into a Professional Services Agreement with Snyder & Associates, Inc. for the 2019 Engineering Services on December 3, 2018. Funding for the Supplemental Agreement #11 will be provided by the Flood Mitigation Grant funds in the not to exceed amount of \$30,000. This project is included in the City of Cedar Falls' Capital Improvements Program.

The Department of Public Works requests your consideration and approval of this Supplemental Agreement No. 11 with Snyder & Associates, Inc. for the post construction drawings for the Floodwall/Levee System.

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 ♦ Inspection Services Division
Phone: 319-268-5161 Fax: 319-268-5197

SUPPLEMENTAL AGREEMENT NO. 11

2019 Engineering Services Cedar Falls, Iowa Floodwall/Levee System Record Drawing Services City Project Number EN-000-3174

WHEREAS, a Professional Services Agreement was entered into by the City of Cedar Falls, Iowa (CLIENT), and Snyder & Associates, Inc. (CONSULTANT), of Cedar Rapids, Iowa, dated December 5, 2018 for the municipal engineering support services; and

WHEREAS, the CLIENT and CONSULTANT desire to amend the previous agreement to include Scope of Services and Compensation for additional items required as a part of the 2019 Engineering Services,

NOW THEREFORE, it is mutually agreed to amend the original Professional Services Agreement as follows:

I. SCOPE OF SERVICES

The Scope of Services and basis for Compensation derivation are as follows:

- A. The CONSULTANT shall field survey the Levee/Floodwall System as set forth in the USACE National Levee Database Field Data Acquisition Guidelines and Survey Standards in Segments 1, 2, and 3 of the Levee/Floodwall System Improvements project.
- B. The CLIENT shall provide the CONSULTANT with Computer Automated Drafting (CAD) files (per AIA Best Practices) of field survey in Segments 4 and 5 of the Levee/Floodwall System Improvements project.
- C. The CONSULTANT shall prepare CAD files representing the data collected in the field survey.
- D. The CONSULTANT shall prepare record drawings to reflect on-site changes noted in the as-built drawings.
- E. The CONSULTANT shall coordinate submittal of as-built and record drawings to the USACE.
- F. The CONSULTANT shall provide updates to the Levee/Floodwall System Operations Manual to reflect the new construction which shall be submitted to the USACE within 120 days of construction completion.
- G. The CONSULTANT shall provide construction administration and observation duties until the completion of construction.

II. COMPENSATION

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 fee of \$30,000.00. The compensation for this supplemental agreement is to be segregated from the original agreement.

III. In all other aspects, the obligations of the CLIENT and CONSULTANT shall remain as specified in the Professional Services Agreement dated December 5, 2018.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year written below.

APPROVED FOR CLIENT

APPROVED FOR CONSULTANT.

By: _____

By: Lindsay Beaman

Printed Name: _____

Printed Name: Lindsay Beaman

Title: _____

Title: Business Unit Leader

Date: _____

Date: October 1, 2019


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 James P. Brown and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: October 17, 2019

SUBJECT: Wild Horse 4th Addition
 Final Acceptance of Improvements
 Project No. SU-445-3020

Construction work has been completed on the public improvements Wild Horse 4th Addition. The project was designed by Clapsaddle Garber Associates, Inc. and has been completed in accordance with the project plans and the City of Cedar Falls standard specifications. The project was inspected by Clapsaddle Garber Associates.

The Engineering Division has reviewed and approved the project plans and specifications, inspected the project through the construction process, and has received and reviewed the project reports and certifications. The project documentation is in order and the project is complete and ready for City Council acceptance. Attached are copies of the maintenance bond from the developer, Midwest Development Co, and the Wild Horse 4th Addition final plat.

Wild Horse 4th Addition has been constructed in reasonable compliance with the project plans and specifications. The Engineering Division recommends that the City Council approve and accept the public improvements for Wild Horse 4th Addition.

Matthew Tolan, EI, Civil Engineer II

October 17, 2019

Date

Xc: Chase Schrage, Director of Public Works
 David Wicke, PE, Civil Engineer

SURETY BOND NO. IAC589892

MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, Midwest Development Co., as Principal (hereinafter the "Principal") and Merchants Bonding Company (Mutual), as Surety are held and firmly bound unto the City of Cedar Falls, Iowa, as Obligee (hereinafter referred to as "the City"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the amount of Two-hundred, Eighty-one thousand, Six-hundred, thirty-five dollars (\$281,635), 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.

Whereas, prior to City Council approval of a final plat of a subdivided area, the Principal shall submit to the City engineer this maintenance bond to provide for the protection of the City against future liability for any and all defects in workmanship or materials and any conditions that could result in structural or other failure of all of the public infrastructure improvements required as part of final plat approval for a period of three (3) years from the date of acceptance of any required public improvement which is the 21st day of October, 2019; and

Whereas, the Principal represents that it has constructed and installed all required public infrastructure improvements as required as part of the final plat approval, to conform with approved construction plans which meet the design standards and technical standards established for such public improvements by the City and by Cedar Falls Utilities, and as shown on the approved construction plans and described in detail as follows:

Public Improvements at Wild Horse Ridge Fourth Addition, Cedar Falls, IA

Now therefore, it is expressly understood and agreed by the Principal and Surety in this bond that the following provisions are a part of this Bond and are binding upon said Principal and Surety, to-wit:

1. MAINTENANCE: The Principal and 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 performed on the above described public infrastructure improvements required as part of final plat approval for a period of three (3) years from the date of acceptance of all required public infrastructure improvements, 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 City's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the City all outlay and expense incurred as a result of Principal's and Surety's failure to remedy any defect as required by this section.
 - D. Following Principal and Surety's repair and construction of any failed infrastructure component or elements the city engineer shall determine whether the three-year bond shall be renewed or extended beyond the original three-year bond period. In the event of major structural failures the maintenance bond shall be renewed if recommended by the city engineer for a new three-year period from the date of repair for that portion of the public

improvements involved in the structural failure and repair

2. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
- A. That this Bond shall remain in full force and effect until the maintenance period is completed, whether completed within the specified three (3) year period or within an extension thereof, as provided in Section 1-D.
 - B. That no provision of this Bond or of any other contract shall be valid that limits to less than five years after the date of acceptance the right to sue on this Bond.
 - C. 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 City 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, attorney's fees (including overhead expenses of the City's staff attorneys), and all costs and expenses of litigation as they are incurred by the City. It is intended the Principal and Surety will defend and indemnify the City on all claims made against the City on account of Principal's failure to perform as required in this bond, that all agreements and promises set forth in this Bond will be fulfilled, and that the City will be fully indemnified so that it will be put into the position it would have been in had the infrastructure improvements been constructed in the first instance as required.
 - D. In the event the City incurs any "outlay and expense" in defending itself against any claim as to which the Principal or Surety should have provided the defense, or in the enforcement of the promises given by the Principal in the approved construction plans, or in the enforcement of the promises given by the Principal and Surety in this Bond, the Principal and Surety agree that they will make the City 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 the United States District Court for the Northern District of Iowa or the Iowa District Court for Black Hawk County, State of Iowa. If legal action is required by the City to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the City, the Principal and the Surety agree, jointly, and severally, to pay the City all outlay and expense incurred therefor by the City. All rights, powers, and remedies of the City hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the City, by law. The City may proceed against surety for any amount guaranteed hereunder whether action is brought against the Principal or whether Principal 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 approved construction plans 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 and the approved construction plans; second, if not defined in the Bond and the approved construction plans, 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 approved construction plans are hereby made a part of this bond.

Witness our hands, in triplicate, this 26th day of September, 2019.

Countersigned By:

Holly Ranney
Signature of Agent

Holly Ranney
Printed Name of Agent

Skogman Carlson Insurance
Company Name

1110 Dina Ct, Ste B
Company Address

Hiawatha, IA 52233
City, State, Zip Code

(319) 366-6288
Company Telephone Number

PRINCIPAL:

Midwest Development Co.
Principal

By: [Signature]
Signature Kyle Skogman

President
Title

SURETY:

Merchants Bonding Company (Mutual)
Surety Company

By: [Signature]
Signature of Attorney-in-Fact

Kurt Feller
Printed Name of Attorney-in-Fact

Merchants Bonding Company (Mutual)
Company Name

6700 Westown Pkwy
Company Address

West Des Moines, IA 50266
City, State, Zip Code

(515) 243-8171
Company Telephone Number

NOTE:

MERCHANTS BONDING COMPANY™ POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Chad Smeby; Joan K Tobin; Kim Miller; Kurt Feller; Sarah Modrell; Sherri Rowden

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 3rd day of September, 2019.

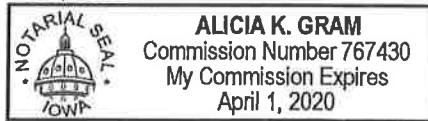


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this this 3rd day of September 2019, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Alicia K. Gram

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this _____ day of _____



William Warner Jr.

Secretary

WILD HORSE RIDGE FOURTH ADDITION FINAL PLAT

Cedar Falls, Black Hawk County, Iowa
September 2019

NOTES:

- OWNER/SUBDIVIDER:
MIDWEST DEVELOPMENT CO.
411 FIRST AVENUE SE
CEDAR RAPIDS, IA 52401
- ENGINEER:
CLAPSADDLE-GARBER ASSOCIATES, INC
5106 NORDIC DRIVE
CEDAR FALLS, IA 50613
319-266-0258
- BENCH MARK: ELEV.: 975.45
AERIAL SERVICES GPS CONTROL
MONUMENT #93 ON THE WEST SIDE OF
UNION ROAD, APPROX. 277 FEET NORTH
OF WILD HORSE DRIVE & UNION ROAD
INTERSECTION.
- SEE SURVEYOR'S CERTIFICATE EXHIBIT
'A' FOR LEGAL DESCRIPTION AND
EXHIBIT 'B' FOR LOT AREAS
- UNADJUSTED ERROR OF CLOSURE:
BOUNDARY: BETTER THAN 1 IN 10,000
LOTS: BETTER THAN 1 IN 5,000
- BASIS OF BEARING:
BEARINGS BASED ON THE
EAST LINE OF THE NE 1/4 OF
SECTION 16-T89N-R14W
BEARING S 00°50'58" W
- RESTRICTIONS:
(SEE DEED OF DEDICATION)
- LOT AREAS
5.29 ACRES
- STREET AREAS
0.90 ACRES
- ZONING:
RF
- TYPICAL BUILDING SETBACKS:
FRONT YARD = 25 FT.
REAR YARD = 30 FT.
SIDE YARD = 5 FT. (*)
- MAILBOX NOTES:
ALL MAILBOXES SHALL MEET USPS
STANDARDS. CONTRACTOR SHALL
COORDINATE WITH CITY OF CEDAR
FALLS PRIOR TO INSTALLATION.

* LOTS MAY BE SPLIT OR DIVIDED TO PROVIDE FOR MORE LOT AREA BY BEING ADDED TO AN ADJOINING LOT. SIDE YARD SETBACKS SHALL BE BASED ON OWNERSHIP/PROPERTY LINES RATHER THAN PLATTED LOT LINES.

LAND DESCRIPTION:

PART OF PARCEL 'D' OF PLAT OF SURVEY FILED AS DOCUMENT NO. 2016-00015368 ON MARCH 10, 2016, IN THE OFFICE OF BLACK HAWK COUNTY RECORDER AND BEING PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (SE 1/4 NE 1/4) OF SECTION 16, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 12 IN WILD HORSE RIDGE THIRD ADDITION (DOC. #2018-00007259); THENCE SOUTH 00°11'35" EAST ALONG THE WEST LINE OF LOT 12 IN SAID WILD HORSE RIDGE THIRD ADDITION, 170.00 FEET TO THE SOUTHWEST CORNER OF LOT 12; THENCE SOUTH 01°23'47" EAST ALONG THE WESTERLY LINE OF SAID WILD HORSE RIDGE THIRD ADDITION, 60.01 FEET TO THE NORTHWEST CORNER OF LOT 13 IN SAID WILD HORSE RIDGE THIRD ADDITION; THENCE SOUTH 00°11'35" EAST ALONG THE WEST LINE OF LOT 13 IN SAID WILD HORSE RIDGE THIRD ADDITION, 170.00 FEET TO THE NORTHWEST CORNER OF LOT 14 IN SAID WILD HORSE RIDGE THIRD ADDITION; THENCE SOUTH 89°48'25" WEST ALONG THE NORTH LINE OF SAID WILD HORSE RIDGE THIRD ADDITION, 328.37 FEET; THENCE SOUTH 84°35'48" WEST ALONG THE NORTH LINE OF LOT 19 IN SAID WILD HORSE RIDGE THIRD ADDITION, 96.73 FEET; THENCE SOUTH 42°53'09" WEST ALONG THE NORTHWEST LINE OF LOT 19 IN SAID WILD HORSE RIDGE THIRD ADDITION AND THE EXTENSION THEREOF, 99.58 FEET; THENCE NORTH 43°26'11" WEST ALONG THE NORTHEASTERLY LINE OF LOT 18 IN WILD HORSE RIDGE 1ST ADDITION (DOC. #2008-21274), 178.34 FEET TO THE NORTHERN MOST CORNER OF LOT 18 IN SAID WILD HORSE RIDGE 1ST ADDITION; THENCE NORTH 16°07'41" WEST ALONG THE NORTHEAST LINE OF SAID WILD HORSE RIDGE 1ST ADDITION, 65.99 FEET TO THE EASTERN MOST CORNER OF LOT 17 IN SAID WILD HORSE RIDGE 1ST ADDITION; THENCE NORTH 39°12'01" WEST ALONG THE NORTHEAST LINE OF SAID LOT 17, 206.58 FEET TO THE NORTHERN MOST CORNER OF SAID LOT 17; THENCE NORTHEASTERLY ALONG THE EXTENSION OF THE SOUTH LINE OF WILD HORSE RIDGE 2ND ADDITION (DOC. #2013-5774), AN ARC LENGTH OF 382.34 FEET ALONG A 550.00 FOOT RADIUS BEING CONCAVE SOUTHEASTERLY AND HAVING A LONG CHORD OF NORTH 69°53'32" EAST, 374.68 FEET TO AND ALONG THE SOUTH LINE OF SAID WILD HORSE RIDGE 2ND ADDITION; THENCE NORTH 89°48'25" EAST ALONG THE SOUTH LINE OF SAID WILD HORSE RIDGE 2ND ADDITION, 409.50 FEET TO THE POINT OF BEGINNING.

THIS PARCEL CONTAINS 6.19 ACRES.

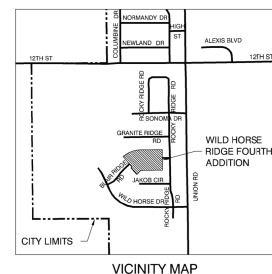
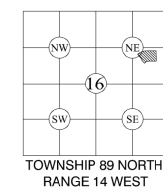
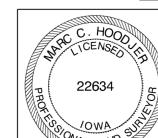
BEARINGS ARE BASED ON THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE FIFTH PRINCIPAL MERIDIAN BEARING NORTH 00°50'58" WEST.

THIS PLAT OR SUBDIVISION
HAS BEEN REVIEWED BY THE
CITY OF CEDAR FALLS, IOWA

DATE

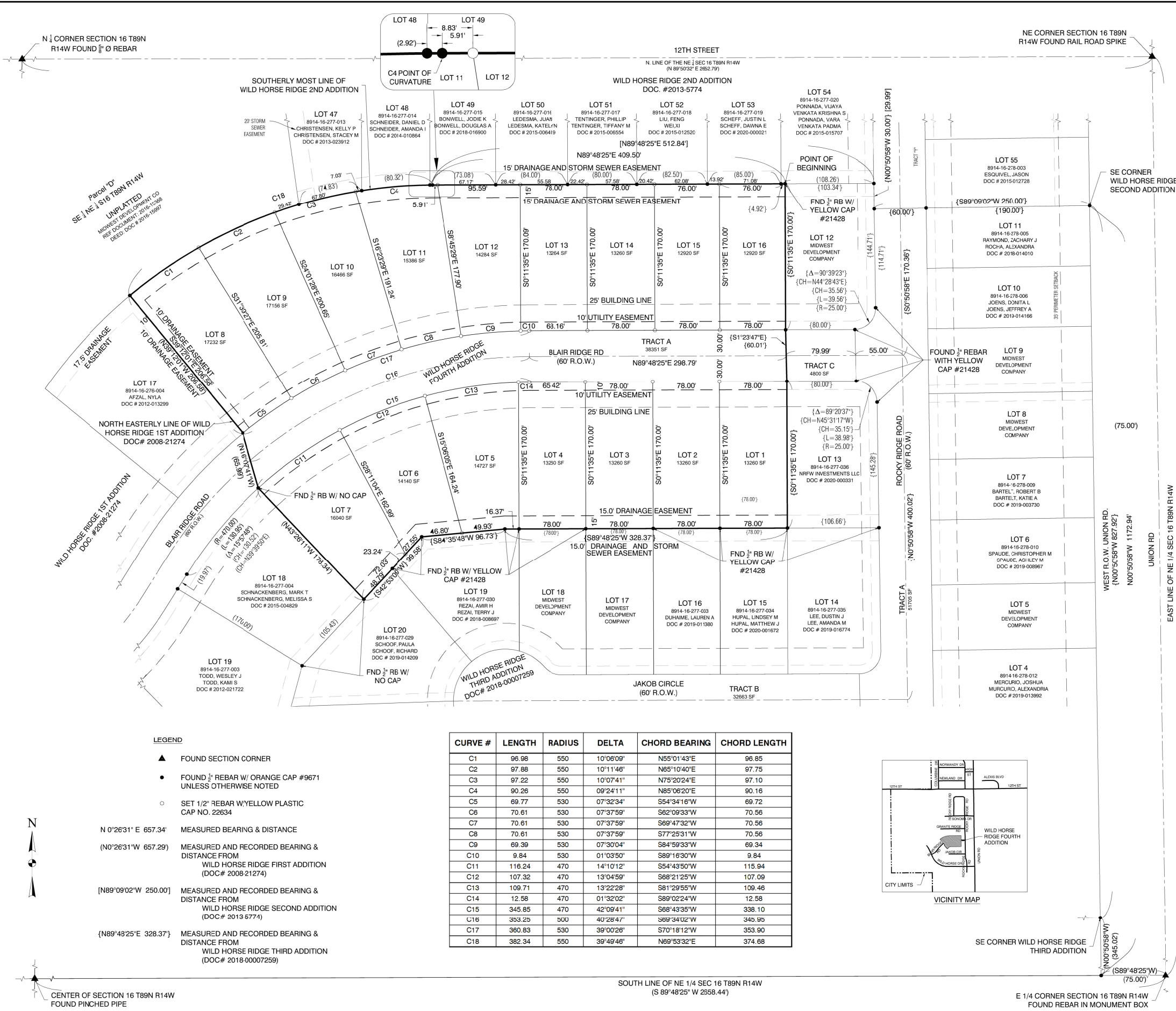
I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly Licensed Professional Land Surveyor under the laws of the State of Iowa.

Marc C. Hoodler, PLS
Iowa License Number 22634
My License Renewal Date is December 31, 2020
Pages or sheets covered by this seal: THIS SHEET ONLY



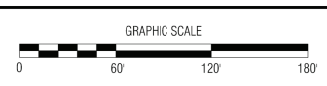
SE CORNER WILD HORSE RIDGE
THIRD ADDITION

E 1/4 CORNER SECTION 16 T89N R14W
FOUND REBAR IN MONUMENT BOX



- LEGEND**
- ▲ FOUND SECTION CORNER
 - FOUND 1/2" REBAR W/ ORANGE CAP #9671 UNLESS OTHERWISE NOTED
 - SET 1/2" REBAR W/YELLOW PLASTIC CAP NO. 22634
- N 0°26'31" E 657.34'
(N0°26'31" W 657.29')
- MEASURED BEARING & DISTANCE
- MEASURED AND RECORDED BEARING & DISTANCE FROM
WILD HORSE RIDGE FIRST ADDITION
(DOC# 2008-21274)
- [N89°09'02"W 250.00'] MEASURED AND RECORDED BEARING & DISTANCE FROM
WILD HORSE RIDGE SECOND ADDITION
(DOC# 2013-5774)
- {N89°48'25"E 328.37'} MEASURED AND RECORDED BEARING & DISTANCE FROM
WILD HORSE RIDGE THIRD ADDITION
(DOC# 2018-00007259)

CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	96.98	550	10°06'09"	N55°01'43"E	96.85
C2	97.88	550	10°11'46"	N65°10'40"E	97.75
C3	97.22	550	10°07'41"	N75°20'24"E	97.10
C4	90.26	550	09°24'11"	N85°06'20"E	90.16
C5	69.77	530	07°32'34"	S54°34'16"W	69.72
C6	70.61	530	07°37'59"	S82°09'33"W	70.56
C7	70.61	530	07°37'59"	S69°47'32"W	70.56
C8	70.61	530	07°37'59"	S77°25'31"W	70.56
C9	69.39	530	07°30'04"	S84°59'33"W	69.34
C10	9.84	530	01°03'50"	S89°16'30"W	9.84
C11	116.24	470	14°10'12"	S54°43'50"W	115.94
C12	107.32	470	13°04'59"	S68°21'25"W	107.09
C13	109.71	470	13°22'28"	S81°29'55"W	109.46
C14	12.58	470	01°32'02"	S89°02'24"W	12.58
C15	345.85	470	42°09'41"	S68°43'35"W	338.10
C16	353.25	500	40°28'47"	S69°34'02"W	345.95
C17	360.83	530	39°00'26"	S70°18'12"W	353.90
C18	382.34	550	39°49'46"	N69°53'32"E	374.68



NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE

CGA Clapsaddle-Garber Associates, Inc
5106 Nordic Drive
Cedar Falls, Iowa 50613
Ph 319-266-0258
www.cgaconsultants.com

DESIGNED: DATE:
DRAWN: NCB/SJC DATE: 09-27-2019
CHECKED: MCH DATE:
APPROVED: MCH DATE:

WILD HORSE RIDGE FOURTH ADDITION CEDAR FALLS, IOWA

FINAL PLAT

PROJECT NO. 993-16
SHEET NO. 1 OF 1



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 James P. Brown and City Council
FROM: Iris Lehmann, AICP, Planner II
DATE: October 11, 2019
SUBJECT: Façade review of property in the Central Business District Overlay

REQUEST: Request to approve a Central Business District Overlay Site Plan for a new facade treatment at 116 W 4th Street

PETITIONER: Owner: Freese Frame, LLC

LOCATION: 116 W 4th Street

PROJECT #: DR19-011

PROPOSAL

The owner of 116 W 4th Street is requesting a site plan review to update the material on the mansard overhang over the front and back entrances into the building. The property is located in the Central Business District Overlay. See current and proposed facade images below.



Current Front View



Current Back View



Example of proposed metal material

BACKGROUND

116 W 4th Street was originally constructed in the 1962 and is located outside the boundaries of the Downtown Cedar Falls Commercial Historic District. During the historic inventory of the downtown conducted in 2015 it was found that this building is not eligible for the National Register of Historic Places because it is not a significant example of a historic building type, nor does its history meet the level of significance required for individual eligibility.

The applicant is proposing to replace the existing shake shingles on the mansard overhang on the front and back of 116 W 4th Street with black steel roofing and new soffit. No structural changes will occur.

This property is located within the C-3, Commercial District Zone (Section 26-172) and is also subject to the Central Business District Overlay regulations (Section 26-189). In this zone, any “substantial improvement” to an exterior façade, including removing exterior windows and the addition of new awnings, requires design review by the Planning and Zoning Commission and City Council. A substantial improvement to properties in the Central Business District Overlay is defined in Section 26-189 (f) and reads as follows:

"Substantial improvement" includes any new building construction within the overlay district or any renovation of an existing structure that involves any modification of the exterior appearance of the structure by virtue of adding or removing exterior windows or doors or altering the color or exterior materials of existing walls. All facade improvements, changes, alterations, modifications or replacement of existing facade materials will be considered a substantial improvement. Included in this definition are any new, modified or replacement awning structures or similar material extensions over the public sidewalk area. A substantial improvement also includes any increase or decrease in existing building height and/or alteration of the existing roof pitch or appearance."

ANALYSIS

Following is an evaluation of the proposed change according to the review standards in the Central Business District Overlay Zone:

1. Proportion: This criterion takes into account the relationship of the proposed horizontal elements (such as cornice lines, awnings and canopies) and vertical elements (such as windows and doors) with the elements of adjacent buildings. Elements of the building are remaining the same. **This criterion does not apply for this review.**
2. Roof shape, pitch and direction: The roof of this building is not being structurally altered. **This criterion does not apply for this review.**
3. Pattern: The pattern of solid surfaces and openings needs to be considered in the alteration of a building. Elements of the building are remaining the same. **This criterion does not apply for this review.**
4. Building Composition: The proposed design must provide visual interest and visually break up long building walls. The existing building composition is not being altered. **This criterion does not apply for this review.**
5. Windows and transparencies: The CBD requires that with any alteration to the size, proportion, and type of windows on a building are compatible with existing neighboring buildings. The existing building composition is not being altered. **This criterion does not apply for this review.**
6. Materials and textures: All material alterations to a building in the CBD are required to be similar to or compatible with existing materials and textures of buildings in the immediate area. The applicant is proposing to replace the existing shake shingles on the mansard overhang on the front and back of 116 W 4th Street with black steel energy star roofing and

new soffits. The remainder of the roof will not be altered. Although metal roofing is not standard in this area of the downtown the mansard roofing on this site visually appears similar to an awning. Metal awnings do exist in the downtown. The applicant is proposing to use a material similar to the awning found at 206 Main Street, Little Prairie Girl. The use of metal on storefronts in the district is permitted only in limited amounts. If metal is used it shall be heavy gauge and non-reflective. The use of metal at this location, in this manner, is permitted. **Criterion is met.**

7. Color: The proposed design utilizes black steel. The proposed color is neutral and compatible with the existing colors of the district. **Criterion is met.**
8. Architectural features: Architectural features including but not limited to cornices, entablatures, doors, windows, shutters, fanlights and other elements prevailing in the area shall be considered in the construction or alteration of a building. The existing building composition is not being altered. **This criterion does not apply for this review.**
9. Building entries: The entries into this building are not changing. **This criterion does not apply for this review.**
10. Exterior mural wall drawings, painted artwork, exterior painting: No mural is being proposed. **This criterion does not apply for this review.**
11. Signage: No signage is being proposed at this time. **This criterion does not apply for this review.**

TECHNICAL COMMENTS

Staff has no technical comments.

STAFF RECOMMENDATION

The Planning & Zoning Commission and the Community Development Department recommend approval of the submitted proposal to replace the existing shake shingles on the mansard overhang on the front and back of 116 W 4th Street with black steel roofing and new soffit.

PLANNING & ZONING COMMISSION

Discussion/Vote 10/9/2019	Planner Lehmann introduced the item to the Planning & Zoning Commission. There were no questions or comments. The item was approved unanimously.
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City of Cedar Falls

Planning and Zoning Commission

220 Clay Street

Cedar Falls, Iowa 50613

319-273-8600

RE: Letter to be attached to the Zoning Application for 116 West 4th Street Cedar Falls, Iowa 50613.

Freese Frame LLC Owner.

Iowa Post Frame Builders L.C. will be at the October 9th, 2019 meeting at 5:00 Pm to discuss the colors and issues of the steel products used in this update of the Mansard overhang front and back of the building.

There will be no structural change to the mansard overhang except that we will take off all the old shake shingles on the mansard overhang and install new Black Steel Energy Star rated and UL Rated as well as new black closed non vented soffit system on the underside of the mansard overhang.

Jim Blackledge Contractor will be at the meeting for any questions the commission might have as well as sample colors of products used.

Respectfully, Iowa Post Frame Builders L.C.

Jim Blackledge Secretary 319-231-7355



TECHNICAL BULLETIN

Impact Resistance For Metal Roof Panels

American Building Components is proud to announce that each and every one of its metal roof panels have qualified for the Class 4 rating under Underwriters Laboratories UL 2218 test standard for "Impact Resistance of Roofing Materials". The class 4 rating is the highest rating for which a roofing material can be considered. This means that when you specify or use ABC, you can be assured you are getting the most impact resistant roof available.

The UL 2218 test standard was mandated by insurance companies due to the large losses they have absorbed in recent years from hail damaged roofs. In order to provide the insurance companies with a way to predict possible hail damage without severely limiting the consumer's choices, a rating system was developed. Roof coverings that pass this UL test standard are classified as either Class 1, 2, 3 or 4; with Class 4 being the most impact resistant. In certain areas of the country, roofs with UL rated materials can qualify for an insurance premium discount.

Frequently Asked Questions

Why do I need an impact resistant roof?

Some hail storms have been so severe that they have perforated the roof deck, causing major water damage to the interior of the home. Also, for those that live in Texas, you may be able to qualify for a discount on your homeowner's insurance of up to 35%.

How do I find out if I can get a discount on my insurance and if so, how much?

Call your insurance company to find out if they give discounts for "Impact Resistant" roofs. If you live in Texas, to check discounts by counties you may call the Texas Board of Insurance by phone at 800-252-3439 or check their website at www.tdi.state.tx.us. For specific website information: commish/nr04018.html

Are all metal roofs impact resistant?

No. Only those that are listed by Underwriters Laboratories as having passed the UL 2218 test standard.

How do I know for sure if a roof covering has passed the UL 2218 test?

UL publishes a "Roofing Materials and Systems Directory" on a yearly basis which includes information on wind uplift, fire ratings and impact resistance of various roofing materials.

How do I prove to my insurance company that my roof is indeed "Impact Resistant"?

The roofing material manufacturer should provide a certificate, such as the one shown on the opposite page, to the roofing contractor to furnish to the homeowner to present to their insurance company.

Does an "Impact Resistant" roof cost more?

No. At ABC, we do not charge any more money for the "Impact Resistance" rating on our panels.

Do I have to request the "Impact Resistance Certificate" from ABC when the material is ordered?

No. You may request the "Impact Resistance Certificate" at any time after the roof has been installed.

I had a metal roof from ABC installed on my house several years ago. Can my roof qualify for the "Impact Resistance Certificate"?

Yes. ABC can issue a certificate. You should, however check with your insurance company to see if you qualify for the premium reduction.

What about cosmetic damage to my roof?

Your insurance company may require you to accept an endorsement to your policy that excludes cosmetic damage.

AMERICAN BUILDING COMPONENTS

**U.L. CLASS 4
IMPACT RESISTANCE
RATED ROOF SYSTEM**

THIS CERTIFIES that the roof deck panels manufactured by American Building Components on the building indicated below, carry a Class 4 impact resistant rating as classified by Underwriters Laboratories in accordance with UL 2218, "Impact Resistance of Prepared Roof Covering Materials." Only those products bearing the appropriate Listing Mark or Classification Marking and the company's name, tradename, trademark or other authorized identification should be considered as covered by UL's Listing or Classification Service and Follow-up Service. The UL Listing Mark or Classification Marking provides evidence of listing or labeling which may be required by installation codes or standards.

Building Street Address

Building City, State, Zip

ABC Representative

Date

14031 West Hardy • Houston, Texas 77060 • P.O. Box 34217 Houston, Texas 77238 • Telephone 281/443-8555

Examples of Premium Savings

Panel Profiles

1

Example Number 1

FRQ Homeowners Form B - Rate Regulated Quote
Tarrant County - City Living

Impact Resistant

Non-Impact Resistant

Quote 1 • Masonry veneer • Key: 8 Zone: 23 • PC: 3 • Year built: 1998 Dwell cl: A # Fam: 01			Quote 2 • Masonry veneer • Key: 8 Zone: 23 • PC: 3 • Year built: 1998 Dwell cl: A # Fam: 01		
Coverages	Limit	Ann Prem	Coverages	Limit	Ann Prem
Dwelling	250,000	765.00	Dwelling	250,000	1,049.00
Dwelling ext	25,000		Dwelling ext	25,000	
Personal prop	150,000		Personal prop	150,000	
Liability	500,000	13.00	Liability	500,000	13.00
Med payments	1,000		Med payments	1,000	
Deductibles	Amount	Ann Prem	Deductibles	Amount	Ann Prem
Policy WHH	1%		Policy WHH	1%	
Policy OP	1%		Policy OP	1%	
Crdts/Chrgs	Rate	Ann Prem	Crdts/Chrgs	Rate	Ann Prem
New home	20%	Incl	New home	20%	Incl
Hail Resistive	Class-4	Incl			
Total annual premium:		\$20.00	Total annual premium:		1,118.00
Monthly premium:		68.33	Monthly premium:		93.17
Total Annual Savings = 298.00					

2

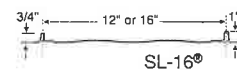
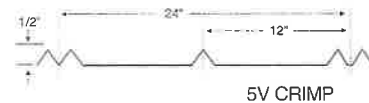
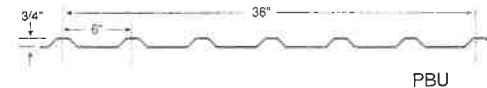
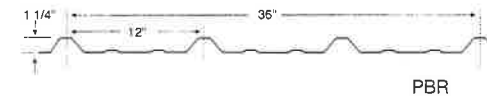
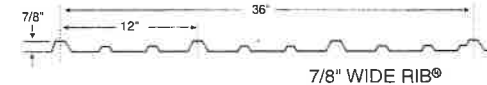
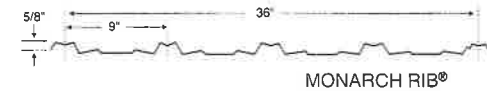
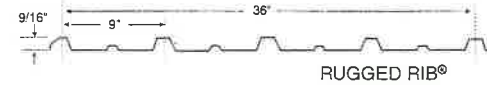
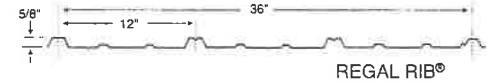
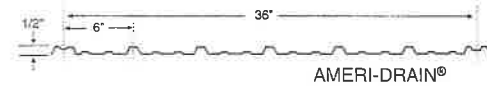
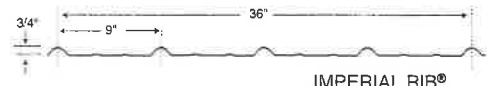
Example Number 2

FRQ Homeowners Form B - Rate Regulated Quote
Tarrant County - City Living

Impact Resistant

Non-Impact Resistant

Quote 1 • Masonry veneer • Key: 50 Zone: 23 • PC: 10 • Year built: 1998 Dwell cl: B # Fam: 01			Quote 2 • Masonry veneer • Key: 50 Zone: 23 • PC: 10 • Year built: 1998 Dwell cl: B # Fam: 01		
Coverage	Limit	Ann Prem	Coverages	Limit	Ann Prem
Dwelling	250,000	1,013.00	Dwelling	250,000	1,388.00
Dwelling ext	25,000		Dwelling ext	25,000	
Personal prop	150,000		Personal prop	150,000	
Liability	500,000	14.00	Liability	500,000	14.00
Med payments	1,000		Med payments	1,000	
Deductibles	Amount	Ann Prem	Deductibles	Amount	Ann Prem
Policy WHH	1%		Policy WHH	1%	
Policy OP	1%		Policy OP	1%	
Crdts/Chrgs	Rate	Ann Prem	Crdts/Chrgs	Rate	Ann Prem
New home	20%	Incl	New home	20%	Incl
Hail Resistive	Class-4	Incl			
Total annual premium:		1,082.00	Total annual premium:		1,475.00
Monthly premium:		90.17	Monthly premium:		122.92
Total Annual Savings = 393.00					



Color Chart



PREMIUM

★★★★

Final color selection should be made from metal color chips.

Gauge
29 and 26
Substrate
Galvalume

Paint System
Signature® 200
20 Colors
Warranty
40-Year Film Integrity

- For the most current information available, visit our website at www.abcmetalroofing.com.
- See the product catalog for gauge and color availability.
- Review the sample warranty for complete performance attributes, exceptions, and terms and conditions.
- Trim is available in all colors.

Available in 29 Gauge

Available in 26 Gauge



Buckskin★



Evergreen★



Hawaiian Blue★



Clay★



Radiant Red★



Desert Sand★



Burgundy★



Polar White★
(also available in G-90 Galvanized)



Coal Black★



Vintage White



Galvanized



Regal White★



Rustic Red★



Saddle Tan★



Koko Brown★



Light Stone★



Cobalt Blue★



Gray★



Ivy Green★



Charcoal Gray★



Burnished Slate★



Galvalume Plus®

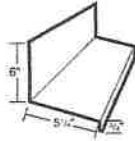
TRIM APPLICATIONS

ABC offers one of the broadest selections for post-frame and residential trim applications. Custom trims are also available. Please contact your sales representative for details.

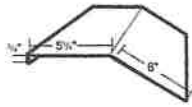
LG 101 PLAIN RIDGE CAP*



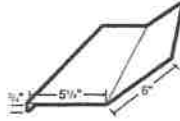
LG 104 NOTCHED ENDWALL FLASHING



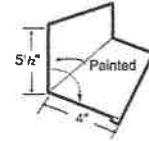
LG 105 NOTCHED UPPER GAMBREL FLASHING



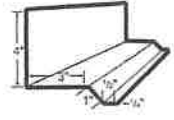
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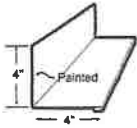
LG107 DENVER ENDWALL FLASHING



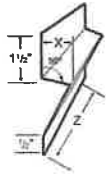
LG 108 SIDEWALL FLASHING



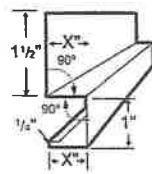
LG 109 DENVER SIDEWALL FLASHING



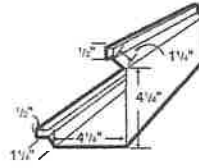
LG 110 BASE TRIM*



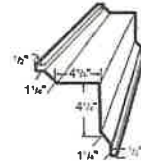
LG 111 SQUARE BASE ANGLE*



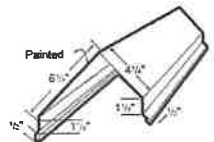
LG 113 CORNER TRIM



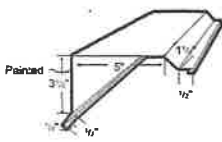
LG 115 INSIDE CORNER



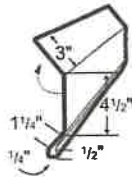
LG 117 RAKE TRIM



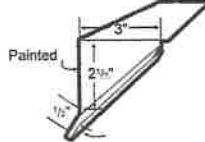
LG 118 DENVER GABLE



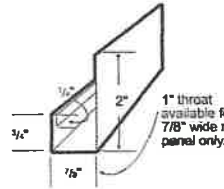
LG 119 EAVE FLASHING



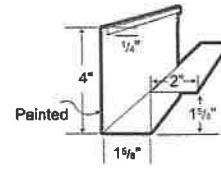
LG 120 DENVER EAVE TRIM



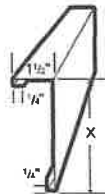
LG 123 "J" CHANNEL



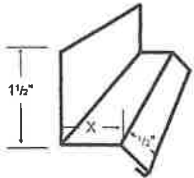
LG 125 9/16" DOOR JAMB



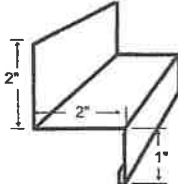
LG 126 DOOR POST TRIM*



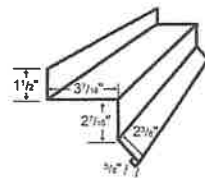
LG 129 WINDOW DRIP CAP*



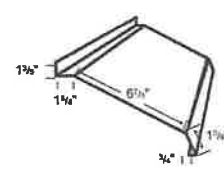
LG 130 SLIDING DOOR DRIP CAP



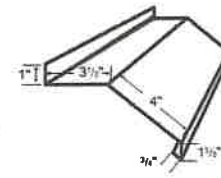
LG 131 NATIONAL DOOR TRACK COVER



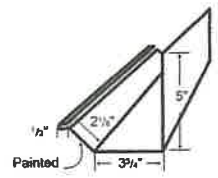
LG 132 COMBO TRACK COVER



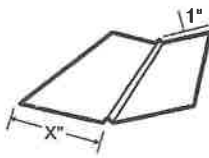
LG 133 TOP MOUNT TRACK COVER



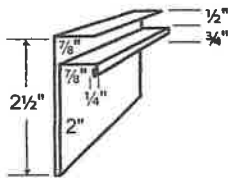
LG 134 TRACK DOOR JAMB TRIM



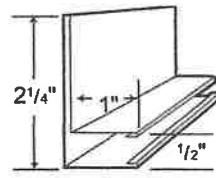
LG 138 / LG 139 "W" FORMED VALLEY*



LG 147 F & J SOFFIT



LG 148 "F" CHANNEL



*Refer to the 29-gauge product manual for variable trim dimensions.



AMERICAN BUILDING COMPONENTS

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 Adel, GA 877.595.6604
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Descriptions and specifications contained herein were in effect at the time this publication was approved for printing. In a continuing effort to refine and improve our products, American Building Components reserves the right to discontinue products at any time or change specifications and/or designs without incurring obligation. To ensure you have the latest information available, please inquire or visit our website at www.abcmetalroofing.com. Application details are for illustration purposes only and may not be appropriate for all environmental conditions, building designs or panel profiles. Projects should be designed to conform to applicable building codes, regulations and accepted industry practices.



Final color selection should be made from metal color chips.

- For the most current information available, visit our website at www.abcmetalroofing.com.
- See the product catalog for gauge and color availability.
- Review the sample warranty for complete performance attributes, exceptions, and terms and conditions.
- Trim is available in all colors.

Select40¹ ★★★

Gauge 29	Paint System Signature [®] 200
Substrate Galvalume	Warranty 40-Year Film Integrity

	Burnished Slate
	Charcoal Gray
	Coal Black
	Desert Sand
	Gray
	Ivy Green
	Koko Brown
	Light Stone
	Polar White
	Regal White
	Rustic Red
	Saddle Tan

Econo20¹ ★★

Gauge 29	Paint System Signature [®] 200
Substrate Varies	Warranty 20-Year Film Integrity

	Burnished Slate
	Charcoal Gray
	Gray
	Ivy Green
	Koko Brown
	Light Stone
	Polar White
	Regal White
	Rustic Red
	Saddle Tan

Commodity¹ ★

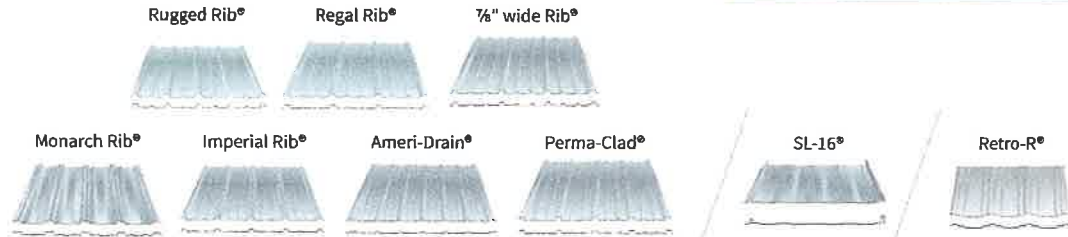
Gauge 30	Paint System Siliconized Modified Polyester
Substrate Varies	Warranty None

	Charcoal Gray
	Ivy Green
	Koko Brown
	Light Stone
	Polar White
	Rustic Red

¹Thumbnail colors are ink representations of Premium paint chips on cover.

PROD COLOR SELECTION

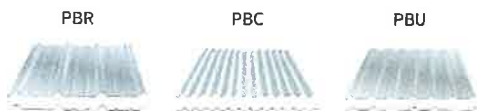
Thin metal color chips are micro-representations of Premium paint chips on color.



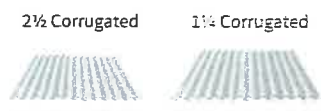
	Post Frame / Agricultural / Residential 40-7/8"					Concealed Fastener		Retro-Fit	
	29 Ga. Premium	26 Ga. Premium	29 Ga. Select40	29 Ga. Econo20	30 Ga. Commodity	29 Ga. Premium	26 Ga. Premium	29 Ga. Premium	26 Ga. Premium
Buckskin 727	■					■		■	
Burgundy 717	■					■		■	
Burnished Slate 212	■	■	■	■		■	■	■	■
Charcoal Gray 219	■	■	■	■	■	■	■	■	■
Clay 238	■					■		■	
Coal Black 203	■		■			■		■	
Cobalt Blue 209	■	■				■	■	■	■
Desert Sand 217	■		■			■		■	
Evergreen 234	■					■		■	
Gray 725	■	■	■	■		■	■	■	■
Hawaiian Blue 204	■					■		■	
Ivy Green 712	■	■	■	■	■	■	■	■	■
Koko Brown 215	■	■	■	■	■	■	■	■	■
Light Stone 206	■	■	■	■	■	■	■	■	■
Polar White 202	■		■	■	■	■		■	
Radiant Red 730	■					■		■	
Regal White 702	■	■	■	■		■	■	■	■
Rustic Red 207	■	■	■	■	■	■	■	■	■
Saddle Tan 221	■	■	■	■		■	■	■	■
Vintage White 230	■					■		■	
Galvalume Plus® 018	■	■				■	■	■	■
Galvanized 001	■								

■ Premium

Commercial
26 gauge Premium
See Commercial and Industrial color chart for color availability.



Corrugated
29 gauge Galvalume Plus⁴



5V Crimp
26 gauge and 29 gauge Galvalume Plus⁵





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 James P. Brown and City Council
FROM: David Sturch, Planner III
DATE: October 16, 2019
SUBJECT: Greenhill Road and Coneflower Parkway Intersection Improvements
 Addendum to the Developmental Procedures Agreement

On April 2, 2018, the City entered into a developmental agreement with Greenhill Estates, the developer, for intersection improvements at the Greenhill Road and Coneflower Parkway intersection. The developer has agreed to pay for said improvements that include the following:

1. Install an additional right turn lane for the eastbound traffic on Greenhill Road.
2. Install striping to create a new left turn lane on Greenhill Road for both the westbound and eastbound directional traffic and any associated striping necessary to safely create this improvement on Greenhill Road. This striping shall merge into the existing turn lane striping at the Greenhill Road and Main Street intersection.
3. The existing recreational trail along the south side of Greenhill Road will be relocated south of the new right turn lane.

In order to coordinate our efforts and avoid throw away costs, the Greenhill/Coneflower intersection will be designed and constructed in conjunction with the intersection improvements at Greenhill Road and Main Street. The developer provided a check in the amount of \$101,833.09 that will be deposited in the project account. This dollar amount was determined by the City Engineer. We recommend approval of the Addendum to the Developmental Procedures Agreement for the improvements at the Greenhill Road and Coneflower intersection.

xc: Stephanie Houk Sheetz, Director of Community Development
 Karen Howard, Planning and Community Services Manager

ADDENDUM TO
 MU MIXED USE ZONING DISTRICT
 PINNACLE PRAIRIE BUSINESS CENTER NORTH
 DEVELOPMENTAL PROCEDURES AGREEMENT

THIS ADDENDUM TO THE MU MIXED USE ZONING DISTRICT PINNACLE PRAIRIE BUSINESS CENTER NORTH DEVELOPMENTAL PROCEDURES AGREEMENT is entered into as of the _____ day of _____, 20____, by and between the City of Cedar Falls, Iowa, hereinafter called the “City”, and and Greenhill Estates, Inc., an Iowa corporation, hereinafter called “Developer”

WHEREAS, the City is planning roadway improvements at the intersection of Main Street and Greenhill Road; and

WHEREAS, the improvements at the intersection of Greenhill Road and Coneflower Parkway will be included as part of the design and construction of the Main Street and Greenhill Road intersection project (“Public Improvements”); and

WHEREAS, the Parties entered into a Developmental Procedures Agreement relative to the public improvements on Greenhill Road at the Coneflower Parkway intersection dated April 2, 2018 which was approved by the City Council in Resolution No. 21,032 (“Agreement”); and

WHEREAS, pursuant to the Agreement, Developer agreed to install certain roadway and trail improvements on Greenhill Road at the intersection of Coneflower Parkway; and

WHEREAS, the City provided an engineer’s cost estimate of the total cost of such roadway and trail improvements at the intersection of Greenhill Road and Coneflower Parkway in the amount of \$101,833.09 (see Exhibit A attached to the Agreement); and

WHEREAS, the City has determined that the most economical and cost effective way to complete the Public Improvements is for the City to complete all such Public Improvements and for Developer to deposit with the City the amount of the engineer’s cost estimate to be used by the City as it undertakes construction of such Public Improvements; and

WHEREAS, Developer has already deposited with the City the sum of \$101,833.09 in conformance with the City engineer’s cost estimate (“Deposited Funds”); and

WHEREAS, the Parties desire to execute this Addendum to coordinate the City’s use of the Deposited Funds to complete the construction of the Public Improvements.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the City and the Developer agree as follows:

1. **General.** The City intends to reconstruct the intersection at Greenhill Road and South Main Street in Fiscal Year 2021 and 2022. This project will include the necessary improvements to the intersection of Greenhill Road and Coneflower Parkway as part of the project.

2. **Future Traffic Improvements.** The City will design and install improvements on Greenhill Road at the intersection of Coneflower Parkway in connection with the intersection improvements at Greenhill Road and South Main Street. These Greenhill/Coneflower intersection improvements shall include the following:

- (a) Install an additional right turn lane for the eastbound traffic on Greenhill Road.
- (b) Install striping to create a new left turn lane on Greenhill Road for both the westbound and eastbound directional traffic and any associated striping necessary to safely create this improvement on Greenhill Road.
- (c) The existing recreational trail along the south side of Greenhill Road will be relocated south of the new right turn lane.

3. **Receipt of Deposited Funds.** The City hereby acknowledges receipt of the Deposited Funds in the amount of \$101,833.09, and accepts such Deposited Funds as full satisfaction of Developer's duty to install roadway and trail improvements at the intersection of Greenhill Road and Coneflower Parkway as called for in the Agreement.

4. **Use of Deposited Funds.** The City shall use the Deposited Funds to offset the cost of the roadway and trail improvements at the intersection of Greenhill Road and Coneflower Parkway as set forth in Paragraph 2 above. The City shall use the Deposited Funds only for the purpose of such improvements. The City may use the Deposited Funds at any time during the project. Only in the event that the roadway and trail improvements at the intersection of Greenhill Road and Coneflower Parkway are not undertaken shall Developer be entitled to a refund of the Deposited Funds.

5. **Agreement.** The City and Developer hereby acknowledge and agree that all of the terms and conditions of the Agreement, including Exhibit A, remain the same and are hereby ratified and confirmed, except as expressly amended or modified in this Addendum.

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

(Seal)

CITY OF CEDAR FALLS, IOWA

By: _____

James P. Brown, Mayor

ATTEST:

By: _____

Jacqueline Danielsen, MMC, City Clerk

GREENHILL ESTATES, INC.

By: Merrill J. Oster
Merrill J. Oster, General Partner

STATE OF IOWA Illinois)
DuPage) SS
COUNTY OF ~~BLACK HAWK~~)

On this 4th day of October, 2019, before me the undersigned, a Notary Public in and for said State, personally appeared Merrill Oster, to me personally known, who, being by me duly sworn, did say that he is the General Partner of, Greenhill Estates, Inc, and that said instrument was signed on behalf of said company; and that the said General Partner as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said company, by him voluntarily executed.

Linda Zable
Notary Public in and for the State of Iowa
Illinois





DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Planning & Community Services Division

TO: Planning & Zoning Commission
FROM: David Sturch, Planner III
 Matt Tolan, Civil Engineer II
DATE: October 18, 2019
SUBJECT: Wild Horse Ridge Fourth Addition Final Plat

REQUEST: Request to approve the Wild Horse Ridge Fourth Addition Final Plat.

PETITIONER: Midwest Development Co. (Skogman Homes); Engineer: CGA Engineering

LOCATION: The 6.19-acre property is located along the west side of Union Road between the Wild Horse Ridge Second and Third Additions.

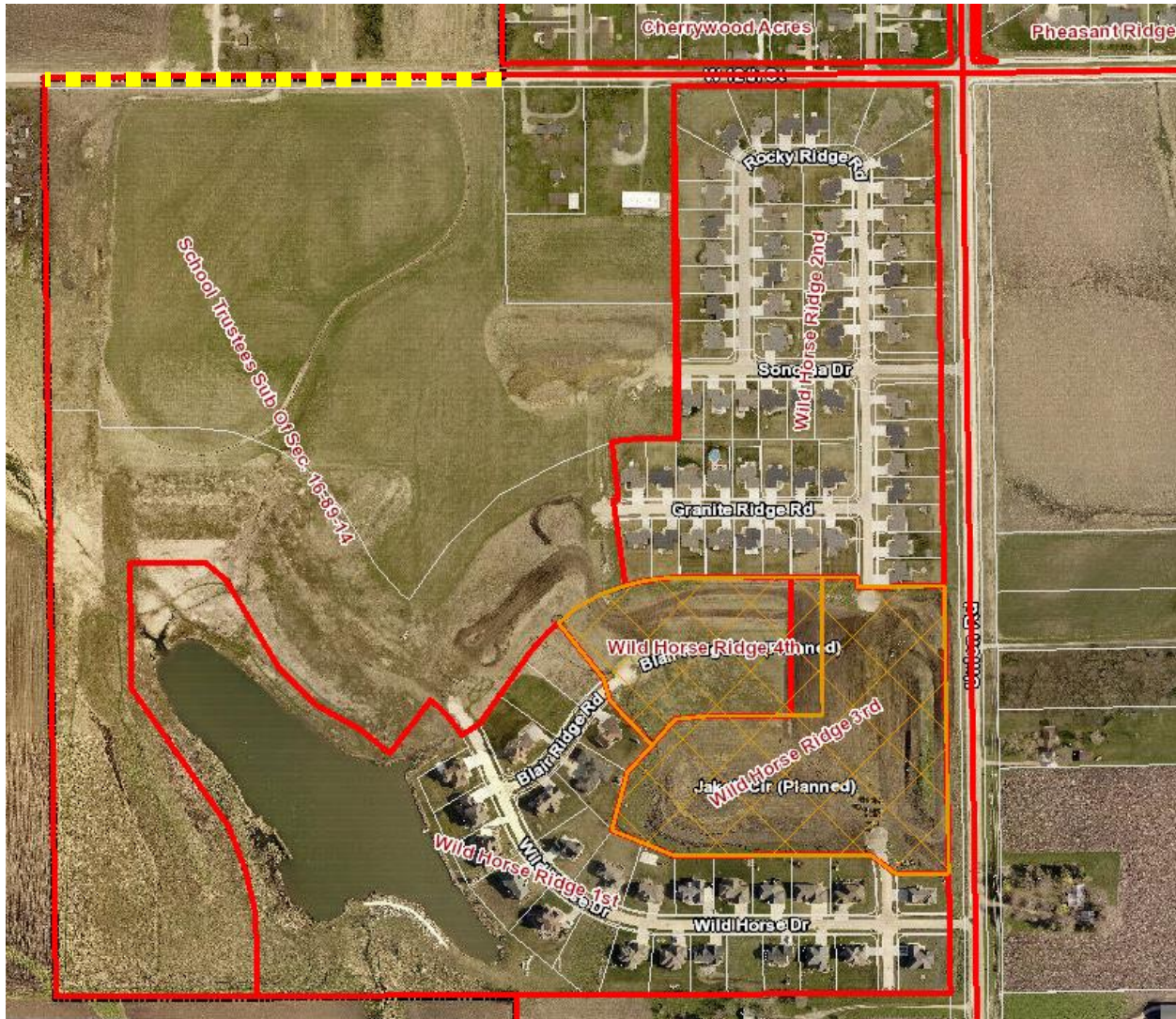
PROPOSAL

It is proposed to establish 16 residential lots that include a segment of Blair Ridge Road in the Wild Horse Ridge Fourth Addition. Blair Ridge Road will connect the west end of the road in the Wild Horse Ridge First Addition to the east end of the road in the Wild Horse Ridge Third Addition. This street will be 27 feet wide, which matches the existing street dimensions. The typical lot sizes range from 12,000 to 17,000 square feet with an average lot size of 14,400 square feet.

BACKGROUND

In 2003 Dennis and Trudy Weichers purchased 148 acres of land at the southwest corner of Union Road and W. 12th Street. The westerly 79 acres was annexed into the City of Cedar Falls upon request by the owners (Resolution No. 14,410) in 2005. The easterly third of this property is served by the Cherrywood interceptor sewer. Tapping into this interceptor sewer requires a "connection fee" at the time of platting. To service the rest of the property, one of the conditions of the annexation and subsequent rezoning and platting was that Mr. Weichers agree to extend a sanitary sewer "interceptor" line to the property, from the South-East. This sewer line is approximately two miles in length and extends from the general vicinity of University Avenue and Hudson Road. The City did participate in some of the costs for this sewer extension (for "over-sizing") up to a maximum of \$200,000. The majority of the costs for this sewer extension were borne by Mr. and Mrs. Weichers. This sewer will accommodate the entire development of the Wild Horse Ridge subdivision. The first three additions of the Wild Horse development did not connect into the aforementioned Cherrywood interceptor sewer so no connection fees were collected since the sewer is served by the line from W. 27th Street.

In July 2005 the entire 148-acre property was rezoned from A-1, Agriculture to RP, Planned Residential for a maximum of 353 dwelling units. A Preliminary Plat for this area, called "Copperstone" was approved in July 2005. This plat covered the entire 148-acre property and proposed the establishment of 242 building lots with 353 units. One feature of the original Preliminary Plat is that it provided a street access to West 12th Street in alignment with the proposed Cherrywood Drive. The Preliminary Plat was re-approved by the City Council on September 26, 2011 without a street connection onto W. 12th Street.



The Final Plat for the Wild Horse Ridge First Addition was approved in September 2007. The First Addition created 29 standard residential building lots on 34.7 acres. The Wild Horse Ridge Second Addition Final Plat was approved 2012. This plat created 61 residential lots on 26.6 acres immediately north of the proposed Third Addition. Following approval of the Second Addition, a street name change (Cherrywood Drive to Rocky Ridge Road) was approved by the City Council on October 8, 2012. This street name change was necessary since the Second Addition did not provide a street access to Cherrywood Drive north of West 12th Street. The Wild Horse Ridge Third Addition was approved by the City Council on October 16, 2017 for 27 lots on 11.55 acres.

As part of the original annexation agreement from 2005, the original developer or its successor must make improvements to the west end of W. 12th Street to the edge of the property (yellow dash line on the map above). After the first two additions were completed, staff sent a letter to the property owner in 2014 to signify that any future development of the Wild Horse subdivision, a fee will be collected and placed in an account for the W. 12th Street improvements. This fee is calculated at \$5,852.43 per acre of development. The fee must be collected before the final plat is sent to the City Council for final approval. This fee was collected for the Third Addition and the fee for this Fourth Addition is $\$5,852.43 \times 6.19 = \$36,226.54$, has been submitted by the developer.

ANALYSIS

As noted above, the property is zoned RP, Planned Residential, which does provide some flexibility with regard to minimum building setbacks and also provides some opportunities to allow “mixing” housing types (one and two unit dwellings) or even establishment of a small commercial area (not part of this RP development plan). The RP District does require a “perimeter setback” around the outer boundaries of the RP District (i.e. adjacent to 12th Street and Union Road). This perimeter setback (35-ft.) does not affect the Fourth Addition but other setbacks include front yard (25-ft.) and side yards (5-ft. minimum) are specified in the Deed of Dedication.

The City Code states that the final plat must be in substantial conformance with the preliminary plat. In 2017, the developer submitted the construction documents for the Wild Horse Third and Fourth Addition. Both of these plans showed narrower lots than what was identified in the preliminary plat. This essentially created three additional lots in the Third Addition and two additional lots in the Fourth Addition. At that time, city staff has determined that the change in the size of the lots from the preliminary plat to the final plat did not warrant a reconsideration of the preliminary plat. The width of the proposed lots in the Fourth Addition is similar to the lots in the Third and Second Addition. It should be noted that the final plat for the Wild Horse Ridge First and Second Additions had slight changes from preliminary to final. Eventually the final plat for the first two additions was approved by the Planning and Zoning Commission and the City Council. Moving forward, the developer and city staff have been working on a revised preliminary plat for the remaining 69 acres of undeveloped land in the Wild Horse addition. This preliminary plat will be brought before the Planning and Zoning Commission for review and approval in the coming months. It is the developer’s intent at this time to seek approval of the Wild Horse Ridge Fourth Addition final plat because they are working to complete the necessary public improvements for this phase of development.

TECHNICAL COMMENTS

City technical staff, including Cedar Falls Utilities (CFU) personnel, noted that the water, gas and communication services are available to the site. The developer will be responsible for extending the utility services to the proposed development. The easements identified on the plat satisfy CFU requirements.

Cluster mailboxes will be sized and placed in the ROW according to USPS standards. All cluster mailboxes will be located on lower volume streets and situated so as to prevent undue traffic congestion according to the direction from the City Engineer’s office.

City Engineering Division staff note that the project’s storm water drainage plan involves directing water along the north and south side of the lots on Blair Ridge Road. This routing will eventually connect into the existing storm water routing and eventually end up in the pond at

southwest corner of the development. It should be noted this plat is outside the 100 year floodplain.

PLANNING & ZONING COMMISSION

Discussion & Vote
10-9-19

Chair Holst introduced the item and Mr. Sturch provided background information. He noted that the property is located at the southwest corner of Union Road and West 12th Street in the RP Zoning District. He provided a breakdown of the phases and explained that it is a connection of Blair Ridge Road from the First Addition to the Third Addition. Mr. Sturch provided a rendering of the stormwater management plan and noted that all requirements are met. Staff recommends approval of the plat.

There was no discussion and the Commission made a recommendation to approve the Wild Horse Ridge Fourth Addition final plat.

STAFF RECOMMENDATION

The Community Development Department recommends approval of the Wild Horse Ridge Fourth Addition Final Plat.

WILD HORSE RIDGE FOURTH ADDITION FINAL PLAT

Cedar Falls, Black Hawk County, Iowa
September 2019

NOTES:

- OWNER/SUBDIVIDER:
MIDWEST DEVELOPMENT CO.
411 FIRST AVENUE SE
CEDAR RAPIDS, IA 52401
- ENGINEER:
CLAPSADDLE-GARBER ASSOCIATES, INC
5106 NORDIC DRIVE
CEDAR FALLS, IA 50613
319-266-0258
- BENCH MARK: ELEV.: 975.45
AERIAL SERVICES GPS CONTROL
MONUMENT #93 ON THE WEST SIDE OF
UNION ROAD. APPROX. 277 FEET NORTH
OF WILD HORSE DRIVE & UNION ROAD
INTERSECTION.
- SEE SURVEYOR'S CERTIFICATE EXHIBIT
"A" FOR LEGAL DESCRIPTION AND
EXHIBIT "B" FOR LOT AREAS
- UNADJUSTED ERROR OF CLOSURE:
BOUNDARY: BETTER THAN 1 IN 10,000
LOTS: BETTER THAN 1 IN 5,000
- BASIS OF BEARING:
BEARINGS BASED ON THE
EAST LINE OF THE NE 1/4 OF
SECTION 16-T89N-R14W
BEARING S 00°50'58" W
- RESTRICTIONS:
(SEE DEED OF DEDICATION)
- LOT AREAS
5.29 ACRES
- STREET AREAS
0.90 ACRES
- ZONING:
RF
- TYPICAL BUILDING SETBACKS:
FRONT YARD = 25 FT.
REAR YARD = 30 FT.
SIDE YARD = 5 FT. (*)
- MAILBOX NOTES:
ALL MAILBOXES SHALL MEET USPS
STANDARDS. CONTRACTOR SHALL
COORDINATE WITH CITY OF CEDAR
FALLS PRIOR TO INSTALLATION.

* LOTS MAY BE SPLIT OR DIVIDED TO PROVIDE FOR MORE LOT AREA BY BEING ADDED TO AN ADJOINING LOT. SIDE YARD SETBACKS SHALL BE BASED ON OWNERSHIP/PROPERTY LINES RATHER THAN PLATTED LOT LINES.

LAND DESCRIPTION:

PART OF PARCEL "D" OF PLAT OF SURVEY FILED AS DOCUMENT NO. 2016-00015368 ON MARCH 10, 2016, IN THE OFFICE OF BLACK HAWK COUNTY RECORDER AND BEING PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (SE 1/4 NE 1/4) OF SECTION 16, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 12 IN WILD HORSE RIDGE THIRD ADDITION (DOC. #2018-00007259); THENCE SOUTH 00°11'35" EAST ALONG THE WEST LINE OF LOT 12 IN SAID WILD HORSE RIDGE THIRD ADDITION, 170.00 FEET TO THE SOUTHWEST CORNER OF LOT 12; THENCE SOUTH 01°23'47" EAST ALONG THE WESTERLY LINE OF SAID WILD HORSE RIDGE THIRD ADDITION, 60.01 FEET TO THE NORTHWEST CORNER OF LOT 13 IN SAID WILD HORSE RIDGE THIRD ADDITION; THENCE SOUTH 00°11'35" EAST ALONG THE WEST LINE OF LOT 13 IN SAID WILD HORSE RIDGE THIRD ADDITION, 170.00 FEET TO THE NORTHWEST CORNER OF LOT 14 IN SAID WILD HORSE RIDGE THIRD ADDITION; THENCE SOUTH 89°48'25" WEST ALONG THE NORTH LINE OF SAID WILD HORSE RIDGE THIRD ADDITION, 328.37 FEET; THENCE SOUTH 84°35'48" WEST ALONG THE NORTH LINE OF LOT 19 IN SAID WILD HORSE RIDGE THIRD ADDITION, 96.73 FEET; THENCE SOUTH 42°53'09" WEST ALONG THE NORTHWEST LINE OF LOT 19 IN SAID WILD HORSE RIDGE THIRD ADDITION AND THE EXTENSION THEREOF, 99.58 FEET; THENCE NORTH 43°26'11" WEST ALONG THE NORTHEASTERLY LINE OF LOT 18 IN WILD HORSE RIDGE 1ST ADDITION (DOC. #2008-21274), 178.34 FEET TO THE NORTHERN MOST CORNER OF LOT 18 IN SAID WILD HORSE RIDGE 1ST ADDITION; THENCE NORTH 16°07'41" WEST ALONG THE NORTHEAST LINE OF SAID WILD HORSE RIDGE 1ST ADDITION, 65.99 FEET TO THE EASTERN MOST CORNER OF LOT 17 IN SAID WILD HORSE RIDGE 1ST ADDITION; THENCE NORTH 39°12'01" WEST ALONG THE NORTHEAST LINE OF SAID LOT 17, 206.58 FEET TO THE NORTHERN MOST CORNER OF SAID LOT 17; THENCE NORTHEASTERLY ALONG THE EXTENSION OF THE SOUTH LINE OF WILD HORSE RIDGE 2ND ADDITION (DOC. #2013-5774), AN ARC LENGTH OF 382.34 FEET ALONG A 550.00 FOOT RADIUS BEND CONCAVE SOUTHEASTERLY AND HAVING A LONG CHORD OF NORTH 69°53'32" EAST, 374.68 FEET TO AND ALONG THE SOUTH LINE OF SAID WILD HORSE RIDGE 2ND ADDITION; THENCE NORTH 89°48'25" EAST ALONG THE SOUTH LINE OF SAID WILD HORSE RIDGE 2ND ADDITION, 409.50 FEET TO THE POINT OF BEGINNING.

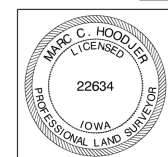
THIS PARCEL CONTAINS 6.19 ACRES.

BEARINGS ARE BASED ON THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE FIFTH PRINCIPAL MERIDIAN BEARING NORTH 00°50'58" WEST.

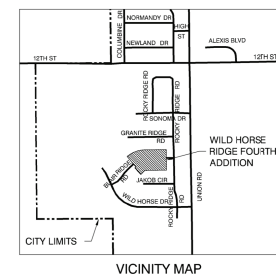
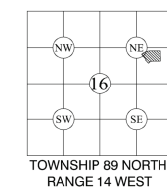
THIS PLAT OR SUBDIVISION
HAS BEEN REVIEWED BY THE
CITY OF CEDAR FALLS, IOWA

DATE

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 Professional Land Surveyor under the laws of the State of Iowa.



Marc C. Hoodler, PLS
Iowa License Number 22634
My License Renewal Date is December 31, 2020
Pages or sheets covered by this seal: THIS SHEET ONLY



SE CORNER WILD HORSE RIDGE
THIRD ADDITION

E 1/4 CORNER SECTION 16 T89N R14W
FOUND REBAR IN MONUMENT BOX

CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	96.98	550	10°06'09"	N55°01'43"E	96.85
C2	97.88	550	10°11'46"	N65°10'40"E	97.75
C3	97.22	550	10°07'41"	N75°20'24"E	97.10
C4	90.26	550	09°24'11"	N85°06'20"E	90.16
C5	69.77	530	07°32'34"	S54°34'16"W	69.72
C6	70.61	530	07°37'59"	S82°09'33"W	70.56
C7	70.61	530	07°37'59"	S69°47'32"W	70.56
C8	70.61	530	07°37'59"	S77°25'31"W	70.56
C9	69.39	530	07°30'04"	S84°59'33"W	69.34
C10	9.84	530	01°03'50"	S89°16'30"W	9.84
C11	116.24	470	14°10'12"	S54°43'50"W	115.94
C12	107.32	470	13°04'59"	S68°21'25"W	107.09
C13	109.71	470	13°22'28"	S81°29'55"W	109.46
C14	12.58	470	01°32'02"	S89°02'24"W	12.58
C15	345.85	470	42°09'41"	S68°43'35"W	338.10
C16	353.25	500	40°28'47"	S69°34'02"W	345.95
C17	360.83	530	39°00'26"	S70°18'12"W	353.90
C18	382.34	550	39°49'46"	N69°53'32"E	374.68

LEGEND

- ▲ FOUND SECTION CORNER
- FOUND 1/2" REBAR W/ ORANGE CAP #9671 UNLESS OTHERWISE NOTED
- SET 1/2" REBAR W/YELLOW PLASTIC CAP NO. 22634
- N 0°26'31" E 657.34' MEASURED BEARING & DISTANCE
- (N0°26'31" W 657.29') MEASURED AND RECORDED BEARING & DISTANCE FROM WILD HORSE RIDGE FIRST ADDITION (DOC# 2008-21274)
- [N89°09'02" W 250.00'] MEASURED AND RECORDED BEARING & DISTANCE FROM WILD HORSE RIDGE SECOND ADDITION (DOC# 2013-5774)
- {N89°48'25" E 328.37'} MEASURED AND RECORDED BEARING & DISTANCE FROM WILD HORSE RIDGE THIRD ADDITION (DOC# 2018-00007259)

SOUTH LINE OF NE 1/4 SEC 16 T89N R14W
(S 89°48'25" W 2358.44')

E 1/4 CORNER SECTION 16 T89N R14W
FOUND REBAR IN MONUMENT BOX

N 1/4 CORNER SECTION 16 T89N
R14W FOUND 1/2" Ø REBAR

NE CORNER SECTION 16 T89N
R14W FOUND RAIL ROAD SPIKE



NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE

CGA Clapsaddle-Garber Associates, Inc.
5106 Nordic Drive
Cedar Falls, Iowa 50613
Ph 319-266-0258
www.cgaconsultants.com

DESIGNED: DATE:
DRAWN: NCB/SJC DATE: 09-27-2019
CHECKED: MCH DATE:
APPROVED: MCH DATE:

WILD HORSE RIDGE FOURTH ADDITION
CEDAR FALLS, IOWA

FINAL PLAT

PROJECT NO.
993-16
SHEET NO.
1 OF 1

Prepared by: Richard R. Morris, 620 Lafayette Street, Ste. 300, PO Box 178, Waterloo, IA 50704 (319) 234-1766

DEED OF DEDICATION
OF
WILD HORSE RIDGE FOURTH ADDITION,
IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA

KNOW ALL MEN BY THESE PRESENTS:

That Midwest Development Co., an Iowa corporation, with its principal office in Cedar Rapids, Iowa, being desirous of setting out and platting into lots and streets the land described in the attached Certificate of Survey by Mark Hoodjer, a licensed land surveyor, dated the 14th day of October, 2019, do by these presents designate and set apart the aforesaid premises as a subdivision of the City of Cedar Falls, Iowa, the same to be known as:

WILD HORSE RIDGE FOURTH ADDITION,
IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA,

all of which is with the free consent and the desire of the undersigned and the undersigned do hereby designate and set apart for public use the streets and avenues as shown upon the attached plat.

EASEMENTS

The undersigned do hereby grant and convey to the City of Cedar Falls, its successors and assigns, and to any private corporation, firm or person furnishing utilities for the transmission and/or distribution of water, sanitary sewer, storm sewer, drain tile, surface drainage, gas, electricity, communication service or cable television, perpetual easements for the erection, laying, building, and maintenance of said services over, across, on and/or under the property as shown on the attached plat. No building structures, landscaping structures, private gardens or any other possible obstruction can be placed in the easements.

RESTRICTIONS

Be it also known that the undersigned do hereby covenant and agree for themselves and their successors and assigns that each and all of the residential lots in said subdivision be and the same are hereby made subject to the following restrictions upon their use and occupancy as fully and effectively to all intents and purposes as if the same were contained and set forth in each deed of conveyance or

mortgage that the undersigned or their successors in interest may hereinafter make for any of said lots and that such restrictions shall run with the land and with each individual lot thereof for the length of time and in all particulars hereinafter stated, to-wit:

1. Any dwelling that shall be erected on any lot shall have a minimum setback from the front of the lot line of 25 feet as indicated on the plat. No building shall be erected nearer to an interior sideline than 5 feet of the owner's lot width, provided however, that corner lots within the addition require a 25 foot setback from each street bordering said lot.

2. Although lots in said Addition may be split or divided in any fashion to provide for more lot area when added to an adjoining lot, no dwelling shall be built or maintained on any partial lot unless said partial lot is combined with an adjoining lot or partial lot so that the resulting lot has no less frontage than the smallest lot as indicated on the plat. The side yard setbacks set forth in paragraph 1. above shall be based on ownership property lines rather than platted lot lines.

3. No buildings or structure not attached to the original structure shall be constructed upon any lot or combination of lots in this subdivision, with the exception of a gazebo which has been approved in accordance with Paragraph 21 hereof. Sheds may be permitted but only if size, design, and materials are approved in writing by the developer. After completion of all houses in the plat, approval for a shed not previously approved by the developer shall be approved by the Association.

4. No trailer, basement, tent, shack, garage or barn erected in said Addition shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted on any lot in said Addition.

5. Only single family dwellings shall be constructed on all lots in this subdivision.

6. No single family dwelling shall be constructed, permitted or occupied on any lot herein having square footage floor space, designed, intended and constructed for living quarters, which space shall not include cellars, attics, garages, breezeways, porches, stoops, and other such non-living areas, of less than the following requirements:

A. 1,400 square feet for single story or split-level houses with a minimum of 700 square feet on the first floor level for any house of more than one story and total minimum square footage must be at least 1,400 square feet.

7. Each single family residence shall have a minimum of a two-car attached garage with a minimum of 420 square feet.

8. The owner of each lot, vacant or improved, shall keep his lot or lots free of weeds and debris. Further, the owner and/or occupant of each lot shall jointly and severally be responsible to keep in good order or to maintain the area between the curblin and the property line abutting his property including keeping said area free of holes, pitfalls, stumps of trees, fences, brick, stone, cement or other monument-type mail boxes, stakes, post or rods to which a metal, plastic or similar receptacle designed to hold newspapers are affixed, private irrigation or sprinkler systems, retaining walls, landscaping brick, block, stone, timber or other similar material, or any other similar obstructions. No individual mailboxes are allowed in this subdivision; a cluster-style mailbox system, approved by the United States Postal

Service, shall be installed by the Developer after review and approval as to location by the City of Cedar Falls.

9. No obnoxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

10. All approaches and driveways in said Addition shall be paved with concrete.

11. No dwelling on any lot in said Addition shall be occupied until the exterior is completed and finished and the interior substantially completed and finished.

12. No old or used buildings shall be moved upon any of the lots in said Addition for any purpose.

13. All electrical distribution lines and service entrances, all telephone lines and services therefor, all cable TV/fiber optic cable and service therefor, and all other utilities of whatever kind or nature shall be installed underground on all lots in said Addition.

14. No dog compound, enclosure, shelter, storage outbuilding, playhouse, or wood pile for firewood shall be constructed, used or maintained within ten feet of any lot line nor shall they exceed eight feet in height on any of said lots. All outbuilding exteriors shall be approved by the developer in writing prior to start of construction.

15. A perpetual easement is reserved along the lot lines of said lots as shown by the recorded plat for storm sewer, sanitary sewer, storm water drainage and utility installation and maintenance. There shall be no fences, buildings, large plantings or other obstructions upon or under the property covered by these easements, so that access is available for any equipment and/or persons necessary for the construction, reconstruction or maintenance of said utilities and/or drainage ways. A drainage and stormwater easement is shared with the lots of Wild Horse Ridge Fourth Ridge Addition to the City of Cedar Falls, Black Hawk County, Iowa with the area north of Lots 15, 16, 17 and 18 and to the north and west of Lots 19 and 20 of Wild Horse Ridge Third Addition in the City of Cedar Falls, Black Hawk County, Iowa.

16. No radio station or short-wave operators of any kind shall operate from any lot which shall cause interference with audio or visual reception upon any other lot. Antennas are permitted if attached to the structure and do not extend more than eight feet above the peak of the home. All other antennas, satellite TV dishes in excess of 24 inches in diameter, poles for radios, and windmills are prohibited.

17. No motor home or recreational vehicle, trailer of any kind, whether camping, boat, house, utility or otherwise, shall be parked or kept for more than a 48 hour period on any street, driveway or on the lot in said Addition. Any such vehicle must be stored inside the garage.

18. No bus, semi-tractor, trailer or truck of any kind, except what is commonly described as a "pickup truck", shall be kept or parked on any lot or street in said Addition; provided, however, that this prohibition shall not apply to such vehicles driven in said Addition in pursuit of and in conducting their usual business.

19. No shrubs or trees shall be planted so as to infringe upon adjoining property lines based on maximum expected growth and shall be maintained so as not to infringe.

20. Each person or entity who is a record owner of a fee or undivided fee interest in any lot shall be a member of the Homeowners Association to be known as Wild Horse Ridge Homeowners Association. This shall not be construed to include persons or entities who hold an interest merely as security for the performance of an obligation. There shall be one vote per lot and each lot owner shall be a member of the Homeowners Association. Membership shall be appurtenant to and may not be separated from ownership of any lot; ownership of such lot shall be the sole qualification of membership.

The purpose of Wild Horse Ridge Homeowners Association shall be to maintain the common areas and green spaces of the entire development, including but not limited to the entrance parcel and signage to be developed, including the signage easement that is the east 40 feet of Lot 8 in Wild Horse Ridge Third Addition to the City of Cedar Falls, Black Hawk County, Iowa, as well as the pond which is owned by the Wild Horse Ridge Homeowners Association, and such other activities as set forth in the Articles of Incorporation and Bylaws of the Association. Such ownership and maintenance shall include, but not be limited to, mowing, watering, including upkeep of any underground sprinkler system, maintenance of the pond, and snow removal of common areas. Initially, the developer, Midwest Development Co. shall perform the actual construction duties to establish the common areas, green spaces, entrance and surrounding access area.

The annual dues for the Association shall initially be set at \$100.00 per lot per year beginning January 1, 2020. Dues shall be paid by each member of the Association by July 31 of each year. The Association shall have the ability and authority to adjust annual dues as it deems appropriate to carry out the maintenance duties described above. The developer, Midwest Development Co., shall have no responsibility for annual association dues.

21. No building or structure shall be erected or placed on any lot in this subdivision until two sets of building plans, site plans and specifications for the proposed structures shall be submitted to Midwest Development Co. or its designee for approval. Approved plans, site plans and building specifications will be signed and one set of each returned to the Lot Owner. In addition to plans and specifications for the structure, the site plan application shall show the location and type of fences, parking areas, tree plantings, landscaping and other relevant matters, including the location on the lot of all proposed improvements, including whether or not there is a proposed swimming pool which must be an in ground pool only, the materials to be used and the exterior color scheme proposed. No building shall have less than a 6 and 12 pitch roof unless otherwise specifically approved in writing by Midwest Development Co. or its designee. Roofing materials shall be asphalt shingles (25 year minimum rating), wood shakes, wood shingles, slate or tile unless other materials are specifically approved by Midwest Development Co. or its designee. The application shall also set forth a time schedule for construction of improvements and in no event shall an application be approved when the proposed construction will take longer than twelve (12) months. Midwest Development Co. or its designee shall approve or disapprove the application in writing within a period of ten (10) days after receipt of all the documents and in the event of disapproval shall specify the reasons to enable the applicant to correct the application in order to obtain approval. Midwest Development Co. reserves the absolute right and sole discretion, to reject any of the plans, specifications and other aspects of the proposed improvement which in Midwest Development Co.'s opinion is not suitable or desirable for the subdivision. It is the intention of this restriction to permit improvement that will enhance the aesthetics of the subdivision and maintain or improve property values.

22. All of the provisions hereof shall be enforceable by appropriate legal proceedings by any present or future owner of the legal or equitable title to any lot in said subdivision. Invalidation of any one or more of the within restrictions by judgment or decree of court shall not be regarded as affecting the validity of any of the other provisions hereof, nor shall any judicial determination with respect to any of the restrictive provisions hereof be regarded as affecting the validity or sufficiency of this instrument as a deed of dedication of said plat, all of which such other provisions shall remain in full force and effect.

23. The undersigned and all persons and corporations hereafter requiring any right, title or interest in any of the lots in said subdivision shall be taken and held to have agreed and covenanted with the owners of all other lots in this subdivision and with the respective successors and assigns of all of the rest of such other lots to conform to and observe all of the foregoing covenants, restrictions and stipulations as to the construction of building thereon for a period of twenty-one (21) years from the date of filing of said plat and this deed of dedication for record. Within the period of twenty-one (21) years and in accordance with Iowa Code Chapter 614.24 and 614.25 (2019 Code of Iowa) or their successor provisions, these covenants, restrictions and stipulations shall be automatically extended for an additional period of twenty-one (21) years upon compliance with Chapter 614.24 and Chapter 614.25 of the 2019 Code of Iowa. In the event an extension of the covenants, restrictions and stipulations is not filed within the period of twenty-one (21) years or successive 21-year period, then the covenants, restrictions and stipulations contained herein shall terminate at the end of the existing period of twenty-one (21) years.

24. If the parties hereto or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any other person or persons owning property in said Addition to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and for the purpose of preventing such acts or to recover damages for such violation, or both, and for costs and reasonable attorney's fees as determined by the Court and not the statute.

25. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that two dogs or cats maximum, or other household pets are allowed and then only if they are not kept, bred or maintained for any commercial purposes. Such animals shall be kept under control so as not to constitute a public nuisance and must be kept in compliance with applicable zoning laws and regulations of the City of Cedar Falls, Black Hawk County, Iowa.

26. Upon the sale of a lot, owner shall take responsibility for any erosion control issues, certifications and/or requirements of the Iowa Department of Natural Resources.

27. All buildings erected on any lot in said Addition shall be constructed in accordance with the Building, Plumbing and Electrical Codes of the City of Cedar Falls, Iowa.

PUBLIC IMPROVEMENTS REQUIRED
IN WILD HORSE RIDGE FOURTH ADDITION

The undersigned do hereby dedicate and set apart to the public and for the public's use all streets shown and laid out on the attached plat, subject to the easements set forth herein, and do further agree as follows:

- A. That the streets shown on the attached plat, Blair Ridge Road (Tract "A") will be twenty-seven (27) feet and will be brought to City grade, back of curb to back of curb; said street with approved hard surface pavement in accordance with City of Cedar Falls, Standard Specifications.
- B. That sanitary sewer, together with the necessary manholes and sewer service lines to all lots in the plat, will be provided.
- C. That underground utilities, as required by the Subdivision Ordinance of the City of Cedar Falls, Iowa, shall be installed.
- D. That the city water will be provided to all lots as required by the Cedar Falls Municipal utilities.
- E. That municipal fire hydrants will be provided as required by the Cedar Falls Public Safety Department.
- F. That storm sewer will be provided as specified by the City Engineer.
- G. That handicap ramps will be provided as required by law.
- H. That a four (4) foot wide concrete sidewalk four (4) inches thick and a concrete surface or hard surface entrance will be installed during or immediately after the construction of the residence on any particular lot, or within five (5) years after the date the plat is filed in the office of the Recorder of Black Hawk County, whichever is sooner and that the sidewalk be across the full length of the lot and on corner lots also, across the parking and full length of the lot. In the event that the City is required to construct the sidewalk as permitted by subparagraph J, a lien or liens may only be imposed against the lot or lots which require city construction and no others in the subdivision.
- I. That the work improvements called for herein shall be in accordance with the specifications of the City of Cedar Falls, Iowa, and performed under the supervision of the City Engineer. In the event that the developer, Midwest Development Co., its grantees and assigns fail to complete said work and improvements called for herein within one (1) year from the date of the acceptance of said final plat by the City of Cedar Falls, Iowa, the City may then make the improvements and assess the costs of the same to the respective lots. The undersigned, for themselves, their successors, grantees and assigns, waive all statutory requirements of notice of time and place of hearing and agree that the City may install said improvements and assess the total costs thereof against the respective lots.
- J. That the City may perform said work, levy the cost thereof as assessments, and the undersigned agree that said assessments so levied shall be a lien on the respective lots with the same force and effect as though all legal provisions pertaining to the levy of such special assessments have been observed, and

further authorize the City Clerk to certify such assessments to the County Auditor as assessments to be paid in installments as provided by law.

- K. The Developer shall construct and install all required public improvements within the subdivision plat, to conform with approved construction plans which meet the specifications of the City of Cedar Falls, Iowa. Such required public improvements shall meet the following requirements:
- (a) Shall be constructed and installed in a good and workmanlike manner;
 - (b) Shall be free of defects in workmanship or materials;
 - (c) Shall be free of any conditions that could result in structural or other failure of said improvements;
 - (d) Shall be constructed and installed in accordance with the design standards and technical standards established for such public improvements by the City and by Cedar Falls Utilities;
 - (e) Shall be constructed and installed in strict compliance with the minimum acceptable specifications for the construction of public improvements set forth in the Cedar Falls Code of Ordinances, including without limitation, Chapter 24, Subdivisions, and as such specifications shall be recommended for approval by the City Engineer from time to time, and approved by the city council.

The Developer's construction plans are now on file in the Office of the City Engineer.

28. The developer, Midwest Development Co., states:
- A. That this plat and development shall comply with the R-P Residential Zoning District Classification Regulations.

29. Notwithstanding anything contained in the Deed of Dedication to the contrary, any assessment made under the Deed of Dedication shall not be a lien against any property described herein unless and until the City of Cedar Falls records with the Black Hawk County Recorder a "Notice of Assessment Lien" which notice shall describe the property against which the lien attaches in the amount of said lien.

30. All subsequent owners of lots in the subdivision shall be obligated to meet any requirements imposed by the Commissioners of the Black Hawk County Conservation District or any other governmental agency, by the authority of Chapter 161A, Code of Iowa, pertaining to soil erosion control plans for certain land distributing activities. This covenant shall be perpetual and not be governed by the provisions of Paragraph 23 of this Deed of Dedication.

SIGNED and DATED this 27 day of September, 2019.

MIDWEST DEVELOPMENT CO.

By [Signature]
Kevin Fittro, Vice President

STATE OF IOWA, BLACK HAWK COUNTY ss

This instrument was acknowledged before me on September 27, 2019, by Kevin Fittro as Vice President of Midwest Development Co.



[Signature]
Notary Public in and for the State of Iowa



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 James P. Brown and City Council
FROM: Shane Graham, Economic Development Coordinator
 Matt Tolan, Civil Engineer II
DATE: October 15, 2019
SUBJECT: The Pointe at Henry Farms, Preliminary & Final Plats

REQUEST: Request to approve the preliminary and final plat of The Pointe at Henry Farms

PETITIONER: VEREIT Real Estate, LP (Owner); VJ Engineering (Surveyor)

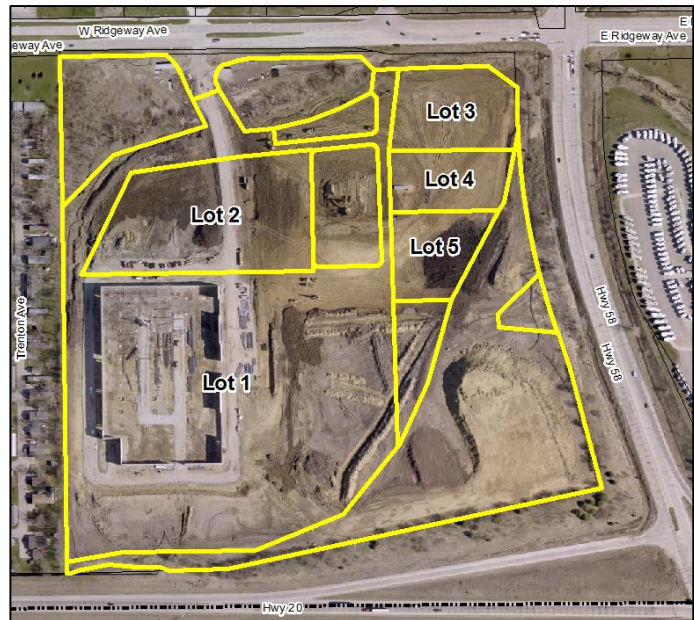
LOCATION: Southwest Corner of Highway 58 and W. Ridgeway Avenue

PROPOSAL:

The petitioner is requesting approval of a preliminary and final plat in order to subdivide the 50-acre parcel of land located at the southwest corner of Highway 58 and W. Ridgeway Avenue into five (5) developable lots, for the purpose of creating a new commercial development on the property. The plat would also create several tracts for storm water detention, wetland protection, and for future right-of-way.

BACKGROUND:

VEREIT Real Estate, LP purchased the 50-acre farm ground property in December 2018. Prior to the purchase of the property, the previous owners requested to have the property rezoned from A-1 Agricultural District to HWY-1 Highway Commercial District, in order to allow for commercial development on this property. The Planning & Zoning Commission recommended approval of the rezoning on July 25,



2018, and City Council approved the rezoning on November 5, 2018. Along with the rezoning of the property, a site plan was also submitted showing the proposed development on Lots 1 and 3 of the property. The site plan showed a new Fleet Farm retail store on Lot 1, and a Fleet Farm Convenience Store/Gas Station on Lot 3. Lot 2 was shown as being developed with a future 55,000 square foot multi-tenant retail store and Lots 4 and 5 were shown for future commercial development. The site plan for the property was recommended for approval by the Planning & Zoning Commission on October 24, 2018, and City Council approved the site plan on November 5, 2018.

At the time that the rezoning was approved, a Conditional Zoning Agreement was also entered into in order to address certain development aspects of the property that were above and beyond the normal requirements of the zoning ordinance. These conditions included the dedication of any right-of-way to the City for any road purposes, designating Tract "E" on the plat as open space for future highway right-of-way, providing an access easement to the property to the west if it redevelops in the future, installing sidewalk along the street frontage of W. Ridgeway Avenue, and installing sidewalks throughout the interior of the property to provide a continuous network between all commercial buildings on the property.

STAFF ANALYSIS

The applicant, VEREIT Real Estate, LP, which owns the 50.16 acre parcel, is proposing to subdivide five (5) lots ranging in size from 25.546 acres for the Fleet Farm retail store site, 2.074 acres for the Fleet Farm Gas Station site, 4.765 acres for the multi-tenant retail store site, and 1.504 and 1.531 acres for the two future commercial development sites. At this time the owner would maintain ownership of all of the lots, but would lease Lot 1 and 3 to Fleet Farm for their retail store and convenience store/gas station.

As indicated in the Background section, the property is zoned HWY-1 Highway Commercial District. The purpose of this zoning district is to promote and facilitate comprehensively planned commercial developments which are harmoniously located adjacent to major transportation corridors and interchanges. It is further the purpose of these regulations to encourage high standards of building architecture and site planning, which will foster commercial development that maximizes pedestrian convenience, comfort and pleasure.

The proposed preliminary and final plat of The Pointe at Henry Farms will split off 50.16 acres into five (5) developable parcels, along with a number of Tracts, which will not be developable. Tracts B, C and D will be utilized for storm water detention basins, while Tracts A, F and G will be utilized for wetland protection and surface drainage of storm water. The remaining tract, Tract E, is for future right-of-way purposes. As indicated earlier, a HWY-1 District site plan has been approved for Lots 1 and 3. Any development on Lots 2, 4 and 5 will require similar site plan approval by City Council at the time they are ready to be developed.

The plat shows two access points to W. Ridgeway Avenue, and they are both coming from Lot 1. Therefore, an access easement is being shown along the main drive lanes

on the property, in order for the remaining lots who do not have street access to gain access to W. Ridgeway Avenue.

For subdivisions, a deed of dedication is normally submitted which includes language that outlines any easements or restrictions for the property, as well as what public improvements will be made as part of the plat. Public improvements typically include the construction of streets, sanitary sewer mains, water mains, storm sewer mains, etc. In the case of this plat, no public improvements are being proposed, as there are no public roads being constructed, and the utilities such as sanitary sewer, water, storm sewer, etc. will be extended from the public street to this property and will be privately owned. In lieu of a deed of dedication, the owner has submitted a Declaration of Reciprocal Easement Agreement (REA) with the plats. This document outlines easements and restrictions for each of the lots within the development, and includes items such as ingress and egress easements, utility easements, storm water drainage easements, maintenance of the lots and buildings, and common area maintenance. This document would pertain to any current or future owner of any of the lots within the plat.

Typically a preliminary plat would be submitted and approved first prior to the final plat being submitted. This allows for the installation of any required public infrastructure, such as streets, sewers and other public utilities. However, this subdivision does not include the construction of any new public infrastructure, so the applicant has requested that both plats be reviewed at the same time.

TECHNICAL COMMENTS

After a review of the preliminary and final plats by the City Surveyor, comments were sent to the applicant's surveyor. An updated preliminary and final plat was submitted by the applicant's surveyor, and has been reviewed and approved by the City Surveyor.

Water, electric, gas, and communications utility services are available to the site in accordance with the service policies of Cedar Falls Utilities. Water construction plans, prepared by the developer's engineer have been approved and the construction permit has been issued by the Iowa Department of Natural Resources. The developer will install, own, and maintain the water mains and service lines. Electric lines serving transformer locations and communication high-speed fiber optic lines serving pedestals will be installed and owned by CFU. Electric lines and communication service lines from the buildings to the transformers and pedestals will be installed and owned by the Developer. Gas mains and services will be installed and owned by CFU.

A final storm water management report has been submitted and reviewed for the property. A total of three (3) storm water detention basins will be located on the property to collect the storm water runoff from the site. Tract "C" as shown on the plat is located within the main parking lot area, east of Lot 2. This basin will collect water from a majority of the development site. The water from this basin will be released at a controlled rate via a pipe into the detention basin located within Tract "B". Tract "B" as shown on the plat is located just west of Lot 3 and north of the main parking lot. This basin will collect water from the convenience store located on Lot 3, and also the water from basin within Tract "C". The water will then be released at a controlled rate into

Tract "A", which is the drainage way and wetland area located along the north side of the property along W Ridgeway Avenue. Tract "D" as shown on the plat will collect water from the remaining southern half of the development. The water will then be released at a controlled rate into the drainage ditch to the east along Highway 58.

Since the storm water detention basins will be located on private property, an easement for the City to access these basins will be required, in the event that the City needs to access the basins for maintenance, etc. An easement document has been drafted by the City Engineering Department, and has been reviewed and approved by the owner. This easement document will require a separate review and approval by City Council, in addition to the Storm Water Maintenance and Repair Agreement.

STAFF RECOMMENDATION:

The Planning & Zoning Commission and Community Development Department recommends approval of the preliminary and final plat of The Pointe at Henry Farms.

PLANNING & ZONING COMMISSION

Discussion/

Vote

9/11/2019

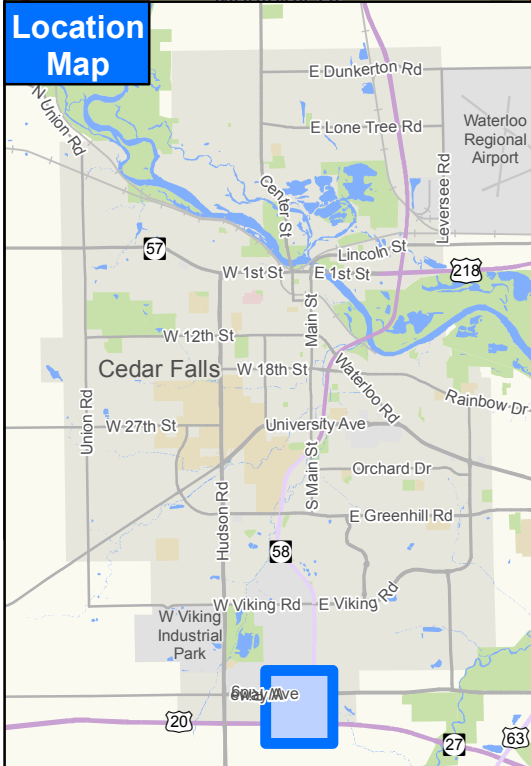
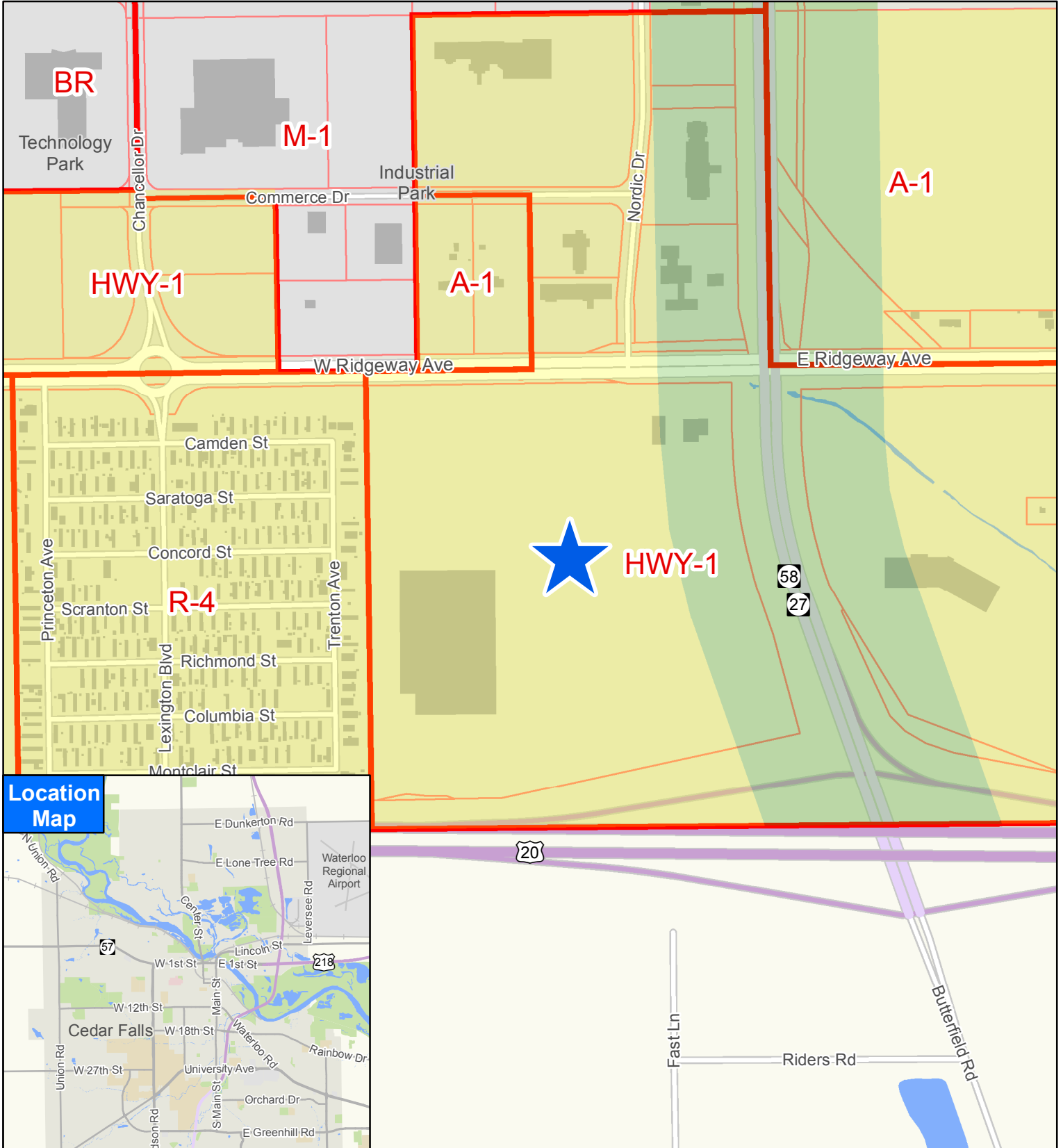
Mr. Graham provided background information. He explained that it is a 50 acre development at the southwest corner of West Ridgeway Avenue and Highway 58. The property was rezoned from A-1, Agriculture to HWY-1 in 2018 and a new Fleet Farm store and convenience store were approved. The current plat will split the lots for current and future projects. He displayed a rendering of the preliminary plat showing existing and proposed contours, utilities, easements, lot lines, zoning and right-of-way previously dedicated to the City for West Ridgeway Avenue Reconstruction. He also discussed the final plat and explained the cross-access easements. Mr. Graham displayed the lots and tracts that are included and discussed their intended uses. He discussed the conditions that were in place with regard to the Zoning Agreement and the updates that have taken place and noted that all conditions have been satisfied. Staff recommends approval of the plats subject to conformance with all City staff recommendations and comments from the Planning and Zoning Commission.

Mr. Holst stated that he feels it is in order and consistent with the rezoning.

Mr. Leeper made a motion to approve the item. Mr. Hartley seconded the motion. The motion was approved unanimously with 7 ayes (Hartley, Holst, Larson, Leeper, Prideaux, Saul and Wingert), and 0 nays.

Cedar Falls City Council
October 21, 2019

ITEM 21.



Preliminary and Final Plat of
The Pointe at Henry Farms

156

Preliminary Plat
The Pointe at Henry Farms
 Cedar Falls, Black Hawk County, Iowa

Part of the East 1/2, NW Fr. 1/4 &
 Part of the West 1/2, NE Fr. 1/4
 Section 2-T88N-R14W
 Cedar Falls, Black Hawk County, Iowa

Legal Description:
 All that part of the East 1/2 of the Northwest Fractional Quarter of Section 2, Township 88 North, Range 14 West of the 5th P.M., Black Hawk County, Iowa, lying Northerly of Highway No. 20 described in 539 LD 76 and 571 LD 973, except those parts conveyed for public highway in 113 LD 199 and 539 LD 85, and also except that part thereof conveyed to the City of Cedar Falls, Iowa, in Doc. No. 2011-00009788.

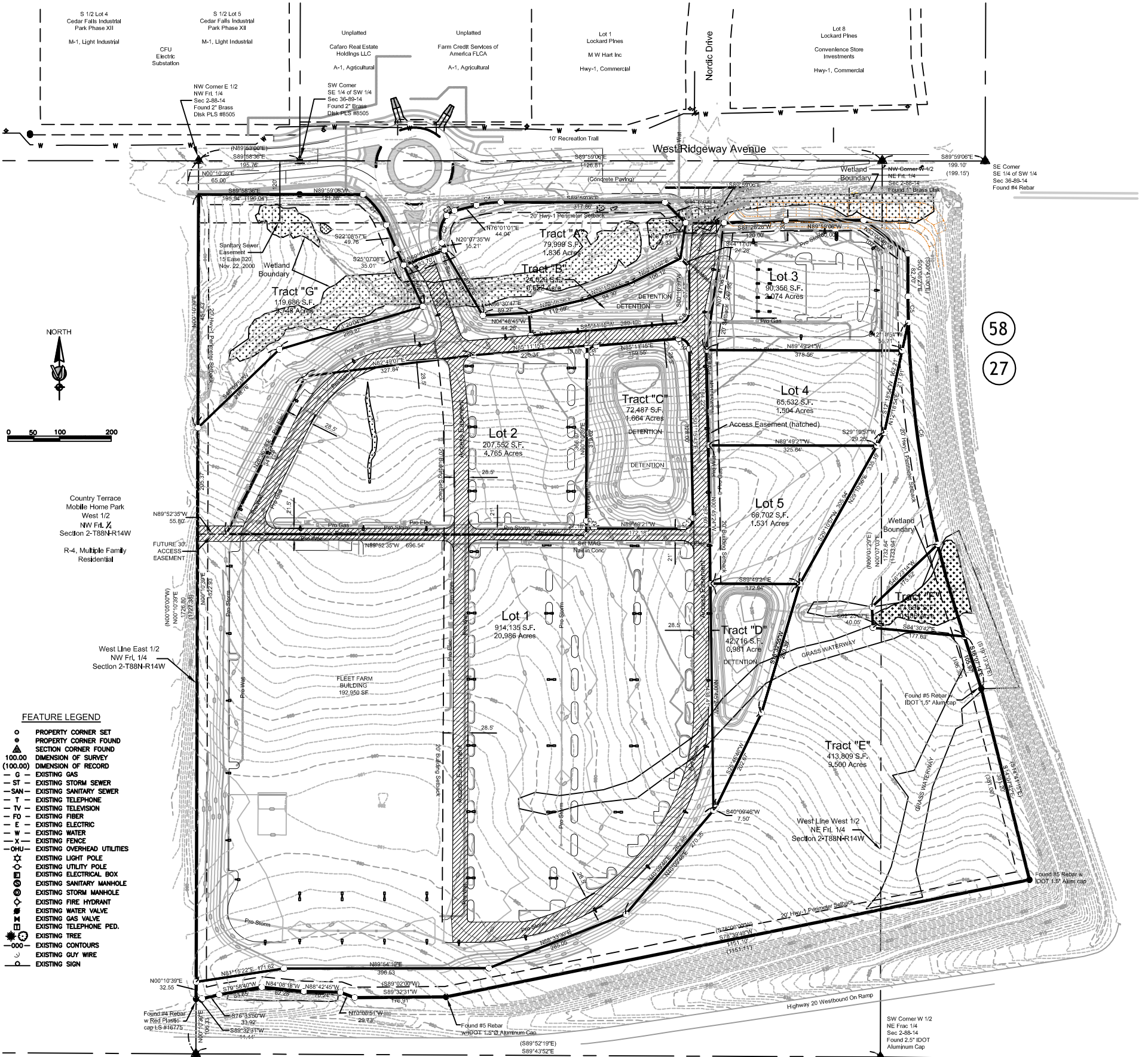
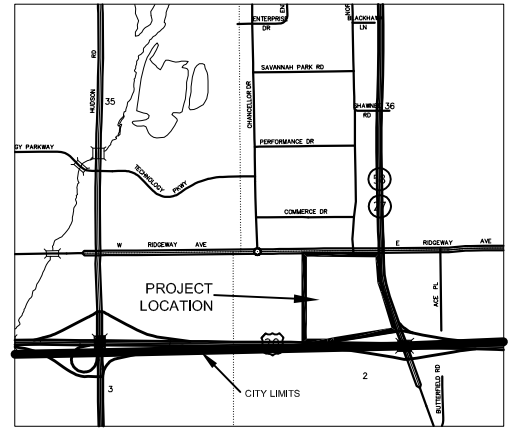
AND
 All that part of the West 1/2 of the Northeast Fractional Quarter of Section 2, Township 88 North, Range 14 West of the 5th P.M., Black Hawk County, Iowa, lying Northerly and Westerly of Highway No. 20 described in 539 LD 76 and lying Westerly and Southerly of the public highway described in 569 LD 205 and 539 LD 85.

Excepting therefrom acquisition Parcel "C" for the West Ridgeway Reconstruction project, Project RC-293-3172, in the Northwest Fractional Quarter and the Northeast Fractional Quarter of Section 2, Township 88 North, Range 14 West, Black Hawk County, Iowa, as described in the Quit Claim Deed filed June 10, 2019 as Doc. #2019 018572, and the Special Warranty Deed filed June 18, 2019 as Doc. #2019 019039 in the records of Black Hawk County, Iowa

Current and Proposed Zoning:
 Hwy-1, Highway Commercial District

Owner:
 VEREIT Real Estate, L.P.,
 c/o VEREIT, Inc.,
 2325 E. Camelback Road, Suite 1100
 Phoenix, AZ 85016

Developer:
 Midland Atlantic Development Co, LLC
 8044 Montgomery Rd, Suite 370
 Cincinnati, OH 45236



58
27

- FEATURE LEGEND**
- PROPERTY CORNER SET
 - △ PROPERTY CORNER FOUND
 - △ SECTION CORNER FOUND
 - 100.00' DIMENSION OF SURVEY
 - (100.00) DIMENSION OF RECORD
 - G - EXISTING GAS
 - ST - EXISTING STORM SEWER
 - SAN - EXISTING SANITARY SEWER
 - T - EXISTING TELEPHONE
 - TV - EXISTING TELEVISION
 - FO - EXISTING FIBER
 - E - EXISTING ELECTRIC
 - W - EXISTING WATER
 - OHU - EXISTING OVERHEAD UTILITIES
 - ☆ EXISTING LIGHT POLE
 - EXISTING UTILITY POLE
 - EXISTING ELECTRICAL BOX
 - EXISTING SANITARY MANHOLE
 - EXISTING STORM MANHOLE
 - EXISTING FIRE HYDRANT
 - EXISTING WATER VALVE
 - EXISTING GAS VALVE
 - EXISTING TELEPHONE PED.
 - EXISTING TREE
 - - - EXISTING CONTOURS
 - - - EXISTING GUY WIRE
 - EXISTING SIGN

- Feature Legend**
- Set 5/8" x 24" Rebar
 - w/ Orange Cap L.S. #22561
 - Property Corner Found
 - △ Set Section Corner
 - △ Section Corner Found
 - 100.00' Dimension of Survey
 - (100.00) Dimension of Record

Sanitary Manhole	Rim	Invert	Ground Not Open
SA-1	909.89	909.15 (E-W)	901.25 (S)
SA-2	913.59	900.15 (E-W)	901.25 (S)
SA-3	917.30	906.03 (E-W)	906.52 (N)
		907.04 (S)	
SA-4	922.15	911.54 (E-W)	912.75 (S)
SA-5	931.20	915.94 (E-W)	920.48 (W)
		920.72 (N)	920.56 (S)
SA-6	934.88	919.98 (E)	925.57 (E-W)
		920.48 (W)	905.89 (W)
SA-7	946.45	936.93 (E)	

CURVE	LENGTH	DELTA	RADIUS	CHORD	DIRECTION
C1	75.27	31°03'49"	138.53	74.35	N57°40'46"W
C2	55.80	59°12'03"	54.00	53.35	S10°13'53"W
C3	18.31	36°10'59"	29.00	18.01	S57°55'24"W
C4	47.41	14°00'07"	194.00	47.29	S83°00'57"W
C5	50.40	1°23'42"	2070.00	50.40	S00°50'17"E
C6	433.70	12°00'16"	2070.00	432.91	S07°32'16"E
C7	185.42	5°07'56"	2070.00	185.35	S16°06'22"E
C8	29.67	85°00'36"	20.00	27.03	N42°40'57"E
C9	28.93	85°00'36"	19.50	26.35	S42°40'57"W
C10	31.84	93°33'02"	19.50	28.42	N48°02'14"W
C11	31.12	91°28'21"	19.50	27.92	N44°27'28"E
C12	22.78	90°00'00"	14.50	20.51	S44°49'21"E

LOT #	NW Fr1/4	NE Fr1/4	TOTAL AREA
LOT 1	20.986 AC	0.000 AC	20.986 AC
LOT 2	4.785 AC	0.000 AC	4.785 AC
LOT 3	1.842 AC	0.232 AC	2.074 AC
LOT 4	1.422 AC	0.082 AC	1.504 AC
LOT 5	1.531 AC	0.000 AC	1.531 AC
TRACT A	1.836 AC	0.000 AC	1.836 AC
TRACT B	0.552 AC	0.000 AC	0.552 AC
TRACT C	1.864 AC	0.000 AC	1.864 AC
TRACT D	0.981 AC	0.000 AC	0.981 AC
TRACT E	6.147 AC	3.383 AC	9.530 AC
TRACT F	0.019 AC	0.387 AC	0.406 AC
TRACT G	2.748 AC	0.000 AC	2.748 AC
TOTAL	44.493 AC	4.054 AC	48.547 AC

- Notes:**
- The South line of East 1/2 of the NW Fr. 1/4 of Section 2-T88N-R14W was assumed to bear N89°43'52"W, utilizing the Iowa Regional Coordinate System, Zone 5.
 - All dimensions are in US Survey feet and decimals thereof.
 - The error of closure is better than 1:10,000.
 - Found property monuments were a #4 Rebar w/ Yellow Plastic Cap L.S. #6505, unless noted otherwise.
 - Proprietor: VEREIT Real Estate, L.P.
 - Survey Requested by: Bob Galtok w/Bayer Becker
 - Field work was completed: 1/19/2018
 - Proposed gas, electric, and communication utilities are shown as provided by CFU. Blanket easements will be 10 feet on both sides of location as installed.
 - Wetlands are shown as delineated in the Wetlands Delineation Report by VJ Engineering, revised December 13, 2018. Nationwide Permit CEM/NR/CD-2-2018-0812 was issued on August 3, 2018 for wetland impacts in connection to the construction of the two drives. Any impacts due to road improvements on Ridgeway Avenue will be addressed separately by the contracting authority.
 - All property corners will be set upon completion of construction, but no later than one year from filing of the plat.

I hereby certify that this wetland survey 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.

Matthew A. Kotla
 License number: 22561
 Date: 10-01-2019
 Pages or sheets covered by this seal: 1

188072 | **1 OF 1** | **scale 1" = 100'** | **drawn by** | **approved by** | **WILL** | **revisions** | **4-22-2019** | **4-08-2019** | **3-20-2019** | **2-20-2019** | **1-10-2019**

Preliminary Plat
The Pointe at Henry Farms
 Part of E 1/2 NW Fr. 1/4 & W 1/2 NE Fr. 1/4 Sec 3
 Cedar Falls, Black Hawk County, Iowa

VJ Engineering
 1501 Technology Parkway
 Cedar Falls, Iowa - 319-266-58157

Final Plat
The Pointe at Henry Farms
 Cedar Falls, Black Hawk County, Iowa

Part of the East 1/2, NW Fr. 1/4 &
 Part of the West 1/2, NE Fr. 1/4
 Section 2-T88N-R14W
 Cedar Falls, Black Hawk County, Iowa

Legal Description:
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AND

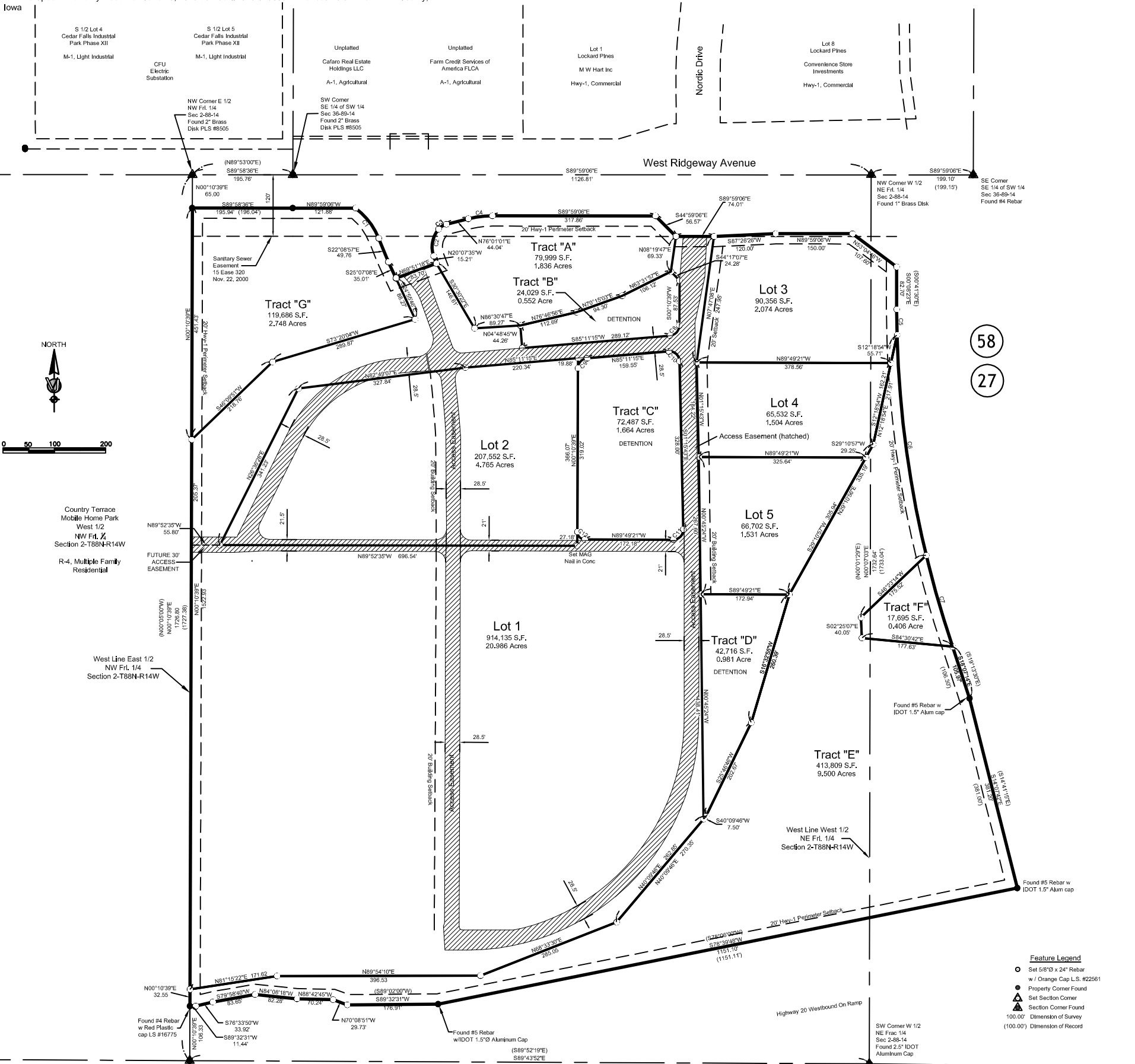
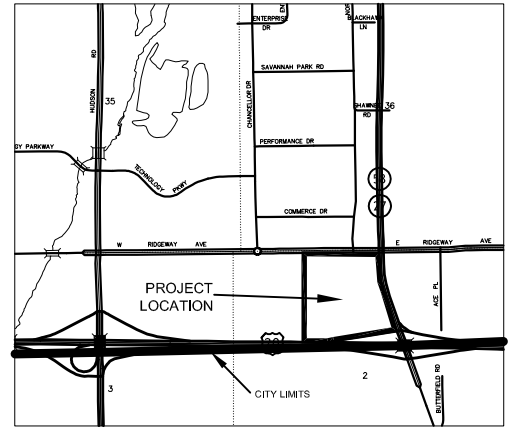
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Current and Proposed Zoning:
 Hwy-1, Highway Commercial District

Owner:
 VEREIT Real Estate, L.P.,
 c/o VEREIT, Inc.
 2325 E. Camelback Road, Suite 1100
 Phoenix, AZ 85016

Developer:
 Midland Atlantic Development Co, LLC
 8044 Montgomery Rd, Suite 370
 Cincinnati, OH 45236



58
 27

- Feature Legend**
- Set 5/8" x 24" Rebar w / Orange Cap L.S. #22561
 - Property Corner Found
 - ▲ Set Section Corner
 - ▲ Section Corner Found
 - 100.00' Dimension of Survey
 - (100.00') Dimension of Record

Notes:

- 1.) The South line of East 1/2 of the NW Fr. 1/4 of Section 2-T88N-R14W was assumed to bear N89°43'52"W, utilizing the Iowa Regional Coordinate System, Zone 5.
- 2.) All dimensions are in US Survey feet and decimals thereof.
- 3.) The error of closure is better than 1:10,000.
- 4.) Found property monuments were a #4 Rebar w Yellow Plastic Cap L.S. #8505, unless noted otherwise.
- 5.) Proprietor: VEREIT Real Estate, L.P.
- 6.) Survey Requested by: Bob Gaslock, w/Bayer Becker
- 7.) Field work was completed: 11/30/2018
- 8.) Proposed gas, electric, and communication utilities are shown as provided by CFU. Blanket easements will be 10 feet on both sides of location as installed.
- 9.) Wetlands are shown as delineated in the Wetlands Delineation Report by VJ Engineering, revised December 13, 2018. Nationwide Permit CEMVR-ODP-20108-0812 was issued on August 3, 2018 for wetland impacts in connection to the construction of the two drives. Any impacts due to road improvements on Ridgeway Avenue will be addressed separately by the contracting authority.
- 10.) All property corners will be set after completion of construction, but no later than one year after the filing of the plat.

CURVE TABLE					
CURVE	LENGTH	DELTA	RADIUS	CHORD	DIRECTION
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C5	50.40	1°23'42"	2070.00	50.40	S00°50'17"E
C6	433.70	12°00'16"	2070.00	432.91	S07°32'16"E
C7	185.42	5°07'56"	2070.00	185.35	S16°06'22"E
C8	29.67	85°00'36"	20.00	27.03	N42°40'57"E
C9	28.93	85°00'36"	19.50	26.35	S42°40'57"W
C10	31.84	93°33'02"	19.50	28.42	N48°02'14"W
C11	31.12	91°28'21"	19.50	27.92	N44°27'28"E
C12	22.78	90°00'00"	14.50	20.51	S44°49'21"E

AREA TABLE			
LOT #	NW Fr 1/4 2-88-14	NE Fr 1/4 2-88-14	TOTAL AREA
LOT 1	20,986 AC	0.000 AC	20,986 AC
LOT 2	4,765 AC	0.000 AC	4,765 AC
LOT 3	1,842 AC	0.232 AC	2,074 AC
LOT 4	1,422 AC	0.082 AC	1,504 AC
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TRACT F	0.019 AC	0.387 AC	0.406 AC
TRACT G	2,748 AC	0.000 AC	2,748 AC
TOTAL	44,493 AC	4,054 AC	48,547 AC

- Notes:**
- 1.) Tract "A" is for wetland protection and surface drainage of storm water.
 - 2.) Tract "B" is for storm water detention and water quality functions.
 - 3.) Tract "C" is for storm water detention and water quality functions.
 - 4.) Tract "D" is for storm water detention and water quality functions.
 - 5.) Tract "E" is for either future development or highway right-of-way.
 - 6.) Tract "F" is for wetland protection and surface drainage of storm water.
 - 7.) Tract "G" is for wetland protection and surface drainage of storm water.

I hereby certify that the above survey was prepared and the plat was filed in accordance with the laws of the State of Iowa.

Matthew A. Kotta
 22561
 Matthew A. Kotta, P.L.S.
 License number 22561
 No Return required until December 31, 2020
 Date: 10-01-2019
 Pages or sheets covered by this seal: 1

188072

Scale: 1" = 100'

Drawn by: [Signature]

Approved by: [Signature]

Revisions:

- 3-20-2019
- 4-08-2019
- 4-22-2019
- 10-01-2019

Final Plat
The Pointe at Henry Farms
 Part of E 1/2 NW Fr. 1/4 & W 1/2 NE Fr. 1/4 Sec 3
 Cedar Falls, Black Hawk County, Iowa

VJ Engineering
 1501 Technology Parkway
 Cedar Falls, Iowa - 319-266-58158

SURVEYOR'S CERTIFICATE
THE POINTE AT HENRY FARMS,
CEDAR FALLS, BLACK HAWK COUNTY, IOWA

I certify that during the month of January, 2018, at the direction of Bob Garlock, a survey was made, under my supervision, of the tract of land to be known as "The Pointe at Henry Farms, Cedar Falls, Black Hawk County, Iowa", as shown on the attached plat, and the boundary of which is more particularly described as follows:

All that part of the East ½ of the Northwest Fractional Quarter of Section 2, Township 88 North, Range 14 West of the 5th P.M., Black Hawk County, Iowa, lying Northerly of Highway No. 20 described in 539 LD 76 and 571 LD 973, except those parts conveyed for public highway in 113 LD 199 and 539 LD 85, and also except that part thereof conveyed to the City of Cedar Falls, Iowa, in Doc. No. 2011-00009788.

AND

All that part of the West ½ of the Northeast Fractional Quarter of Section 2, Township 88 North, Range 14 West of the 5th P.M., Black Hawk County, Iowa, lying Northerly and Westerly of Highway No. 20 described in 539 LD 76 and lying Westerly and Southerly of the public highway described in 569 LD 205 and 539 LD 85.

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I further certify that the Plat as shown is a correct representation of the survey and all corners are marked as indicated.



Matthew A. Kofka

10/1/2019

Date

IA License No. 22561



Subscribed and sworn before me this 1st day of October, 2019



Notary Public, in and for the State of Iowa



**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 James P. Brown and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: October 17th, 2019

SUBJECT: Maintenance and Repair Agreement
Post-Construction Stormwater Management Plan
Mills Fleet Farm & Vereit Real Estate L.P.
400 W. Ridgeway

The Post-Construction Stormwater Control Ordinance requires a formal maintenance and repair agreement for the stormwater management plan. The Maintenance and Repair Agreement will require the benefited property to undergo, at a minimum, an annual inspection and to maintain records of installation, maintenance and repair activities of the stormwater control devices. The agreement will also create an easement for the City to inspect and repair the stormwater control devices if the property owners fail or refuse to meet the requirements of the Maintenance and Repair Agreement. The Maintenance and Repair Agreement is attached for your review.

The Engineering Division has reviewed the stormwater management plan and Maintenance and Repair Agreement for the Mills Fleet Farm site, owned by Vereit Real Estate L.P. located at 400 W Ridgeway and finds it in accordance with City Code. The Engineering Division recommends the agreement be accepted by the City Council and recorded at the Black Hawk County Recorder's Office.

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

Prepared By: Kevin Rogers, 220 Clay Street, Cedar Falls, IA 50613 (319) 268-5161

STORM WATER EASEMENT AGREEMENT

THIS STORM WATER EASEMENT AGREEMENT (this "Easement Agreement") is entered into by and between VEREIT Real Estate L.P., a Delaware limited partnership (hereinafter "Owner") and the City of Cedar Falls, Iowa (hereinafter "City"), on the ____ day of _____, 2019.

WHEREAS, Owner is the owner of real estate legally described as:

All that part of the East ½ of the Northwest Fractional Quarter of Section 2, Township 88 North, Range 14 West of the 5th P.M., Blackhawk County, Iowa, lying Northerly of Highway No. 20 described in the 539 LD 76 and 571 LD 973, except those parts conveyed for public highway in 113 LD 199 and 539 LD 85, and also except that part thereof conveyed to the City of Cedar Falls, Iowa, in Doc. No. 2011-00009788

AND

All that part of the West ½ of the Northeast Fractional Quarter of Section 2, Township 88 North, Range 14 West of the 5th P.M., Black Hawk County, Iowa, lying Northerly and Westerly of Highway No. 20 described in 539 LD 76 and lying Westerly and Southerly of the public highway described in 569 LD 205 and 539 LD 85.

EXCEPTING THEREFROM acquisition Parcel "C" for the West Ridgeway Reconstruction project, Project RC-293-3172, in the Northwest Fractional Quarter and the Northeast Fractional Quarter of Section 2, Township 88 North, Range 14 West, Black Hawk County, Iowa, as described in the Quit Claim Deed filed June 10, 2019 as Doc. #2019 018572, and the Special Warranty Deed filed June 18, 2019 as Doc. #2019 019039 in the records of Black Hawk County, Iowa

(hereinafter, collectively, the "Development Property"); and

WHEREAS, Owner has submitted for approval to the City Council of the City, the final plat of the Development Property, **Exhibit "A"** attached, which final plat subdivides the Development Property into five (5) Lots, identified as Lot 1, Lot 2, Lot 3, Lot 4, and Lot 5, and further subdivides the Development Property into seven additional tracts, identified as Tracts A, B, C, D, E, F, and G; and

WHEREAS, Owner wishes to grant to the City and to the future owners of Lots 1, 2, 3, 4 and 5 a perpetual easement on, over, through and across Tract B, Tract C and Tract D (hereinafter the "Detention Areas") for storm water management purposes.

NOW THEREFORE IT IS HEREBY AGREED by and between the parties as follows:

1. **Grant of Easement.** Owner does hereby grant and convey to the City and to the future owners of Lot 1, Lot 2, Lot 3, Lot 4 and Lot 5, and their transferees, successors and assigns, a perpetual easement for storm water management purposes on, over, through and across the Detention Areas under the terms set forth herein (the "Easement").

2. **Use of Easement Premises.** Owner expressly reserves the right to use the Detention Areas for any use which does not unreasonably interfere with the Easement granted herein. No buildings or structures shall be built on, under, over, through or across the Detention Areas without the prior written consent of the City, nor shall Owner cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Detention Areas without the prior written consent of the City.

3. **Change of Grade Prohibited.** Once detention facilities are constructed in the Detention Areas, Owner shall not change the grade, elevation or contour of any part of the Detention Areas, unless as required for the purposes of maintenance or repair, without the prior written consent of the City.

4. **Right of Access.** The City shall have the right of access to the Detention Areas and have all rights of ingress and egress from property owned by Owner and adjacent to the Detention Areas reasonably necessary for inspection of the Detention Areas, and, if necessary as set forth in the Code of Ordinances of the City, to repair or maintain detention facilities within the Detention Areas. Such right of access shall include, but not be limited to, the right to remove any unauthorized fences, structures, obstructions or planting or material placed or erected under, over, on, through, across, or within the Detention Areas. Nothing herein shall be construed to limit or restrict the City's rights under the Maintenance and Repair Agreement entered into with the Owner as defined in Paragraph five (5) below.

5. **Maintenance.** The Owner shall maintain the Detention Areas in accordance with the Storm Water Maintenance and Repair Agreement between Owner and the City a copy of which is attached hereto as **Exhibit "B"** ("Maintenance and Repair Agreement"). The Maintenance and Repair Agreement shall not be considered to be a restrictive covenant so as to require renewal, and the duties, rights and obligations of said Maintenance and Repair Agreement are in addition to those set forth herein.

6. **Running of Benefit and Burdens.** All the provision of this Easement Agreement, including the benefits and burdens, run with the Development Property and are binding on and inure to the benefit of the transferees, assigns, and successors of the parties.

7. **Covenants.** Owner does hereby covenant that Owner holds the Development Property by fee simple title and that it has good and lawful authority to grant and convey the Easement granted herein to the City, and that the undersigned authorized representative has full and sufficient authority to execute this Easement Agreement on behalf of Owner.

8. **Miscellaneous.**

(a) This Easement Agreement shall be constructed, construed, and enforced in accordance with the laws of the State of Iowa.

(b) This Easement Agreement sets forth the entire understanding of the parties and no terms, conditions, or warranties other than those contained herein. No amendment to this Easement Agreement shall be valid unless made in writing and signed by the parties hereto.

[Signatures Begin on the Following Page]

ACCEPTANCE OF STORM WATER EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("City" herein), does hereby accept and approve the foregoing Storm Water Easement Agreement on this ____ day of _____, 2019.

CITY OF CEDAR FALLS, IOWA

By: _____
James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

STATE OF IOWA)
) ss.
COUNTY OF BLACK HAWK)

I, Jacqueline Danielsen, MMC, City Clerk of the City of Cedar Falls, Iowa, do hereby certify that the foregoing Storm Water Easement Agreement was duly approved and accepted by the City Council of the City of Cedar Falls by Resolution No. _____, passed on the ____ day of _____, 2019, and this certificate is made pursuant to authority contained in said Resolution.


Signed above on this ____ day of _____, 2019.

Notary Public in and for the State of Iowa

[Signatures Continued on Following Page]

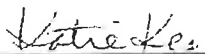
VEREIT REAL ESTATE L.P.,
a Delaware limited partnership

By: VEREIT REAL ESTATE GP, LLC,
a Delaware limited liability company,
its General Partner

By: 
Todd J. Weiss
General Counsel, Real Estate

STATE OF ARIZONA)
) ss.
MARICOPA COUNTY)

Personally came before me this 15th day of October, 2019, the above-named Todd J. Weiss, to me known to be the person who executed the foregoing instrument in his capacity as General Counsel, Real Estate of VEREIT Real Estate GP, LLC, general partner of VEREIT Real Estate, L.P., a Delaware limited partnership, to me known to be the same, and acknowledged that he executed the foregoing instrument in such capacity.



Notary Public
My commission: expires 10/7/20



Exhibit "A"

Final Plat

See Attached.

Final Plat
The Pointe at Henry Farms
 Cedar Falls, Black Hawk County, Iowa

Part of the East 1/2, NW Fr. 1/4 &
 Part of the West 1/2, NE Fr. 1/4
 Section 2-T88N-R14W
 Cedar Falls, Black Hawk County, Iowa

Legal Description:

All that part of the East 1/2 of the Northwest Fractional Quarter of Section 2, Township 88 North, Range 14 West of the 5th P.M., Black Hawk County, Iowa, lying Northerly of Highway No. 20 described in S39 LD 78 and S71 LD 975, except those parts conveyed for public highway in 112 LD 199 and S39 LD 85, and also except that part thereof conveyed to the City of Cedar Falls, Iowa, in Doc. No. 2011-0009788.

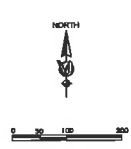
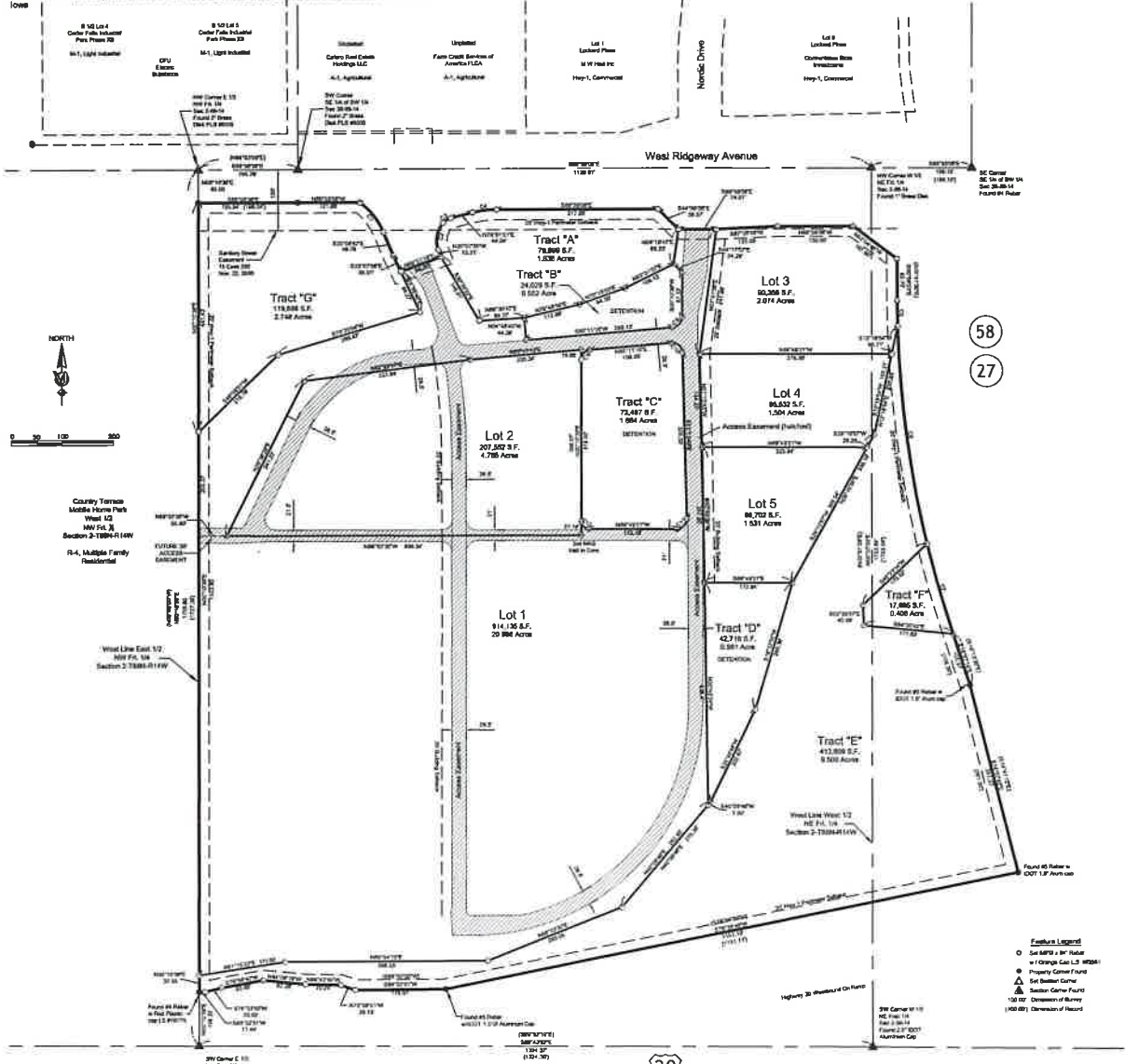
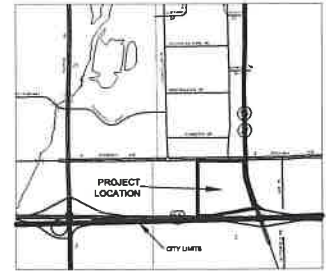
AND

All that part of the West 1/2 of the Northeast Fractional Quarter of Section 2, Township 88 North, Range 14 West of the 5th P.M., Black Hawk County, Iowa, lying Northerly and Westerly of Highway No. 20 described in S39 LD 78 and lying Westerly and Southerly of the public highway described in S99 LD 205 and S39 LD 85.

Excepting therefrom acquisition Parcel "C" for the West Ridgeway Reconstruction project, Project RC-203-3172, in the Northwest Fractional Quarter and the Northeast Fractional Quarter of Section 2, Township 88 North, Range 14 West, Black Hawk County, Iowa, as described in the G-3 Claim Deed filed June 10, 2019 as Doc. #2019 016572, and the Special Warranty Deed filed June 10, 2019 as Doc. #2019 019039 in the records of Black Hawk County, Iowa.

Owner:
 VORSE Real Estate, L.P.,
 db/VORSE, Inc.
 2250 E. Camelback Road, Suite 1100
 Phoenix, AZ 85016

Developer:
 Midwest Atlantic Development Co., LLC
 8044 Montgomery Rd, Suite 370
 Cincinnati, OH 45236



County Terrace
 Mobile Home Park
 West 1/2
 NW 1/4, 2
 Section 2-T88N-R14W
 R-4, Multiple Family
 Residential

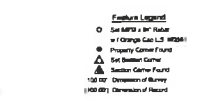
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CHORD	LENGTH	BEGIN	END	DIRECTION
0.11	75.27	213.52 N 87.13 E	138.81	74.38 S 87.40 W
0.23	55.88	202.22 S 87.13 E	54.88	74.38 S 87.40 W
0.35	18.31	202.22 S 87.13 E	75.00	19.01 S 87.35 E
0.47	47.41	14.09 S 87.13 E	194.00	47.39 S 87.30 E
0.59	50.85	122.84 S 87.13 E	375.00	50.85 S 87.30 E
0.71	43.76	122.84 S 87.13 E	375.00	50.72 S 87.18 E
0.83	105.42	212.74 S 87.13 E	375.00	51.00 S 87.18 E
0.95	79.67	212.74 S 87.13 E	375.00	51.00 S 87.18 E
1.07	18.83	82.02 S 87.13 E	19.20	39.20 S 84.10 S 87.18 E
1.19	71.88	82.02 S 87.13 E	19.20	39.20 S 84.10 S 87.18 E
1.31	51.12	81.28 S 87.13 E	18.50	37.80 S 84.10 S 87.18 E
1.43	22.78	80.20 S 87.13 E	14.50	20.81 S 84.10 S 87.18 E

LOT #	AREA (S.F.)	AREA (AC)	TOTAL
001-1	20,860 S.F.	0.476 AC	30,860 S.F.
002-1	4,786 S.F.	0.110 AC	4,786 S.F.
003-1	1,802 S.F.	0.041 AC	1,802 S.F.
004-1	1,802 S.F.	0.041 AC	1,802 S.F.
005-1	1,802 S.F.	0.041 AC	1,802 S.F.
006-1	1,802 S.F.	0.041 AC	1,802 S.F.
007-1	1,802 S.F.	0.041 AC	1,802 S.F.
008-1	1,802 S.F.	0.041 AC	1,802 S.F.
009-1	1,802 S.F.	0.041 AC	1,802 S.F.
010-1	1,802 S.F.	0.041 AC	1,802 S.F.
011-1	1,802 S.F.	0.041 AC	1,802 S.F.
012-1	1,802 S.F.	0.041 AC	1,802 S.F.
013-1	1,802 S.F.	0.041 AC	1,802 S.F.
014-1	1,802 S.F.	0.041 AC	1,802 S.F.
015-1	1,802 S.F.	0.041 AC	1,802 S.F.
016-1	1,802 S.F.	0.041 AC	1,802 S.F.
017-1	1,802 S.F.	0.041 AC	1,802 S.F.
018-1	1,802 S.F.	0.041 AC	1,802 S.F.
019-1	1,802 S.F.	0.041 AC	1,802 S.F.
020-1	1,802 S.F.	0.041 AC	1,802 S.F.

Notes:

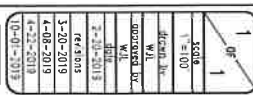
- 1) The South line of Lot 17 of the NW 1/4 of Section 5-T88N-R14W was measured to have 167' 11.25" of length. The East-Tangent Curve Radius, R=200.00'.
- 2) All dimensions are in feet (ft) unless otherwise noted.
- 3) The area of all lots is larger than 1.00 AC.
- 4) Easements are shown in red on this plan.
- 5) Easements are shown in red on this plan.
- 6) Easements are shown in red on this plan.
- 7) Easements are shown in red on this plan.
- 8) Easements are shown in red on this plan.
- 9) Easements are shown in red on this plan.
- 10) Easements are shown in red on this plan.
- 11) Easements are shown in red on this plan.
- 12) Easements are shown in red on this plan.
- 13) Easements are shown in red on this plan.
- 14) Easements are shown in red on this plan.
- 15) Easements are shown in red on this plan.
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- 17) Easements are shown in red on this plan.
- 18) Easements are shown in red on this plan.
- 19) Easements are shown in red on this plan.
- 20) Easements are shown in red on this plan.



Notes:

- 1) The South line of Lot 17 of the NW 1/4 of Section 5-T88N-R14W was measured to have 167' 11.25" of length. The East-Tangent Curve Radius, R=200.00'.
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- 20) Easements are shown in red on this plan.

188072



Final Plat
 The Pointe at Henry Farms
 Part of E 1/2 NW Fr. 1/4 & W 1/2 NE Fr. 1/4 Sec 3
 Cedar Falls, Black Hawk County, Iowa



VJ Engineering
 1501 Technology Parkway
 Cedar Falls, Iowa - 319-266-5829

188072

Exhibit "B"

Storm Water Maintenance and Repair Agreement

See Attached.

Prepared by: Kevin Rogers, 220 Clay Street, Cedar Falls, IA 50613 (319) 268-5161

STORM WATER MAINTENANCE AND REPAIR AGREEMENT

This Agreement is made and entered into by and between VEREIT Real Estate L.P., a Delaware limited partnership (hereinafter "Owner") and the City of Cedar Falls, Iowa (hereinafter "City"), on the ____ day of _____, 20____.

WHEREAS, Owner owns land in the City legally described on **Exhibit A** attached, hereto and incorporated herein that Owner will cause to be developed (hereinafter "Benefited Property"); and

WHEREAS, the City acknowledges that a Storm Water Management Plan as required by Section 24-336 of the City's Code of Ordinances (hereinafter "Plan") has been submitted to and approved by the City; and

WHEREAS, said Plan includes construction of storm water management facilities upon the Benefitted property; and

WHEREAS, a Maintenance and Repair Agreement related to such storm water management facilities which complies with Section 24-341 of the City's Code of Ordinances is required; and

WHEREAS, Owner acknowledges that all of the Benefited Property will benefit from the storm water management facilities; 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 it is mutually agreed by the parties as follows:

1. Owner shall construct (or cause to be constructed) at Owner's cost certain storm water management facilities in connection with the development of the Benefitted Property as depicted on the Final Plat attached hereto as **Exhibit B** and incorporated herein in compliance with Section 24-341 of the City's Code of Ordinances as set forth in the Plan submitted by or on behalf of Owner (hereinafter the "Facilities"). For the purpose of this Agreement, "Facilities" shall mean the rip rap, detention basin, ponds and other waste management facilities depicted on the Final Plat as Tracts B, C, and D as may with the consent of the City be modified by Owner from time to

time, in connection with the development and operation of the Benefitted Property.

2. The Facilities shall be constructed as depicted on the Final Plat as Tracts B, C, and D. Any change to the composition of or size, shape or location of the Facilities must be approved by the City.

3. Owner shall be responsible for the inspection, operation, maintenance and repair of the Facilities, and shall make and retain records of the installation, inspections, maintenance and repairs of the Facilities for at least twenty-five (25) years or until the Facilities or any portion thereof has been reconstructed. These records shall be made available to the City during any City inspection, and shall be submitted to the City at other reasonable times upon request. Nothing in these record keeping requirements shall be construed to limit in any way the Owner's responsibility to inspect, maintain and repair the Facilities. In addition:

- a) Owner agrees to comply with the Detention Basin Operation and Maintenance Plan for the Facilities attached as **Exhibit C** and incorporated herein.
- b) Owner agrees to comply with the Maintenance and Inspection Schedule for Storm Water Detention System for the Facilities attached as **Exhibit D** and incorporated herein.

4. Owner may construct at Owner's cost additional storm water management facilities on any portion of the Benefitted Property upon the written consent of the City, in which case the duties and responsibilities of inspection, operation, maintenance, repair, and record keeping stated in this Agreement shall apply to such additional storm water management facilities.

5. If Owner fails or refuses to meet the requirements of this Agreement, the City, after notice as provided herein, may correct a violation or non-compliance by performing or causing to be performed all necessary work to place the Facilities in proper working condition. If the Facilities are not a danger to public safety or public health, the Owner shall be provided with reasonable notice to correct the violation in a timely manner. In the event that the Facilities become a danger to public safety or public health, the City shall notify the Owner in writing that upon receipt of the notice, the Owner shall have two (2) business days or such additional time as circumstances may require to maintain and/or repair the Facilities. If the violations or non-compliance have not been corrected by the Owner in a timely manner, and the City performs or causes to be performed the work necessary to place the Facilities in proper working condition, the City may assess, jointly and severally, the reasonable cost of the work incurred by the City to the Owner, which cost shall be a lien on the Facilities and on the Benefitted Property, and the City may assess the cost of the work to the Owner as a lien to be collected in the same manner as property taxes.

6. Owner agrees to utilize the forms attached hereto as Exhibit E with regard to inspection, maintenance and repair of the Facilities.

7. In consideration of approval by the City of the foregoing Agreement and attached Exhibits, Owner accepts the duties and responsibilities set forth herein which shall be covenants running with the land, and agrees that the same shall be binding upon and inure to the benefit of Owner and Owner's grantees, transferees, successors and assigns.

[Signatures begin on following page]

IN WITNESS WHEREOF, the City and the Owner have executed this Storm Water Maintenance and Repair Agreement effective as of the date first stated above.

VEREIT REAL ESTATE L.P.,
a Delaware limited partnership

By: VEREIT REAL ESTATE GP, LLC
a Delaware limited liability company,
its General Partner

By: _____
Todd J. Weiss
General Counsel, Real Estate

STATE OF ARIZONA)
) ss.
MARICOPA COUNTY)

Personally came before me this _____ day of _____, 2019, the above-named Todd J. Weiss, to me known to be the person who executed the foregoing instrument in his capacity as General Counsel, Real Estate of VEREIT Real Estate GP, LLC, general partner of VEREIT Real Estate, L.P., a Delaware limited partnership, to me known to be the same, and acknowledged that he executed the foregoing instrument in such capacity.

Notary Public
My commission: _____

[Signatures Continued on Following Page]

EXHIBIT A**Legal Description of Benefitted Property**

All that part of the East ½ of the Northwest Fractional Quarter of Section 2, Township 88 North, Range 14 West of the 5th P.M., Black Hawk County, Iowa, lying Northerly of Highway No. 20 described in 539 LD 76 and 571 LD 973, except those parts conveyed for public highway in 113 LD 199 and 539 LD 85, and also except that part thereof conveyed to the City of Cedar Falls, Iowa, in Doc. No. 2011-00009788.

AND

All that part of the West ½ of the Northeast Fractional Quarter of Section 2, Township 88 North, Range 14 West of the 5th P.M., Black Hawk County, Iowa, lying Northerly and Westerly of Highway No. 20 described in 539 LD 76 and lying Westerly and Southerly of the public highway described in 569 LD 205 and 539 LD 85.

Excepting therefrom acquisition Parcel "C" for the West Ridgeway Reconstruction project, Project RC-293-3172, in the Northwest Fractional Quarter and the Northeast Fractional Quarter of Section 2, Township 88 North, Range 14 West, Black Hawk County, Iowa, as described in the Quit Claim Deed filed June 10, 2019 as Doc. #2019 018572, and the Special Warranty Deed filed June 18, 2019 as Doc. #2019 019039 in the records of Black Hawk County, Iowa

EXHIBIT B

Final Plat

See Attached.

Exhibit C

Dry Detention Basin Operation and Maintenance Manual

Inspection activities shall be performed as follows: Any problems that are found shall be repaired immediately.

<i>BMP element:</i>	<i>Potential problem:</i>	<i>How I will remediate the problem:</i>
<i>The entire BMP</i>	Trash/debris is present.	Remove the trash/debris.
<i>The perimeter of the detention basin</i>	Areas of bare soil and/or erosive gullies have formed.	Regrade the soil if necessary to remove the gully, and then plant a ground cover and water until it is established. Provide lime and a one-time fertilizer application.
	Vegetation is too short or too long.	Maintain vegetation at a height of approximately six inches.
<i>The inlet device: pipe or swale</i>	The pipe is clogged.	Unclog the pipe. Dispose of the sediment off-site.
	The pipe is cracked or otherwise damaged.	Replace the pipe.
	Erosion is occurring in the swale.	Regrade the swale if necessary to smooth it over and provide erosion control devices such as reinforced turf matting or riprap to avoid future problems with erosion.
<i>The forebay</i>	Sediment has accumulated to a depth greater than the original design depth for sediment storage.	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the BMP.
	Erosion has occurred.	Provide additional erosion protection such as reinforced turf matting or riprap if needed to prevent future erosion problems.
	Weeds are present.	Remove the weeds, preferably by hand. If pesticide is used, wipe it on the plants rather than spraying.
<i>The main detention area</i>	Sediment has accumulated to a depth greater than the original design sediment storage depth.	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the BMP.
	Cattails, phragmites or other invasive plants cover 50% of the basin surface.	Remove the plants by wiping them with herbicide (do not spray).
<i>The embankment</i>	Shrubs have started to grow on the embankment.	Remove shrubs immediately.
	A tree has started to grow on the embankment.	Remove the tree immediately.
<i>The outlet device</i>	Clogging has occurred.	Clean out the outlet device. Dispose of the sediment off-site.
	The outlet device is damaged.	Repair or replace the outlet device.
<i>Washed stone in front of orifice outlet</i>	Silt build up on stone blocking outlet.	Washed stone must be unclogged and replaced as needed.
<i>The receiving water</i>	Erosion or other signs of damage have occurred at the outlet.	Repair damage.

EXHIBIT D**MAINTENANCE SCHEDULE
STORM DETENTION SYSTEM****DESCRIPTION:**

- 1) Inspect system within 60 days of initial operation.
- 2) Four periodic inspections of system within first year of operation.
- 3) Inspect system after each 100-year storm occurrence as measured at the National Weather Service reporting station at the Waterloo Regional Airport.
- 4) After one year of system operation, inspect annually.

EXHIBIT E

Stormwater Management Inspection/Maintenance Form
To be kept on site

PROJECT NAME: _____

PROJECT LOCATION: _____

OWNER/LEGAL ENTITY: _____

PERSON/ENTITY
COMPLETING FORM: _____

TELEPHONE: _____

E-MAIL: _____

INITIAL DATE OF
OPERATION: _____

DATE	ITEM INSPECTED	INSPECTOR (Please Print)	OBSERVATION & REMARKS

Prepared by: Kevin Rogers, 220 Clay Street, Cedar Falls, IA 50613 (319) 268-5161

STORM WATER MAINTENANCE AND REPAIR AGREEMENT

This Agreement is made and entered into by and between VEREIT Real Estate L.P., a Delaware limited partnership (hereinafter "Owner") and the City of Cedar Falls, Iowa (hereinafter "City"), on the ____ day of _____, 20_____.

WHEREAS, Owner owns land in the City legally described on **Exhibit A** attached, hereto and incorporated herein that Owner will cause to be developed (hereinafter "Benefited Property"); and

WHEREAS, the City acknowledges that a Storm Water Management Plan as required by Section 24-336 of the City's Code of Ordinances (hereinafter "Plan") has been submitted to and approved by the City; and

WHEREAS, said Plan includes construction of storm water management facilities upon the Benefitted property; and

WHEREAS, a Maintenance and Repair Agreement related to such storm water management facilities which complies with Section 24-341 of the City's Code of Ordinances is required; and

WHEREAS, Owner acknowledges that all of the Benefited Property will benefit from the storm water management facilities; 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 it is mutually agreed by the parties as follows:

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time, in connection with the development and operation of the Benefitted Property.

2. The Facilities shall be constructed as depicted on the Final Plat as Tracts B, C, and D. Any change to the composition of or size, shape or location of the Facilities must be approved by the City.

3. Owner shall be responsible for the inspection, operation, maintenance and repair of the Facilities, and shall make and retain records of the installation, inspections, maintenance and repairs of the Facilities for at least twenty-five (25) years or until the Facilities or any portion thereof has been reconstructed. These records shall be made available to the City during any City inspection, and shall be submitted to the City at other reasonable times upon request. Nothing in these record keeping requirements shall be construed to limit in any way the Owner's responsibility to inspect, maintain and repair the Facilities. In addition:

- a) Owner agrees to comply with the Detention Basin Operation and Maintenance Plan for the Facilities attached as **Exhibit C** and incorporated herein.
- b) Owner agrees to comply with the Maintenance and Inspection Schedule for Storm Water Detention System for the Facilities attached as **Exhibit D** and incorporated herein.

4. Owner may construct at Owner's cost additional storm water management facilities on any portion of the Benefitted Property upon the written consent of the City, in which case the duties and responsibilities of inspection, operation, maintenance, repair, and record keeping stated in this Agreement shall apply to such additional storm water management facilities.

5. If Owner fails or refuses to meet the requirements of this Agreement, the City, after notice as provided herein, may correct a violation or non-compliance by performing or causing to be performed all necessary work to place the Facilities in proper working condition. If the Facilities are not a danger to public safety or public health, the Owner shall be provided with reasonable notice to correct the violation in a timely manner. In the event that the Facilities become a danger to public safety or public health, the City shall notify the Owner in writing that upon receipt of the notice, the Owner shall have two (2) business days or such additional time as circumstances may require to maintain and/or repair the Facilities. If the violations or non-compliance have not been corrected by the Owner in a timely manner, and the City performs or causes to be performed the work necessary to place the Facilities in proper working condition, the City may assess, jointly and severally, the reasonable cost of the work incurred by the City to the Owner, which cost shall be a lien on the Facilities and on the Benefitted Property, and the City may assess the cost of the work to the Owner as a lien to be collected in the same manner as property taxes.

6. Owner agrees to utilize the forms attached hereto as Exhibit E with regard to inspection, maintenance and repair of the Facilities.

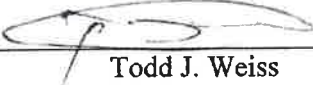
7. In consideration of approval by the City of the foregoing Agreement and attached Exhibits, Owner accepts the duties and responsibilities set forth herein which shall be covenants running with the land, and agrees that the same shall be binding upon and inure to the benefit of Owner and Owner's grantees, transferees, successors and assigns.

[Signatures begin on following page]

IN WITNESS WHEREOF, the City and the Owner have executed this Storm Water Maintenance and Repair Agreement effective as of the date first stated above.

VEREIT REAL ESTATE L.P.,
a Delaware limited partnership


By: **VEREIT REAL ESTATE GP, LLC**
a Delaware limited liability company,
its General Partner

By: 

Todd J. Weiss
General Counsel, Real Estate

STATE OF ARIZONA)
) ss.
MARICOPA COUNTY)

Personally came before me this 15th day of October, 2019, the above-named Todd J. Weiss, to me known to be the person who executed the foregoing instrument in his capacity as General Counsel, Real Estate of VEREIT Real Estate GP, LLC, general partner of VEREIT Real Estate, L.P., a Delaware limited partnership, to me known to be the same, and acknowledged that he executed the foregoing instrument in such capacity.



Notary Public
My commission: expires 10/7/20



[Signatures Continued on Following Page]

EXHIBIT A**Legal Description of Benefitted Property**

All that part of the East ½ of the Northwest Fractional Quarter of Section 2, Township 88 North, Range 14 West of the 5th P.M., Black Hawk County, Iowa, lying Northerly of Highway No. 20 described in 539 LD 76 and 571 LD 973, except those parts conveyed for public highway in 113 LD 199 and 539 LD 85, and also except that part thereof conveyed to the City of Cedar Falls, Iowa, in Doc. No. 2011-00009788.

AND

All that part of the West ½ of the Northeast Fractional Quarter of Section 2, Township 88 North, Range 14 West of the 5th P.M., Black Hawk County, Iowa, lying Northerly and Westerly of Highway No. 20 described in 539 LD 76 and lying Westerly and Southerly of the public highway described in 569 LD 205 and 539 LD 85.

Excepting therefrom acquisition Parcel "C" for the West Ridgeway Reconstruction project, Project RC-293-3172, in the Northwest Fractional Quarter and the Northeast Fractional Quarter of Section 2, Township 88 North, Range 14 West, Black Hawk County, Iowa, as described in the Quit Claim Deed filed June 10, 2019 as Doc. #2019 018572, and the Special Warranty Deed filed June 18, 2019 as Doc. #2019 019039 in the records of Black Hawk County, Iowa

EXHIBIT B

Final Plat

See Attached.

Final Plat
The Pointe at Henry Farms
 Cedar Falls, Black Hawk County, Iowa

Part of the East 1/2, NW Fr. 1/4 &
 Part of the West 1/2, NE Fr. 1/4
 Section 2-T88N-R14W
 Cedar Falls, Black Hawk County, Iowa

Legal Description:
 All that part of the East 1/2 of the Northwest Fractional Quarter of Section 2, Township 88 North, Range 14 West of the 5th P.M., Black Hawk County, Iowa, lying Northwesterly and Westerly of Highway No. 20 described in 539 LD 78 and 571 LD 973, except those parts conveyed for public highway in 113 LD 158 and 539 LD 85, and also except that part thereof conveyed to the City of Cedar Falls, Iowa, in Doc. No. 2011-0009786.

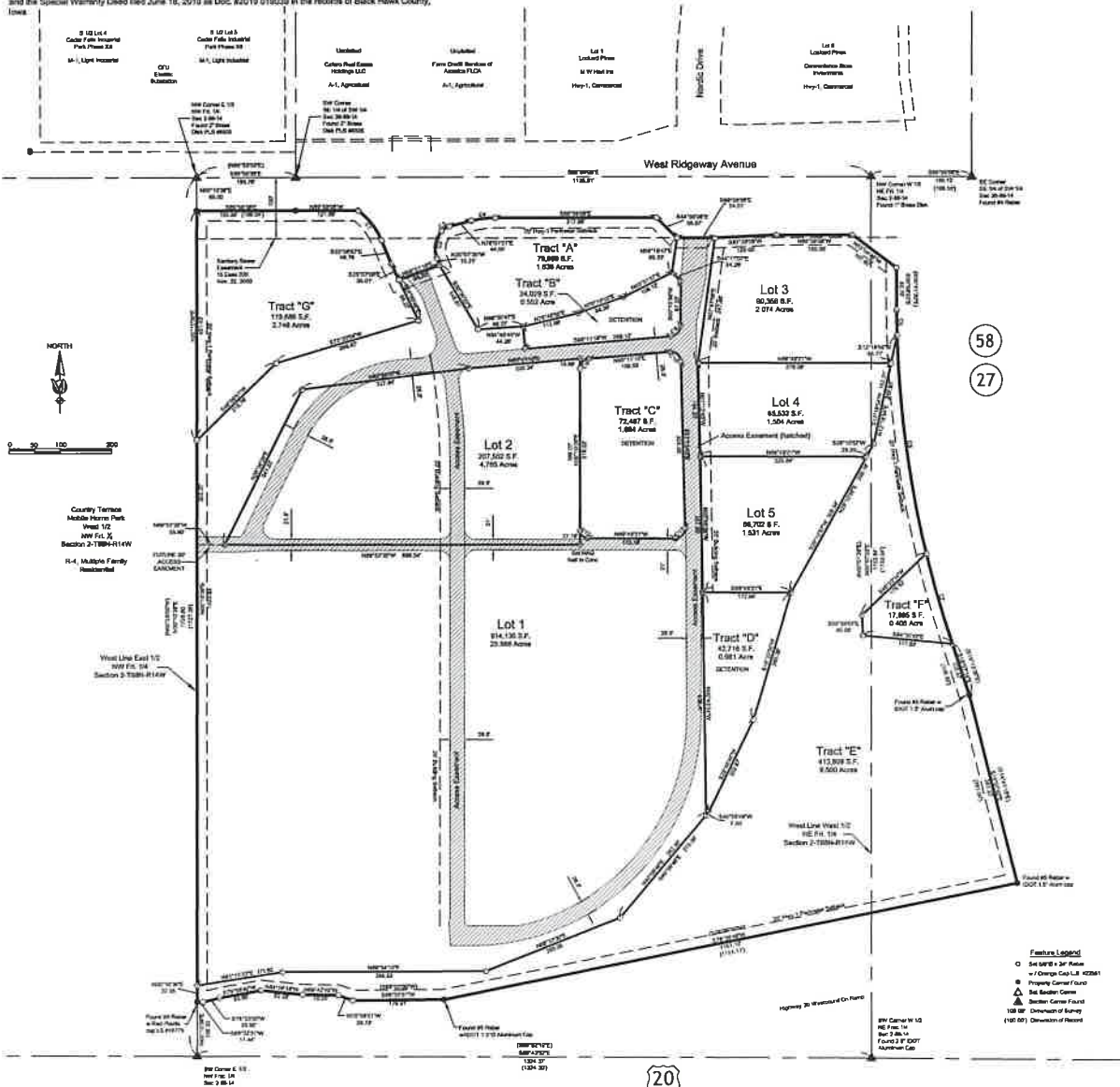
AND
 All that part of the West 1/4 of the Northwest Fractional Quarter of Section 2, Township 88 North, Range 14 West of the 5th P.M., Black Hawk County, Iowa, lying Northwesterly and Westerly of Highway No. 20 described in 539 LD 78 and lying Westerly and Southerly of the public highway described in 569 LD 205 and 539 LD 85.

Excepting therefrom acquisition Parcel "C" for the West Ridgeway Reconstruction project, Project RC-203-3172, in the Northwest Fractional Quarter and the Northeast Fractional Quarter of Section 2, Township 88 North, Range 14 West, Black Hawk County, Iowa, as described in the Quit Claim Deed filed June 10, 2019 as Doc. #2019 018272, and the Special Warranty Deed filed June 10, 2019 as Doc. #2019 018203 in the records of Black Hawk County.

Project and Consultant Details
 Hwy-1, Highway Commercial District

Design:
 VORSETT Real Estate, L.P.,
 c/o VORSETT, Inc.
 2225 E. Dowling Road, Suite 1102
 Phoenix, AZ 85019

Developer:
 Midwest Atlantic Development Co. LLC
 8044 Montgomery Rd, Suite 370
 Cincinnati, OH 45238



(58)
(27)

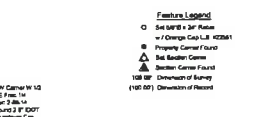
Country Terrace
 Mobile Home Park
 West 1/2
 NE Fr. 1/4,
 Section 2-T88N-R14W
 R-4, Multiple Family
 Residential

West Line East 1/2
 NW Fr. 1/4
 Section 2-T88N-R14W

CURVE	LENGTH	CURVE TABLE			
		DELTA	BACKSIGHT	CHORD	INSIGHT
C1	75.27	22.93 1/4"	130.83	74.26	162.76 1/4"
C2	59.80	17.81 1/4"	54.00	55.28	112.13 1/4"
C3	18.31	5.40 1/4"	18.00	18.81	33.38 1/4"
C4	47.41	14.00 1/4"	184.98	47.58	186.00 1/4"
C5	70.40	21.44 1/4"	257.08	30.40	302.90 1/4"
C6	613.76	182.00 1/4"	2779.08	432.41	3472.48 1/4"
C7	105.83	31.44 1/4"	375.08	105.28	518.76 1/4"
C8	38.87	11.40 1/4"	123.08	37.83	164.48 1/4"
C9	38.80	11.38 1/4"	122.50	37.75	164.20 1/4"
C10	11.84	3.56 1/4"	37.50	11.84	53.92 1/4"
C11	31.72	9.32 1/4"	100.00	31.72	131.64 1/4"
C12	22.78	6.80 1/4"	74.50	22.78	101.48 1/4"

LOT #	AREA TABLE		TOTAL
	SQ. FT.	ACRES	
1	2,100.00	0.048	2,100.00
2	1,200.00	0.028	1,200.00
3	1,800.00	0.041	1,800.00
4	1,500.00	0.034	1,500.00
5	1,000.00	0.023	1,000.00
6	1,200.00	0.028	1,200.00
7	1,800.00	0.041	1,800.00
8	1,500.00	0.034	1,500.00
9	1,000.00	0.023	1,000.00
10	1,200.00	0.028	1,200.00
11	1,800.00	0.041	1,800.00
12	1,500.00	0.034	1,500.00
13	1,000.00	0.023	1,000.00
14	1,200.00	0.028	1,200.00
15	1,800.00	0.041	1,800.00
16	1,500.00	0.034	1,500.00
17	1,000.00	0.023	1,000.00
18	1,200.00	0.028	1,200.00
19	1,800.00	0.041	1,800.00
20	1,500.00	0.034	1,500.00
21	1,000.00	0.023	1,000.00
22	1,200.00	0.028	1,200.00
23	1,800.00	0.041	1,800.00
24	1,500.00	0.034	1,500.00
25	1,000.00	0.023	1,000.00
26	1,200.00	0.028	1,200.00
27	1,800.00	0.041	1,800.00
28	1,500.00	0.034	1,500.00
29	1,000.00	0.023	1,000.00
30	1,200.00	0.028	1,200.00
31	1,800.00	0.041	1,800.00
32	1,500.00	0.034	1,500.00
33	1,000.00	0.023	1,000.00
34	1,200.00	0.028	1,200.00
35	1,800.00	0.041	1,800.00
36	1,500.00	0.034	1,500.00
37	1,000.00	0.023	1,000.00
38	1,200.00	0.028	1,200.00
39	1,800.00	0.041	1,800.00
40	1,500.00	0.034	1,500.00
41	1,000.00	0.023	1,000.00
42	1,200.00	0.028	1,200.00
43	1,800.00	0.041	1,800.00
44	1,500.00	0.034	1,500.00
45	1,000.00	0.023	1,000.00
46	1,200.00	0.028	1,200.00
47	1,800.00	0.041	1,800.00
48	1,500.00	0.034	1,500.00
49	1,000.00	0.023	1,000.00
50	1,200.00	0.028	1,200.00
51	1,800.00	0.041	1,800.00
52	1,500.00	0.034	1,500.00
53	1,000.00	0.023	1,000.00
54	1,200.00	0.028	1,200.00
55	1,800.00	0.041	1,800.00
56	1,500.00	0.034	1,500.00
57	1,000.00	0.023	1,000.00
58	1,200.00	0.028	1,200.00
59	1,800.00	0.041	1,800.00
60	1,500.00	0.034	1,500.00
61	1,000.00	0.023	1,000.00
62	1,200.00	0.028	1,200.00
63	1,800.00	0.041	1,800.00
64	1,500.00	0.034	1,500.00
65	1,000.00	0.023	1,000.00
66	1,200.00	0.028	1,200.00
67	1,800.00	0.041	1,800.00
68	1,500.00	0.034	1,500.00
69	1,000.00	0.023	1,000.00
70	1,200.00	0.028	1,200.00
71	1,800.00	0.041	1,800.00
72	1,500.00	0.034	1,500.00
73	1,000.00	0.023	1,000.00
74	1,200.00	0.028	1,200.00
75	1,800.00	0.041	1,800.00
76	1,500.00	0.034	1,500.00
77	1,000.00	0.023	1,000.00
78	1,200.00	0.028	1,200.00
79	1,800.00	0.041	1,800.00
80	1,500.00	0.034	1,500.00
81	1,000.00	0.023	1,000.00
82	1,200.00	0.028	1,200.00
83	1,800.00	0.041	1,800.00
84	1,500.00	0.034	1,500.00
85	1,000.00	0.023	1,000.00
86	1,200.00	0.028	1,200.00
87	1,800.00	0.041	1,800.00
88	1,500.00	0.034	1,500.00
89	1,000.00	0.023	1,000.00
90	1,200.00	0.028	1,200.00
91	1,800.00	0.041	1,800.00
92	1,500.00	0.034	1,500.00
93	1,000.00	0.023	1,000.00
94	1,200.00	0.028	1,200.00
95	1,800.00	0.041	1,800.00
96	1,500.00	0.034	1,500.00
97	1,000.00	0.023	1,000.00
98	1,200.00	0.028	1,200.00
99	1,800.00	0.041	1,800.00
100	1,500.00	0.034	1,500.00

- 1) Tract "A" to be used for residential and durable storage of equipment.
- 2) Tract "B" to be used for commercial and other quality functions.
- 3) Tract "C" to be used for other water conservation and other quality functions.
- 4) Tract "D" to be used for other water conservation and other quality functions.
- 5) Tract "E" to be used for other water conservation and other quality functions.
- 6) Tract "F" to be used for other water conservation and other quality functions.
- 7) Tract "G" to be used for other water conservation and other quality functions.
- 8) Tract "H" to be used for other water conservation and other quality functions.
- 9) Tract "I" to be used for other water conservation and other quality functions.
- 10) Tract "J" to be used for other water conservation and other quality functions.



NOTES:

- The South line of E 1/2 of the NW 1/4 of Section 2-T88N-R14W was adjusted to bear N87°24'47" W, crossing the Iowa Highway Questionnaire System, Zone 6.
- The boundaries are as per Survey Map and adjoining Parcel.
- The area of parcels is better than 1:10000.
- The boundary monuments are as follows: a) Station: a) Iron Pipe; b) Concrete; c) Wood Stake; d) Survey Marker; e) Iron Pipe; f) Survey Marker; g) Concrete; h) Wood Stake; i) Survey Marker; j) Iron Pipe; k) Survey Marker; l) Concrete; m) Wood Stake; n) Survey Marker; o) Iron Pipe; p) Survey Marker; q) Concrete; r) Wood Stake; s) Survey Marker; t) Iron Pipe; u) Survey Marker; v) Concrete; w) Wood Stake; x) Survey Marker; y) Iron Pipe; z) Survey Marker; aa) Concrete; ab) Wood Stake; ac) Survey Marker; ad) Iron Pipe; ae) Survey Marker; af) Concrete; ag) Wood Stake; ah) Survey Marker; ai) Iron Pipe; aj) Survey Marker; ak) Concrete; al) Wood Stake; am) Survey Marker; an) Iron Pipe; ao) Survey Marker; ap) Concrete; aq) Wood Stake; ar) Survey Marker; as) Iron Pipe; at) Survey Marker; au) Concrete; av) Wood Stake; aw) Survey Marker; ax) Iron Pipe; ay) Survey Marker; az) Concrete; ba) Wood Stake; bb) Survey Marker; bc) Iron Pipe; bd) Survey Marker; be) Concrete; bf) Wood Stake; bg) Survey Marker; bh) Iron Pipe; bi) Survey Marker; bj) Concrete; bk) Wood Stake; bl) Survey Marker; bm) Iron Pipe; bn) Survey Marker; bo) Concrete; bp) Wood Stake; bq) Survey Marker; br) Iron Pipe; bs) Survey Marker; bt) Concrete; bu) Wood Stake; bv) Survey Marker; bw) Iron Pipe; bw) Survey Marker; bx) Concrete; by) Wood Stake; bz) Survey Marker; ca) Iron Pipe; cb) Survey Marker; cc) Concrete; cd) Wood Stake; ce) Survey Marker; cf) Iron Pipe; cf) Survey Marker; cg) Concrete; ch) Wood Stake; ci) Survey Marker; cj) Iron Pipe; cj) Survey Marker; ck) Concrete; cl) Wood Stake; cm) Survey Marker; cn) Iron Pipe; cn) Survey Marker; co) Concrete; cp) Wood Stake; cq) Survey Marker; cr) Iron Pipe; cr) Survey Marker; cs) Concrete; ct) Wood Stake; cu) Survey Marker; cv) Iron Pipe; cv) Survey Marker; cw) Concrete; cx) Wood Stake; cy) Survey Marker; cz) Iron Pipe; cz) Survey Marker; ca) Concrete; cb) Wood Stake; cb) Survey Marker; cc) Iron Pipe; cc) Survey Marker; cd) Concrete; ce) Wood Stake; ce) Survey Marker; ce) Iron Pipe; ce) Survey Marker; cf) Concrete; cf) Wood Stake; cf) Survey Marker; cf) Iron Pipe; cf) Survey Marker; cg) Concrete; cg) Wood Stake; cg) Survey Marker; cg) Iron Pipe; cg) Survey Marker; ch) Concrete; ch) Wood Stake; ch) Survey Marker; ch) Iron Pipe; ch) Survey Marker; ci) Concrete; ci) Wood Stake; ci) Survey Marker; ci) Iron Pipe; ci) Survey Marker; cj) Concrete; cj) Wood Stake; cj) Survey Marker; cj) Iron Pipe; cj) Survey Marker; ck) Concrete; ck) Wood Stake; ck) Survey Marker; ck) Iron Pipe; ck) Survey Marker; cl) Concrete; cl) Wood Stake; cl) Survey Marker; cl) Iron Pipe; cl) Survey Marker; cm) Concrete; cm) Wood Stake; cm) Survey Marker; cm) Iron Pipe; cm) Survey Marker; cn) Concrete; cn) Wood Stake; cn) Survey Marker; cn) Iron Pipe; cn) Survey Marker; co) Concrete; co) Wood Stake; co) Survey Marker; co) Iron Pipe; co) Survey Marker; cp) Concrete; cp) Wood Stake; cp) Survey Marker; cp) Iron Pipe; cp) Survey Marker; cq) Concrete; cq) Wood Stake; cq) Survey Marker; cq) Iron Pipe; cq) Survey Marker; cr) Concrete; cr) Wood Stake; cr) Survey Marker; cr) Iron Pipe; cr) Survey Marker; cs) Concrete; cs) Wood Stake; cs) Survey Marker; cs) Iron Pipe; cs) Survey Marker; ct) Concrete; ct) Wood Stake; ct) Survey Marker; ct) Iron Pipe; ct) Survey Marker; cu) Concrete; cu) Wood Stake; cu) Survey Marker; cu) Iron Pipe; cu) Survey Marker; cv) Concrete; cv) Wood Stake; cv) Survey Marker; cv) Iron Pipe; cv) Survey Marker; cw) Concrete; cw) Wood Stake; cw) Survey Marker; cw) Iron Pipe; cw) Survey Marker; cx) Concrete; cx) Wood Stake; cx) Survey Marker; cx) Iron Pipe; cx) Survey Marker; cy) Concrete; cy) Wood Stake; cy) Survey Marker; cy) Iron Pipe; cy) Survey Marker; cz) Concrete; cz) Wood Stake; cz) Survey Marker; cz) Iron Pipe; cz) Survey Marker; ca) Concrete; ca) Wood Stake; ca) Survey Marker; ca) Iron Pipe; ca) Survey Marker; cb) Concrete; cb) Wood Stake; cb) Survey Marker; cb) Iron Pipe; cb) Survey Marker; cc) Concrete; cc) Wood Stake; cc) Survey Marker; cc) Iron Pipe; cc) Survey Marker; cd) Concrete; cd) Wood Stake; cd) Survey Marker; cd) Iron Pipe; cd) Survey Marker; ce) Concrete; ce) Wood Stake; ce) Survey Marker; ce) Iron Pipe; ce) Survey Marker; cf) Concrete; cf) Wood Stake; cf) Survey Marker; cf) Iron Pipe; cf) Survey Marker; cg) Concrete; cg) Wood Stake; cg) Survey Marker; cg) Iron Pipe; cg) Survey Marker; ch) Concrete; ch) Wood Stake; ch) Survey Marker; ch) Iron Pipe; ch) Survey Marker; ci) Concrete; ci) Wood Stake; ci) Survey Marker; ci) Iron Pipe; ci) Survey Marker; cj) Concrete; cj) Wood Stake; cj) Survey Marker; cj) Iron Pipe; cj) Survey Marker; ck) Concrete; ck) Wood Stake; ck) Survey Marker; ck) Iron Pipe; ck) Survey Marker; cl) Concrete; cl) Wood Stake; cl) Survey Marker; cl) Iron Pipe; cl) Survey Marker; cm) Concrete; cm) Wood Stake; cm) Survey Marker; cm) Iron Pipe; cm) Survey Marker; cn) Concrete; cn) Wood Stake; cn) Survey Marker; cn) Iron Pipe; cn) Survey Marker; co) Concrete; co) Wood Stake; co) Survey Marker; co) Iron Pipe; co) Survey Marker; cp) Concrete; cp) Wood Stake; cp) Survey Marker; cp) Iron Pipe; cp) Survey Marker; cq) Concrete; cq) Wood Stake; cq) Survey Marker; cq) Iron Pipe; cq) Survey Marker; cr) Concrete; cr) Wood Stake; cr) Survey Marker; cr) Iron Pipe; cr) Survey Marker; cs) Concrete; cs) Wood Stake; cs) Survey Marker; cs) Iron Pipe; cs) Survey Marker; ct) Concrete; ct) Wood Stake; ct) Survey Marker; ct) Iron Pipe; ct) Survey Marker; cu) Concrete; cu) Wood Stake; cu) Survey Marker; cu) Iron Pipe; cu) Survey Marker; cv) Concrete; cv) Wood Stake; cv) Survey Marker; cv) Iron Pipe; cv) Survey Marker; cw) Concrete; cw) Wood Stake; cw) Survey Marker; cw) Iron Pipe; cw) Survey Marker; cx) Concrete; cx) Wood Stake; cx) Survey Marker; cx) Iron Pipe; cx) Survey Marker; cy) Concrete; cy) Wood Stake; cy) Survey Marker; cy) Iron Pipe; cy) Survey Marker; cz) Concrete; cz) Wood Stake; cz) Survey Marker; cz) Iron Pipe; cz) Survey Marker; ca) Concrete; ca) Wood Stake; ca) Survey Marker; ca) Iron Pipe; ca) Survey Marker; cb) Concrete; cb) Wood Stake; cb) Survey Marker; 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ca) Concrete; ca) Wood Stake; ca) Survey Marker; ca) Iron Pipe; ca) Survey Marker; cb) Concrete; cb) Wood Stake; cb) Survey Marker; cb) Iron Pipe; cb) Survey Marker; cc) Concrete; cc) Wood Stake; cc) Survey Marker; cc) Iron Pipe; cc) Survey Marker; cd) Concrete; cd) Wood Stake; cd) Survey Marker; cd) Iron Pipe; cd) Survey Marker; ce) Concrete; ce) Wood Stake; ce) Survey Marker; ce) Iron Pipe; ce) Survey Marker; cf) Concrete; cf) Wood Stake; cf) Survey Marker; cf) Iron Pipe; cf) Survey Marker; cg) Concrete; cg) Wood Stake; cg) Survey Marker; cg) Iron Pipe; cg) Survey Marker; ch) Concrete; ch) Wood Stake; ch) Survey Marker; ch) Iron Pipe; ch) Survey Marker; ci) Concrete; ci) Wood Stake; ci) Survey Marker; ci) Iron Pipe; ci) Survey Marker; cj) Concrete; cj) Wood Stake; cj) Survey Marker; cj) Iron Pipe; cj) Survey Marker; ck) Concrete; ck) Wood Stake; ck) Survey Marker; ck) Iron Pipe; ck) Survey Marker; cl) Concrete; cl) Wood Stake; cl) Survey Marker; cl) Iron Pipe; cl) Survey Marker; cm) Concrete; 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Exhibit C

Dry Detention Basin Operation and Maintenance Manual

Inspection activities shall be performed as follows: Any problems that are found shall be repaired immediately.

<i>BMP element:</i>	<i>Potential problem:</i>	<i>How I will remediate the problem:</i>
<i>The entire BMP</i>	Trash/debris is present.	Remove the trash/debris.
<i>The perimeter of the detention basin</i>	Areas of bare soil and/or erosive gullies have formed.	Regrade the soil if necessary to remove the gully, and then plant a ground cover and water until it is established. Provide lime and a one-time fertilizer application.
	Vegetation is too short or too long.	Maintain vegetation at a height of approximately six inches.
<i>The inlet device: pipe or swale</i>	The pipe is clogged.	Unclog the pipe. Dispose of the sediment off-site.
	The pipe is cracked or otherwise damaged.	Replace the pipe.
	Erosion is occurring in the swale.	Regrade the swale if necessary to smooth it over and provide erosion control devices such as reinforced turf matting or riprap to avoid future problems with erosion.
<i>The forebay</i>	Sediment has accumulated to a depth greater than the original design depth for sediment storage.	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the BMP.
	Erosion has occurred.	Provide additional erosion protection such as reinforced turf matting or riprap if needed to prevent future erosion problems.
	Weeds are present.	Remove the weeds, preferably by hand. If pesticide is used, wipe it on the plants rather than spraying.
<i>The main detention area</i>	Sediment has accumulated to a depth greater than the original design sediment storage depth.	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the BMP.
	Cattails, phragmites or other invasive plants cover 50% of the basin surface.	Remove the plants by wiping them with herbicide (do not spray).
<i>The embankment</i>	Shrubs have started to grow on the embankment.	Remove shrubs immediately.
	A tree has started to grow on the embankment.	Remove the tree immediately.
<i>The outlet device</i>	Clogging has occurred.	Clean out the outlet device. Dispose of the sediment off-site.
	The outlet device is damaged.	Repair or replace the outlet device.
<i>Washed stone in front of orifice outlet</i>	Silt build up on stone blocking outlet.	Washed stone must be unclogged and replaced as needed.
<i>The receiving water</i>	Erosion or other signs of damage have occurred at the outlet.	Repair damage.

EXHIBIT D**MAINTENANCE SCHEDULE
STORM DETENTION SYSTEM****DESCRIPTION:**

- 1) Inspect system within 60 days of initial operation.
- 2) Four periodic inspections of system within first year of operation.
- 3) Inspect system after each 100-year storm occurrence as measured at the National Weather Service reporting station at the Waterloo Regional Airport.
- 4) After one year of system operation, inspect annually.

EXHIBIT E

Stormwater Management Inspection/Maintenance Form
To be kept on site

PROJECT NAME: _____

PROJECT LOCATION: _____

OWNER/LEGAL ENTITY: _____

**PERSON/ENTITY
COMPLETING FORM:** _____

TELEPHONE: _____

E-MAIL: _____

**INITIAL DATE OF
OPERATION:** _____

DATE	ITEM INSPECTED	INSPECTOR (Please Print)	OBSERVATION & REMARKS



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 James P. Brown and City Council
FROM: Shane Graham, Economic Development Coordinator
DATE: October 17, 2019
SUBJECT: Creekside Technology Center Master Plan

In 2010 and 2015 the City of Cedar Falls acquired approximately 157 acres of farm ground along the south side of W. Ridgeway Avenue, located to the east and west of Hudson Road (see image below). The purpose of the acquisition of these properties was to control the future anticipated uses on the property, as this is a main entryway into Cedar Falls.



Earlier this year, the City issued a Request for Proposals (RFP) for master planning services for the property. Master planning services included the creation of a master development plan for the property, a market analysis to determine the anticipated land uses, a utilities analysis, a marketing brochure, and a 3D flyover video. The project was awarded to Confluence, Inc. from Des Moines/Cedar Rapids, who have been working on the project for the past several months.

Confluence, Inc. has recently submitted the final draft of the master plan, titled "Creekside Technology Center" to the City for review. Part of the scope of services provided by the consultant is to give a presentation to the Planning & Zoning Commission and City Council to present the draft of the master plan. The presentation of the plan to the Planning & Zoning Commission occurred at the September 11, 2019 meeting, and a recommendation of approval of the master plan was made by the Planning & Zoning Commission at their meeting on September 25, 2019. The consultant then presented the master plan to City Council at the Committee of the Whole Meeting on October 7, 2019. Staff is now asking that the City Council formally approve the Creekside Technology Center Master Plan, which will then guide the development of this property moving forward.

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

CREEKSIDE TECHNOLOGY CENTER MASTER PLAN

ITEM 24.

Cedar Falls, Iowa
October 2019



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Previous Planning Efforts and Documents

- Existing Future Land Use Master Plan
- Existing Traffic Impact Study: Proposed Open Door Hospitality Development
- Existing 2035 Long Range Transportation Plan
- Existing Trails Master Plan

Cedar Falls Advisory Committee

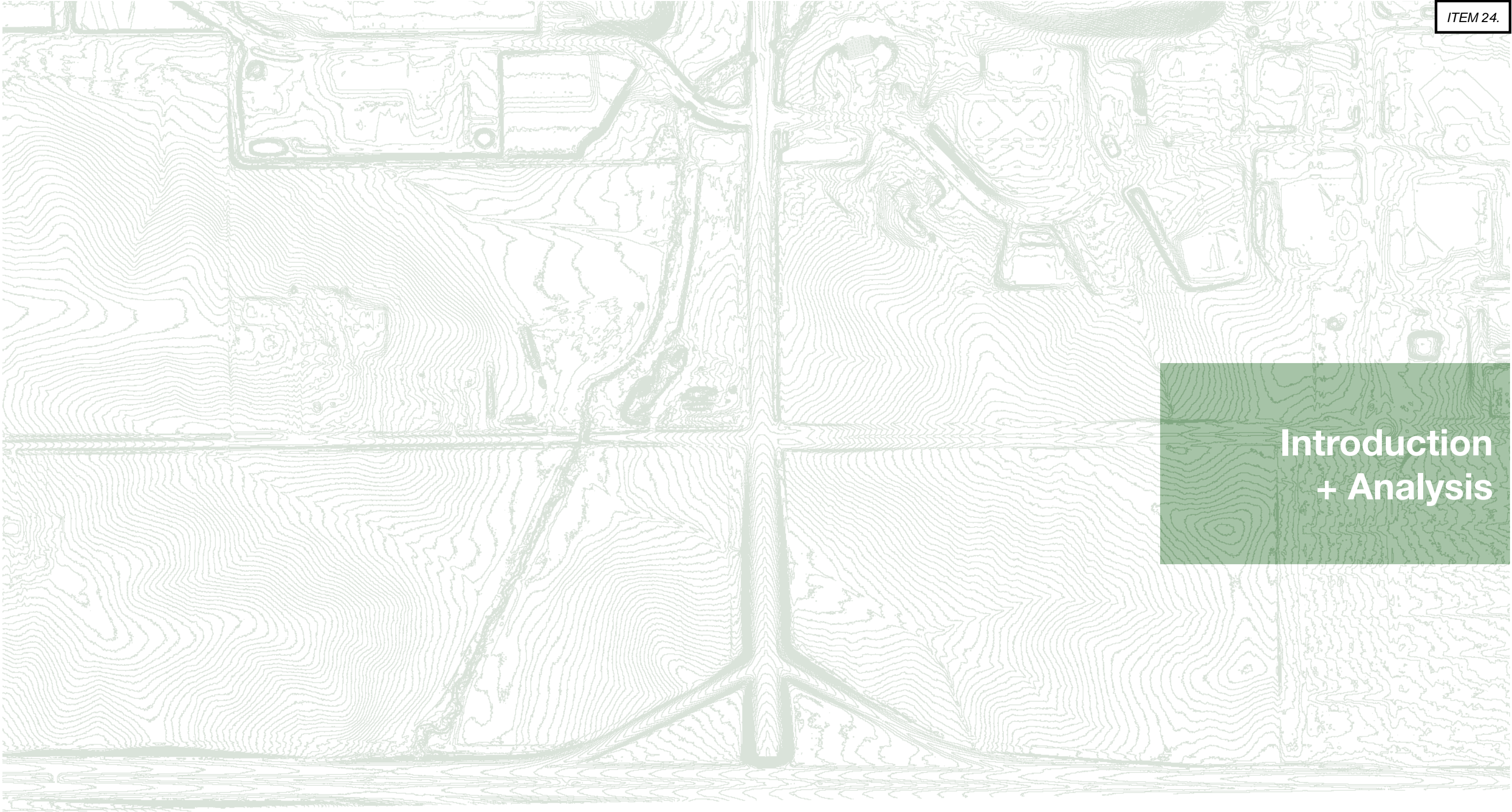
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|--------------|------------------|
| Karen Howard | Chase Schrage |
| Ron Gaines | Stephanie Sheetz |
| Shane Graham | David Sturch |
| Cory Hines | |

City of Cedar Falls

- | | |
|---------------|----------|
| Jim Brown | Mayor |
| Mark Miller | 1st Ward |
| Susan deBuhr | 2nd Ward |
| Daryl Kruse | 3rd Ward |
| Tom Blanford | 4th Ward |
| Frank Darrah | 5th Ward |
| Rob Green | At Large |
| David Wieland | At Large |

Design Team and Contact Information

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610 SW Alder Street, Suite 1008
Portland, Oregon 97205
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- HR Green Inc.
8710 Earhart Lane SW
Cedar Rapids, Iowa 52404
P: 319.841.4000



**Introduction
+ Analysis**

Introduction + Analysis

Introduction

In 2018, the City of Cedar Falls hired Confluence, HR Green and Leland Consulting Group to prepare a market study and master plan for two agricultural parcels on the north side of Highway 20, south of Ridgeway Avenue at the intersection of Hudson Road. The 81-acre parcel on the west side of Hudson Road at the edge of city limits is bisected by Dry Run Creek with significant flood plain area. Rural farm ground lies to the west. The 76-acre parcel east of Hudson Road contains gently sloping ground and is bordered on the east by an existing mobile home park.

As one of the primary gateways into Cedar Falls and the University of Northern Iowa, this development will provide a first impression of Cedar Falls and the City is proactively developing a master plan to ensure the highest and best use of the property.

At the onset of this project, the City worked with the Design Team developing guiding principles they believed represented the vision and direction desired for the development of the property and to use as a measuring stick during the master plan design process. They are as follows:

Guiding Principles

- 1 Control and enhance this southern Cedar Falls Gateway.
- 2 Develop a high-end technology, office or industrial park and explore other potential markets for complementary land use.
- 3 Utilize existing natural features to provide stormwater amenities.
- 4 Provide connections and improve pedestrian, bicycle and vehicular circulation both within the project and to the rest of the community.

Study Phases

Phase One - Project Initiation

- 1. Kick-off meeting to review priorities and goals, clarify roles, gather information and visit the site.
- 2. Collect and analyze various site data and Land Use information
- 3. Transportation and Utilities Analysis
- 4. Market Analysis, Forecasting and Strategic Planning
- 5. Analysis Review Meeting with Advisory Committee

Phase Two - Master Planning

- 1. Land Use and Transportation Master Plan
- 2. Natural Resources and Stormwater Management Recommendations
- 3. Preliminary Cost Opinion for infrastructure improvements.
- 4. Community Gateway Recommendations
- 5. Absorption/Development Build-Out Projections and Targeted Industries and Retail Types
- 6. Draft Plan Advisory Committee Meeting Review Session

Phase Three – Final Draft Master Plan Hearings + Adoption

- 1. Final Draft Report and Executive Summary
- 2. Marketing and Promotional Information Material
- 3. Final Draft Report Review with the Advisory Committee
- 4. Planning and Zoning Presentation - overview of final masterplan
- 5. City Council Presentation - overview of final master plan

Project Aerial



Background and Context

The city's thoughtful master plan for Creekside Technology Center will provide a useful tool to successfully manage the growth, function and aesthetics of this important city entrance as development progresses southward. Several infrastructure improvements are anticipated for this gateway including traffic signals at the intersection of Hudson Road and Ridgeway Avenue.

A successful and growing business and technology park lies to the north, as well as additional important development ground on both sides of Hudson Road, one of the influencing reasons for the City's decision to focus expansion on commercial and high-end business and office uses for this master plan.

Farmland, residential homes and a landscaping company, currently exist north of the western parcel in an area identified as future development land. A new Holiday Inn and Convention Center is under construction at the northeast corner of the Hudson Road, Ridgeway Avenue intersection and is the only developed portion of the 16 acre Gateway Business Park flanking Ridgeway Avenue east of Hudson Rd. North of that land is the aforementioned technology park, where numerous companies have developed, including Mudd Advertising, Principal Financial Group, Scientific Games and CBE Group.

Prairie Lakes Park is also located to the north of the technology park and includes over 170 acres of parkland. Prairie Lakes, the Cedar Falls Visitor Center, and Cedar Falls Tourism and Visitors Bureau, over 2 miles of trail, art installations, pavilions, an outdoor fitness trail, boat launch and floating docks are located there. The park doubles as an important stormwater amenity and is connected to both parcels as the end of the Dry Run Creek watershed.

One of the largest and most prominent companies nearby is the Target Distribution Center, west of Prairie Lakes Park and Hudson Road, along Technology Parkway. The Distribution Center campus, similar in size to Prairie Lakes Park, contains two large and very active facilities.

Environmental Opportunities and Constraints

Hudson Road bisects the property splitting the ground into two relatively equal parcels. The western parcel is 81 acres and the east parcel is 76 acres. Highway 20 to the south of both parcels creates a physical and sensory barrier, requiring all vehicular, bicycle and pedestrian traffic connecting the site to come from the north, east, or west. Currently the only access to either site is from Ridgeway Avenue. Most vehicular and pedestrian traffic entering either parcel will likely pass through the intersection of Ridgeway Avenue and Hudson Road. The design of this intersection will have a significant impact on the development patterns in both parcels.

Critical views into the site occur at two key intersections, Hudson Road and Ridgeway Avenue and the Hudson Road overpass at Highway 20. Views into both parcels are limited by topography, especially throughout the eastern half of the site where hills rise above Ridgeway Avenue. The viewshed at the overpass has the potential to provide a unique vantage point across both parcels and presents an opportunity to define a sense of entry to the new Creekside Technology Center as well as the City of Cedar Falls.

Western Parcel

Private farm ground borders the western parcel to the west and Hudson Road forms the Eastern border. The most significant natural feature of the western parcel is Dry Run Creek. The parcel is bisected by the creek, with topography generally sloping toward the creek from the east and west edges of the parcel. While the creek reduces the amount of developable land, this natural feature provides interest and an additional opportunity to enhance development that occurs there. Dry Run Creek flows north to Prairie Lakes Park, under a bridge along Ridgeway Avenue that is slated for improvements when the unimproved Ridgeway Avenue west of Hudson Road is upgraded.

Eastern Parcel

Hudson Road forms the western boundary and County Terrace Mobile Home Park currently sits along the eastern property line. Topography within this parcel is also typical of rolling agricultural hills and generally drains from the east to the west. A central drainageway running southeast to northwest through the middle of the parcel will have an impact on development patterns and site circulation. Views into this parcel are limited from Ridgeway Avenue due to a hill running along the eastern half of the site. The parcel is most visible from Hudson Road at the overpass, the intersection with Ridgeway Avenue and from the northeast corner of the parcel.

Site Inventory and Analysis Diagram



Development Approach

Natural features, surrounding land uses, and existing circulation provide a framework for opportunities that meet the city development goals for the property. The intent of the graphic on the facing page is to illustrate general development opportunities, constraints, drainage patterns, key intersections, and primary vehicular and pedestrian circulation. The result is the first step toward defining the shape, size, and land use of developable parcels.

On the facing page, developable areas are illustrated in brown, and potential green infrastructure opportunities shown in light green. Stormwater conveyance under Hudson Road provides an opportunity to create a water feature and associated public open space within the east parcel, enhancing the pedestrian experience there. Pedestrian trails on the property’s west side are focused in the natural areas and like the other side, connect into the greater Cedar Falls trail system. Stream restoration strategies will also be explored to improve the quality and function of Dry Run Creek.

Screening and Buffering

The adjacency of Highway 20 has numerous impacts on development. It carries high volumes of traffic adjacent to the site which is desirable for most development options; however, the speed and quantity of vehicles also creates challenges when considering the pedestrian’s experience. The elevated highway creates a physical and visual barrier along the southern edge of both parcels as well as negative sensory impacts like traffic noise and a sense of danger. A buffer zone, shown in dark gray on the facing page buffers the parcels from the negative environmental effects associated with highway traffic. Options for buffering include a setback, architectural screening, vegetative screening, and buildings.

Gateway Opportunities

Primary views into both parcels exist at two key locations: the intersection of Hudson Road and Ridgeway Avenue and from the Overpass of Hudson Road over Highway 20. Gateways can be created using many features including signage, architecture and vegetation to frame and brand views. The design and development of buildings, vehicular and pedestrian infrastructure within these viewsheds should be designed in a way to celebrate and brand the development in each parcel and larger City of Cedar Falls.

Site Circulation

Vehicular

The graphic on the facing page identifies primary vehicular and pedestrian circulation within both parcels that minimizes earth moving, provides access to potential property parcels, and aligns with the planned future intersections along Ridgeway Avenue. Cross access easements are identified for potential future connections to the east and west.

It should be noted that in order to maximize the development of the western parcel, it will be necessary to construct a crossing of Dry Run Creek. Due to the existing grades and size of the creek’s drainage basin, costs for the road crossing without a combined pedestrian trail could range between \$1,800,000 - \$2,000,000. A combined vehicular and pedestrian trail could range between \$2,400,000 to \$2,700,000.

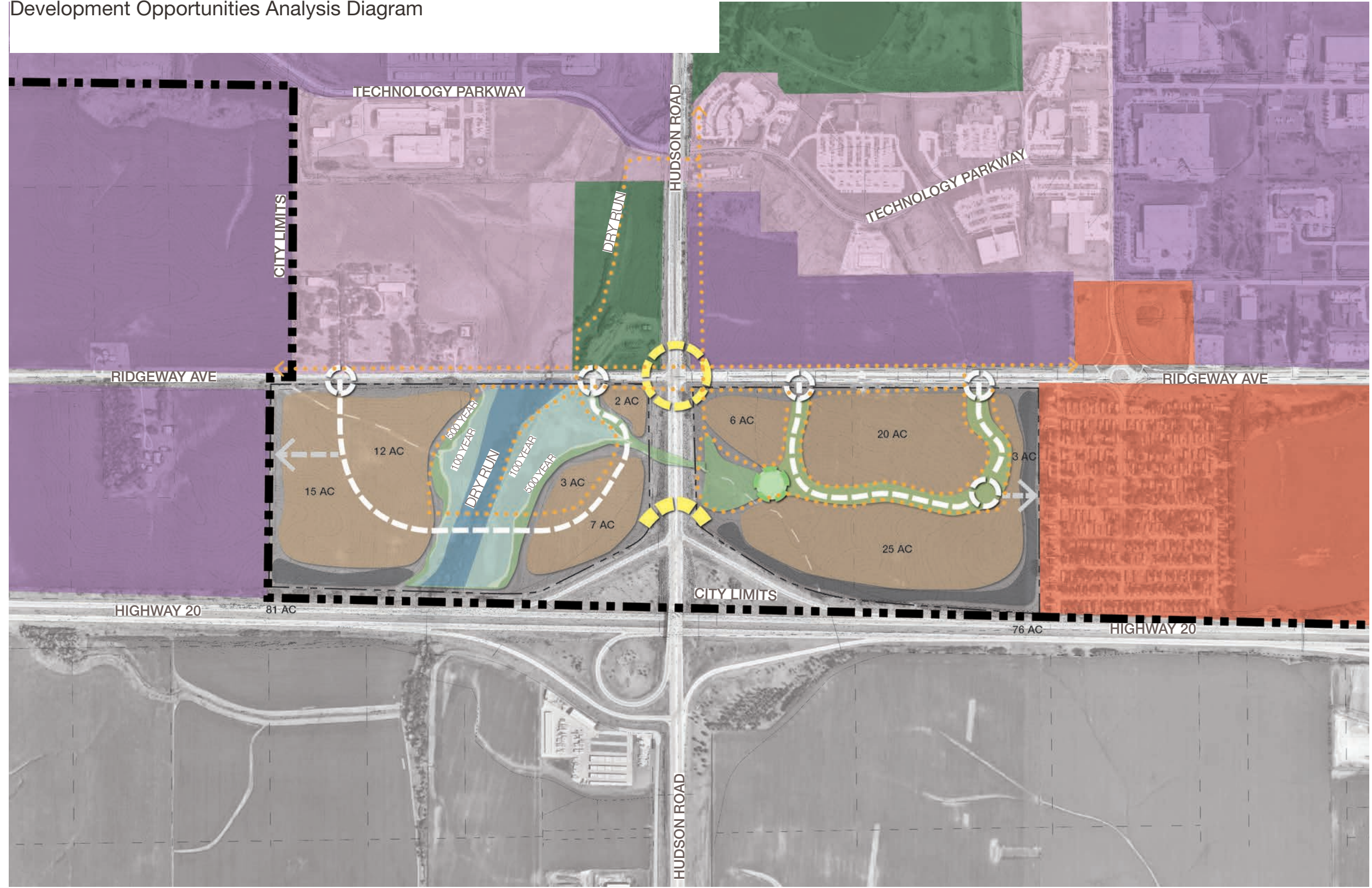
Pedestrian

Pedestrian circulation within the west parcel should be centered around Dry Run Creek for its scenic qualities and floodplain to either side. Walks outside the Dry Run Creek corridor should be located adjacent to the roadway network to minimize conflict with development. A separate pedestrian crossing of Dry Run Creek could range from \$800,000 to \$1,000,000.

Drainageways and roadway networks are key organizing elements for a trail system throughout the eastern parcel. An opportunity to incorporate green infrastructure exists at the western edge of the parcel where the roadway and drainageway meet at Hudson Road. Features that could be located in this location include a park, stormwater management practice and art installations.

Prairie Lakes Park is a major pedestrian amenity that deserves a well-designed trail connection to and from surrounding developments. Future development to the north of these parcels should consider utilizing the Dry Run Creek floodplain to create a pedestrian corridor connecting the Creekside Technology Center to the park.

Development Opportunities Analysis Diagram



Legend

- Gateway Opportunity
- Primary Intersection
- Secondary Intersection
- Primary Green Infrastructure Opportunity
- Vehicular Traffic
- Future Vehicular Traffic
- Pedestrian Traffic
- Approximate Development Area
- Green Infrastructure Opportunity
- Buffer Zone
- Flood-way

Future Land Use on Adjacent Land

- Commercial Corridor
- Industrial
- Office and Business Park
- Greenways and Floodplain

SCALE 1"=700'

0' 350' 700' 1050'

Transportation and Utilities Analysis

Transportation

The existing or planned roadway and trail network are readily accessible to provide multimodal access to the eastern parcel of the Creekside Technology Center property. Ridgeway Avenue has appropriate capacity for additional traffic and proposed internal collector roads can meet the road at planned intersections based on the development on the north side. This same planned development includes a regional trail connection on the north side of Ridgeway Avenue. The proposed master plan for the subject property will include at-grade crossings at the proposed intersections to connect to this trail.

These favorable conditions are not present adjacent to the western parcel of the property, however. Ridgeway Avenue west of Hudson Road is a rural, 2-lane road that has not been improved in years. Additionally, there are no published plans indicating that the regional trail system will get extended along Ridgeway Avenue.

Utilities

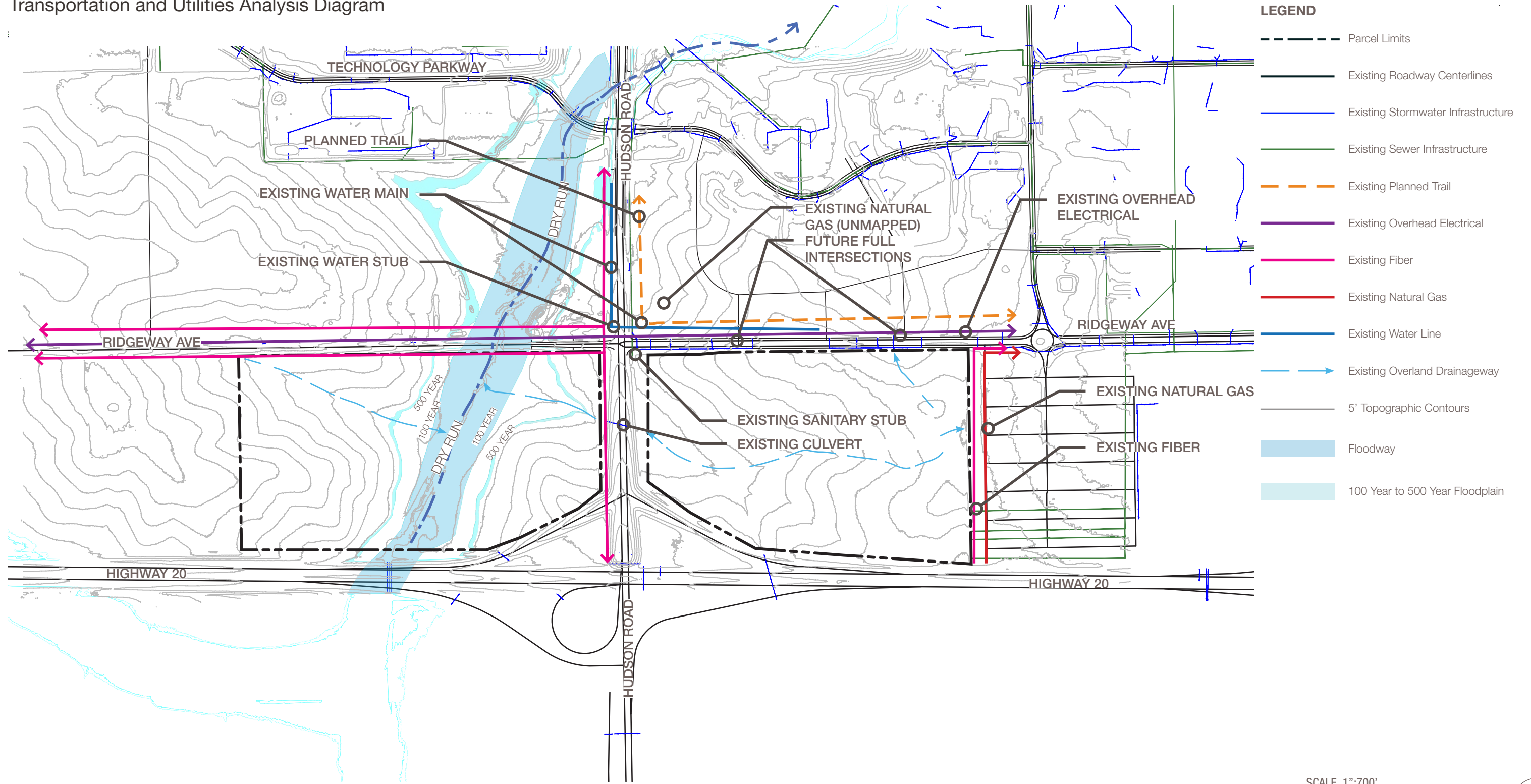
All utilities are in reasonably close proximity to both of the Creekside Technology Center property parcels, though they are much closer to the eastern parcel. The City of Cedar Falls owns and maintains sanitary sewers, and has stubbed out a 15 inch pipe to the SE quadrant of Ridgeway Avenue and Hudson Road. This should be sufficient to serve the entire eastern parcel assuming southwestern-most buildings are located near the primary loop road. The western parcel is lower, with Dry Run Creek running through it, and is unlikely to be able to connect to the aforementioned stub. It is more reasonable to assume that a separate trunk sewer will need to be extended along the Dry Run Creek alignment from the existing sewer just south of Technology Parkway.

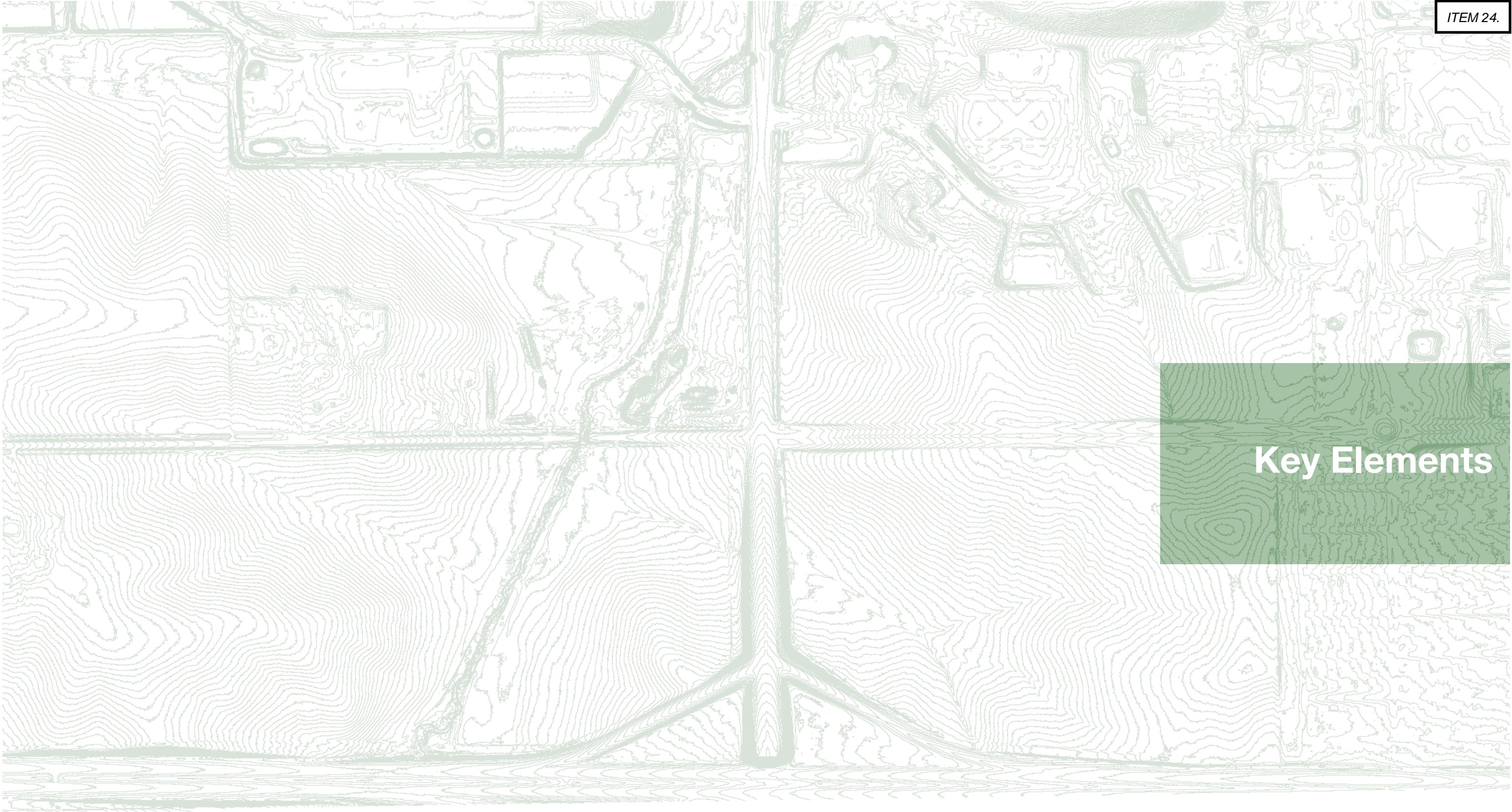
Cedar Falls Utilities (CFU) already has significant infrastructure for their various offerings in close proximity to the parcels. Water service is just across Ridgeway Avenue, starting at the NW quadrant of the intersection with Hudson Rd. From this location, distribution mains should be able to serve the western parcel, but a trenchless crossing of Ridgeway Avenue will be needed at some point. Distribution mains to serve the eastern parcel can connect just about anywhere along the main that parallels Ridgeway Avenue on the north side. Other utility services provided by CFU include electrical distribution and natural gas. Electrical is near both of the Creekside Technology Center parcels, with a distribution line along the north side of Ridgeway Avenue for the length of both frontages. Natural gas is currently stubbed at the NE corner of the eastern parcel and is also extended to the new hotel north of Ridgeway Drive and west of Cyber Lane. Communications services include video, internet, and telephone through CFUs award-winning, high-bandwidth, fiber optic network. Fiber optic cable is present along the west side of Hudson Road and along the eastern boundary of the eastern parcel. In summary, all potential utility and communication needs for development are feasibly obtainable.

Storm Water Management

Based on review of the existing contours and assuming that proposed development will not significantly change the runoff patterns, it appears that most of the runoff generated within the two parcels stay within them, eventually concentrating in swales that lead to Dry Run Creek. The majority of the eastern parcel drains in a swale to the west and crosses under Hudson Road through a 66-inch diameter culvert to the western parcel. A small subcatchment in the northeast corner of the eastern parcel drains north to a culvert and storm sewer network along Ridgeway Avenue. Any proposed development will be subject to strict storm water ordinances that ensure the existing infrastructure will be adequate to convey any runoff released from the two parcels.

Transportation and Utilities Analysis Diagram





Key Elements

Key Elements

Land Uses and Market Study

The market study, which can be found in greater detail in the Appendix, confirmed that this highly visible site, near current commercial and business uses, favored development for general office, business and technology park, light industrial, and possibly as a site for a major corporate campus. A small amount of retail would likely be viable, primarily the type that would be supported by the workers of the surrounding commercial areas, commuters and nearby hotels (such as a restaurant). Residential uses were explored but because of the lack of proximity and connectivity to other residential areas, would feel fragmented if developed as part of this effort. Furthermore, residential uses would not be the highest and best use of this highly visible and valuable land located at a major highway interchange.

Market Analysis, Buildout Projections and Strategy

Office, industrial and support retail uses remain the most valuable and desirable uses for this study area. The market analysis projects the total combined 10-year demand for these uses on the subject property to be 255,000 to 440,000 sq. ft.

Based on these demand rates, the subject property as master planned is projected to take 30 to over 60 years to be fully developed. As this property and the area around it continues to develop, the rate of development may increase. Furthermore, factors such as landing a major corporate campus or other significant single user can significantly shorten this timeline.

However, even with full build-out not projected to occur for many years, patience should be employed with the development process, as parcels with highway interchange frontage and visibility as well as municipal services and public utilities are limited and not easily acquired. Having these parcels available and in-stock for office, industrial, flex and research and development space will keep the City of Cedar Falls at the front-of-the-line when competing with the region for new business development and corporate campuses.

Estimating Demand

The subject property will draw demand support for office and industrial development from employment growth occurring across Black Hawk County and four much smaller adjacent counties (Iowa Workforce Region 7). Region-wide demand square footage, per decade, is summarized in the tables below.

Regional 10-year Office Demand Projections

	2018 Jobs	Pct. In Office Space	Est. S.F. per Office Job	Current Office Space (sf)	10-yr Growth Rate	10-yr Office Space Growth
Healthcare	14,620	25%	250	913,750	1.5%	144,043
Finance/Insurance	4,150	80%	250	830,000	1.5%	134,760
Prof/Tech Svcs	3,323	80%	250	664,500	1.6%	113,150
Admin/Support	3,725	50%	250	465,625	1.7%	83,450
Management	935	85%	250	198,688	2.1%	45,007
Real Estate	998	50%	250	124,688	1.0%	12,595
Education	13,083	5%	250	163,531	0.7%	11,086
All Other	59,045	mixed	250	703,594	mixed	15,682
Total*	99,878			4,064,375		559,771
				Subject Capture		
				low	20%	112,000
				high	30%	168,000

Source: Labor Market Information Division, Iowa Workforce Development (Long-term industry forecasts from the for 2016 to 2026 were converted to 2018-2018, based in part on Short-term forecasts for 2017-2019); and Leland Consulting Group

Regional 10-year Industrial Demand Projections

	2018 Jobs	Pct. In Industrial/Flex Space	Est. S.F. per Industrial Job	Est. Current Industrial Space (sf)	10-yr Projected Growth Rate	10-yr Industrial/Flex Growth (s.f.)
Manufacturing	17,788	25%	500	8,449,063	0.4%	312,319
Transport & Warehousing	3,875	80%	1,500	5,231,250	1.1%	583,486
Wholesale Trade	3,510	80%	1,000	3,334,500	0.2%	67,774
All Other	74,705	mixed	250	1,244,381		126,794
Total*	99,878			18,259,194		1,090,373

Source: Labor Market Information Division, Iowa Workforce Development (Long-term industry forecasts from the for 2016 to 2026 were converted to 2018-2018, based in part on Short-term forecasts for 2017-2019); and Leland Consulting Group

As outlined in greater detail in the full market analysis appendix, the subject property is well-suited to capture a significant share of both industrial (including flex and R&D space) and office development projected for the region, including approximately:

- 110,000 to 220,000 square feet of flex/R&D space per decade
- 110,000 to 168,000 square feet of office space per decade

In addition, drawing on a smaller market area comprised of southern Cedar Falls, Hudson, and a small portion of Waterloo, the site has the potential to capture retail demand of approximately 30,000 to 55,000 square feet per decade – focused primarily on food service/dining, personal services, storefront medical and financial office services, and convenience retail serving the growing daytime employment population and underserved south Cedar Falls neighborhoods.

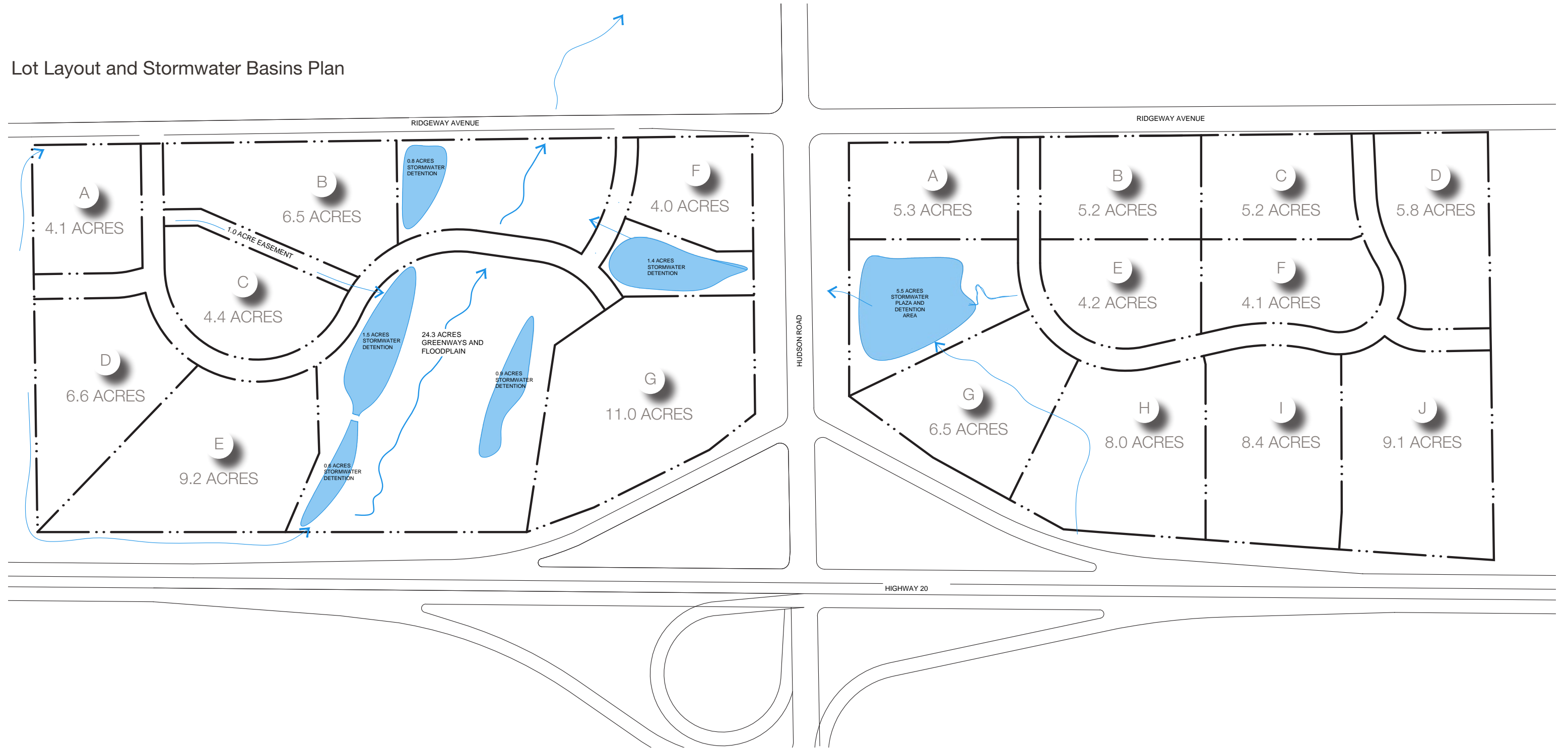
Market Analysis Conclusions: Why Cedar Falls? Why This Site?

- The mid-sized “twin cities” market of Waterloo-Cedar Falls is distant enough from any competing urban area to have its own market identity and regional influence, but not large enough to avoid some level of dependence, especially with metropolitan Des Moines, its primary regional neighbor.
- While the city of Cedar Falls has a number of major highway entry points, its southern gateway is particularly important to the city’s image and economic role, both because of this relationship to Des Moines and because of the presence of the University of Northern Iowa just to the north.
- This favorable location within the metro has already begun to yield positive market effects, capturing a significant share of the Waterloo-Cedar Falls new commercial development over the past decade –
- primarily in the form of office, flex/R&D, light industrial, and lodging development in and around the Cedar Falls Technology Park.
- The subject property is well-situated to capitalize on this momentum, taking advantage of potentially excellent visibility and access, along with natural drainage features that can serve as a centerpiece to a superior site design.
- While central Waterloo does pose some new competitive threat with recent investments in their Technology Works project (an adaptive re-use of older John Deere facilities into incubator and related tech space), the subject property is sufficiently differentiated from that competition – with more of a focus on commercial users that are “going concerns,” less reliant on subsidized start-up amenities.
- The subject property also has strong potential to develop as a purpose-built hub for dining and service retail targeted to the growing southwest metro employment concentration. Existing competition is thus far somewhat scattershot and lacking in the kind of shared site amenities and walk/bike-friendly connectivity that the subject property could offer.
- Finally, the site in question represents an opportunity to shore up the aesthetics of what appears to be a permanent gateway location (given that the municipality of Hudson, to the south is already allowing warehouse/light industrial development up to the Cedar Falls border).

Phasing Plan



Lot Layout and Stormwater Basins Plan



Absorption and Phasing

The preferred site plan vision shown here is ambitious – appropriately so for a key remaining assembly of highway-fronting commercial land in Cedar Falls. While the aggressiveness of the plan is warranted given the prime site and the strong momentum currently enjoyed by the city, it translates into an absorption horizon that could consume several decades under reasonable market assumptions. As such, the phasing for the site’s development needs to be flexible yet strategic.

Because the western parcel has potential value as a high amenity, high design campus-styled site that would be suitable for a major corporate user, it makes sense to preserve that site until such a user can be identified and successfully recruited. The eastern parcel lacks the full upside potential of the west side, due to its largely featureless topography, but shares important site attributes such as visibility, access, traffic volume and proximity to fast-growing commercial land uses.

Thus, we recommend making infrastructure improvements and marketing development parcels into five phases starting with the west half of the east parcel. It is assumed for phases 2, 4 and 5 that the road stub outs will be installed only as periphery development pressure requires. Also, water service may need to be fully constructed for along each proposed road loop, prior to the roadway pavement, if required pressure can’t be achieved with dead-end transmission mains. However, all loop roadway pavement will be installed per phase.

Phase 1:

Sanitary service will be provided at the northwest corner of this parcel and utilities will be extended to accommodate the 1st phase starting with the roundabout at Cyber Lane. This allows development of east side Lots A, B, E,G, and H as well as the stormwater plaza and associated wet basin.

Phase 2:

This phase extends the east parcel’s loop road, finishing at the roundabout on Ridgeway and Waterway Avenues. A portion of Phase 2 drains north to a culvert that crosses under Ridgeway Avenue. Per the proposed storm water management plan, the city would need to construct the off-site regional detention basin, north of Ridgeway Avenue before that portion of Phase 2 is developed. With the completion of this phase, the Creekside Technology Center’s east parcel would be complete adding lots C, D, F, I and J.

Phase 3:

West side project development will begin starting at east end of that parcel. The implementation of this phase should occur only after other major city infrastructure improvements are made such as signaling the intersection of Ridgeway Avenue and Hudson Road, and the bridge improvements over Dry Run Creek. Two dry stormwater detention basins will be constructed as part of this phase along with other improvements such as creek restoration, soft trails, low water crossings, prairie and trees to the flood plain area east of Dry Run Creek. This phase allows for the development of highly visible west side lots F and G.

Phase 4:

This phase requires the least infrastructure development by installing a short road spur off Ridgeway Avenue on the northwest corner of the site and allows development of west side lots A and B. One dry stormwater detention basin is associated with this phase.

Phase 5:

This phase requires the largest infrastructure investment and includes not only significant roadway length, but the bridge over Dry Run Creek, as well as dry stormwater detention basins. This completes the Technology Center by allowing development of west side lots D and E.

Phases 3, 4, or 5 could concurrently occur with phases 1 and/or 2 depending on market conditions and if a prospective flagship user for the west parcel can be secured. The approximate maximum square footage at full build out along with an estimated build-out time frame is listed below.

- Phase 1: maximum approx. 430,000 SF - 20 yrs. estimated build-out
- Phase 2: maximum approx. 405,000 SF – 20 yrs. estimated build-out
- Phase 3: maximum approx. 160,000 SF – 8 yrs. estimated build-out
- Phase 4: maximum approx. 165,000 SF – 8 yrs. estimated build-out
- Phase 5: maximum approx. 235,000 SF – 10 yrs. estimated build-out

Circulation and Trail Connections

This low impact master plan development contains vehicular circulation and lot layout designed to require minimal grading and promote straightforward stormwater flow. Vehicular circulation on both parcels is simple, with each containing a primary loop road connecting to Ridgeway Avenue in two locations. The east parcel contains a dead-end spur to the east for future development and the west parcel contains a dead-end spur to the west for future development as well as a cul-de-sac spur terminating at an office complex on the south east portion of that parcel.

Both roadway corridors contain central boulevards and entry landscaping to increase aesthetics, soften the impact of infrastructure and elevate the design desired for this southern gateway to Cedar Falls. Boulevards should be predominately planted as lawn to limit maintenance costs.

Access points to parking areas from the roadway are aligned to minimize the number of conflict points along the primary corridors.

Throughout the development, walks are provided along both sides of the streets to encourage safe pedestrian movement. Tree-lined streets, and parking lot landscape screening enhance the pedestrian experience. East side trails run through the north-central portion of the site and around the stormwater plaza and wetland basin area. The west parcel design includes a trail along along the drainage easement and also capitalizes on the natural flood plain areas by providing mulch chip/mown trails that meander in a loop, traversing Dry Run Creek at two low water crossings. This loop trail provides a nature-oriented experience for those working or living nearby who wish to take advantage of it. Trails within this project connect to the greater Cedar Falls trail system, and the trails proposed along Dry Run Creek are intended to continue north along the creek to Prairie Lakes Park in the future.

Utilities

All utilities are in reasonably close proximity to both east and west project parcels, though they are significantly closer to the eastern parcel. The City owns and maintains sanitary sewers and has stubbed a pipe to the SE quadrant of Ridgeway Avenue and Hudson Road capable of serving the entirety of the east property parcel. A proposed sewer along Dry Run Creek will serve the west side. Further study may be needed to determine if upsizing of the sanitary sewer is needed to serve future development to the west of this parcel or if existing service in the area should be extended since extension of existing services in the region could potentially result in extreme sewer depths.

Other utilities such as electrical, natural gas and communications services can be feasibly obtained for the project. See the Phase One document for a description of available services and utilities diagram.

Stormwater Strategy

The current trend in storm water management is to implement Best Management Practices (BMP) as much as possible at the upper reaches of basins. This approach involves implementing practices on individual lots that reduce the amount of, and improves the quality of, stormwater runoff to receiving waters. In many cases, this approach reduces or eliminates the need for detention of runoff before it leaves the site. While this approach is still possible for the subject properties, the City directed us to take a more traditional approach, which includes regional detention basins that outlet into Dry Run Creek.

Conceptual design of these regional detention basins was based on City’s stormwater ordinance and processes described in the Iowa Storm Water Management Manual. At this early stage of planning, several assumptions were needed, including that the existing runoff basin boundaries and flow paths would not change significantly when the sites are developed. Of course, significant changes to the runoff regime, such as changes in land use and conveyance elements, were included in the hydrologic model for the proposed development.

As might be expected, a comparison of the runoff hydrographs of the natural condition, assumed to be undisturbed prairie, and the developed condition, reveals glaring increases in both peak discharge and volume. This requires detention basins with a significant amount of available storage volume. The individual basins are shown in the Appendix and the summary of the required storage volumes are shown in the following table.

Basin ID	Pond ID	Natural 2-Year Peak Flow (CFS)	Developed 100-Year Peak Flow (CFS)	Required Storage Volume (AC/FT)	Notes
W1	PW1	16.1	134.8	6.0	Also receives flow from PE1
W2	PW2	23.5	338.8	12.5	
W3	PW3	10.8	101.9	4.2	
W4	PW4	17.8	129.2	4.6	
E1	PE1	34.9	431.8	22.5	
E2	N/A	14.8	64.9	1.5	No room for on-site detention. City should provide at planned regional facility, north of Ridgeway Avenue.

It should be noted that the proposed detention basins can be aesthetically appealing as shown in the ISWEP brochure included in the Appendix. This brochure refers to stormwater wetlands but they function as detention basin above any permanent pool elevation.

Dry Run Creek Assessment and Recommendations

The stretch of Dry Run Creek from US 20 to Ridgeway Avenue was inspected in late spring to identify opportunities to stabilize and enhance this natural topographic feature. A technical memo describing the site visit and recommended improvements is provided in the Appendix.



ITEM 24.

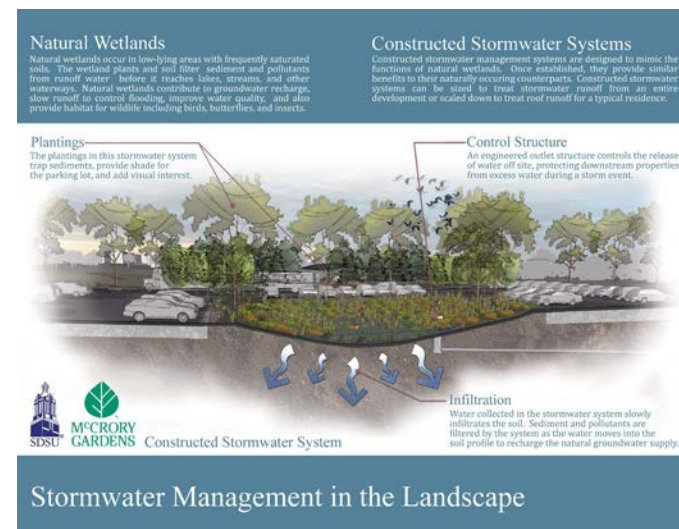
Public Space

An enhanced wet stormwater basin, stormwater plaza and open lawn are proposed to serve those in the eastern half of the development and provide a visual focal point from the Hudson Road gateway. The plaza presents numerous opportunities to feature stormwater elements such as artful rainwater design to highlight the collection and treatment of water. The goal is to bring the plaza area to life during rain events and provide interpretive stormwater signage as an educational resource. This signage should feature the stormwater plaza and wetland detention basin and all other stormwater practices in use throughout the development. Green space near the plaza provides a space for the public to sit, play, and use the trail loop around the basin. Wayfinding lighting such as illuminated bollards or light columns are proposed at the stormwater plaza to provide a low-maintenance sense of security and ambience to the space.

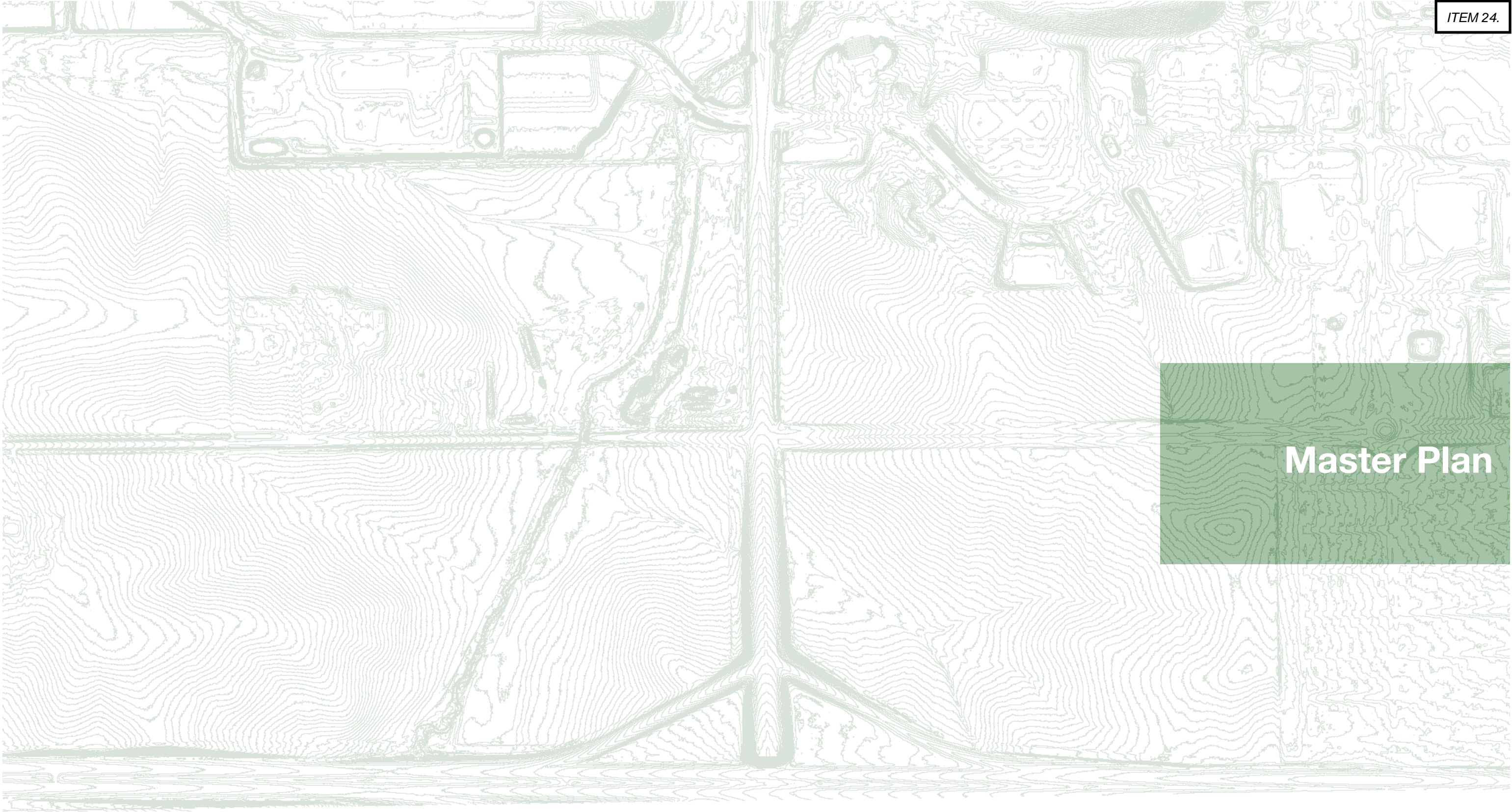
Additional green space is located throughout the development and should be used to enhance the areas further away from the plaza district through plantings, small seating nodes and pedestrian transition zones as illustrated on the plan.



McCrory Gardens in Sioux Falls, SD
Source: Confluence



Manassas Park Elementary School Landscape in Manassas Park, VA
Source: <https://www.asla.org/2011awards/456.html>



Master Plan

Master Plan Concepts

East Parcel

The east parcel is planned primarily for office and light industrial uses on 4 to 9-acre lots, typically desired by single-tenants. Some parcels can be combined to accommodate either a larger single-tenant or multi-tenant business park with flex-space. Buildings are 2 to 3 stories and parked at 3 stalls per 1,000 square feet of gross floor area (GFA).

The high visibility lot at the northwest corner of the site has been identified as a potential hotel and/or retail center to provide support for out-of-town clients and employees of businesses within the technology center. Limited retail can also be included within the other parcels that front Ridgway Avenue to provide additional support services and capitalize on high visibility lots.

Landscape buffers are designed to screen parking fields from views outside and within the technology center. Building locations and form are designed to frame the streetscape, minimize parking lot visibility from the interior loop road, and provide a sense of security for pedestrians.

OFFICE AND LIGHT INDUSTRIAL: 660,000 SF GFA
56.5 AC

RETAIL/HOTEL: UP TO 100,000 SF GFA
UP TO 5.3 AC

- | | | | |
|--|--|---|--|
| A HOTEL + RETAIL BUILDING - 3 TO 4 STORIES
5.3 AC PARCEL / 75,000 - 100,000 SF GFA | F OFFICE BUILDING - 2 TO 3 STORIES
4.1 AC PARCEL / 40,000 - 60,00 SF GFA | K BOULEVARD WITH GREEN
INFRASTRUCUTRE | P NATIVE LANDSCAPE SCREENING |
| B OFFICE BUILDING - 2 STORIES
5.2 AC PARCEL / 75,000 SF GFA | G OFFICE BUILDING - 3 STORIES
6.5 AC PARCEL / 85,000 SF GFA | L PUBLIC PLAZA | Q CULVERT CONNECTING TO
RIDGEWAY STORM SEWER |
| C OFFICE BUILDING - 2 STORIES
5.2 AC PARCEL / 75,000 SF GFA | H OFFICE BUILDING - 2 TO 3 STORIES
8.0 AC PARCEL / 85,000 - 130,000 SF GFA | M STORMWATER WETLAND
5.5 AC PARCEL | R GATEWAY SIGNAGE |
| D OFFICE BUILDING - 2 STORIES
5.8 AC PARCEL / 80,000 SF GFA | I OFFICE BUILDING - 2 TO 3 STORIES
8.4 AC PARCEL / 90,000 - 140,000 SF GFA | N CULVERT CONNECTING TO
WEST PARCEL | S ROADWAY STUB OUT TO EAST |
| E OFFICE BUILDING - 2 STORIES
4.2 AC PARCEL / 40,000 SF GFA | J OFFICE BUILDING - 2 TO 3 STORIES
9.1 AC PARCEL / 90,000 - 140,000SF GFA | O 1/4 MILE TRAIL | |





View from northwest corner of east site towards the southeast

West Parcel

The master plan for the west parcel provides for office and light industrial lots that range from 4 to 11-acres with a large central open area along existing floodplain and creek. Buildings are 2 to 3 stories and parked at 3 stalls per 1,000 square feet gross floor area (GFA).

The lot at the northeast corner of the site may include a small amount of retail to support area business development. The largest lot at the southeast of the parcel includes many desirable features including visibility from the highway, an entry drive and views overlooking Dry Run Creek. This parcel is particularly well suited for a corporate campus or flagship business location.

A vehicular and pedestrian bridge allows traffic to flow seamlessly across Dry Run Creek and provides an opportunity for further branding of the technology center. Strategic landscape buffers along the edges of parking throughout the technology center screen views into the site and minimize the visual impact of larger parking fields.

OFFICE AND LIGHT INDUSTRIAL: 450,000 SF TO 560,000 SF GFA
41.8-45.8 AC

RETAIL: UP TO 40,000 SF GFA
UP TO 4 AC

- A** OFFICE BUILDING - 2 TO 3 STORIES
4.1 AC PARCEL / 45,000 - 65,000 SF GFA
- B** OFFICE BUILDING - 2 TO 3 STORIES
6.5 AC PARCEL / 70,000 - 100,000 SF GFA
- C** OFFICE BUILDING - 2 STORIES
4.4 AC PARCEL / 45,000 SF GFA TOTAL
- D** OFFICE BUILDING - 2 STORIES
6.6 AC PARCEL / 70,000 SF GFA
- E** OFFICE BUILDING - 2 TO 3 STORIES
9.2 AC PARCEL / 100,000 - 120,000 SF GFA

- F** OFFICE + RETAIL - 2 STORIES
4.0 AC PARCEL / 40,000 SF GFA
- G** OFFICE BUILDING - 3 STORIES
11.0 AC PARCEL / 120,000 SF GFA
- H** DRY CREEK RUN / GREENWAYS AND
FLOODPLAIN - 24.3 AC
- I** DRY STORMWATER DETENTION
5.2 AC COMBINED
- J** NATIVE LANDSCAPE SCREENING



- K** BOULEVARD WITH GREEN
INFRASTRUCTURE
- L** PEDESTRIAN + VEHICULAR BRIDGE
- M** ROADWAY STUB OUT TO WEST
- N** NATIVE LANDSCAPE SCREENING
- O** STORMWATER EASEMENT AND
PEDESTRIAN TRAIL - 1 AC

- P** EXISTING BRIDGE REPAIR WITH
STORMWATER IMPROVEMENTS AT
RIDGEWAY AVE + DRY RUN CREEK
- Q** NATURAL SURFACE PEDESTRIAN
PATH WITH LOW WATER CROSSINGS
- R** GATEWAY SIGNAGE



View from southeast corner of west site towards the northwest



View from northwest corner of east site towards the southeast



SCALE 1":300'



Community Gateway Recommendations

Hudson Road is a major roadway and one of the primary entrances to Cedar Falls from Highway 20 — especially for those traveling to the University of Northern Iowa campus. The intersection of Hudson Road and Ridgeway Avenue is an opportunity to brand not only the Creekside Technology Center, but the City as a whole. The focus of this section is to define design concepts of gateway signage and entry signage within the project area.

Gateway Signage

Hudson Road and Ridgeway Avenue are generally elevated above the landscape to connect to Highway 20 and drain stormwater. In order to achieve appropriate prominence and scale, gateway signage should be located on an elevated ground plane that raises the sign above the adjacent roadways. The speed of traffic, size of the intersection and clear zone at the intersection of Hudson Road and Ridgeway Avenue also requires that the sign be sized large enough to be legible from a significant distance. University Avenue includes a similar gateway sign that includes a limestone veneer, horizontal orientation and an illuminated lantern with the city logo cutout, but at a smaller intersection. Gateway signage in this location should be based on the University Avenue signage, but be increased in size.

Symmetrical signs on the east and west sides of Hudson Road will enhance the sense of arrival for those traveling from the north and south. Rotating the signs 45 degrees will allow for a double-sided sign that is legible from both Hudson Road and Ridgeway Avenue. The inclusion of accessory features such as limestone columns, also included as part of the signage at University Avenue, will help to increase the prominence of the gateway signage at this busy intersection.

Development Entry Signage

Existing development entry signage precedents at the technology center to the north of this project should inform the development entry signage at this location in materiality and form to maintain aesthetic continuity across similar developments. Development entry signage should be located in a visible location parallel to Ridgeway Avenue at all intersections within Creekside Technology Center



View north from Hudson Road



View from Hudson Road to northeast

Design Guidelines

Design Guidelines

Design Intent

In order to ensure the Creekside Technology Center reaches its full potential and is developed in a uniform and manner consistent with the Master Plan, a minimum level of design guidelines should be established for the property. Doing so will help ensure that it is developed as a quality business park that will become a long-term asset for the community. The following is a set of general design guidelines for consideration as a supplement to the standards contained within the Business/Research Park District (BR) and the Highway 20 Commercial Corridor Overlay District (HWY-20). These guidelines may be incorporated via an ordinance revision.

Conceptual Master Plan

The conceptual Master Plan developed for the study area is intended to serve as an example for how the property can be developed with a variety of parcel and building sizes and shapes over multiple phases. The specific roadway layouts and lot sizes will be determined as the property is developed.

The overall intent is that this property will be platted into individual lots - each served by public streets and utilities. Stormwater will be managed with a combination of on-site and shared facilities to address water volume and quality. As depicted in the Master Plan, buildings should be generally 2 to 3-stories in height and oriented to the adjoining streets. Parking lots should be well landscaped and interconnected between adjoining lots when possible. All areas not essential for circulation, parking, building or service shall function as open space. Open space should be generous and include amenities such as trails, water features, and natural areas. Buildings should be designed following good architectural principals and surfaced with a variety of high-quality, durable materials.

Intended Land Uses

The following are the desired uses within the Master Plan area in order to fully maximize the potential as a professional business park development. Further included are uses that should be prohibited.

Permitted Uses:

- Corporate and professional office type uses including medical service providers and banks.
- Laboratories, testing facilities, research offices, and light manufacturing or assembly where all activities occur entirely within the principal structure, there is no outdoor storage, and there is no semi-truck traffic utilized to transport goods manufactured or sold.
- Civic, educational, vocational facilities and governmental type uses.
- Limited retail uses and personal services businesses intended to support the business park including restaurants, coffee shops, office supply stores and retail shopping businesses, childcare centers, dry cleaners, fitness centers, and gyms.
- Hotels.
- Recreational clubs

Prohibited Uses:

- Single-family and multi-family residential dwellings.
- Adult entertainment businesses.
- Delayed deposit service business including check cashing, payday lending, car title loan businesses.
- Pawnshops.
- Auto, truck, construction and farm equipment-oriented businesses including dealers, service centers, repair shops, car or truck washes, gas stations, and new and used sales lots.
- Warehouses, including mini- and self-storage facilities, shipping and distributions centers.
- Manufacturing or assembly uses and other industrial uses that include outdoor storage and/or utilize semi-trucks for delivery of products to and from the business.
- Other uses prohibited by the underlying zoning.

Bulk Regulations

- Min. Lot Size: 2-acres.
- Min. Lot Width: 100-feet, measured at the front yard setback line.
- Front Yard Setback: 15-feet from all public street rights-of-way including highway frontage.
- Side and Rear Yard Setback: 20-feet from all internal lot lines, 30-feet from boundary of Master Planned area.
- Min. Separation Between Buildings Not Attached: 20-feet.
- Min. Building Height: 20'
- Min. Open Space: 30% defined as any area not encumbered by a building or paved area and may include credit for shared open space and stormwater management areas.

Parking Standards

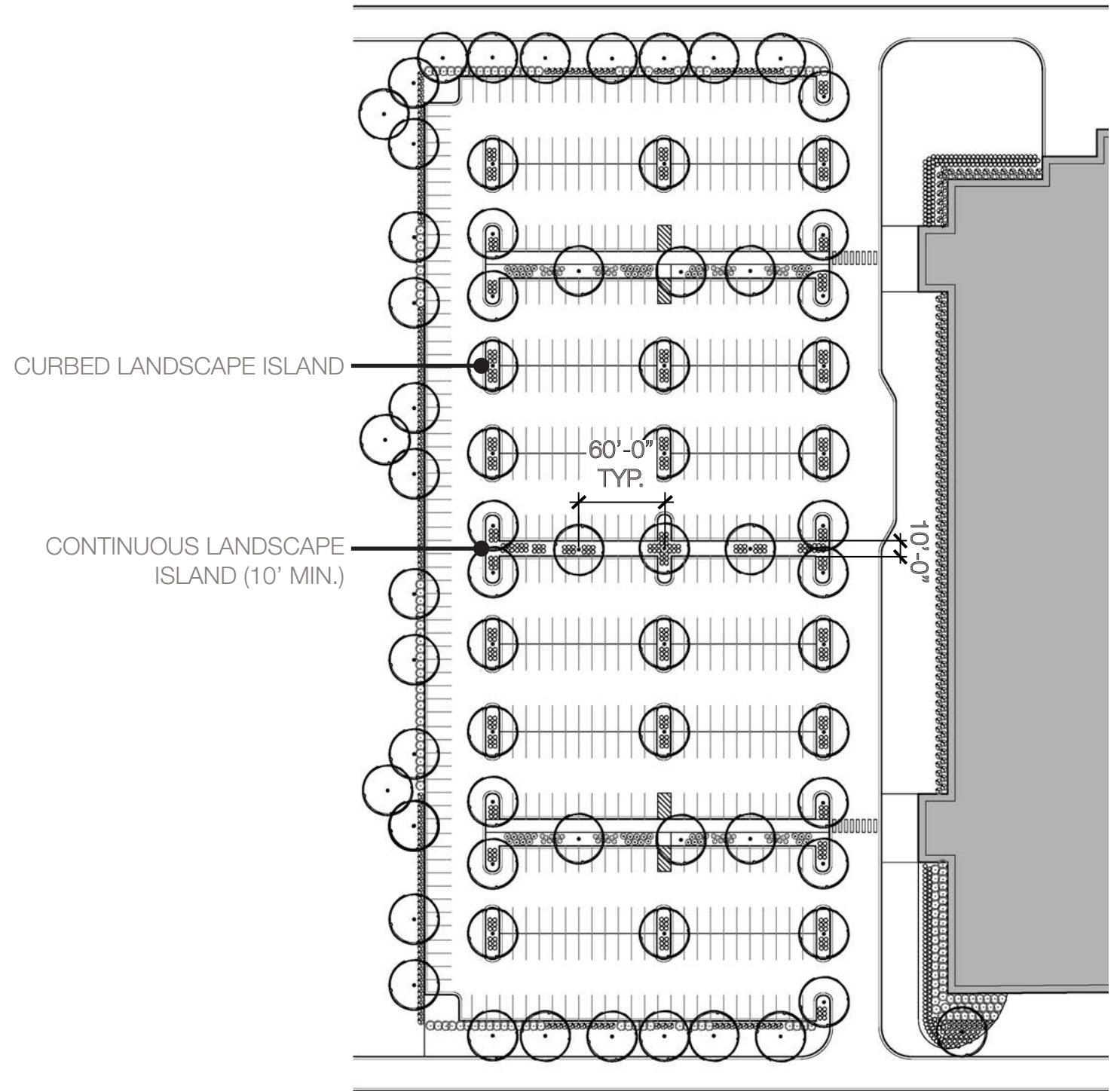
All off-street parking spaces, driveways, drive aisles, and loading areas shall be paved per City standards. Parking required shall also be as determined by City Code. Shared parking between off-peak uses within the Master Plan area is encouraged. Parking should not be located between a building and any adjoining street.

Landscaping

All areas not encumbered by buildings, structures, or paving should be landscaped with a combination of turf grass, ornamental grasses, plant beds, shrubs, and trees. Wood-based mulch should be used around all plantings and in all plant beds. Inorganic ground cover material, including rock, chip brick, and synthetic turf, is discouraged except in limited application along building foundations and around drainage structures. Landscaping should at a minimum, meet the standards required for the Business/Research Park District (BR), plus the following:

Parking Lot Landscaping:

- **Parking Lot Design Standards** - All rows of parking should be terminated with a curbed landscaped island. No off-street parking or loading area should be more than 100 feet from a deciduous shade tree located within a landscaped open space area. Sidewalks that abut the front edge of any parking stall should be no less than seven (7) feet wide to accommodate a two (2) feet vehicle overhang. A minimum of every third parking lot bay shall contain a continuous landscape island for the length of the bay excluding the area immediately adjacent to any handicap parking areas. These continuous landscaped islands shall be a minimum of ten foot (10') contiguous planting area and provide an average of one (1) overstory tree for every sixty linear feet (60') of landscaped bed. Green infrastructure such as landscaped biocell islands may double for the landscape island requirements as long as the overstory tree requirements are still met. In lieu of placing the trees within the continuous biocell island, they may be placed in islands along the adjacent row of parking.
- **Parking Lot Landscaping Requirements** - All parking lot islands should be landscaped with a combination of turf grass, prairie grass plantings, plant beds, shrubs, and trees. Rock, chip brick, pavers, pavement and similar hard surfacing should not be permitted within a parking lot island except sidewalks or pavers may be placed within a parking lot island as necessary to accommodate pedestrian circulation. No less than one (1) deciduous shade tree should be planted within each required landscaped island.
- **Parking Lot Screening Requirements** - Whenever an off-street parking area fronts a public street, a minimum three (3) foot tall vehicle headlight screen should be installed between the parking lot and the adjoining street. This screen can be constructed with a combination of prairie plantings, dense deciduous and evergreen shrubs, ornamental grasses, earth berming, and low masonry walls.



Continuous Island Illustration

Stormwater Management: Each individual lot shall be designed at a minimum, to provide controls for the Water Quality storm, defined as a rainfall event of 1.25 inches in depth. These minor and relatively low-cost improvements are very effective at capturing and filtering the higher level of contaminants associated with these frequent storms and can be attractive enhancements adjacent to impervious areas such as building roofs and paved parking area. Impervious areas providing stormwater detention or retention should be landscaped. Areas closer to buildings and street rights-of-ways should be detailed with a higher level of finish. Treatment of the retention pond edge should take into consideration erosion control and aesthetics.

Building Foundation: Building foundation plantings should be installed and maintained next to and along no less than fifty percent (50%) of the frontage of all building foundation lines that face or front a public street. Building foundation plantings should consist of a combination of low height plant materials such as shrubs, ornamental grasses, and perennials, and may be installed at grade, in raised planters, or within decorative plant containers. The minimum depth of all foundation plant beds, planters, and containers should be three (3) feet.

Streetscape: One (1) deciduous shade tree (minimum 8-foot tall) at planting should be planted for every 50 feet of street frontage, not including driveways. Periodic clusters of ornamental grasses and/or shrubs should be repeated along the streetscape at an average interval of one (1) cluster or grouping for every 50 feet of frontage.

The trees and grasses/shrub clusters should be located within the street right-of-way, between the public street and any sidewalk or trail. These plantings may be grouped or spaced at varying intervals as needed to address placement limitations and restrictions.

Buffers: A fifty foot wide landscaped buffer should be installed along Hudson Road and the Highway 20 frontage to help soften and enhance the highway corridor and entryway. Furthermore, a 30 foot wide landscaped buffer should be installed along the east boundary of the east site to buffer the neighboring properties. Each buffer park should generally have two (2) deciduous shade trees, three (3) coniferous trees, and six (6) shrubs planted for every 25 linear feet of buffer.

Building Design Standards

All buildings constructed within the Master Plan area should comply with the following standards.

Massing, Proportions, Trim, and Pedestrian Scale: All buildings should employ recognized architectural styles and design principals on all sides (four-sided architecture) and be proportional, with elements in scale, and designed with a top, middle, and bottom. For example, buildings with three (3) or more stories in height should have masonry or stone (heavy) bases and generally have low-slope roofs with heavy cornices versus pitched, residential style roofs that may be out-of-scale with the building. Building exterior materials should be applied in an authentic and honest manner reflecting the materials purpose, weight, and typical use in order to convey a sense of strength and durability.

Except where architecturally unsuitable, appropriately scaled trim should be included around all window and door openings, building corners, roof lines, and façade material transitions located on primary facades. All building soffits, overhangs, and cornices should be appropriately scaled and based on the architectural style. If used, shutters should be in scale with the adjoining opening and be operational or have the appearance of being operational and functional as a true shade or shutter.

Awnings, overhangs, and projections over walkways and building entries should be of an appropriate pedestrian scale and height. Clear fenestrations should be located along all street facing facades and along pedestrian walkways to add visual interest for the motoring and walking public.

Buildings or building elements that do not follow a recognizable architectural style, are not proportional in scale, do not employ four-sided (applied to all building facades), do not follow recognized architectural design principals, or do not have pedestrian scale elements are the street level and entryways should not be considered as meeting the intent and requirements of this section.

Exterior Materials: All exterior building materials should be utilized in the application as intended by the manufacturer and follow proper installation requirements and standards, including management of water migration and installation of appropriate substrate material.

Primary and Secondary Façades: For the purposes of this section, “primary façade” means all street-facing and highway-facing façades and facades with a building’s main entrance. Buildings may have more than one primary façade. All other facades are “secondary” facades.

Exterior Material Classes: For the purposes of these guidelines, all exterior building materials are to be divided into three classes as further defined herein: Primary, Secondary, and Limited. Primary materials should be utilized along all Primary Facades. Secondary materials should be limited to use in Secondary Facades. Limited materials should only be used in limited amounts as trim elements.

- Primary Materials: Include the following and other comparable or superior materials.
 - Fired clay brick, full-veneer masonry wall system
 - Fired clay thin brick, adhered to a wall with the appearance of full brick
 - Natural and synthetic stone, veneer and paneling
 - Glass, curtain wall and/or glass cladding system (clear glass)
 - Spandrel glass
 - Burnished/ground-faced concrete block (color integral)
 - Architectural quality precast concrete panels (color integral)
 - Architectural quality composite metal wall panel systems (concealed fasteners)
 - Other comparable or superior materials

- Secondary Materials: Include the Primary Materials and the following:
 - Split-faced concrete block
 - Brick, stone, or burnished block that is painted
 - Cast-in-place or precast concrete panels that are not architectural quality or that are painted
 - Architectural quality metal wall panel systems with exposed fasteners
 - Wood or Cement fiber board siding and panels
 - Genuine Portland cement-based stucco traditionally applied
 - Exterior Insulation and Finish System (EIFS) water-managed and exterior rated
 - Other comparable or superior materials

- Limited Materials: Include the following:
 - Smooth concrete block
 - Translucent wall panel system, such as Kalwall
 - Ceramic Glass block
 - Vinyl and PVC siding, panels, and trim
 - Metal siding, panels, and trim
 - Wood composite siding, panels, and trim
 - Opaque, mirrored, or tinted glass
 - Fabric
 - Other comparable materials

Other Limitations:

- EIFS when used, should not be installed within ten (10) feet of the finished floor elevation of the façade on which it is located.

- Thin brick and stone veneer, when utilized, should comply with the following:
 - Thin brick and stone veneer should only be used in applications where the actual brick or stone thickness will not be distinguishable or is otherwise addressed by adjustments in the wall plane to provide the appearance of full depth brick or real stone.
 - 'L' shaped brick corner pieces and full-depth brick caps should be utilized at all corners and edges to maintain the appearance of full-depth brick.
 - Thin brick and stone veneer should be continued (returned) a minimum of 12-inches around wall corners to further maintain the appearance of full-depth brick or real stone.
- The first floor of all primary facades should be no less than 20% clear glass (fenestrations), with little to no discernable tint, color or mirroring.

Screening

All building and site elements should be screened.

Building Mounted and Rooftop Equipment: All exterior-mounted and all roof-top building HVAC and mechanical equipment, vents, piping, roof access ladder, and utility meters should be located out of view or otherwise screened from view from all adjacent public or private streets and residential developed or zoned properties. Screening should be accomplished via landscaping, walls, and building elements, parapets, or screen walls, or a combination of these methods.

Trash and Recycling Containers and Ground Mounted Equipment: All trash containers, trash compactors, grease collection containers, and recycling containers and all ground mounted HVAC equipment, power generators and other exposed mechanical equipment should be screened from public view on all sides. Screening should be accomplished via landscaping, walls, fences, and building projections or a combination of these methods.

Lighting

The following standards should apply to all exterior lighting.

- All building mounted and site lighting should be LED type (light produced via light emitting diodes) of a soft-white or bright-white light color and quality.

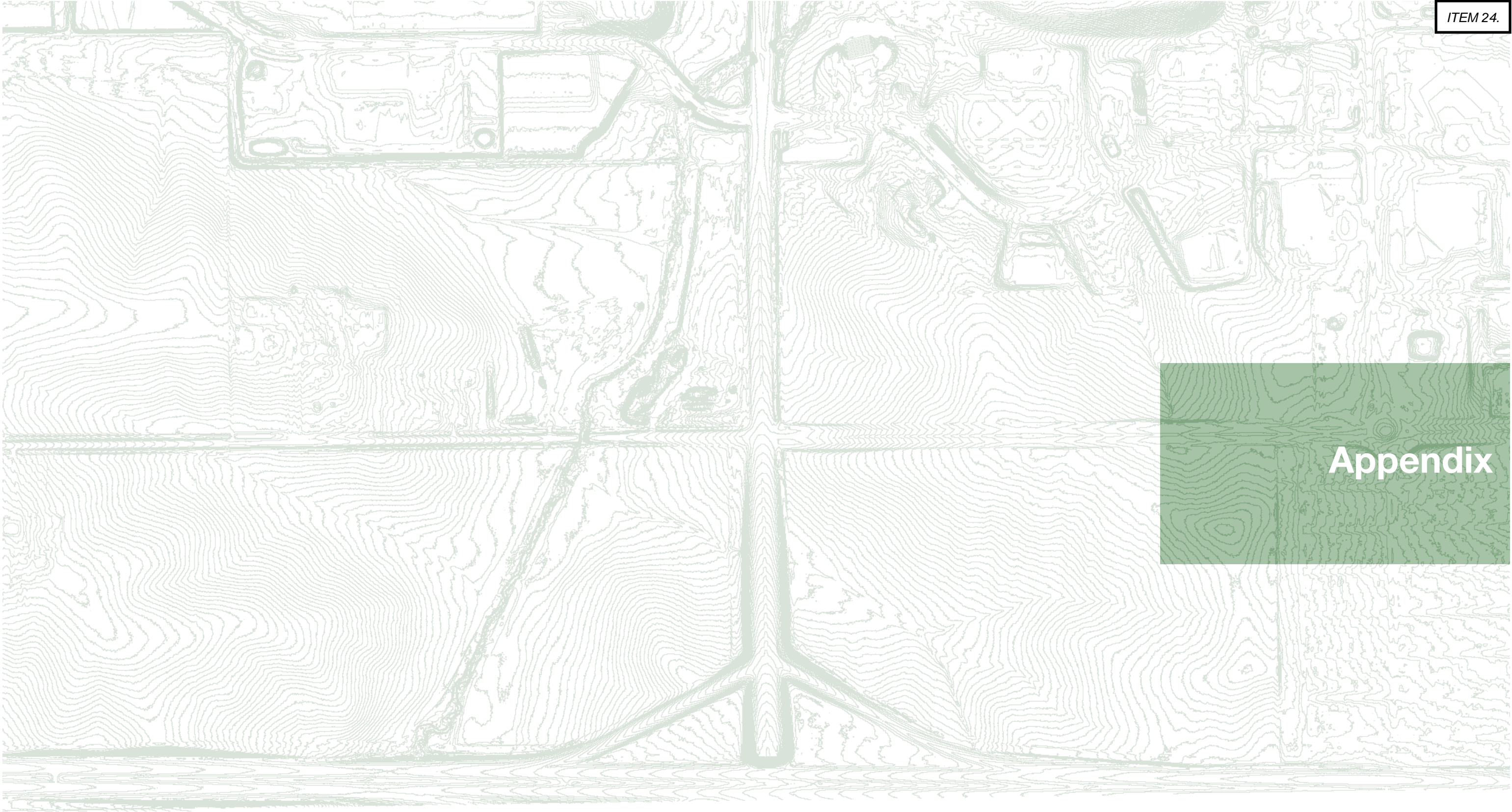
- All light fixtures should be down-cast in nature and possess sharp, cut-off qualities to limit off-site glare. Light cast onto a building or sign should not shine past the wall plane. Wall-pack type light fixtures are prohibited except for decorative wall sconce type light fixtures.

- Buildings and signage may be up-cast or down-cast illuminated provided said lighting does not shine or glare off or past the sign or building wall.

- Buildings may include illuminated banding, illuminated translucent panels, and permanent string lights.

Signage

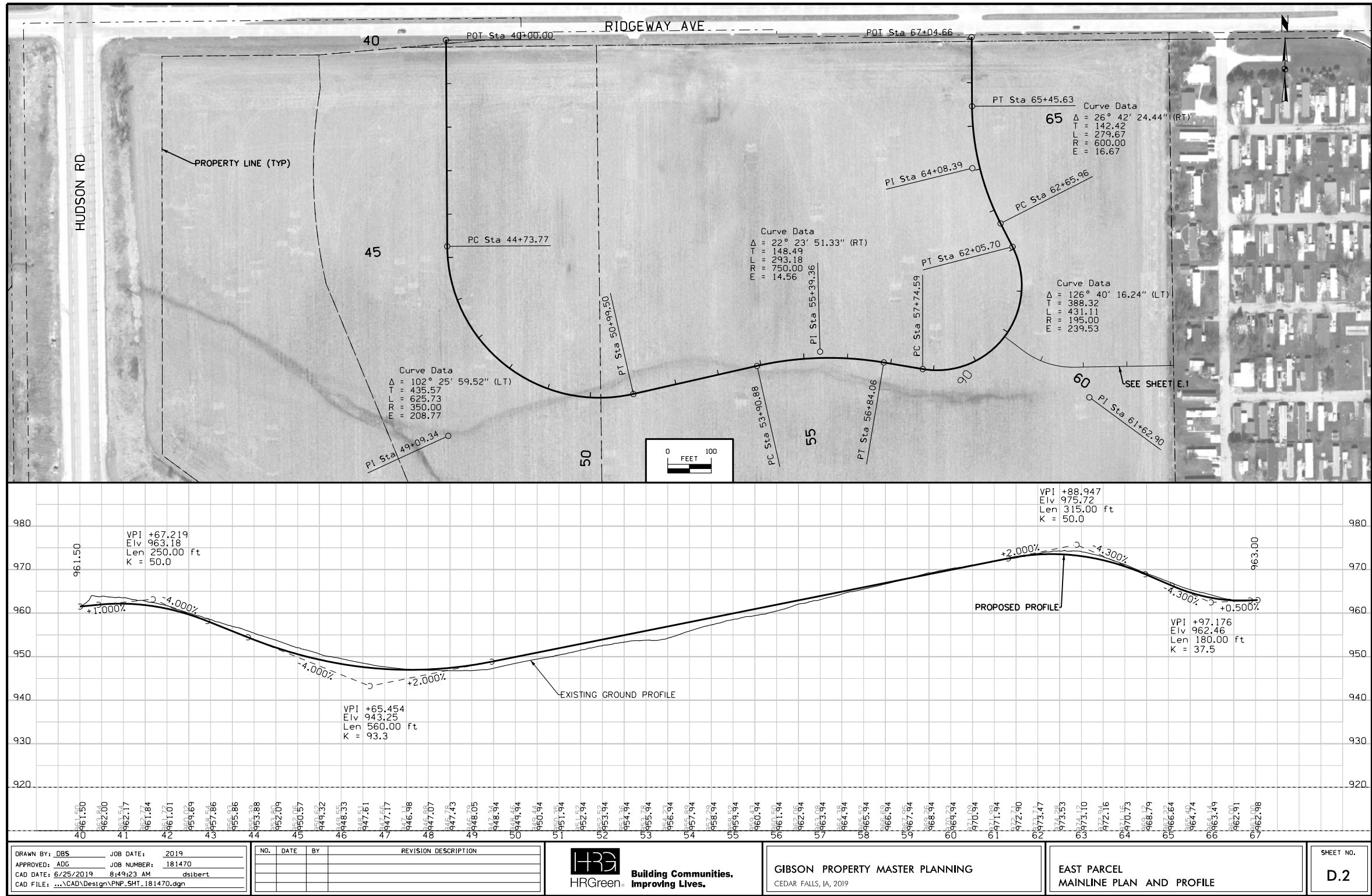
All signage shall comply with the City's sign code regulations for the underlying zoning.



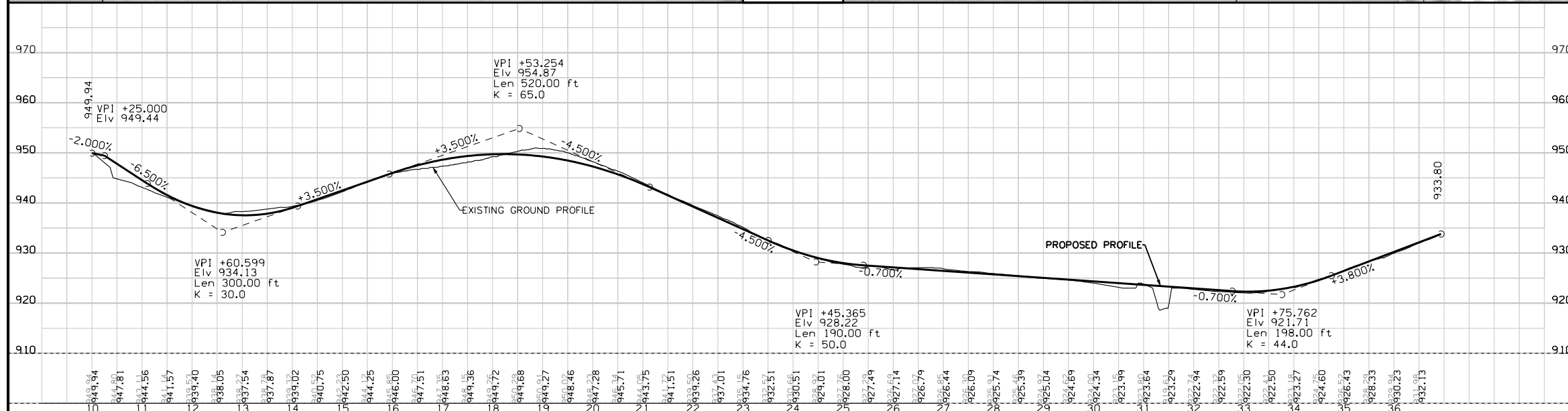
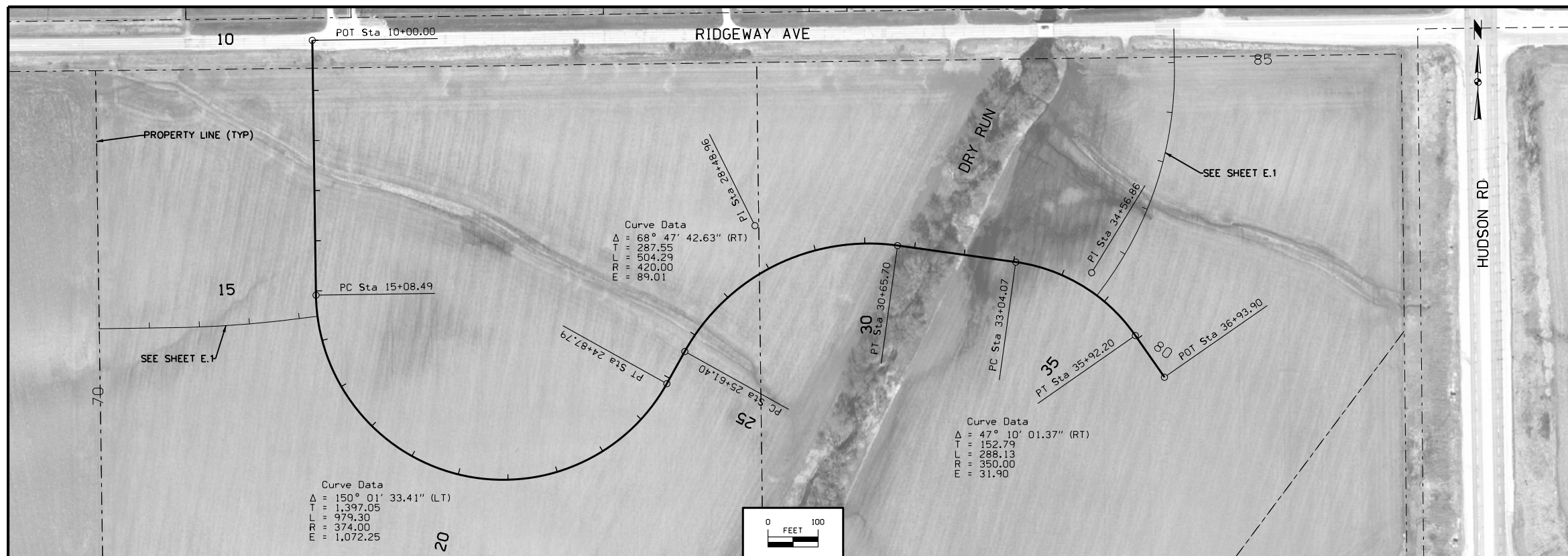
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Roadway Section, Plans and Profiles

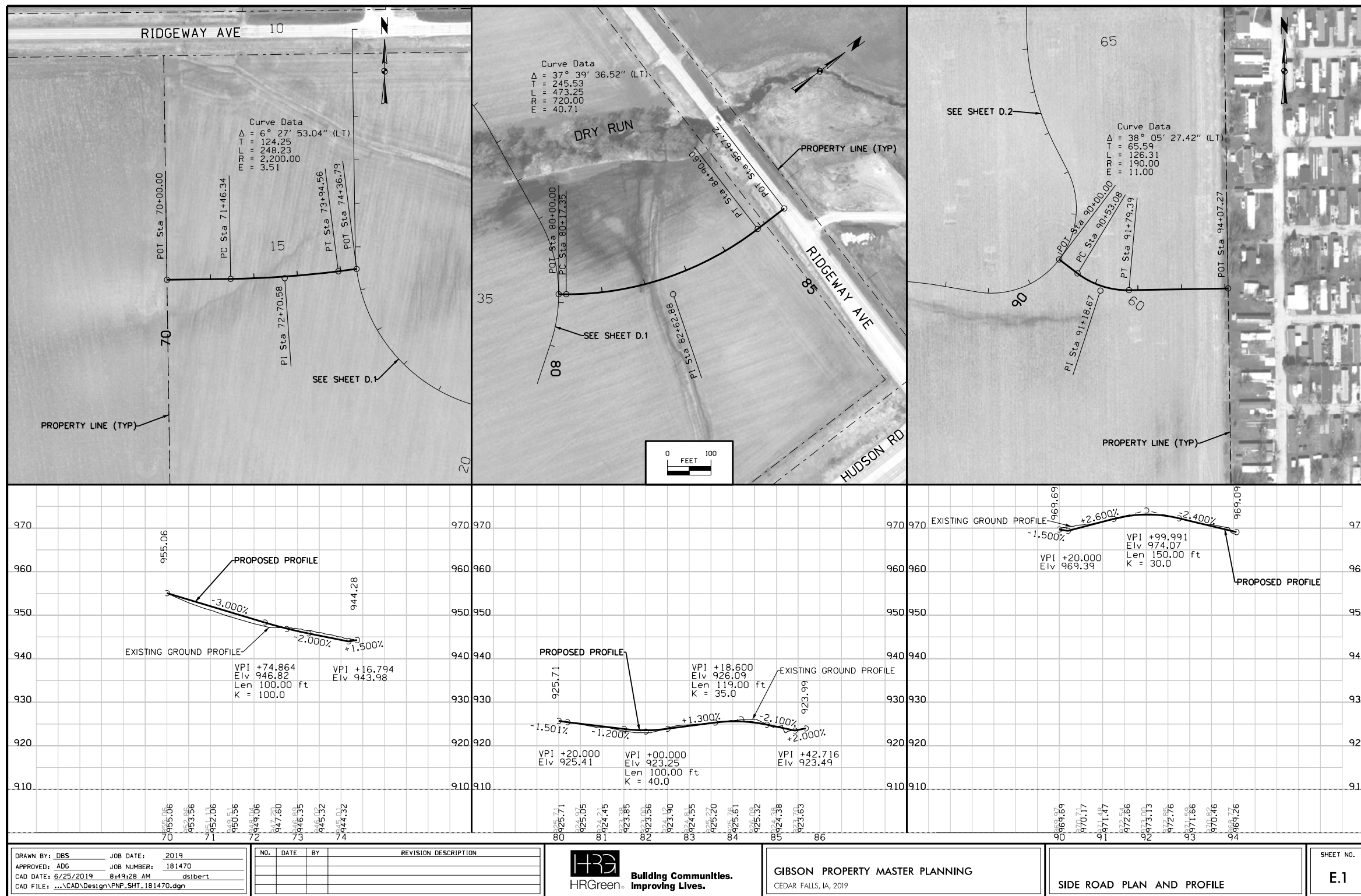


Roadway Section, Plans and Profiles



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Roadway Section, Plans and Profiles



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GIBSON PROPERTY MASTER PLANNING
 CEDAR FALLS, IA, 2019

SIDE ROAD PLAN AND PROFILE

SHEET NO.
 E.1

Roadway Section, Plans and Profiles

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HRGREEN.COM

June 4, 2019

Confluence
900 2nd St. SE, Suite 104
Cedar Rapids, IA 52401

Re: Creekside Technology Center Master Plan
West Parcel – Dry Run Reach Assessment

Overview

Dry Run is a relatively narrow, sand-bottom stream in Blackhawk County, IA that runs from rural headwaters through urban areas in Cedar Falls to the Cedar River. The reach of Dry Run assessed for this project runs through the West Parcel of the Gibson Property between US Highway 20 and Ridgeway Road south of Cedar Falls, IA (Figure 1). The stream flows across the property roughly northeast from a 3-bay concrete structure under US Hwy 20 to where it exits the property under a bridge at Ridgeway Avenue to the north. This reach of Dry Run drains approximately 4.66 square miles of rural Black Hawk county upstream from Ridgeway Avenue (Figure 2).

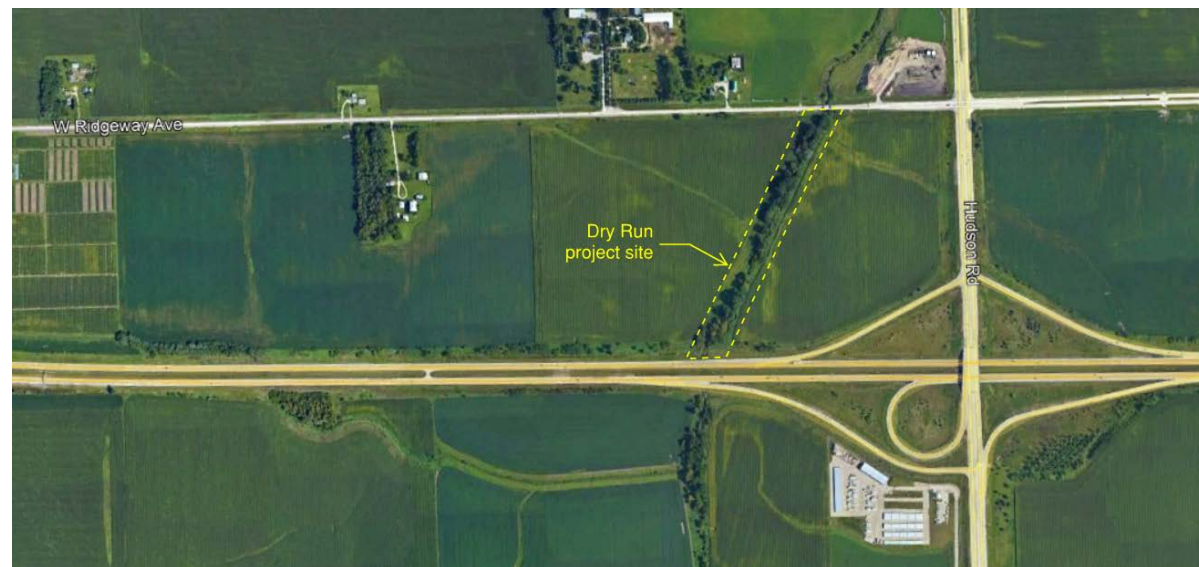


Figure 1. Project reach location.

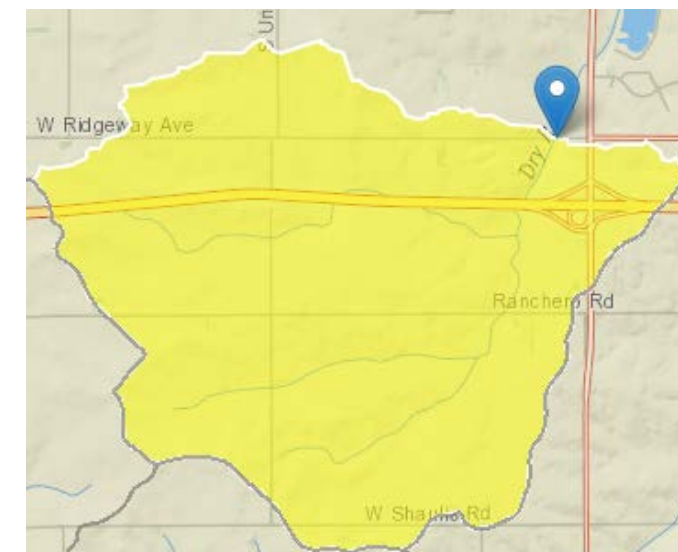


Figure 2. Watershed drained by project reach.

Stream Reach Information

The project reach is roughly 1750 feet long and has a slope of about 0.0015 from south to north. The stream channel is roughly 15 – 25 feet wide with banks mostly incised between 4 to 8 feet, vegetated overbanks, and row cropped fields on both sides (Figure 3). The riparian zone along the reach ranges in width from about 4 feet to about 25 feet. The riparian canopy covers >75% of the stream length, and >90% of the riparian overbanks are vegetated. Row crops immediately border the riparian zone on both banks (Figure 4). Small fish, a frog, birds, and tracks of multiple animals were observed during the site visit.

Dry Run Creek Assessment



Figure 3. Typical cross section of Dry Run within the project reach.



Figure 4. Riparian buffer and row crop on (a) the left bank and (b) the right bank.

The stream is constrained by its own incision for the entirety of its length along the channel, though some low floodplain bench areas do appear where banks have slumped and widened. Vertical grade controls are primarily associated with large wood or gravel riffles. At the time of the survey, water levels in the stream were generally 14" or less, though several pools and unconsolidated sandy deposits were over 24" deep. The majority of the stream substrate on the property is sandy material with additional small areas of cobble and coarse gravel in the upper 1/3 of the stream length and finer gravels in the middle and lower thirds. The lower third has significant silt deposition as well. Soils in both banks appear to have well defined layers of top soil, sandy soils, and clay (Figure 5).

Dry Run Creek Assessment



Figure 5. Typical bank soil profile showing top soil, sandy soil, and clay with gravel at the toe in this case.



There is limited riffle-run-pool structure with minor planform variation. There are two gravel associated riffles and several semi-permanent riffles formed by large woody debris in the channel bed. Large wood appears to be the main source of structure within the reach (Figure 6). Pools are primarily associated with plunge features from entering tile drains (Figure 7) and scour occurring in bends and at the downstream bridge abutments.



Figure 6. Typical large wood providing in-channel structure within project reach.

Dry Run Creek Assessment



Figure 7. Pool below tile drain outfall.

There are currently four tile drains discharging directly within the reach, with 3 on the left bank and 1 on the right bank (By convention, left and right are determined by facing downstream). The flow and structures (pipes, inlets, etc.) associated with these tile drains will need to be accounted for in drainage design for any new development.

Problem Areas and Potential Restoration Opportunities

Four major issues were observed within the project reach:

- significant incision along both banks
- limited riparian buffer
- diversion of the stream by the Ridgeway Avenue bridge abutment
- gully erosion at tile drains and field drainage locations

There are many techniques available for stream restoration. The Iowa Department of Natural Resources has recently developed a reference set of best management practices for stream restoration in Iowa. This resource, called the Iowa River Restoration Toolbox (IRRT) (<https://www.iowadnr.gov/Environmental-Protection/Water-Quality/River-Restoration/River-Restoration-Toolbox>), represents the state of the art in stream restoration science and practice and is available to the public. Many projects under IADNR or other state jurisdiction are now being evaluated according to this framework. Therefore, recommendations and relevant details to address the issues identified within the project reach will be pulled from this resource.

Incised Banks

Much of the stream length has at least one bank that is incised 4 – 6 feet (Figure 8) often undercutting existing vegetation (Figure 9). Additional areas show signs of slumping (Figure 10). Incision threatens integrity of the banks, constrains the stream from its floodplain, and can lead to increased flashiness and velocities at high flows. In general, bank reshaping and stabilization provide a shallower slope and protect the bank soils from additional erosion.

Dry Run Creek Assessment



Figure 8. Typical four- to eight- foot stream bank incision within project reach.



Figure 9. Exposed tree roots from incision and undercutting.

Dry Run Creek Assessment



Figure 10. Example slumping of banks within project reach.



Examples of relevant streambank reshaping and stabilization techniques for this reach include streambank toe protection with toe wood (IRRT 7.2.1), with stone (IRRT 7.2.2), or with fabric encapsulated soil lifts (IRRT 7.2.3); vegetative restoration of reshaped stream banks using live staking / joint planting (IRRT 2.2.1), live fascines (IRRT 2.2.2), brush layering (IRRT 2.2.3), seeding (IRRT 2.2.6), and nursery stock / bare root/ plug planting or transplanting (IRRT 2.2.7). Vegetative restoration is carried out after reshaping, and can either be combined with fabric encapsulated soil lifts or with erosion control matting (IRRT 2.2.4).

Limited Riparian Buffer

The vegetated boundary along both sides of a stream is called the riparian zone. The IRRT recommends a riparian buffer of at least 50ft on each side of the stream that is vegetated with regionally appropriate native vegetation in more than half of the buffer area (IRRT 3). Since the existing vegetated boundary of the stream is approximately 4-25 ft wide on either side of Dry Run (Figure 11), it is recommended that removal of undesirable vegetation and establishment of new vegetation is performed along the entire reach length once the final channel morphology is constructed.



Figure 11. Limited riparian buffer typical within project reach.

Dry Run Creek Assessment



Diversion of Dry Run by the Ridgeway Avenue Bridge Abutment

Dry Run currently flows at a skewed angle to Ridgeway Avenue, the bridge span opening does not line up with the stream channel. The location of the existing Ridgeway Avenue bridge abutments causes diversion of streamflow and resultant scour at the downstream end of the reach (Figure 12). Abutment scour can lead to increased erosion and instability and in worst case scenarios failure of infrastructure. Whether the channel diversion is due to natural migration and meandering of the stream channel away from the span opening, or whether the bridge was constructed with the stream in the existing alignment, the existing abutments are not located wide enough to fully span the stream channel. This causes stream flow to alter direction at the west abutment, which in turn causes the stream to swirl and form a scour pool immediately upstream of the bridge.



Figure 12. Stream diversion and scour pool upstream of the Ridgeway Avenue bridge.



It is recommended that the new alignment of the Ridgeway Avenue bridge and any new bridges associated with future development limit restriction of the stream channel. This will require spacing of the abutments and sufficient span length such that the toe of the abutment banks does not restrict the bankfull channel width.

Gully Erosion at Tile Drains and Field Drainage Locations

There are existing tile drains and field drainage ditches that are eroding and head cutting within the reach (Figure 13, Figure 14). Gully erosion and head cutting are major concerns, because they undermine the stability of the banks, potentially alter the geometry and alignment of the channel, and lead to recurring failure of drainage systems.

It is recommended that erosion at these locations is dealt with in two ways. First, the flows that are discharging at these locations should be handled by new drainage designs, thereby eliminating or mitigating flow. Second, the banks at these locations should be stabilized and vegetation restored in conjunction with restoration of incised banks.

Dry Run Creek Assessment



Figure 13. Tile drain outfall (center picture at water line) and associate gully erosion.



Figure 14. Gully erosion where edge of field drains into Dry Run.

Dry Run Creek Assessment



Conclusions

Dry Run is a naturally occurring stream feature of the Gibson Property with intrinsic natural and aesthetic value. The existing condition of the project reach has incised banks, a limited riparian buffer, diversion of stream alignment by the Ridgeway Avenue bridge, and some gully erosion at several locations. Recommendations include bank reshaping and stabilization of incised and gully areas, followed by restoration and establishment of a riparian buffer on both sides of the stream consistent with practices described in the Iowa River Restoration Toolbox. In addition, future bridge alignments should consider placement and sufficient spans such that the bankfull width is not restricted by the toe of the abutment banks.

Sincerely,

HR GREEN, INC

Robert C. Everhart, PhD, EIT
Staff Engineer

Attachments:

- Iowa River Restoration Toolbox Practice Guide 2: Vegetative Restoration
- Iowa River Restoration Toolbox Practice Guide 3: Riparian Buffering
- Iowa River Restoration Toolbox Practice Guide 7: Streambank Toe Protection/Stabilization



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Figure 1. Project reach location.

Dry Run Creek Assessment

ISWEP Wetland Brochure



STORMWATER WETLANDS

Stormwater Quality and Quantity Management

WHAT ARE STORMWATER WETLANDS?

A stormwater wetland is a man made management practice that provides a natural way to treat and remove pollutants from stormwater runoff before it enters a stream, river, or lake. As stormwater is captured in the wetland, pollutant removal is achieved through various mechanisms. Vegetation aids in this process helping to slow, settle and uptake nutrients through biochemical reactions.

WHY INSTALL STORMWATER WETLANDS?

Urbanized landscapes generate large quantities of stormwater runoff during rain storms. As stormwater flows off buildings and homes, into streets, down storm drains, and into local water bodies, it picks up pollutants that negatively affect water quality. Stormwater wetlands provide an opportunity to manage the quantity and quality of stormwater runoff from a large area of urban development. Without the use of stormwater wetlands or other stormwater management practices, polluted water would flow directly into water bodies.

STORMWATER WETLANDS OF IOWA



- 1 Spencer - Partnership with Walmart
- 2 Webster City - Riverside Park
- 3 Ankeny - 36th St. and Fourmile Creek
- 4 Cedar Falls - University of Northern Iowa
- 5 Des Moines - Northeast Corner of Easter Lake
- 6 Storm Lake - Abner Bell Wetland



MARCH 2019

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STORMWATER WETLAND COMPONENTS

1 Forebay: Eroded soil is captured from incoming runoff before entering the wetland. Over time, buildup of eroded soils can be removed from the forebay allowing for easier maintenance. This prevents damage to the wetland and plants and increases overall longevity of the wetland.

2 Microtopography: A series of small berms and depressions designed to increase the distance water has to travel. This "stormwater maze" forces water to weave slowly through the wetland promoting pollutant removal.

3 Areas of Shallow Water: Varying depths of water promote plant growth allowing for biological uptake which helps remove pollutants.

4 Pools: Deep pools reduce the suspension of sediment, reduce thermal pollution, and increase habitat.

5 Outlet: A primary function of a stormwater wetland is to help slow down stormwater. Aligning with this goal, the outlet of the wetland is intentionally designed to release water slowly to improve downstream environmental conditions.



WETLANDS IN ACTION



Removes Pollutants through Settling

Eroded soil is a major pollutant prevalent in Iowa waters. When stormwater is slowed down in the stormwater wetland, eroded soil settles out and improves water clarity.



Slows Down Stormwater

Instead of rapidly flowing directly into a water resource, the stormwater from a contributing water course now slowly flows through the wetland providing temporary water storage and other benefits.



Removes Pollutants through Biological Uptake

Plants present in wetlands have special chemical and biological functions that can help remove pollutants through biological uptake. These biological processes remove nutrients such as phosphorus and nitrates, and common pollutants in Iowa waterways.



Supports Wildlife and Habitat

Wetlands support a wide variety of plant and animal life. Typical wetland species have sturdy stems, leaves, and flowers that provide a great habitat for birds, animals, and invertebrates.

FEATURED STORMWATER WETLANDS

Ankeny is a leader in utilizing wetlands across their city to manage and treat stormwater runoff. Several wetlands were installed in the Prairie Trail Development as part of a stormwater treatment train. The wetlands slow down the runoff and remove pollutants before moving to the next stormwater structure. A wetland constructed adjacent to Fourmile Creek and north of 36th Street was built to address sediment and nutrients in the runoff from 55 acres which would have flowed untreated directly into the creek. These wetlands also provide habitat for a variety of wildlife species as well as educational opportunities for the public.



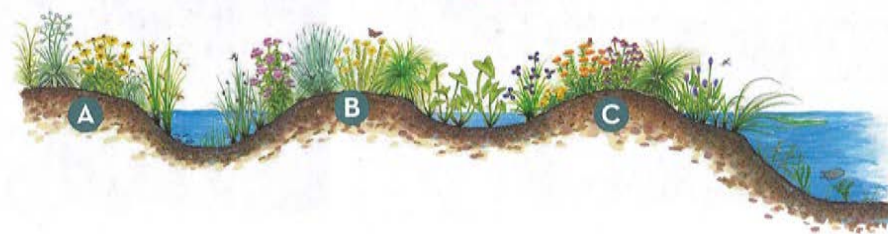
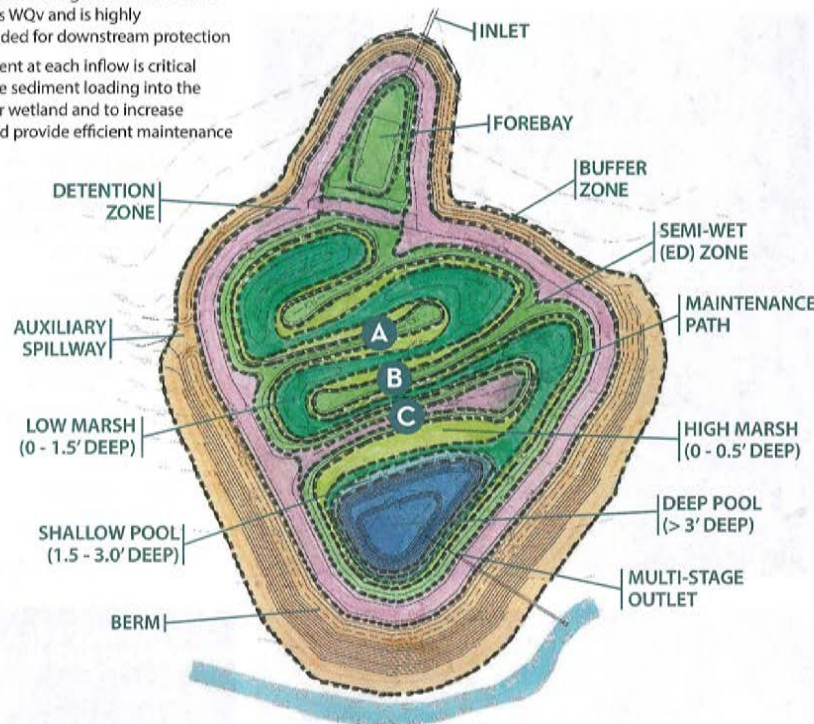
Prairie Trail Development

DESIGN ELEMENTS

Stormwater wetlands can be designed to address both stormwater quality and quantity using the unified sizing criteria. Refer to the Iowa Stormwater Management Manual for complete design guidelines and calculation worksheets.

DESIGN HIGHLIGHTS

- Be able to pass or manage all the storm events safely through the wetland
- Minimum treatment is for water quality volume storage in the permanent pool (1.25" 24 hour rain)
- Channel protection volume (1 year storm) can usually be managed within the same footprint as WQv and is highly recommended for downstream protection
- Pre-treatment at each inflow is critical to minimize sediment loading into the stormwater wetland and to increase lifespan and provide efficient maintenance

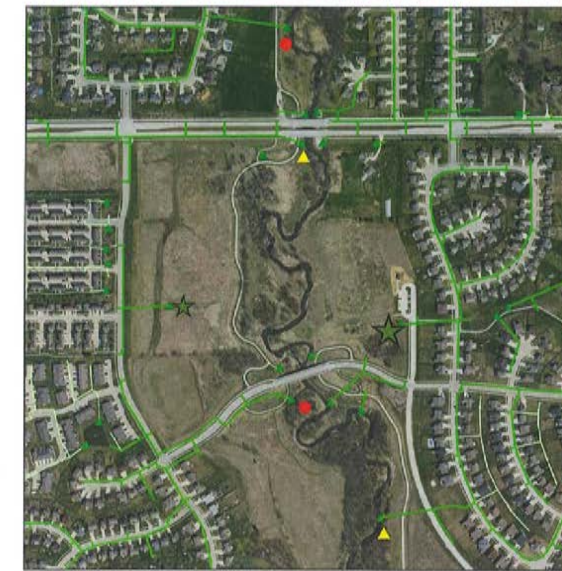


STORMWATER WETLAND SITE SELECTION

Stormwater wetlands are able to treat flow at the end of a drainage swale or stormwater pipe. Many urban areas have limited space to install retrofit practices. Stormwater wetlands often can be located in parks or open space areas at the outlet of stormwater pipes or drainage swales. Unlike other options, they can be used to treat runoff from large drainage areas with a single end of pipe practice. That creates efficiencies by treating a larger area with only one stormwater practice to inspect and maintain.

A public area allows the community to control the installation, maintenance and use of the wetland and buffer area. They are perfect for greenways and park space and provide additional community benefits such as recreation, habitat and education.

STORMWATER PIPE AND SURFACE DRAINAGE MAP



These maps are a good source of reference to determine potential wetland sites.

- Look for pipe outlets and drainage swales that flow to open space or public areas near a stream.
- Check the sites to be sure there is enough elevation change to bring the stormdrain water to the surface and into the wetland and to a wetland outlet.
- Avoid existing wetlands and sensitive areas.

- UNSUITABLE WETLAND SITE
 - too close to stream
 - not enough space
- ▲ POTENTIAL WETLAND SITE WITH PIPE REDIRECT
 - utilize nearby area
 - move pipe outlet
- ★ SUITABLE WETLAND SITE
 - adequate space
 - elevation considerations
- STORMDRAIN PIPES AND OUTLETS



DRAINAGE AREA AND WETLAND SIZE GUIDANCE

- 10 acres minimum drainage area
- 3-5% of drainage area needed to treat water quality volume
- 6-12% of drainage area needed to manage large flood events

- Once a potential wetland site is identified,
 - Determine the drainage area to check if wetland site is adequate.
 - An engineer can further study the site feasibility.

IDNR River Restoration Toolbox - Practice Guide 2

River Restoration Toolbox
Practice Guide 2

Vegetative Restoration



Iowa Department of Natural
Resources

April, 2018

RIVER RESTORATION TOOLBOX PRACTICE GUIDE 2

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Executive Summary

Vegetative restoration provides stream bank stability while improving the ecological function of both the stream and riparian area. Vegetative restoration is preferred over hard armoring and other engineered, flexible revetment techniques such as riprap and sheet piling because of the aesthetics, energy dissipation, and natural function of the vegetation. Vegetative restoration methods are often used in conjunction with other forms of restoration, such as channel bank grading, and are selected based on site conditions, constraints, and specific project objectives. The following techniques are detailed in this report:

1. Live Staking/Joint Planting
2. Live Fascines
3. Brush Layering
4. Erosion Control Matting
5. Sod Matting
6. Seeding
7. Nursery Stock, Bare Root, Vegetative Plug, and Transplanting

The *River Restoration Toolbox Practice Guide 2: Vegetative Restoration* (Practice Guide) has been developed to assist with the presentation of design and construction information for stream restoration in Iowa. It is intended to provide guidance to:

- Those responsible for reviewing and implementing stream restoration,
- Professionals responsible for the design of stream restoration projects,
- Others involved in stream restoration at various levels who may find the information useful as a technical reference to define and illustrate vegetative restoration techniques.

The Practice Guide includes a written assessment of the vegetative restoration practice and describes a variety of vegetative restoration techniques. Each technique includes design guidelines, a specifications list, photographs, and, when applicable, drawings.

The information in the Practice Guide is intended to inform practitioners and others, and define typical information required by the State of Iowa to be included with the use of vegetative restoration techniques. The information and drawings are not meant to represent a standard design method for any type of technique and shall not be used as such. The Practice Guide neither replaces the need for site-specific engineering and/or landscape designs, nor precludes the use of information not included herein.

The Practice Guide may be updated and revised to reflect up-to-date engineering, science, and other information applicable to Iowa streams and rivers.

1.0 INTRODUCTION

Vegetative restoration refers here to the use of vegetation and natural materials to stabilize stream banks and riparian areas (e.g., buffers, etc.). Vegetative restoration provides a natural-looking stream bank while also reducing erosion, improving water quality, and enhancing wildlife habitat. Vegetative restoration provides an alternative to hard armoring and engineered, flexible revetment techniques that deflect energy; the presence of vegetation dissipates energy. Stream bank vegetation provides long-term stability; as the root systems grow they increase the strength and structure of the stream bank by creating a dense system of roots that resist erosion. A specific type of vegetative restoration called soil bioengineering involves the application of live plant material in a variety of arrangements, generally on a sloped surface, to provide engineered-stability function. The NRCS, National Engineering Handbook (NEH), Technical Supplement 14I, Streambank Soil Bioengineering, issued in August 2007 (NRCS 2007a), is an exhaustive resource for soil bioengineering techniques common in river restoration.

Vegetative restoration techniques can be relatively inexpensive and some techniques require little to no training to implement; this makes some types of vegetative restoration a good option for landowners. The State of Iowa recommends that property owners only consider undertaking the restoration of a stream bank themselves for heights of less than four feet and with slopes flatter than 6H:1V (IDNR 2006). Channel banks with a height of greater than four feet and steeper than 6H:1V are still candidates for vegetative restoration practices but require consultation with a professional.

Vegetative restoration success is largely affected by the plant species selection, timing of planting, handling, storage, installation procedure of the plant material, and their placement in the proper location relative to the stream (NRCS). The guidelines and specifications provided in this document are general and not a comprehensive design manual. It is the responsibility of the designer to understand the design approach and the feasibility of using these techniques on a case-by-case basis. The following criteria in no way replaces design discretion, experience, and training, and cannot incorporate every scenario. They are intended to flag common errors, promote empirically stable design ranges, assist designers and reviewers in communication, and adapt tested designs to Iowa conditions.

1.1 PLANT SELECTION

The use of plant species native to Iowa is required. Native plant species are adapted to the specific conditions found along Iowa rivers and their associated riparian areas; with the exception of annual crop covers, they offer the best chance for long-term growth, and correspondingly the stability and function of the riverine ecosystem. Non-native species can become invasive and threaten the diversity of species and vigor of native plants; their use can ultimately threaten stream bank stability and other riverine ecosystem functions. *The Iowa Riverside Plant Selection* (rev. 12/15/2016) guide should be consulted, along with other national

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guides (NRCS, others, see References), to aid in plant species selection. Seedlings will not include any species identified by the most up to date "Iowa Noxious Weeds" list (Iowa Code §317.1A, 2017) and/or those listed on the Corps "Excluded Species Plant List" found on the Rock Island District's regulatory branch homepage.

Each native riparian plant species has different characteristics that may make them better suited for a specific project, or elevation along a given channel bank, and plant selection and installation (planting) method should be determined to address the issues and goals present at a site. For example, willows with a deep, spreading root system may be better suited for a bank stabilization project when compared to a species with a shallow root system. When shade and reduced in-stream temperatures are a desired goal, a native riparian tree species may be more appropriate than native shrubs, grasses, and forbs. However, intermixing the stand with diversity that includes matting root species between deeper rooting plants can also reduce soil mobilization. All plants used on stream banks should be selected with attention to how much inundation (depth under water) they can withstand and for how long (duration) they can stand inundation (IDNR 2016). Local expertise and guidelines should be consulted when selecting the appropriate plant material.

When implementing vegetative restoration, success is dependent on vegetation survival and growth. Harvesting vegetation in areas near the project site where soil and hydrology are similar, or otherwise procuring vegetation adapted for the conditions at the project site, will improve chances of success. Specific species selection is dependent on the hydrology and soil of the project site and should be selected for each planting zone and condition (e.g., proximity to flow, slope, sun, shade, presence of trails, resistance to scouring flow, etc.) present (Iowa DNR 2016).

1.2 SITE PREPARATION

Site preparation is an important component of revegetation. Hard soil should be tilled to a depth of 4-6" and then be smoothed so there are no abrupt breaks in slope. The tops of slopes should be level and rounded over to avoid low spots where surface water runoff can concentrate and cause gullies to form. There should be no clumps of soil present on the surface.

Prior to planting the soil should be tested and evaluated to determine the need for amendment. Fertilizers containing phosphorus and nitrogen should be avoided in riparian areas. High nutrients concentration in streams and rivers are a threat to aquatic organisms. Soil amendments can include topsoil, lime to adjust soil pH, compost, and mycorrhizal spores. The use of any soil amendments should follow the manufacturer's recommendations.

1.3 VEGETATION CARE

Following the installation of vegetation, the site should be cared for until the plants are fully established.

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- Mulch – Most vegetation will require mulch to protect the plants from the weather and to retain moisture. Weed free straw mulch is the most common mulch for large, seeded areas. Individual plants may be mulched with wood chips, pine straw, etc.
- Water – Vegetation should be watered immediately after planting and at any time lack of rainfall threatens plant survival.
- Other protection – Vegetation should be protected against threats present at the site, such as animals browsing, ATV and vehicle traffic, foot traffic (human and animal), and weather (wind, flooding, temperature), etc.
- Inspection and maintenance – Vegetation should be inspected regularly for adequate growth, disease, pests, and other damage (e.g. – predation, vandalism, etc.). Maintenance consists of spraying for insects and diseases, weeding, watering, and installing covers, barriers, and/or supports.

1.4 PLANTING SCHEDULE

Scheduling a time to plant vegetation is dependent on a variety of local conditions. Per the NRCS (NRCS, 1998), planting should be geared for periods during which the plants will have adequate moisture for establishment, yet will not be subject to high flow events. If local conditions have created high runoff, then the planting window may be pushed back to the early summer. However, summer plantings should generally be avoided because of hot temperatures and dry conditions, leading to high desiccation rates and limited chances of success. Conversely, fall plantings are susceptible to frost heave and ice flows in winter which may rip out roots that are not yet established. Even when planting occurs at a proper time, a flash flood event may damage vegetation before it is fully established. Consequently, flexibility in planting schedule, inspection, and maintenance of vegetation is critical to successful revegetation.

1.5 SOIL BIOENGINEERING

Several techniques in this Practice Guide are soil bioengineering that require the use live cuttings. The choice of species, harvesting, storage, and preparation of these cuttings is critical to the success of these techniques.

1.5.1 Soil Bioengineering Plant Species

Most stream bank soil bioengineering techniques involve cuttings taken from woody plant species adapted to the riparian environment. These cuttings root easily when inserted into the soil, especially if the cuttings are taken and installed (planted) when the plant is dormant. When stems are placed in contact with soil, they sprout roots; when they are in contact with air, they sprout stems and leaves. Many of these species are hardy pioneer species, making them ideal for rapid establishment on a restoration site. Generally, willows (*Salix spp.*), dogwoods (*Cornus*

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spp.), silver maple (*Acer sacc.*) and cottonwoods and poplars (*Populus spp.*) are suitable for soil bioengineering. Care should be exercised in selecting specific varieties of these plants; some root from cuttings more easily than others, and some do not root from cuttings at all.

Some of the benefits of using cuttings versus rooted stock include lower cost, ease of planting, shallower depth of planting, and a wide range of local ecotype availability.

1.5.2 Harvesting

Cuttings can be harvested (collected) any time during the dormant season, from “leaf-off” in autumn to just before the emergence of the buds in early spring. Iowa Department of Transportation (Iowa DOT) requires material may be harvested between November 15 and January 1 (Iowa DOT 2014). Some sources advise that cuttings can be collected during the growing season, but caution that all leaves must be removed from the stem prior to planting, and establishment and success will be lower (NRCS 1998).

Material to be harvested should be healthy and free of splits, rot, and insect infestation and should generally vary between 5 to 8 feet in length. The equipment should be sharp enough to make clean cuts. When harvesting in a dry area, collect material at least two years old; younger plants do not have enough stored energy for thorough root establishment. Cuttings from live material should leave at least one third of the parent plant intact, and be made from an appropriate part of the plant so that it is not damaged. For example, cutting the top off (coppicing) of certain trees will cause them to become more shrub-like than tree-like, and should be avoided.

Cuttings, and even prepared stakes, fascines, etc., can be obtained commercially. Care should be taken to ensure the procured plant species is appropriate for the site.

1.5.3 Storage and Handling

Typically, harvested live cuttings must be bundled, transported, and stored before use. After cutting, the materials are bundled and loosely bound with twine for transportation. If the materials require transportation in a motor vehicle, the material should be sheltered in a closed compartment or under a secured cover or tarp so it will not dry out.

Live cuttings should ideally be soaked in water before use; an optimal soaking duration is 14 days (NRCS 2007a). Alternatively, material can be planted the same day they are harvested if they are watered.

If cuttings are not installed at the time of harvest they should be stored at a dry location. Iowa DOT specifies cuttings be stored below 41° F and above 90% humidity and requires the use of a thermometer and hygrometer to verify these conditions. If stored outside in these conditions or refrigerated, live hardwood cuttings can last up to four months. The cuttings must be soaked and rehydrated before use.

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If storage conditions are damp or wet, it is important to monitor the cuttings for root development. The root process may start after 10 days; it can be difficult to use cuttings with these initial roots because they are typically very tender and difficult to handle and install without damaging them.

1.5.4 Preparation

Preparation of the dormant live cuttings is generally the same, regardless of method of installation. The side branches of the cuttings are removed with a minimum of two undamaged bud tips left intact (Iowa DOT 2014). Cuttings of the specified diameter are cut to length. Some methods require blunt cuts, others require angled cuts, and some techniques leave the growing tip uncut. These specifications are presented with each technique in this Practice Guide. All cuts should be smooth, leaving no splits or cracks.

1.5.5 Installation

Once prepared the plant materials should be protected from drying and overheating until it is installed. The prepared materials can be stored in water or moist soil (healed in) for a maximum of 2 days. Outside storage locations should be continually shaded and protected from the wind. If the ambient temperature is 50°F or greater, the dormant plant material shall not be stored on site, but installed the day it is removed from refrigeration and prepared. If the plant material is harvested on-site in warmer than 50-degree conditions, the plant material shall be installed the same day.

2.0 VEGETATIVE RESTORATION TECHNIQUES

2.1 LIVE STAKING/JOINT PLANTING

2.1.1 Narrative Description

Live staking and joint planting involves the insertion of prepared cuttings (live stakes) from dormant woody plants (trees and/or shrubs) into the ground so they root and grow. Joint planting is a common variation of live staking; the live stakes are inserted through openings of revetments (e.g., rip rap) and then into the soil underneath them.

Live stakes do not provide much initial reinforcement of the soil because they do not normally extend beyond a slope failure plane. Over time however, the stakes take root and the roots help bind the soil together. The above-ground growth provides surface protection which can prevent surface erosion (e.g., rills, gullies). The growth also adds roughness to the stream bank, reducing the velocity of stream flow. Live stakes, alone or as joint plantings, are useful on wet slopes because they absorb water from the soil, control internal seepage, and allow the slope to dry out and stabilize. Live stakes and joint plantings assist in quickly reestablishing riparian vegetation (NRCS 2007a). Joint planting provides a more natural appearance to stream banks stabilized with rip rap and other flexible and hard revetments.

Installing live stakes on an existing slope, as well as joint planting through existing rip rap, can be undertaken by landowners. Often however, a lack of vegetation on stream banks is due to unstable conditions; analysis and design by a professional may be required to stabilize the stream bank and reestablish vegetation.

2.1.2 Technique Information

- **Use:** Live staking and joint planting is used to quickly establish roots (below ground) and plant growth (above ground) along a stream bank. This helps reduce surface erosion, slow flow velocity by adding surface roughness, reinforce the soil, and reduce soil moisture and seepage.
- **Other uses:** The growth of the stake can improve aesthetics, riparian habitat, and water quality. The roots of woody plants provide a means of uptake of excess nutrients (especially nitrogen) in storm water runoff. The above-ground growth can shade the stream and reduce water temperatures. During high flows, the vegetation can provide refuge for fish and other aquatic living organisms. Live stakes can also be used to repair shallow soil slips, slumps, and gullies.
- **Best applications:**
 - Sites with adequate supply of woody plant species suitable for cuttings

- Bare areas on existing stable slopes and stream banks, or slopes and banks recently graded to a stable angle (e.g., as part of a stream restoration project)

- **Variations:**

- Combining live staking with other measures capable of providing initial stability (e.g., cover crop, erosion control matting, rip rap, other revetments). Joint planting is a common variation of live staking.
- Using large (length and diameter cuttings). Live posts, dormant post planting, willow posts, etc. all generally refer to live staking and/or joint planting with a large (3-8" diameter, 3-20' long) dormant live cutting (NRCS 2007a). Bigger diameters and longer lengths are best suited for heavily eroded areas and varying water levels. They can provide more initial stabilization than live stakes if they extend beyond a slope failure plane.

- **Computations:** Computations are generally not necessary for landowners using live staking and/or joint planting to revegetate bare areas on otherwise stable stream banks. For stream restoration projects, live staking and joint planting require design by a professional.

Hydrologic and hydraulic computations aid in verifying that the appropriate conditions exist for use of live staking or joint planting. Geometric calculations are required to properly size and situate the vegetative structure within the context of its individual location. Hydraulic analysis is required to determine where to place live stakes on the slope, how the above-ground growth will distribute energy at various flow stages, and to verify that the velocities and shear stresses generated by streamflow do not exceed the permissible velocity and tensile strength of the vegetative structure.

Live stake properties: Depending on length of prepared cuttings and soil condition, live staking is cited in NRCS 2007a as having an initial permissible velocity of 1-2.5 ft/s; permissible velocity increases to 3-10 ft/s once vegetation is established. NRCS also cites initial permissible shear stress of 0.5-2 lbs/ft²; permissible shear stress increases to 2 lbs/ft² to over 5 lbs/ft² once vegetation is established.

Joint planting properties: Joint planting is cited in NRCS 2007a as having an initial permissible velocity of 5 ft/s to over 10 ft/s; permissible velocity increases to over 12 ft/s once vegetation is established. NRCS also cites initial permissible shear stress of over 3 lbs/ft²; permissible shear stress increases to over 8 lbs/ft² once vegetation is established.

- **Key Feature:** Live staking and joint planting require the use of woody riparian plant species that root easily from dormant live cuttings.

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- **Cautions:**
 - Planting vegetation adjacent to streams can adversely impact the local hydraulics, sometimes deflecting currents, catching debris and causing blockages, or increasing roughness and causing increases in flood stage.
 - Vegetation alone will likely be unsuccessful on steep bank slopes without sufficient shaping. No more than 50% Sycamore, river birch and dogwood in any single area.

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2.1.3 Detail Drawings and Data Table

The following drawings and data table depict information that should be included in construction plans for live staking and joint planting. The data table includes design guidelines and sources, where applicable.

Table 1. Required Design Data for Live Staking/Joint Planting¹

Dimension ²	Name	Typical Unit	Guidelines ³	Description
A	Live stake spacing	Feet	2-4' (NRCS 2007a)	Spacing between individually installed live stakes. Stakes can be placed in a triangular grid (NRCS 2007a) or randomly (NRCS 2007a, Iowa DNR 2006). Recommend species diversity throughout project area.
B	Live stake – top of slope placement	Feet	N/A	Position of live stake relative to the top of a slope
C	Live stake – toe of slope placement	Feet	N/A	Position of live stake relative to the toe of a slope
D	Live stake – base flow relationship	Feet	N/A	Placement of lower row of live stakes relative to the approximate base flow water level with consideration given to duration of inundation during bankfull and other high flow events.
E	Live stake length	Feet	3' (Iowa DNR 2006); 3-10' (NRCS 2007a)	Length of prepared dormant live cutting from woody plant to be used

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Table 1. Required Design Data for Live Staking/Joint Planting¹

Dimension ²	Name	Typical Unit	Guidelines ³	Description
				as live stake. Length should be sufficient to reach low-flow water table elevation.
F	Live stake protrusion	Feet	1/5 x live stake length (Iowa DNR 2006); taller than surrounding vegetation (NRCS 2007a)	Distance installed live stake should protrude about 20% from the ground. At least two buds or bud scars should be present above the ground in the final installation, depending on the surrounding vegetation height.
G	Live stake diameter	Inches	1/2 – 2" (Iowa DNR 2006); 3/4-3" (NRCS 2007a)	Diameter of prepared dormant live cutting from woody plant to be used as live stake – typically cite a permissible minimum and maximum diameter.

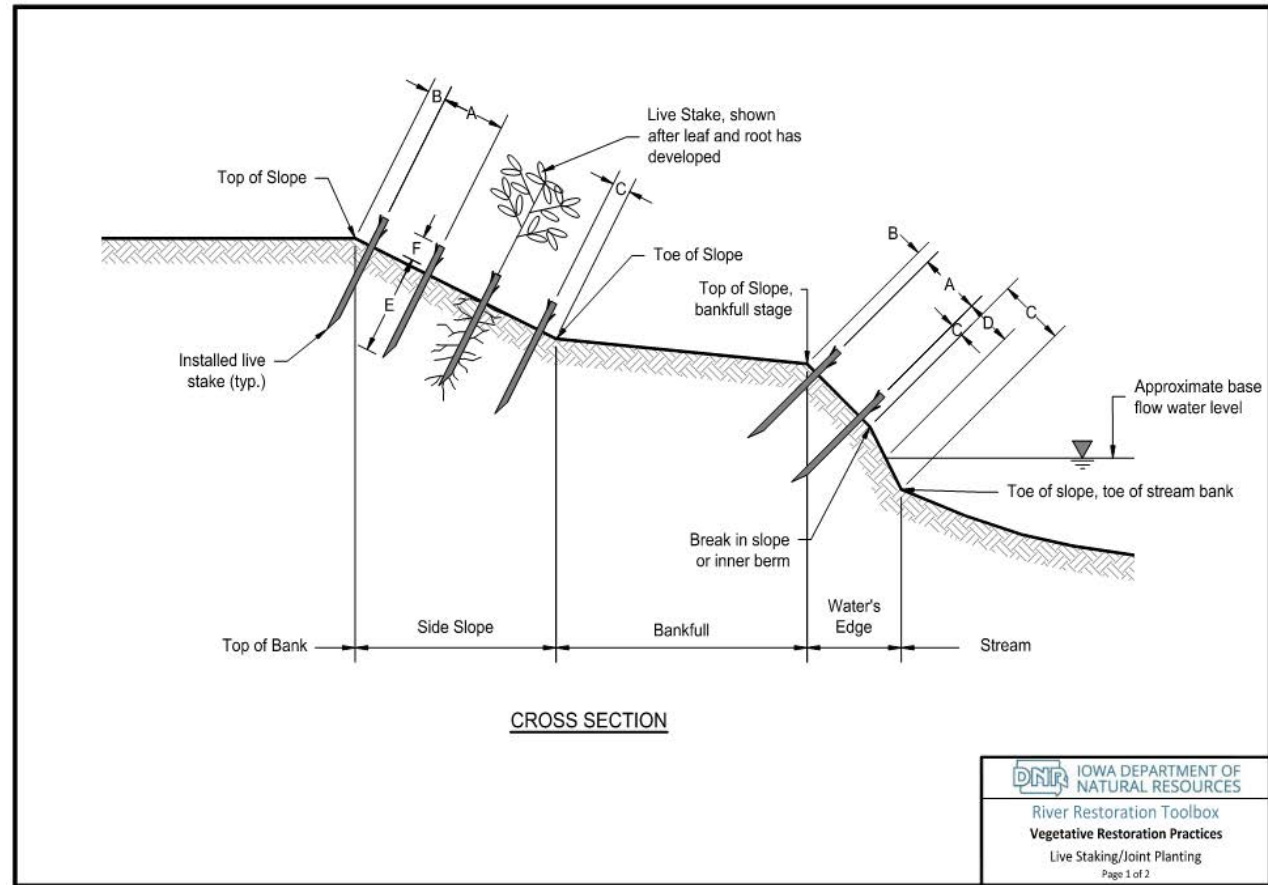
Notes:

1. Data are for live staking in bare soil, in soil covered with erosion control matting, and/or in soil covered with rip rap or other revetment (joint planting).
2. Dimension labels are referenced in the detail drawings.
3. Common guidance, values, or ranges are given unless they require computation using site-specific input.

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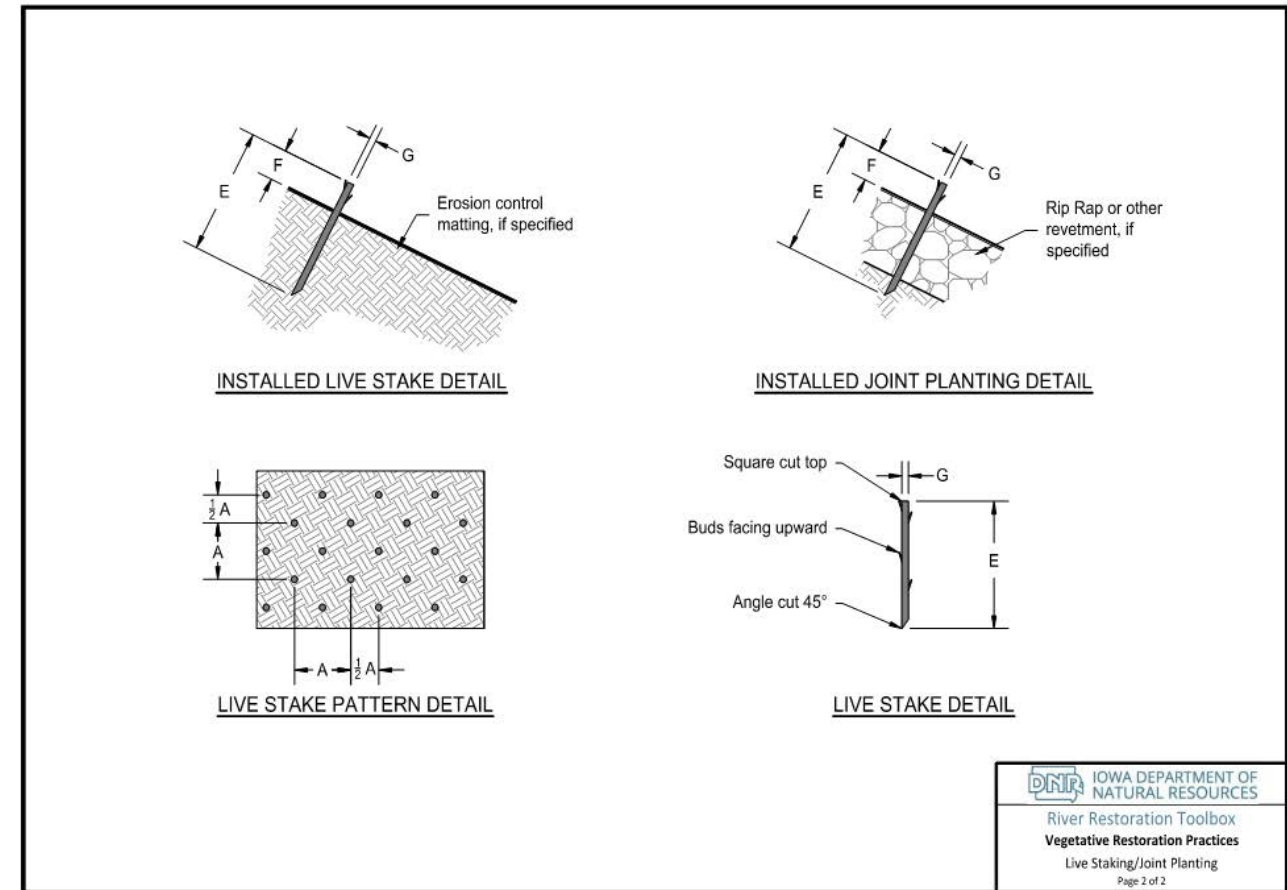
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Drawing 1. Live Staking/ Joint Planting



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2.1.4 Specifications

In addition to the information presented in Section 1.0 Introduction, the following information should be developed into specifications to accompany the use of live staking and joint planting:

- Materials:
 - Prepared live stakes of acceptable species and size.
 - Fertilizers and/or other soil amendments as required based on site conditions.
- Equipment/Tools:
 - Rubber mallet or dead blow hammer
 - Hand pruners, loppers, hand saw, and/or chain saw
 - Punch bar or hand auger used to create pilot holes
 - Stinger (hydraulic injector to create pilot hole)
 - Metal cap (if using the post planting variation these can be used to push in the larger diameter cuttings)
 - Excavator (if using the post planting variation these can be used to push in the larger diameter cuttings)
- Sequence:
 - Cleanly remove all side branches and the top growth, and fashion the cuttings into live stakes as depicted in the detail drawing. An option during preparation is to paint and seal the top of the live stake by dipping the top 1-2 inches into a 50-50 mix of light colored latex paint and water. Sealing the top of stake will reduce the possibility of desiccation, assure the stakes are planted with the top up, and makes the stakes more visible for subsequent planting evaluations.
 - Use a punch bar or hand auger to create a narrow pilot hole, perpendicular to the slope, through any erosion control matting, rip rap, or other revetment, filter fabric, etc., if present, and deep enough to intercept the water table. The hole should be only as large as necessary to install the live stake without damage while ensuring the highest amount of stake-soil contact.
 - Insert the pointed end of the live stake into the pilot hole. Tamp into the ground with a dead blow hammer taking care not to split or otherwise damage the live

stake. Use water, soil backfill, tamping, etc. to achieve good soil-to-stem contact and remove air pockets.

- Workmanship:
 - All cuts should be clean and smooth.
 - No cracked or split live stakes should be used. If they split during tamping, they should be replaced.
 - The specified number of live stakes should be installed into the soil and protrude above the soil and any erosion control matting, rip rap, or other revetment.
 - The live stake should not move after installation; ensuring it is in firm contact with the soil.
 - It is important to ensure that the upstream and downstream ends of the live staking and joint planting merge smoothly into the undisturbed bank beyond the project area. The rate of installing live stakes and joint plantings should taper off gradually to blend in with the existing vegetation.
- Maintenance: Cuttings may require initial protection from beaver, deer, cattle, or other predators. Various types of deer-proof fencing or fine wire screen or mesh can be secured around the cuttings to offer protection. If the area is grazed, restrict livestock from the project site.

2.1.5 Photographs



Photo 1. Dormant live cuttings prepared as live stakes. Source: Bio Draw-a product of Salix Applied Earth Care



Photo 2. Installed live stakes prior to trimming. Source: Bio Draw-a product of Salix Applied Earth Care, 1996



Photo 3. Live stake test plots. Source: Charlotte-Mecklenburg Storm Water Services



Photo 4. On-site live cutting refrigeration. Source: Charlotte-Mecklenburg Storm Water Services



Photo 5. Hydraulic stinger live stake installation. Source: Lake Superior Tree Farm



Photo 6. Live stakes in bankfull flow. Source: Charlotte-Mecklenburg Storm Water Services



Photo 7. Joint planting. Source: Charlotte-Mecklenburg Storm Water Services



Photo 8. Joint planting with new growth. Source: Charlotte-Mecklenburg Storm Water Services



Photo 9. Joint planted rip rap. Source: Charlotte-Mecklenburg Storm Water Services



Photo 10. Prepared live stakes. Source: Lake Superior Tree Farm



Photo 11. Live stakes in erosion control matting. Source: Collins & Baker Engineering



Photo 12. Live stakes installed in late autumn on Dead River, MI. Source: Collins & Baker Engineering

2.2 LIVE FASCINES

2.2.1 Narrative Description

A live fascine is a long bundle of live cuttings tied together and then installed into a shallow trench on the stream bank to reduce erosion and stabilize the soil. They can be placed along the toe of the stream bank, as toe protection, or elsewhere on the bank along the contours or at angles.

Live fascines provide immediate protection against surface erosion of the stream toe or bank. Their placement along the stream bank contour can break a long slope into a series of shorter slopes, thus slowing overland flow. Fascine placement on an angle can capture and direct drainage advantageously down a slope. Fascines may even provide immediate protection against shallow slope failures if the stakes fastening them into the trench extend past a failure plane.

Over the long-term, the cuttings comprising the fascine root and grow. The above-ground growth provides surface protection which continues to prevent surface erosion (e.g., rills, gullies). The growth also adds roughness to the stream bank, reducing the velocity of stream flow. The roots bind soil particles together and reinforce the soil mantle (NRCS 2007a).

Installing live fascines on an existing slope can be undertaken by landowners. Often however, a lack of vegetation on stream banks is due to unstable conditions; analysis and design by a professional may be required to stabilize the stream bank and reestablish vegetation.

2.2.2 Technique Information

- **Use:** Live fascines protect the stream bank toe and stream bank slopes from shallow slides, seepage, and surface erosion, and re-establishes native vegetation.
- **Other uses:** In addition to short- and long-term erosion control and slope stability, live fascines will mature into streamside vegetation and provide numerous other benefits including improved aesthetics, riparian habitat, and water quality. For example, fascine growth increases the amount and quality of riparian habitat for birds, mammals, and other terrestrial animals by providing food and cover, and improves in-stream habitat and water quality for fish and other aquatic organisms through reducing water temperatures by providing shade. During high flows, the vegetation also provides refuge to fish and other aquatic organism from high velocities.
- **Best applications:**
 - Sites with a large supply of long live cuttings
 - Recently graded slopes (e.g., as part of a stream restoration project)

- The toe of a stream bank requiring protection from high velocity and/or shear stress.
- To control overland flow by breaking up long banks into a series of shorter banks
- **Variations:**
 - Substituting live stakes for one or both dead stout stakes fastening the fascine into the trench
 - Combining a live fascine with another type of toe protection such as rip rap
 - Lining the trench and slope with erosion control matting and staking the fascine into the trench on top of the matting.
 - Orienting fascines vertically, up the stream bank. Called the vertical bundle method, the fascines are assembled with the basal ends of the cutting all on one end and placed in the water.
- **Computations:** Computations are generally not necessary for landowners using live fascines to revegetate bare areas on otherwise stable stream banks. However, planting vegetation adjacent to streams can adversely impact the local hydraulics, sometimes deflecting currents adversely, catching debris and causing blockages, or increasing roughness and causing increases in flood stage.

For stream restoration projects, live fascines require design by a professional.

Hydrologic and hydraulic computations aid in verifying that the appropriate conditions exist for use of live fascines. Geometric calculations are required to properly size and situate the vegetative structure within the context of its individual location. Hydraulic analysis is required to determine where to place live fascines on the slope, how the above-ground growth will distribute energy at various flow stages, and to verify that the velocities and shear stresses generated by streamflow do not exceed the permissible velocity and tensile strength of the vegetative structure.

Live fascine properties: Depending on adequate anchoring, live fascine is cited in NRCS 2007a as having an initial permissible velocity of 5-8 ft/s; permissible velocity increases to 8 ft/s to over 10 ft/s once vegetation is established. NRCS also cites initial permissible shear stress of 1.2 – 3.1 lbs/ft²; permissible shear stress increases to 1.4 lbs/ft² to over 3 lbs/ft² once vegetation is established.

• **Key Features:**

- o Live fascines require the use of woody riparian plant species that root easily from dormant live cuttings.
- o Dormant live cuttings are assembled into bundles and bound together with biodegradable twine
- o Fascines are placed along contours (horizontally), on angles, and in a variation vertically.

• **Cautions:**

- o Planting vegetation adjacent to streams can adversely impact the local hydraulics, sometimes deflecting currents, catching debris and causing blockages, or increasing roughness and causing increases in flood stage.
- o Vegetation alone will likely be unsuccessful on steep bank slopes without sufficient shaping.

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2.2.3 Detail Drawings and Data Table

The following drawings and data table depict information that should be included in construction plans for live fascine. The data table includes design guidelines and sources, where applicable.

Table 2. Required Design Data for Live Fascine¹

Dimension ²	Name	Typical Unit	Guidelines ³	Description
A	Fascine spacing	Feet	3-10' depending on slope (NRCS 2007a)	Spacing between installed live fascines. Spacing varies based on slope (NRCS 2007a). Recommend species diversity throughout project area.
B	Upper fascine - slope limit	Feet	N/A	Placement of upper installed live fascine relative to the top of a slope.
C	Lower fascine - slope limit	Feet	N/A	Placement of lower installed fascine relative to the toe of a slope.
D	Lower fascine - base flow limit	Feet	N/A	Placement of lower installed fascine relative to the approximate base flow water level with consideration given to duration of inundation during bankfull and other high flow events.
E	Fascine length	Feet	8' - 10' (NRCS 2007a)	Length of assembled fascine.
F	Live cutting length	Feet	5' - 15' (NRCS 2007a)	Length of dormant live cutting from woody plant to be assembled into a

Table 2. Required Design Data for Live Fascine¹

Dimension ²	Name	Typical Unit	Guidelines ³	Description
				fascine. Length should be sufficient to reach low-flow water table elevation.
G	Live cutting diameter	Inches	3/4" - 2" (NRCS 2007a)	Diameter of dormant live cutting from woody plant to be assembled into a fascine - typically cite a permissible minimum and maximum diameter
H	Fascine twine fastening spacing	Feet	2' (NRCS 2007a)	Spacing between twine fastening used to hold the assembled fascine together
I	Fascine diameter	Feet	0.5' - 2' (NRCS 2007a)	Diameter of assembled fascine
J1	Trench depth	Feet	1/2 fascine diameter - 3/4 diameter (NRCS 2007a)	Depth of trench into which the assembled fascine is installed. Trenches should be excavated as deep as practicable to facilitate the maximum amount of soil/live cutting contact.
J2	Trench width	Feet	Fascine diameter	Width of trench into which the fascine is installed should be approximately equal to the diameter of the fascine to facilitate good soil/cutting contact

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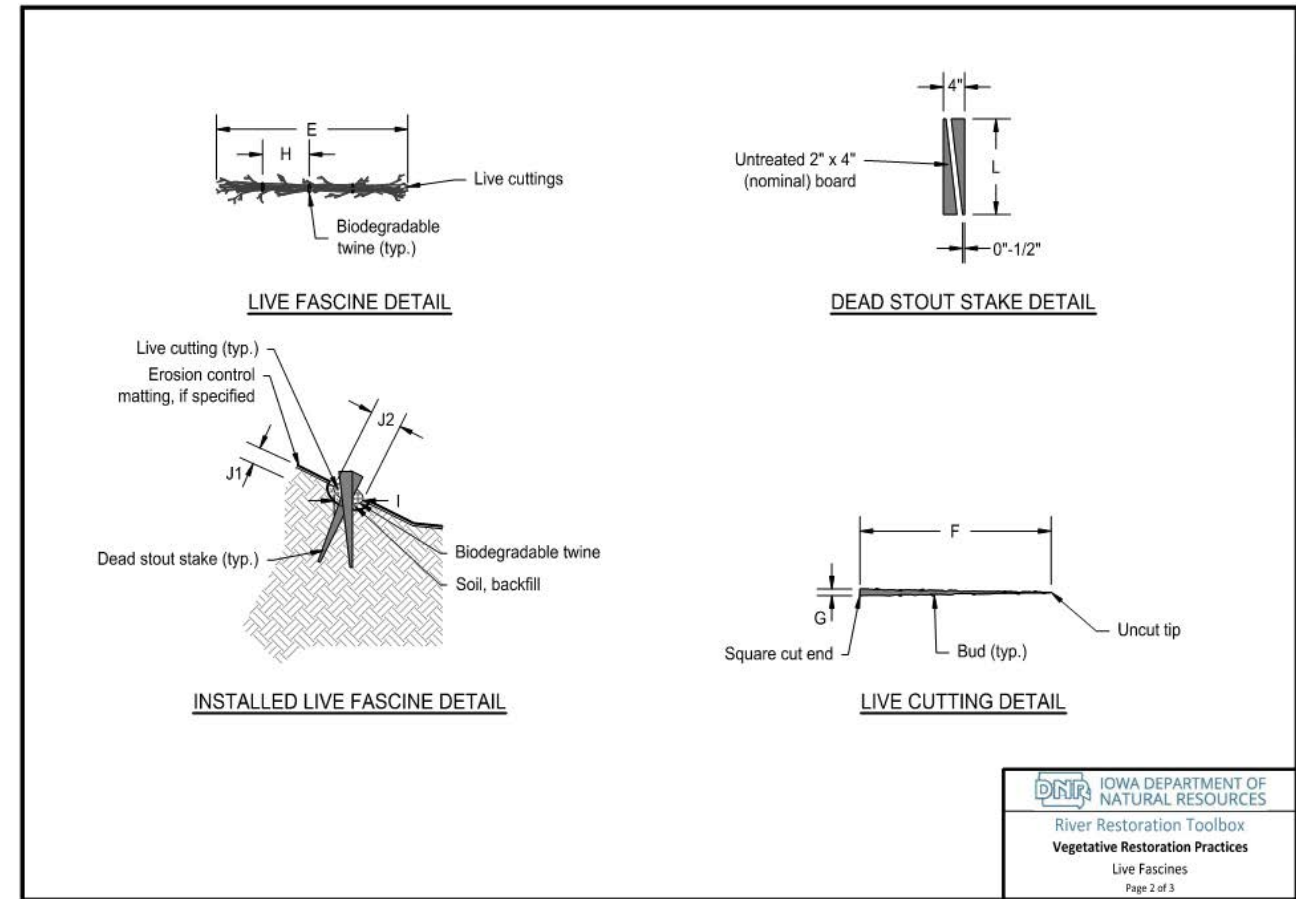
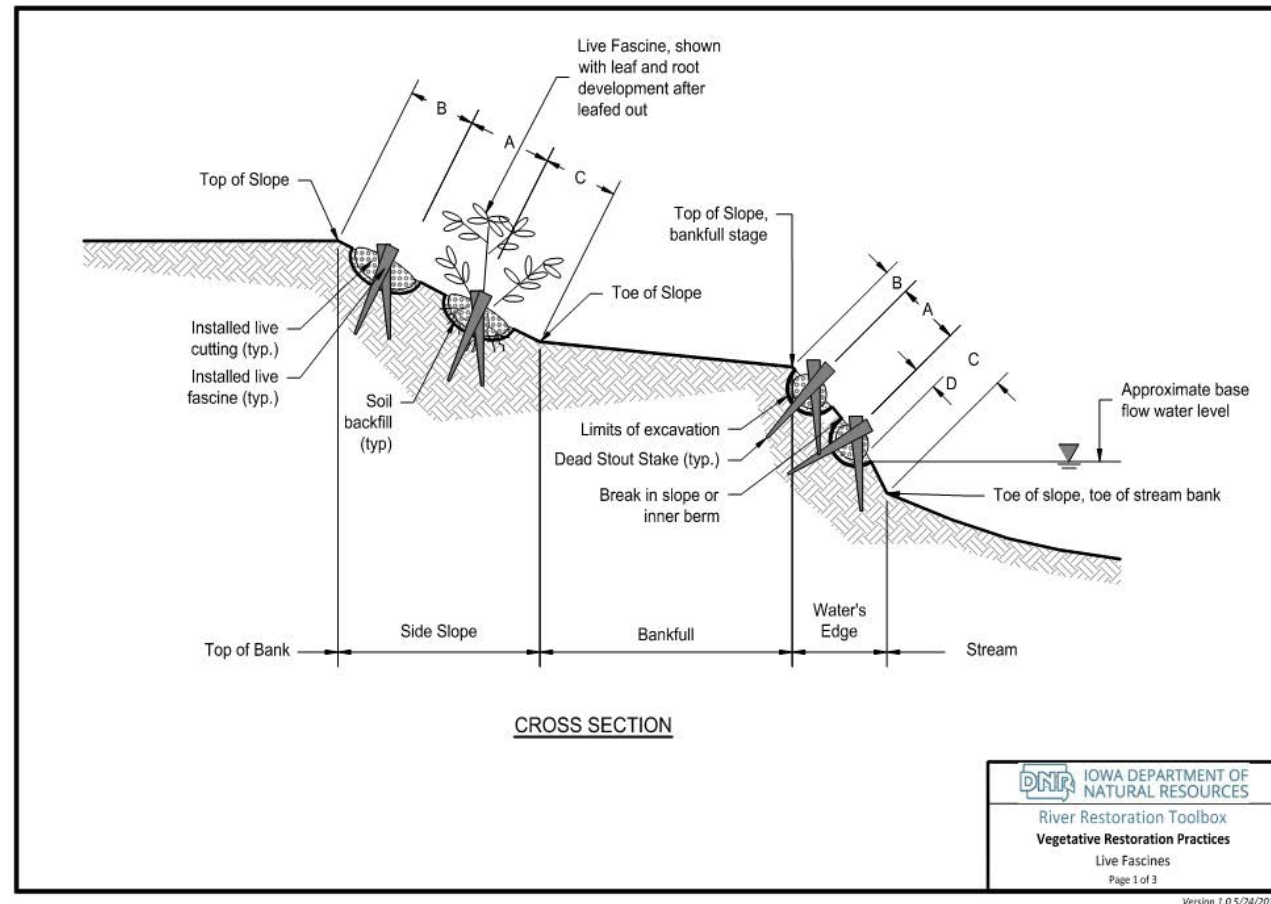
Table 2. Required Design Data for Live Fascine¹

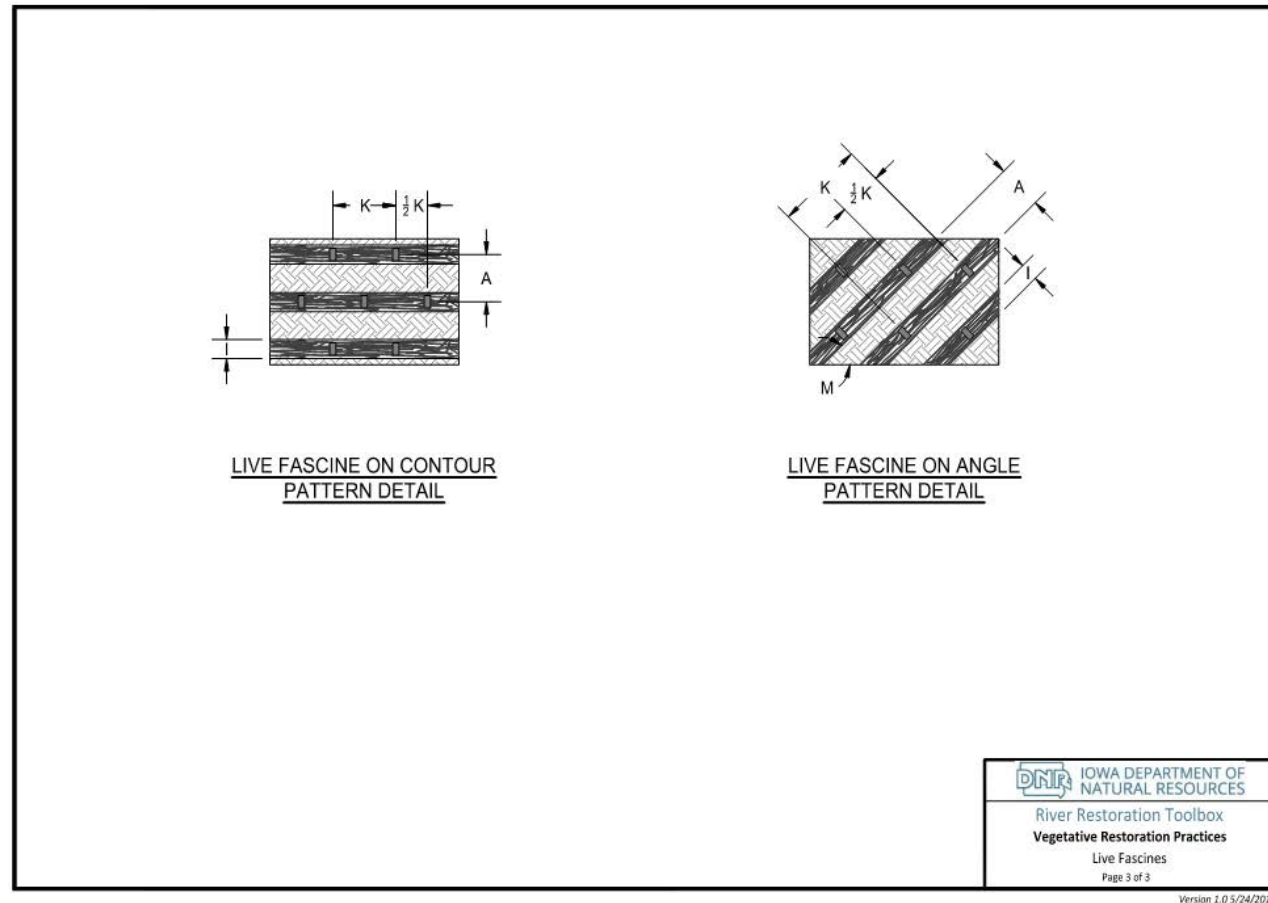
Dimension ²	Name	Typical Unit	Guidelines ³	Description
K	Dead stout stake spacing	Feet	3' (NRCS 2007a)	Spacing of wooden, wedge-shaped stakes used to fasten the assembled fascine into the trench
L	Dead stout stake length	Feet	2' - 3' (NRCS 2007a)	Length of wooden, wedge-shaped stakes used to fasten the assembled fascine into the trench
M	Fascine angle (optional)	Degrees	30° - 60° (NRCS 2007a)	Angle of assembled fascine installation. On upper banks adjacent to a stream and along outside meanders, it may be useful to align the fascines at an angle to reduce the likelihood of scour and rill erosion around installed bundles.

Notes:

1. Data are for live fascines in bare soil and in soil covered with erosion control matting.
2. Dimension labels are referenced in the detail drawings.
3. Common guidance, values, or ranges are given unless they require computation using site-specific input.

Drawing 2. Live Fascine





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2.2.4 Specifications

In addition to the information presented in Section 1.0 Introduction, the following information should be developed into specifications to accompany the use of live fascines:

- Materials:
 - Dormant live cuttings of acceptable species and size. Cuttings should be straight, long, and slender branches. Dead branches may be combined into the bundle if they are not brittle.
 - Dead stout stakes - Wooden 2" x 4" boards, cut on a diagonal, to firmly anchor the bundle into the trench. As a variation, live stakes can be used in combination with dead stout stakes to help secure the live fascines
 - Biodegradable twine
 - Fertilizers and/or other soil amendments as required based on site conditions.
- Equipment/Tools:
 - While the installation of live fascines is typically accomplished by handwork, a small backhoe may be used to dig the required trenches, depending upon the size and scale of the project and the required diameter of the live fascine.
 - Scissors, machete, hand pruners, loppers, hand saw, or other cutting tools
 - Round tip shovel
 - Hammer and/or sledge hammer
- Sequence:
 - Prepare fascines:
 - Leave side branches intact. Stagger the live cuttings in a uniform bundle built to a diameter specified. Vary the orientation of the cuttings. 8- to 10-foot-long bundles can be prepared for ease of moving from the preparation area to the installation site. They can be spliced together to create a fascine long enough to fit the project site.
 - In the vertical bundle variation of a live fascine the cuttings are oriented in one direction so the cut ends can be placed in the water.
 - Tie bundles with twine at specified intervals.

- o Toe protection installation:
 - For toe protection on contour:
 - Start installation from a stable point at the upstream end of the unstable stream bank toe.
 - Excavate a trench at the toe of bank.
 - Align the fascine along the toe of the bank and place it into the trench.
 - Fasten the fascine into the trench with dead stout stakes pushed directly through the bundle at the spacing specified. Allow the stake to protrude 2 inches above the top of the bundle. A variation to improve depth of reinforcement and rooting, involves installing live stakes just below (downslope) and in between the previously installed dead stout stakes, leaving approximately 3 feet protruding from the finished ground.
 - Cover the fascine with soil, ensuring good soil-to-stem contact. Wash it with water to get soil around the inner stems of the bundle. Some of the bundle should remain exposed to sunlight to promote sprouting.
 - When using erosion control matting between the fascine bundles, the matting is first placed in the bottom of the trench, an inch of soil is placed on top and up the sides of the trench and erosion control matting, and the fascine bundle is then placed in the trench and staked down (NRCS 2007a).
 - For toe protection with vertical bundles: Fascines can be oriented perpendicular to the stream bank contours with the cut ends in the water. This practice is often called the "vertical bundle method."
- o Slope protection installation:
 - Start installation at the toe of the bank and proceeds towards the top of bank.
 - Remove loose, failed, or failing soil from surface of the bank and smooth.

- Align the fascine along the contour for dry banks. Place the fascine bundle at angle specified along wet slopes to facilitate (capture and direct) drainage.
- Excavate a trench to the width and depth specified.
- Place the bundle in the trench and fasten with dead stout stakes. Install dead stout stakes directly through the bundle at the specified spacing. The top of the stakes should protrude 2 inches above the top of the bundle. A variation to improve depth of reinforcement and rooting involves installing live stakes just below (downslope) and in between the previously installed dead stout stakes, leaving approximately 3 feet protruding from the finished ground.
- Cover the fascine with soil, ensuring good soil-to-stem contact. Wash it with water to get soil around the inner stems of the bundle. Some of the bundle should remain exposed to sunlight to promote sprouting.
- When using erosion control matting between the fascine bundles, the matting is first placed in the bottom of the trench, an inch of soil is placed on top and up the sides of the trench and erosion control matting, and the fascine bundle is then placed in the trench and staked down (NRCS 2007a).
- Workmanship:
 - o All cuts should be clean and smooth.
 - o No cracked or split live stakes should be used.
 - o The fascines and/or dead stout stakes should not protrude from the banks to a degree such that they reduce the cross-sectional area of the stream.
 - o Some of the fascine should be exposed to sunlight to promote sprouting.
 - o It is important to ensure that the upstream and downstream ends of the live fascine installed tie-in smoothly into the undisturbed bank outside of the project area.
- Equipment:
 - o Sledge hammer or a rubber mallet or dead blow hammer if lives stakes are used as anchors.

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- o Hand pruners, loppers, hand saw, and/or chain saw
- o Shovel
- Maintenance: Fascine growth may require protection from beaver, deer, cattle, or other predators. Various types of deer-proof fencing or fine wire screen or mesh can be secured around the cuttings to offer protection. If the area is grazed, restrict livestock from the project site.

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2.2.5 Photographs



Photo 13. Prepared fascines. Source: Unknown



Photo 14. Prepared fascine. Source: Unknown



Photo 15. Cuttings stored in water before made into fascines. Source: Charlotte-Mecklenburg Storm Water Services



Photo 16. Fascines placed at angles and on contours. Source: Charlotte-Mecklenburg Storm Water Services



Photo 17. Fascines with new growth. Source: Charlotte-Mecklenburg Storm Water Services



Photo 18. Installed fascine. Source: Stantec

2.3 BRUSH LAYERING

2.3.1 Narrative Description

Brush layering is a soil bioengineering technique that consists of alternating layers of dormant live cuttings (brush) and soil, and can be used to rebuild or to stabilize a stream bank. The brush provides internal slope stabilization to counter shallow soil slides and frictional resistance to shear stress generated by water flowing against the slope like conventional geotextile slope reinforcement products and erosion control matting. Brush layering provides short-term protection against surface erosion and slope failure; in the long-term, roots grow along the stems of the material and help bind the soil together. In addition, the protruding cuttings reduce the lengths of long slopes, helping to reduce erosion due to surface runoff. Furthermore, the brush layers act as horizontal slope drains, helping to stabilize saturated slopes.

Brush layering on an existing slope can be undertaken by landowners. Often however, a lack of vegetation on stream banks is due to unstable conditions; analysis and design by a professional may be required to stabilize the stream bank and reestablish vegetation.

2.3.2 Technique Information

- **Use:** Brush layering protects slopes from shallow slides and surface erosion, and re-establishes native vegetation.
- **Other uses:** In addition to short- and long-term erosion control and slope stability, brush layering will mature into streamside vegetation and provides numerous other benefits. For example, the vegetative growth from brush layering increases the amount and quality of riparian habitat for birds, mammals, and other terrestrial animals by providing food and cover, and improves in-stream habitat and water quality for fish and other aquatic organisms through reducing water temperatures by providing shade. The roots of woody plants also aid with the uptake of excess nutrients in storm water runoff, especially nitrogen. During high flows, the vegetation also provides fish and other aquatic organisms with refuge from high velocities.
- **Best applications:**
 - Brush layering requires large amounts of live cuttings and is best undertaken at sites with an adequate supply of suitable species for on-site harvesting.
 - Brush layering is limited to shallow bank slope excavations and should be constructed on a stable foundation (NRCS 2007a); toe protection may be required at a brush layering site.
 - Bare areas on stable slopes.

- **Variations:**
 - A variation of brush layering is branch packing. Branch packing adds a matrix of vertical posts in the brush layers. Branch packing is typically used to repair small, scoured-out stream banks and slope failures only.
 - Brush layers separated by geotextile-wrapped soil lifts is called vegetated geogrid. Vegetated geogrids are suitable in high shear stress, outside bend, steep stream banks.
- **Computations:** Computations are generally not necessary for landowners using brush layering to revegetate bare areas on otherwise stable stream banks. However, planting vegetation adjacent to streams can adversely impact the local hydraulics, sometimes deflecting currents adversely, catching debris and causing blockages, or increasing roughness and causing increases in flood stage.

For stream restoration projects, brush layering requires design by a professional.

Hydrologic and hydraulic computations aid in verifying that the appropriate conditions exist for use of brush layering. Geometric calculations are required to properly size and situate the vegetative structure within the context of its individual location. Hydraulic analysis is required to determine where to place brush layering on the slope, how the above-ground growth will distribute energy at various flow stages, and to verify that the velocities and shear stresses generated by streamflow do not exceed the permissible velocity and tensile strength of the vegetative structure.

Brush layering properties: Depending on adequate anchoring, brush layering is cited in NRCS 2007a as having an initial permissible velocity of 2-4 ft/s; permissible velocity increases to over 10 ft/s once vegetation is established. NRCS also cites initial permissible shear stress of 0.2 – 1 lbs/ft²; permissible shear stress increases to 2.6 lbs/ft² to over 6 lbs/ft² once vegetation is established.

- **Key Features:**
 - Brush layering requires the use of woody riparian plant species that root easily from dormant live cuttings.
 - Dormant live cuttings are layered in a crisscross pattern in three courses on one or more benches excavated in the stream bank.
- **Cautions:**
 - Planting vegetation adjacent to streams can adversely impact the local hydraulics, sometimes deflecting currents, catching debris and causing blockages, or increasing roughness and causing increases in flood stage.

- o Vegetation alone will likely be unsuccessful on steep bank slopes without sufficient shaping.

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2.3.3 Detail Drawings and Data Table

The following drawings and data table depict information that should be included in construction plans for brush layering. The data table includes design guidelines and sources, where applicable.

Table 3. Required Design Data for Brush Layering¹

Dimension ²	Name	Typical Unit	Guidelines ³	Description
A	Brush layer course spacing	Inches	3-5" (NRCS 2007a)	Amount of soil between each of three courses of brush and live cuttings that form the brush layer
B	Brush layer – top of slope placement	Feet, inches	--	Position of brush layer bench relative to the top of a slope.
C	Brush layer – toe of slope placement	Feet, inches	--	Placement of brush layer bench relative to the toe of a slope.
D	Brush layer – base flow relationship	Feet, inches	--	Position of brush layer bench relative to the approximate base flow water level with consideration given to duration of inundation during bankfull and other high flow events.
E	Bench excavation width	Feet	2-3' (NRCS 2007a)	Width of excavation of bench onto which the layers of brush and live cuttings and soil will be layered. Square-cut end (not the uncut growing tip) of the live cuttings should touch the back of the excavation.

Table 3. Required Design Data for Brush Layering¹

Dimension ²	Name	Typical Unit	Guidelines ³	Description
F	Brush and live cutting diameter	Inches	3/4" – 3" (NRCS 2007a)	Diameter of brush and live cutting from woody plant to be used in brush layer – typically cite a permissible minimum and maximum diameter
G	Brush and live cutting length	Feet	3' – 6' (NRCS 2007a)	Length of brush and live cutting from woody plant to be used in brush layering
H	Brush and live cutting protrusion	Inches	6" – 18" (NRCS 2007a)	Distance installed brush and live cuttings should protrude from the slope.
I	Brush and live cutting density	Branches per linear foot	15-45 branches per foot (NRCS 2007a)	Install the brush layer in three courses with the first layer oriented to the right, the second layer oriented to the left, and the third layer pointing straight out of the slope. The finished brush layer has 15-45 branches per linear foot; 5-15 should be live cuttings.
J	Bench excavation slope	Degrees	15-25° (NRCS 2007a)	Slope of bench excavation down from the front outer edge to the back of the excavation.

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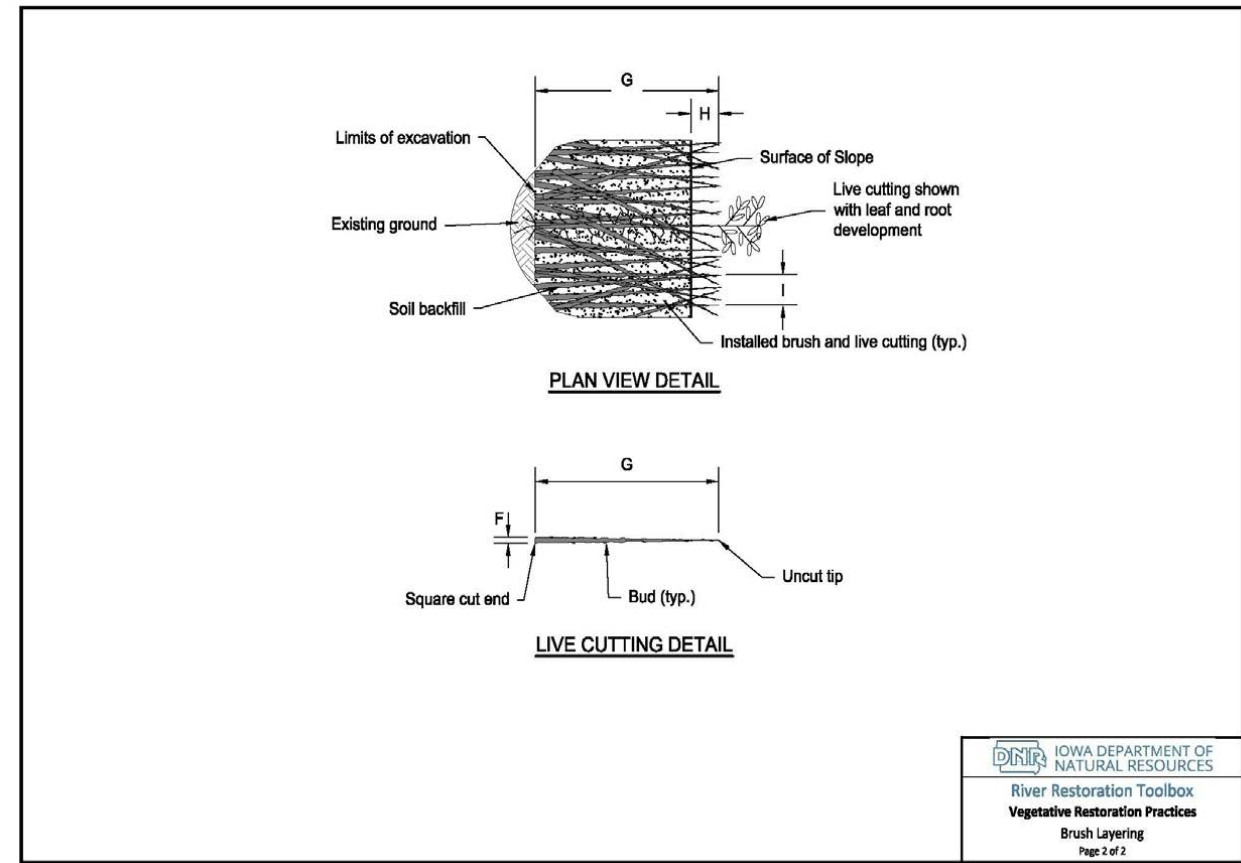
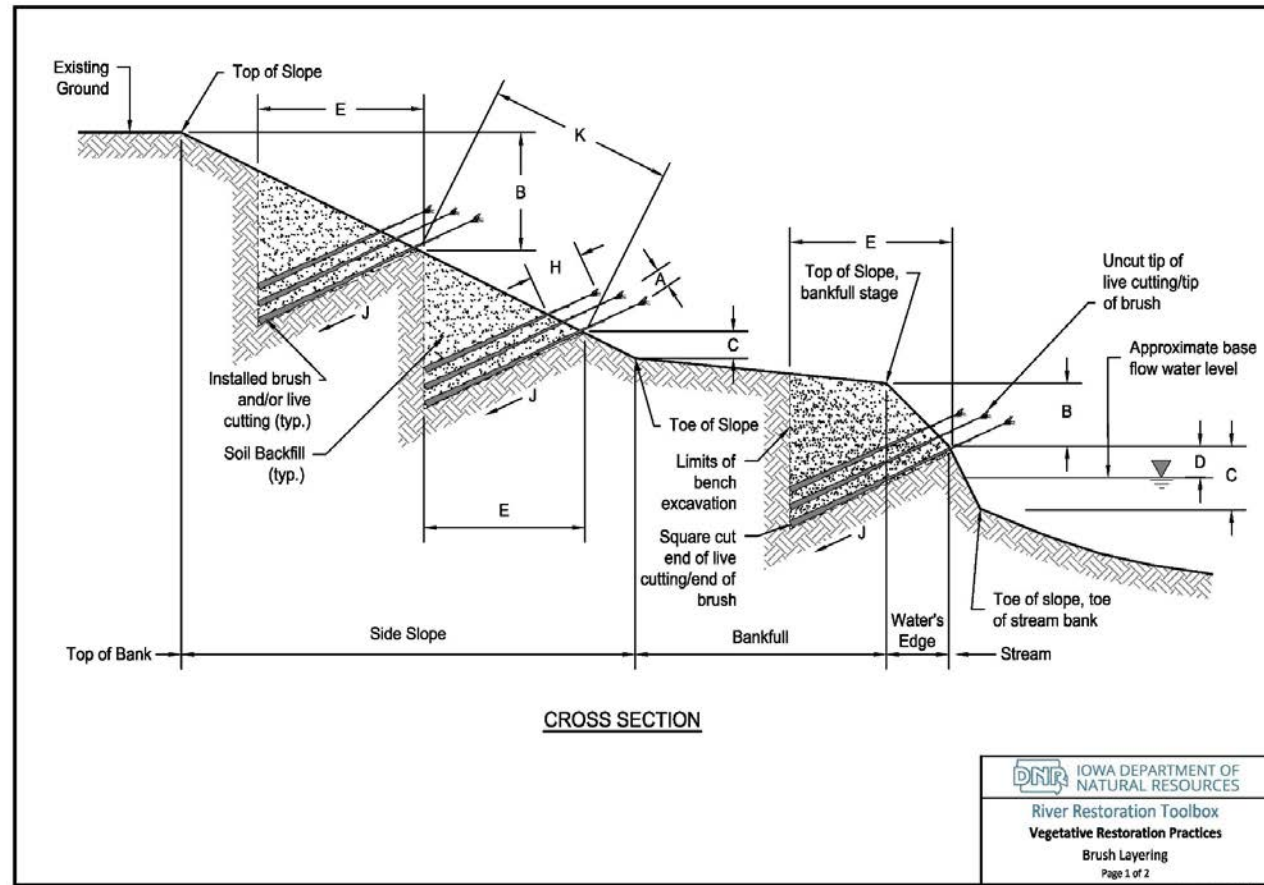
Table 3. Required Design Data for Brush Layering¹

Dimension ²	Name	Typical Unit	Guidelines ³	Description
K	Bench spacing	Feet	3-5' (NRCS 2007a)	Bench spacing is the distance between benches on which the brush is layered. Bench spacing varies based on slope and whether soil conditions are wet or dry.

Notes:

1. Data are for brush layering in bare soil.
2. Dimension labels are referenced in the detail drawings.
3. Common guidance, values, or ranges are given unless they require computation using site-specific input.

Drawing 3. Brush Layering



2.3.4 Specifications

In addition to the information presented in Section 1.0 Introduction, the following information should be developed into specifications to accompany the use of brush layering:

- Materials:
 - Brush
 - Dormant live cuttings from acceptable species and cut to size
- Equipment/Tools:
 - Machete, clippers, saw, hammers, chainsaw, and/or loppers
 - Shovel and/or machinery to excavate and level benches
- Sequence:
 - Prepare live cuttings to the size specified.
 - Remove loose soil from face of the slope.
 - Start installation from the toe of the slope while working upslope along the bank.
 - Excavate benches.
 - Place branches in overlapping and crisscross configuration in three courses, separated by soil. Repeat until desired thickness is reached. Compact backfill to remove air pockets.
 - Orient the stems such that the basal ends touch the back of the undisturbed slope. Approximately $\frac{1}{4}$ of the branch stem should extend beyond outside of each brush layer.
 - Trim the terminal bud so that stem energy will be routed to the lateral buds for more rapid root and stem sprouting.
- Workmanship:
 - All cuts should be clean and smooth.
 - No cracked or split live stakes should be used.
 - The finished surface of the brush layering should be generally in accordance with the lines, grades, cross sections, and elevations of the design.

- It is important to ensure that the upstream and downstream ends of the brush layering tie-in smoothly into the undisturbed bank outside of the project area.
- Maintenance: Brush layering growth may require protection from beaver, deer, cattle, or other predators. Various types of deer-proof fencing or fine wire screen or mesh can be secured around the cuttings to offer protection. If the area is grazed, restrict livestock from the project site.

2.3.5 Photographs



Photo 19. Brush Layering with soil warp used to stabilize a stream bank. Source: Salix Applied Earth Care



Photo 20. Brush layering, including soil warp, Whiskeytown Lake, CA. Source: Salix Applied Earth Care



Photo 21. Brush layering, including soil warp, Whiskeytown Lake, CA. Source: Salix Applied Earth Care



Photo 22. Brush layering, including soil warp, Whiskeytown Lake, CA. Source: Salix Applied Earth Care



Photo 23. Bench excavation for brush layering. Source: Stantec



Photo 24. Brush layering with soil wrap, Raleigh, NC. Source: KCI

2.4 EROSION CONTROL MATTING

2.4.1 Narrative Description

Erosion control matting is used to temporarily stabilize and protect disturbed soil from erosion due to surface water runoff, to improve moisture retention, and protect newly planted seed from washing away and being consumed by animals. The mattings are manufactured from a variety of biodegradable and/or non-biodegradable materials, including coconut fiber (coir), jute, hemp, wood excelsior (shavings), and/or straw mulch. Natural, biodegradable materials are preferred in stream restoration applications.

Erosion control matting is typically placed on the surface of soil slopes and fastened with biodegradable stakes, preferably wood. Woody cuttings and herbaceous plants can be planted through the matting; seed and topsoil can be placed underneath. Erosion control matting stabilizes stream banks and other slopes until vegetation takes root.

Lack of vegetation on stream banks is often due to unstable conditions; analysis and design by a professional may be required to stabilize the stream bank and select and design appropriate erosion control matting.

2.4.2 Technique Information

- **Use:** Intended to temporarily stabilize and protect disturbed soil from erosion due to surface water runoff until vegetation can be established.
- **Other uses:** Creates advantageous microclimate and protects newly planted seeds from washing away and being consumed by animals. In addition, covering seeded areas with erosion control matting can increase the germination rates for grasses and legumes, and assist vegetation establishment. Erosion control matting can also reduce desiccation and evaporation by insulating the soil.
- **Best applications:** Erosion control matting should be used in areas where the risk of soil loss exists due to earth-disturbing activities. Application should adhere to the slope and shear stress constraints published by the product manufacturer. Erosion control blankets are not intended for use in low-flow channels.
- **Computations:** Hydrologic and hydraulic computations aid in verifying that the appropriate conditions exist for use of erosion control matting. Geometric calculations are required to properly size and situate the matting within the context of its individual location. Hydraulic analysis is required to determine where to place erosion control matting on the slope, how the matting and the intended vegetative growth will distribute energy at various flow stages, and to verify that the velocities and shear stresses generated by streamflow do not exceed the permissible velocity and tensile strength of

the product used. Erosion control matting manufacturers provide permissible velocity and allowable shear stress information for their products.

Key Features:

- o A manufactured matting (e.g., a spun or woven fabric typically supplied in rolls) is used to cover soil.
- o Erosion control matting is fastened into trenches at the top and bottom of slopes and is also fastened throughout with stakes.
- o Erosion control matting can be placed over seeded and mulched soil. Live stakes can be installed through erosion control matting.

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2.4.3 Detail Drawings and Data Table

The following drawings and data table depict information that should be included in construction plans for erosion control matting. The data table includes design guidelines and sources, where applicable.

Table 4. Required Design Data for Erosion Control Matting¹

Dimension ²	Name	Typical Unit	Guidelines ³	Description
A	Matting stake spacing	Feet, inches	Varies; typically, 6-12", maximum spacing of 18"; based on manufacturer's specification for site conditions (SUDAS 2017).	Spacing between erosion control matting stakes used to fasten the matting to the soil
B	Matting overlap	Feet, inches	Varies; typically, 3-8", based on manufacturer's specification for site conditions (SUDAS 2017)	Amount of erosion control matting overlap if multiple pieces and/or rolls of matting are used. Overlap varies depending on the location of the overlap with respect to position on the slope, location of the matting (edge or end), and product specifications.
C	Matting anchor trench depth	Feet, inches	Varies; 4" minimum, based on manufacturer's specification for site conditions (SUDAS 2017)	Depth of trench into which edge of erosion control matting is anchored at the top and/or toe of a slope.
D	Matting anchor trench width	Feet, inches	Varies; 4" minimum, based on manufacturer's specification for site conditions (SUDAS 2017)	Width of trench into which edge of erosion control matting is anchored at the top and/or toe of a slope.

Table 4. Required Design Data for Erosion Control Matting¹

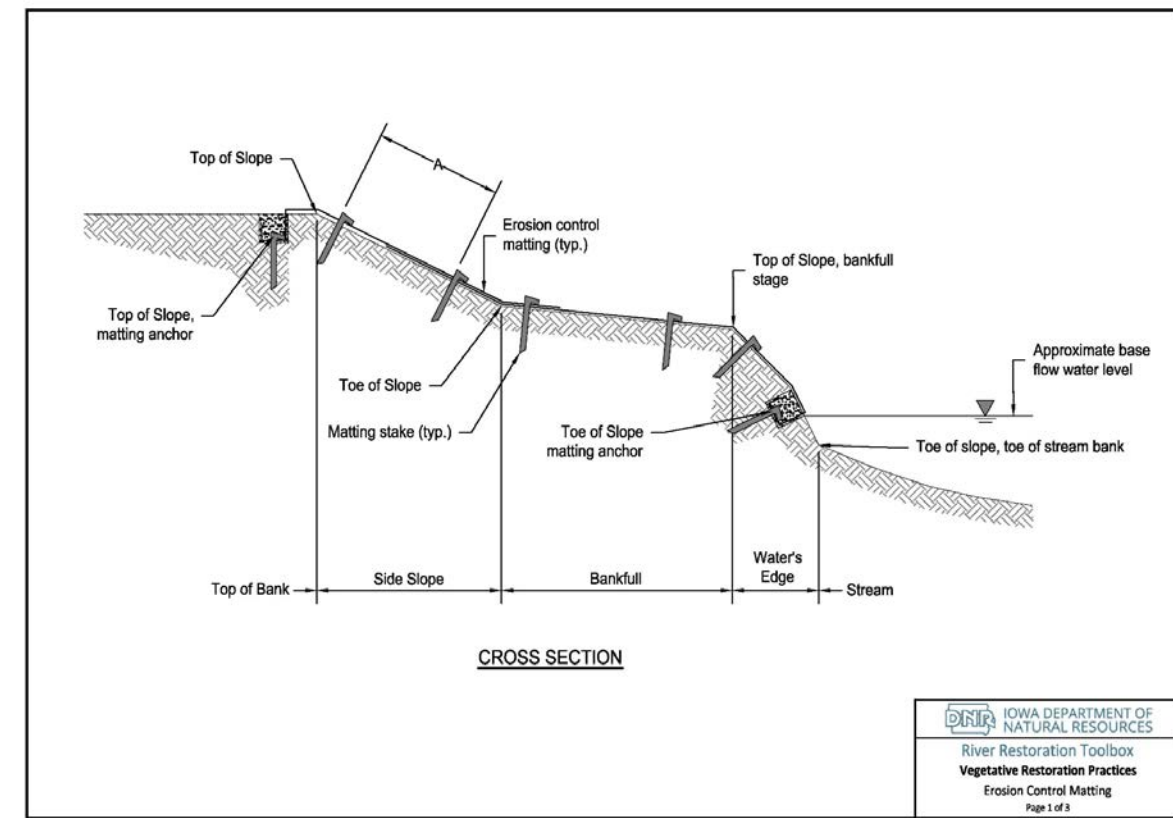
Dimension ²	Name	Typical Unit	Guidelines ³	Description
E	Top of slope anchor trench setback	Feet, inches	--	Top of slope anchor trench distance from the top of slope. Top of slope refers to top of side slope, bank slope, terrace slope, bankfull, etc.
F	Matting stake length	Inches	Varies; typically, a minimum of 6", based on manufacturer's specification for site conditions (SUDAS 2017)	Length of erosion control matting stakes or staples used to fasten the matting to the soil

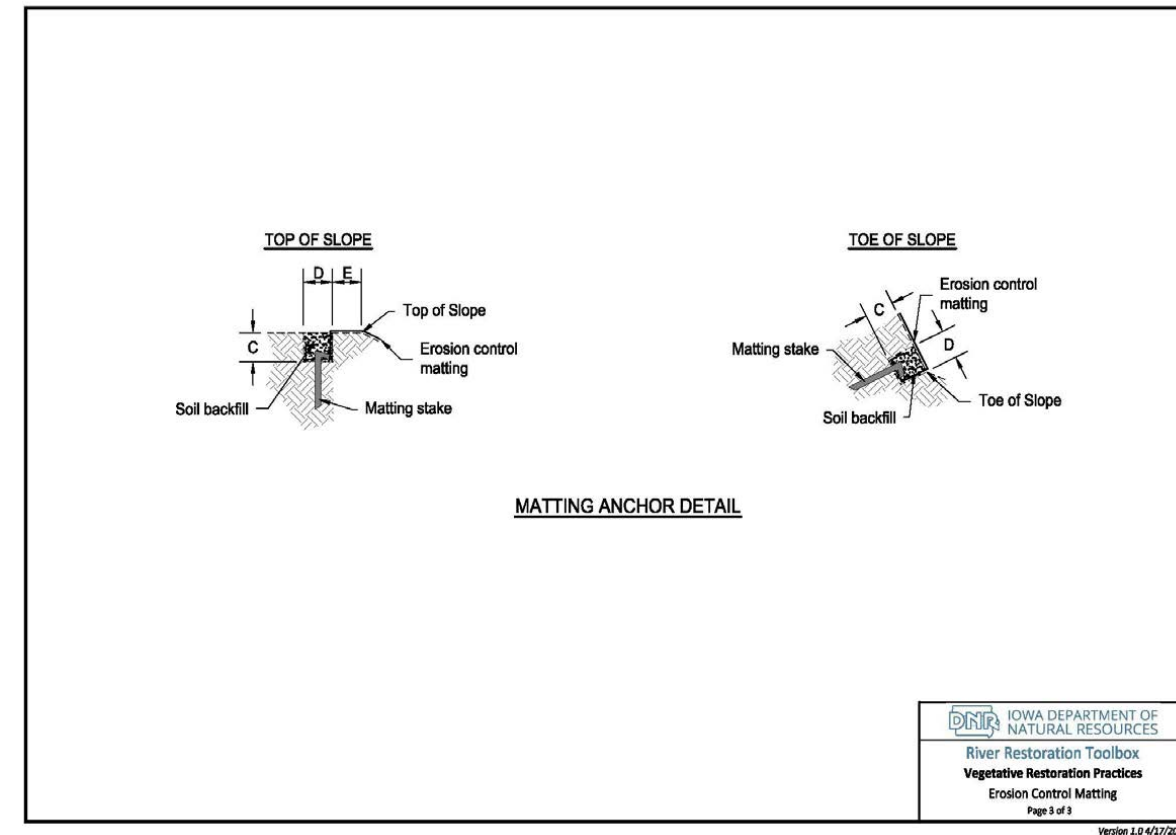
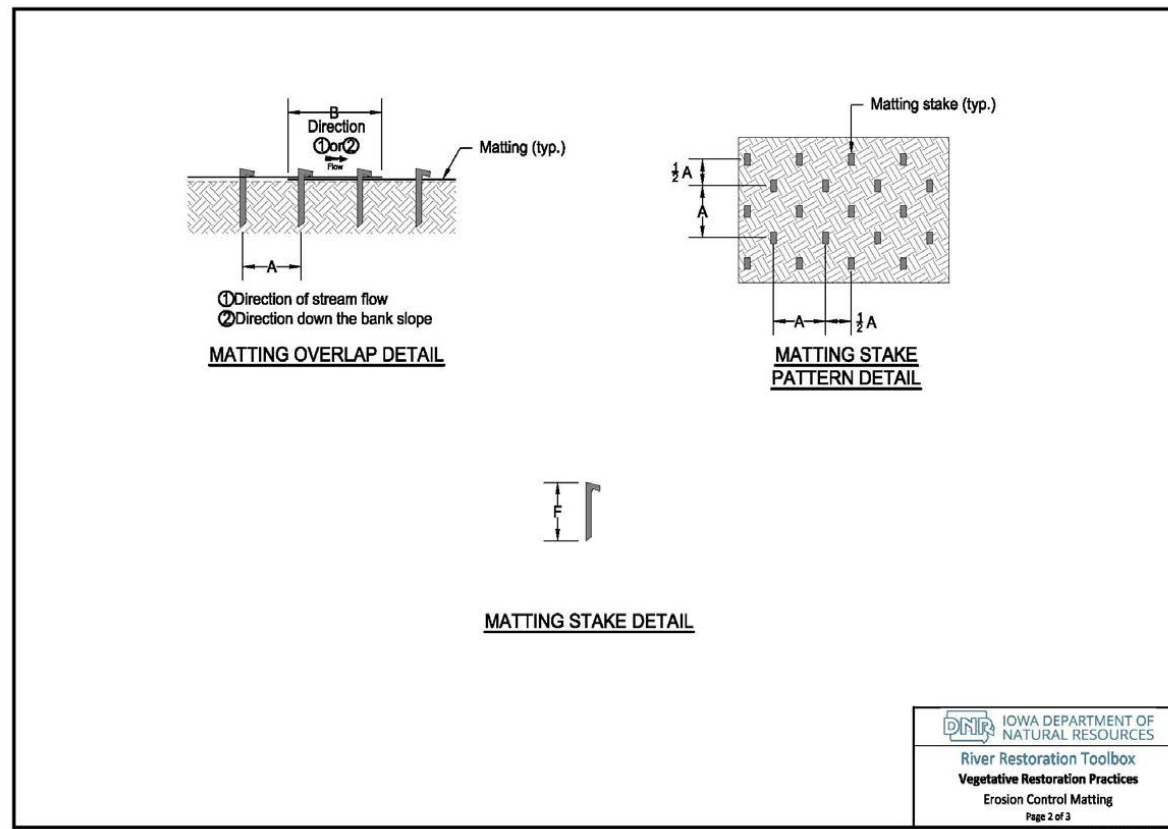
Notes:

1. Data are for erosion control matting applied to stream bank slopes.
2. Dimension labels are referenced in the detail drawings.
3. Erosion control manufacturer's guidelines should be followed, based on type of matting used and conditions at the site.

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Drawing 4. Erosion Control Matting





2.4.4 Specifications

In addition to the information presented in Section 1.0 Introduction, the following information should be developed into specifications to accompany the use of erosion control matting:

- Materials:
 - Erosion control matting
 - Wedge-shaped wooden stakes and/or metal or biodegradable staples, depending on the manufacturer's specifications
- Equipment/Tools:
 - Heavy equipment is typically unnecessary when installing erosion control matting.
 - Shovel
 - Rubber mallet or hammer
 - Scissors, boxcutter, or other cutting tool
- Sequence:
 - Grade the exposed earthen surface and remove all debris.
 - Compact the exposed earthen surface to the desired amount.
 - Amend soils as necessary.
 - Seed the exposed surface with native herbaceous seed and rake to ensure good seed-soil contact.
 - Excavate a trench along the toe of the slope and along the top of the bank.
 - Excavate a trench at the upstream end that is perpendicular to the flow (key trench) and connect to the ends of the other trenches.
 - Place the ends of the matting on the stream bank with the ends of the matting in the trench so that the matting is touching the three sides of the trench. Secure the matting to the bottom of the trench by using a wedge-shaped wooden stake.
 - Cover the rest of the stream bank with the matting, making sure that the edges of each mat overlap and are shingled away from the direction of flow. Each

overlap should be secured with wedge-shaped wooden stakes or staples, depending upon the manufacturer's specifications. In addition, secure the blanket to the slope according to the manufacturer's specifications. It is important to secure the upstream end of the mat by keying it into the final trench.

- Backfill the trenches with excavated soil or small cobble and compact it.
- Workmanship:
 - The finished surface of the erosion control matting should not have any voids, or matting that has not been properly anchored into the stream bank.
 - All trenches need to be compacted, especially the trenches that are perpendicular to the flows along the upstream and downstream edges of the project site.
 - There should be no loose ends of erosion control matting.
 - It is important to ensure that the upstream and downstream ends of the erosion control matting are keyed into the bank to prevent the matting from becoming unraveled during high flows.
 - It is critical that the matting maintain contact with the soil during a high flow event. If the matting separates from the soil by more than an inch under a reasonable tug additional staking is necessary.
 - If possible, avoid disturbing installed erosion control matting.

2.4.5 Photographs



Photo 25. Top of slope trench for erosion control matting anchor. Source: Collins & Baker Engineering



Photo 26. Erosion control matting installed on a slope. Source: Salix Applied Earthcare



Photo 28. Erosion control matting. Source: Salix Applied Earthcare



Photo 29. Erosion control matting installed on slope. Source: Iowa DNR



Photo 27. Erosion control matting with seed growing through. Source: Charlotte-Mecklenburg Storm Water Services



Photo 30. Erosion control matting being rolled onto a stream bank. Source: Collins & Baker Engineering

2.5 SOD MATTING

2.5.1 Narrative Description

Sod matting consists of large pieces of intact wetland soil and vegetation that has been removed from a donor site. Pieces of sod matting can be harvested from areas scheduled for demolition or other areas where material is available. Sod matting is used to provide channel bank stabilization where rock and/or logs are either not available or within context of the existing watershed conditions. The sod mats themselves provide initial channel bank stabilization, and the stabilization benefit is increased as the root systems grow deeper and denser. Sod matting is typically used in low-gradient stream systems where cohesive soils are present.

Installing sod mats on an existing slope can be undertaken by landowners. Often however, a lack of vegetation on stream banks is due to unstable conditions; analysis and design by a professional may be required to stabilize the stream bank and reestablish vegetation.

2.5.2 Technique Information

- **Use:** Sod matting can be used for both immediate and long-term bank stabilization. Immediate stabilization is provided by the mass of the harvested sod mats and the vegetation growth already present. Long-term stability is increased when rooting depth increases and becomes denser.
- **Other uses:** Sod matting can be used in combination with other bank protection measures such as toe wood, root wads; stacking sod mats on top of these and other types of toe protection provides a natural transition between the toe protection structure and the stream bank slope. Vegetative cover can improve wildlife habitat along the stream corridor while also improving the aesthetics of a project site. Sod mats prevent erosion from storm water runoff and reduce sheet and rill erosion.
- **Best applications:**
 - Sites with an adequate supply of sod with suitable species for sod mats
 - Transitions between in-stream and/or toe protection structures and stream banks.
 - Bare areas on existing stable slopes and stream banks or slopes and banks recently graded to a stable angle (e.g. - as part of a stream restoration project)
 - Areas on the floodplain where restoration activities are proposed
- **Computations:** Computations are generally not necessary for using sod mats to revegetate bare areas on otherwise stable stream banks. However, hydrologic and hydraulic computations can aid in verifying that the appropriate conditions exist for use

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of sod mats and whether a combination of other bank protection methods may be necessary.

- **Key Feature:** Sod mats are harvested at a site, usually in a proximity to the work, and placed on stream banks providing immediate vegetative cover of bare soils.

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2.5.3 Detail Drawings and Data Table

The following drawings and data table depict information that should be included in construction plans for sod matting. The data table includes design guidelines and sources, where applicable.

Table 5. Required Design Data for Sod Matting¹

Dimension ²	Name	Typical Unit	Guidelines ³	Description
A	Sod mat width	Feet	Sod mats should generally be about 8 sq. ft and 6-8" thick, depending on the type of equipment used to excavate them (NRCS 2008).	Width of individual sod mat.
B	Sod mat length	Feet	Sod mats should generally be about 8 sq. ft and 6-8" thick, depending on the type of equipment used to excavate them (NRCS 2008).	Length of individual sod mat.
C	Sod mat thickness	Inches	6" - 8" (NRCS 2008)	Thickness of individual sod mat.
D	Stacked sod mat setback	Feet, inches	--	The distance between the edges of sod mats stacked to form a slope
E	Width of stacked sod mats	Feet, inches	--	Width of a bank created by stacked sod mats

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Dimension ²	Name	Typical Unit	Guidelines ³	Description
F	Height of stacked sod mats	Feet, inches	Harvested sod mats should be placed in a matching hydrological zone similar to the donor site.	Height of a slope created by stacked sod mats
G	Width of surface-applied sod mats	Feet, inches	--	Width of a slope stabilized with surface-applied sod mats
H	Top of bank sod matting distance	Feet	Harvested sod mats should be placed in a matching hydrological zone similar to the donor site.	Distance sod matting is installed on the top of bank

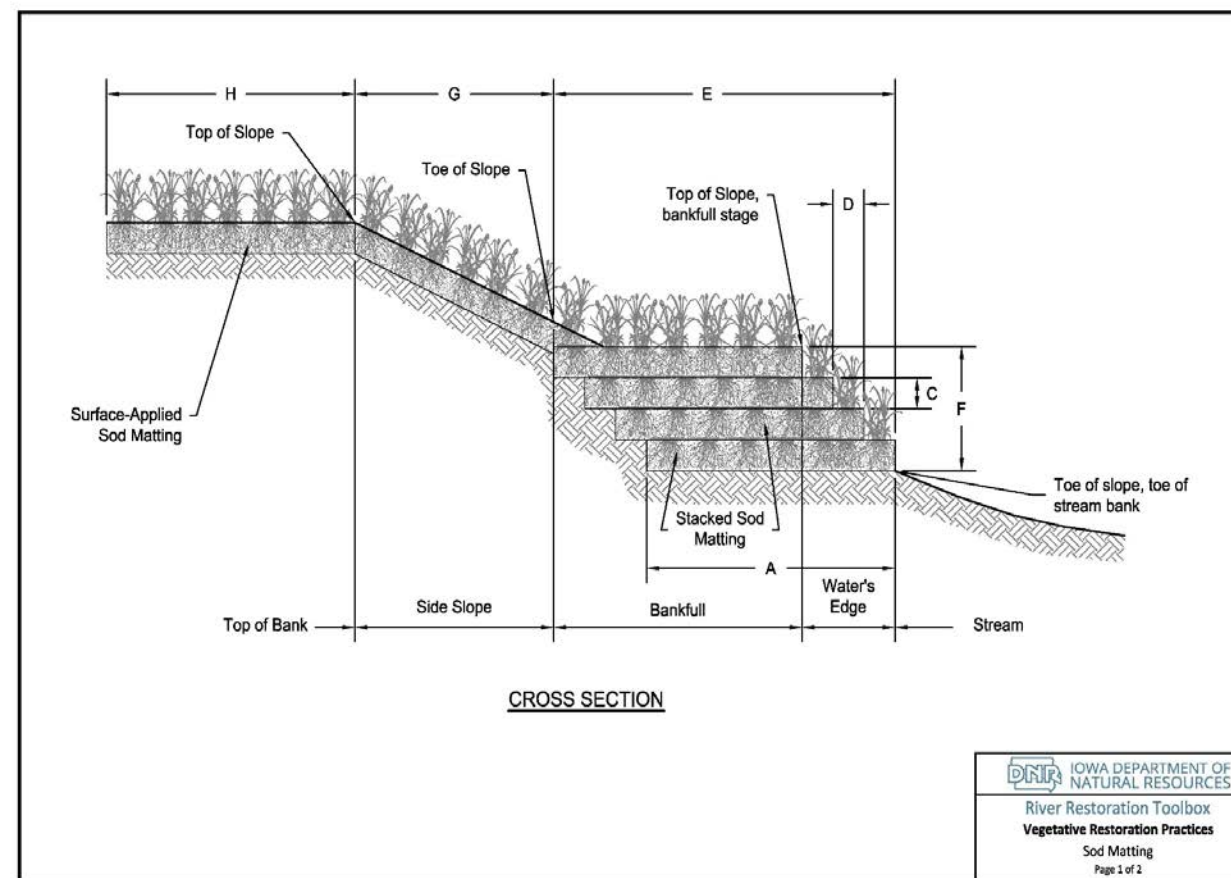
Notes:

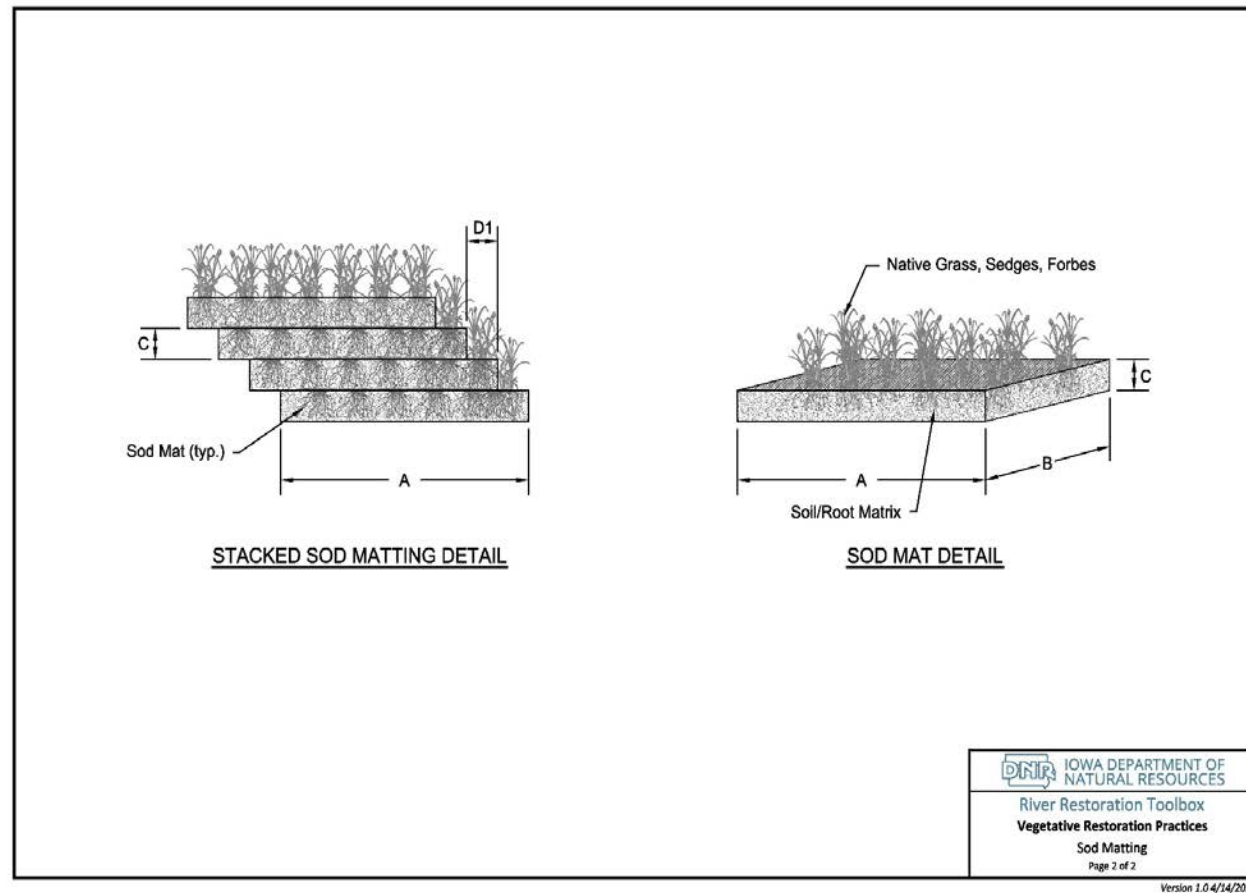
1. Data are for sod matting that is stacked to form a slope or surface-applied to a slope.
2. Dimension labels are referenced in the detail drawings.
3. Common guidance, values, or ranges are given unless they require computation using site-specific input.

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Drawing 5. Sod Matting





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2.5.4 Specifications

In addition to the information presented in Section 1.0 Introduction, the following information should be developed into specifications to accompany the use of sod matting:

- Materials
 - Donor site that contains an adequate supply of sod mats
 - Backhoe or front-end loader, wheel barrow, flatbed truck or trailer
 - Round and/or square tipped shovels
 - Wooden stakes
- Equipment:
 - A backhoe or front-end loader with a sharp-edged steel plate. A front-end loader can harvest uniform sod squares. The backhoe can harvest quickly, but yields uneven-edged mats.
- Sequence:
 - Identify location of sod mats to be harvested
 - Harvest sod mats from donor site with shovels, backhoe, or a modified front-end loader that contains a sharp-edged steel plate that undercuts the sod for safe and effective removal.
 - Depending upon the project size, load sod mats into a wheel barrow or onto a flatbed truck, or trailer and transport them to the work site.
 - Place the sod mat within the proper hydrologic zone, fitting them tightly against one another.
 - The top mat and/or other mats can be anchored with a live and/or dead stout stake to ensure that it does not mobilize during a flood event before the roots have established.
- Workmanship:
 - It is easiest to harvest sod mats when the soils are moist, yet well drained at the time of the cutting.
 - Sod mats can be stored on site if they are kept moist.

- o When transporting sod mats long distances, maintain moisture levels so that they do not become dried out.
- o The sod mat should be placed into the same hydrologic zone as where it was harvested.
- o When placing sod mats, do not leave large gaps between each sod mat as non-native vegetation will quickly attempt to colonize these voids.
- o Sod mats can be transplanted during any season if there is sufficient moisture in the soil where they will be placed.

2.5.5 Photographs



Photo 31. Sod mat harvest with a front-end loader. Source: Buck Engineering



Photo 32. Sod mat placed to form stream bank. Source: Buck Engineering



Photo 33. Sod mat stacked over toe wood. Source: Stantec



Photo 34. Sod matting on outside of a meander bend. Source: Stantec



Photo 35. Sod matting on stream banks. Source: Stantec



Photo 36. Excavator placing sod matting. Source: Bluegrass Streams, LLC

2.6 SEEDING

2.6.1 Narrative Description

Seeding is a low cost, low labor method to stabilize soils that involves the establishment of permanent, perennial vegetative cover consisting of grass or forb seed mixes. Seeding can be used as a single approach to stabilize stream banks where erosion is minor, or used in combination with other erosion control techniques such as erosion control matting and soil bioengineering where erosion is moderate to severe. The use of native, indigenous grasses and forbs is required as these species have evolved in a manner that will allow the recruitment of naturally-occurring woody vegetation.

Seeding provides rapid stabilization of stream banks by producing a mass of fibrous roots in the upper soil layer; this mass of roots bind the soil together and serve as a barrier, protecting the soil surface from wind and water erosion. In addition, grass roots help to improve soil structure by increasing soil porosity and increasing organic material that helps bind soil particles.

Seeding on an existing slope can be undertaken by landowners. Often however, a lack of vegetation on stream banks is due to unstable conditions; analysis and design by a professional may be required to stabilize the stream bank and reestablish vegetation.

2.6.2 Technique Information

- **Use:** Seeding is used to quickly establish plant growth along a stream bank. This helps reduce surface erosion, slow flow velocities, and reinforce the soil. Seeding may be used as both temporary and permanent vegetative cover during a stream restoration.
- **Other uses:** Vegetative cover will improve wildlife habitat along the stream corridor, as well as the aesthetics of the project site. Seeding will also prevent erosion from storm flow and reduce sheet and rill erosion. Seeding can be used to increase organic matter on a site and improve existing soil conditions.
- **Best applications:**
 - Bare areas on existing stable slopes and stream banks or slopes and banks recently graded to a stable angle (e.g. - as part of a stream restoration project)
 - Seeding is best used when rich topsoil is readily available and the seedbed has been properly prepared. Restoration projects should include seeding to reduce construction and post-construction erosion rates.
 - While seeding should be used along areas typically experiencing low to moderate stream bank erosion rates, it can be used along the entire riparian corridor.

- **Computations:** Computations are generally not necessary for using seeding to revegetate bare areas on otherwise stable stream banks. However, hydrologic and hydraulic computations can aid in verifying that the appropriate conditions exist for use of seeding and whether a combination of other bank protection methods may be necessary.
- **Key Features:**
 - Seeding can be used alone in cases of low flows, or in combination with other vegetative practices in cases of moderate to severe flows.
 - Native forb and/or grass seed mixes should be used.

2.6.3 Design Guidelines

- Proper seed selection can play a vital role in determining the success of this type of erosion control method. Choose local and climatically adapted perennial species that are long-lived, hearty, and require low inputs of fertilizer, irrigation, and mowing. Seed blends or mixtures should always be considered as they are more adaptable (Iowa DNR 2016).
- Use seeds that are appropriate to the season (i.e., warm-season plantings or cool-season plantings) and site conditions (Iowa Riverside Plant Selection 2016).
- Topsoil may be needed if the soil on the bank is not adequate.
- Use of mulch to cover seeds will prevent seeds from being blown or washed away and keep the soil surface moist.
- Native seed can be sown in the autumn directly into a cover crop of an annual grass. The annual grass provides a "living mulch" and will not out-compete the new growth of native grasses and forbs the following growing season.
- When deployed as a single technique, seeding alone will not stabilize the toe of a stream bank and it may not be an adequate approach to reduce existing stream bank erosion rates.

2.6.4 Specifications

In addition to the information presented in Section 1.0 Introduction, the following information should be developed into specifications to accompany the use of seeding:

- **Materials:**
 - Seed mix

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Vegetative Restoration Techniques
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- Organic fertilizer, inoculant, and/or nitrogen, if needed.
- Hydraulic mulch, tackifier, dye, if needed.
- Equipment/Tools:
 - Heavy equipment used to prepare the seedbed include chisel plows, discs, and rototillers. Application of seed mixes can be accomplished using seed drills or hydroseeders, if compatible with site conditions.
 - Rakes and shovels can be used to prepare the seed bed of smaller sites.
 - Broadcast spreader
 - Buckets for hand seeding
- Sequence:
 - Examine the site's soil conditions to determine whether the soil fertility and pH levels needs to be amended to satisfy the needs of the specific plant species that was selected.
 - Select proper seed mix, depending upon the conditions of the project site and time of year the site will be planted. Factors may include shade vs. sunlight, habitat values, rooting depths, etc. (Iowa DNR 2016).
 - Any Time of Year: Ready-sprouting mix (Iowa DNR)
 - ½ Virginia Wild Rye
 - ½ Annual Rye Grass if planted between March – September
 - ½ Oat Grain or Winter Wheat if planted between October – February
 - Fall/Spring Planting: Incorporate Diversity Mix (Iowa DNR) into above application guidelines.
 - Determine seeding rates and density
 - Depending upon the site's soil conditions, till existing site, apply topsoil, inoculant, compost, etc.
 - Apply the seeding mix to the project site by applying a liquid seed mix that can mechanically be blown (hydroseeded) onto the site, or by hand-broadcasting the seed mix. Till or rake seeds to the depth required for each seed species.

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Vegetative Restoration Techniques
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- Apply a thin layer of mulch or install an erosion control mat over the newly seeded area, if possible. Erosion mats should form well to the banks to prevent loosening and floatation, consist of biodegradable woven material, and consist of a material opening to allow for sprouts to emerge.
- Workmanship:
 - Seeding should be done during low flow conditions.
 - Vegetation must have enough time to adequately root and grow before high flows occur on the project site.

ITEM 24.

2.6.5 Photographs

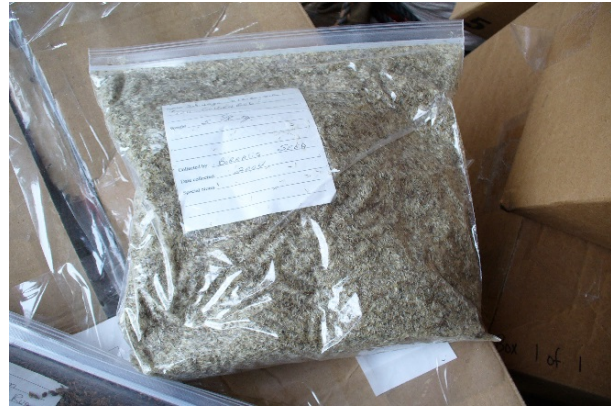


Photo 37. Native seed. Source: Lake Superior Tree Farm



Photo 38. New growth of native grass stream buffer. Source: Charlotte-Mecklenburg Storm Water Services



Photo 39. Testing soil pH and moisture. Source: Collins & Baker Engineering



Photo 40. Apply mulch to seeded stream banks. Source: Buck Engineering



Photo 41. Cover crop on the Dead River, MI. Source: Collins & Baker Engineering



Photo 42. Native forb seed. Source: Lake Superior Tree Farm

2.7 NURSERY STOCK, BARE ROOT, VEGETATIVE PLUG, AND TRANSPLANTING

2.7.1 Narrative Description

Nursery stock, bare roots, vegetative plugs, and the transplanting of carefully selected native plant material can provide immediate stream bank protection to an area of concern. The above-ground growth provides surface protection which continues to prevent surface erosion (e.g., rills, gullies). The growth also adds roughness to the stream bank, reducing the velocity of stream flow. The roots bind soil particles together and reinforce the soil mantle (NRCS 2007a). To assist with specific species selection for a project site, an Iowa Riverside Plant Selection guidance can be found online on the DNR website at <http://www.iowadnr.gov/Environmental-Protection/Water-Quality/River-Restoration>.

Nursery stock, bare root seedlings and vegetative plugs of varying native species can be obtained from local and regional nurseries (NRCS 2007b, 2011). Existing native vegetation can be typically be found on-site of the stream restoration project and marked for excavation so they can be salvaged and stored until they can be transplanted.

Installing nursery stock, bare roots, vegetative plugs, or the transplanting of carefully selected native plant material on a project site can be undertaken by landowners. Often however, a lack of vegetation on stream banks is due to unstable conditions; analysis and design by a professional may be required to stabilize the stream bank and reestablish vegetation.

2.7.2 Technique Information

- **Use:** Nursery stock, bare roots, vegetative plugs, and the transplanting of carefully selected native plant material protects the stream bank toe and slope from shallow slides, seepage and surface erosion, and re-established native vegetation.
- **Other uses:** In addition to short- and long-term erosion control and slope stability, nursery stock, bare roots, vegetative plugs, and the transplanting of carefully selected native plant material provides numerous other benefits including improved aesthetics, riparian habitat, and water quality. For example, vegetation growth increases the amount and quality of riparian habitat for birds, mammals, and other terrestrial animals by providing food and cover and improves in-stream habitat and water quality for fish and other aquatic organisms by reducing water temperatures by providing shade.
- **Best applications:**
 - This form of vegetative reestablishment is best used when combined with other erosion control methods, depending upon the site and the project's goals and objectives.

- o On its own, native riparian vegetation is typically installed along areas experiencing low to moderate stream bank erosion rates. When combined with other erosion control techniques, native riparian vegetation can be installed along the entire riparian corridor.

- **Computations:** Hydrologic and hydraulic computations aid in verifying that the appropriate conditions exist for installation of native riparian plants. Special consideration needs to be given to the frequency and duration of flows along the stream for proper plant selection.

Computations are generally not necessary for landowners using nursery stock, bare roots, vegetative plugs, and the transplanting of carefully selected native plant material to revegetate bare areas on otherwise stable stream banks. However, planting vegetation adjacent to streams can adversely impact the local hydraulics, sometimes deflecting currents adversely, catching debris and causing blockages, or increasing roughness and causing increases in flood stage.

As part of a stream restoration project, the design of a planting plan for nursery stock, bare roots, vegetative plugs, or the transplanting of native plant material requires design by a professional.

- **Key Feature:** The most important consideration when choosing where to plant a specific species is where to place it within the stream’s cross-section, including along the water’s edge, near the bankfull elevation, along the side slope, or on the top of bank, per the Iowa Riverside Plant Selection guidance (Iowa DNR 2016).

2.7.3 Detail Drawings and Data Table

The following drawings and data table depict information that should be included in construction plans for planting nursery stock, bare roots, and vegetative plugs, and transplanting. The data table includes design guidelines and sources, where applicable.

Table 6. Required Design Data for Transplanting¹

Dimension ²	Name	Typical Unit	Guidelines ³	Description
A	Planting depth	Varies	Depth as required based on dimension of excavated soil and roots. Transplant should be planted at the same depth prior to harvest.	Planting depth of the transplant.
B	Height of mounded soil backfill	Inches	--	Height of mounded loose soil placed into over-excavated planting pit.
C	Depth of planting pit	Varies	Depth as required based on dimension of excavated soil and roots.	Depth of the planting pit; accommodates dimension of soil and excavated roots as well as mounded loose soil at bottom of pit.
D	Width of planting pit	Varies	1 ½ to 2 times the width of the excavated soil and roots	Over-excavated width of the planting pit; accommodates the width of the excavated soil and roots.
E	Height of mounded soil perimeter	Inches	3"	Height of soil berm constructed along the perimeter of the planting pit; helps retain water.

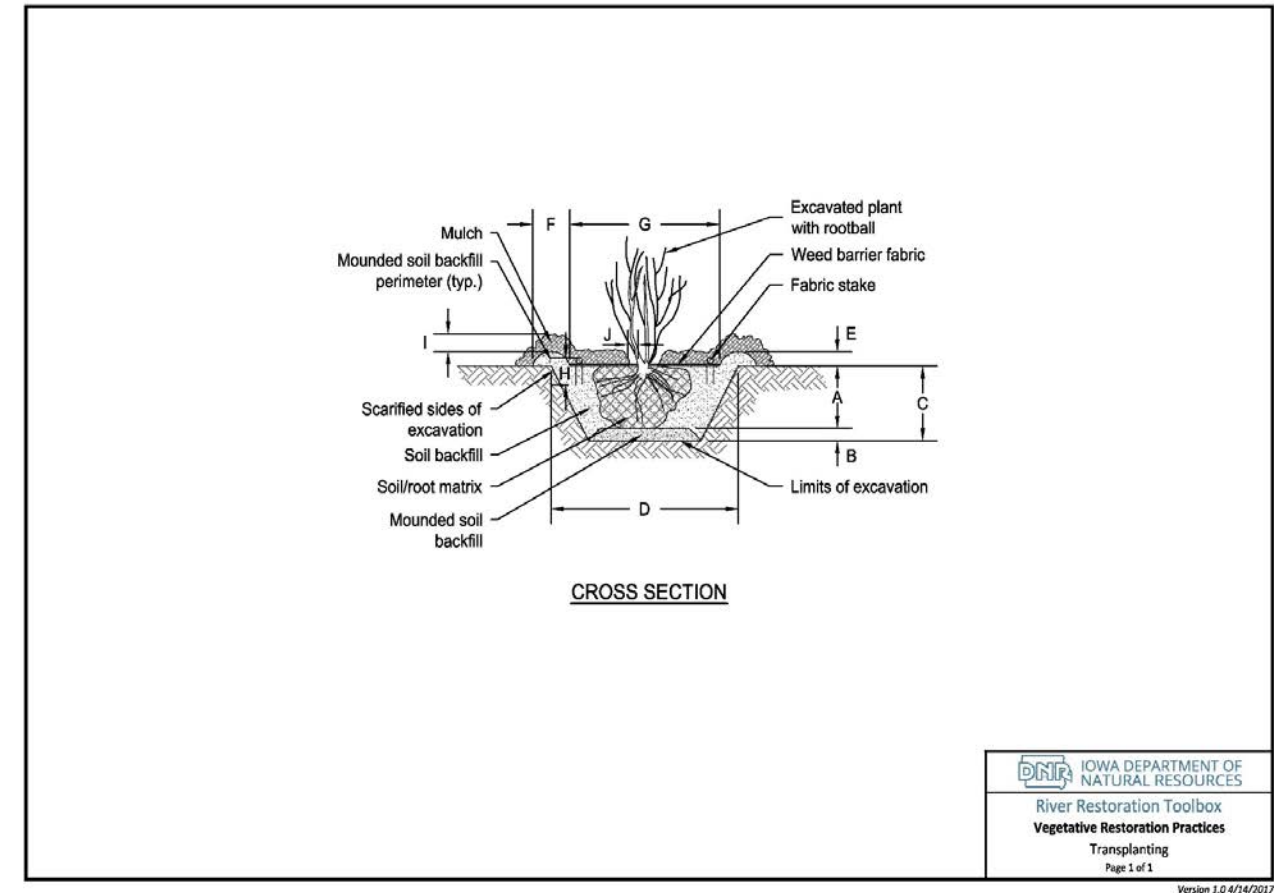
Table 6. Required Design Data for Transplanting¹

Dimension ²	Name	Typical Unit	Guidelines ³	Description
F	Width of mounded soil perimeter	Inches	8"	Width of soil berm constructed along the perimeter of the planting pit; helps retain water.
G	Width of weed barrier fabric (optional)	Inches	--	Width of fabric placed on surface to control weeds within the mounded soil perimeter; transplants typically have grasses, leaf matter, etc. attached and do not require weed barrier fabric.
H	Fabric stake length (optional)	Inches	4"-6"	Length of staples/spikes used to secure weed barrier fabric
I	Thickness of mulch (optional)	Inches	3"	Thickness of mulch, if necessary. Transplants typically have grasses, leaf matter, etc. attached and do not require mulch.
J	Gap between mulch and plant stem/trunk (optional)	Inches	2"	Room between plant stem/trunk and mulch. Transplants typically have grasses, leaf matter, etc. attached and do not require mulch.

Notes:

1. Data are for transplanted vegetation.
2. Dimension labels are referenced in the detail drawings.
3. Common guidance, values, or ranges are given unless they require computation using site-specific input.

Drawing 6. Transplanting



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Table 7. Required Design Data for Bare Root Plants¹

Dimension ²	Name	Typical Unit	Guidelines ³	Description
A	Planting depth	Varies	Depth as required based on dimension of rootstock (SUDAS 2011). Root flare should be at or slightly above finished grade.	Planting depth of the bare root plant.
B	Height of mounded soil backfill	Inches	6" (SUDAS 2011)	Height of mounded loose soil placed into over-excavated planting pit.
C	Depth of planting pit	Varies	Depth as required based on dimension of rootstock (SUDAS 2011)	Depth of the planting pit; accommodates dimension of rootstock as well as mounded loose soil at bottom of pit.
D	Width of planting pit	Varies	1 ½ to 2 times the width of the rootstock (SUDAS 2011)	Over-excavated width of the planting pit; accommodates the width of the rootstock.
E	Height of mounded soil perimeter	Inches	3" (SUDAS 2011)	Height of berm constructed along the perimeter of the planting hole using soil backfill material; helps retain water.
F	Width of mounded soil perimeter	Inches	8" (ISA 2014)	Width of berm constructed along the perimeter of the planting hole using soil backfill material; helps retain water.

Table 7. Required Design Data for Bare Root Plants¹

Dimension ²	Name	Typical Unit	Guidelines ³	Description
G	Width of weed barrier fabric	Varies	--	Width of fabric placed on surface to control weeds within the mounded soil backfill perimeter
H	Fabric stake length	Inches	4" -6"	Length of steel staples or degradable resin spikes used to secure weed barrier fabric
I	Thickness of mulch	Inches	3" (SUDAS 2011)	Thickness of mulch
J	Gap between mulch and plant stem/trunk	Inches	2"	Room between plant stem/trunk and mulch.

Notes:

1. Data are for bare root plants.
2. Dimension labels are referenced in the detail drawings.
3. Common guidance, values, or ranges are given unless they require computation using site-specific input.

Drawing 7. Bare Root Plants

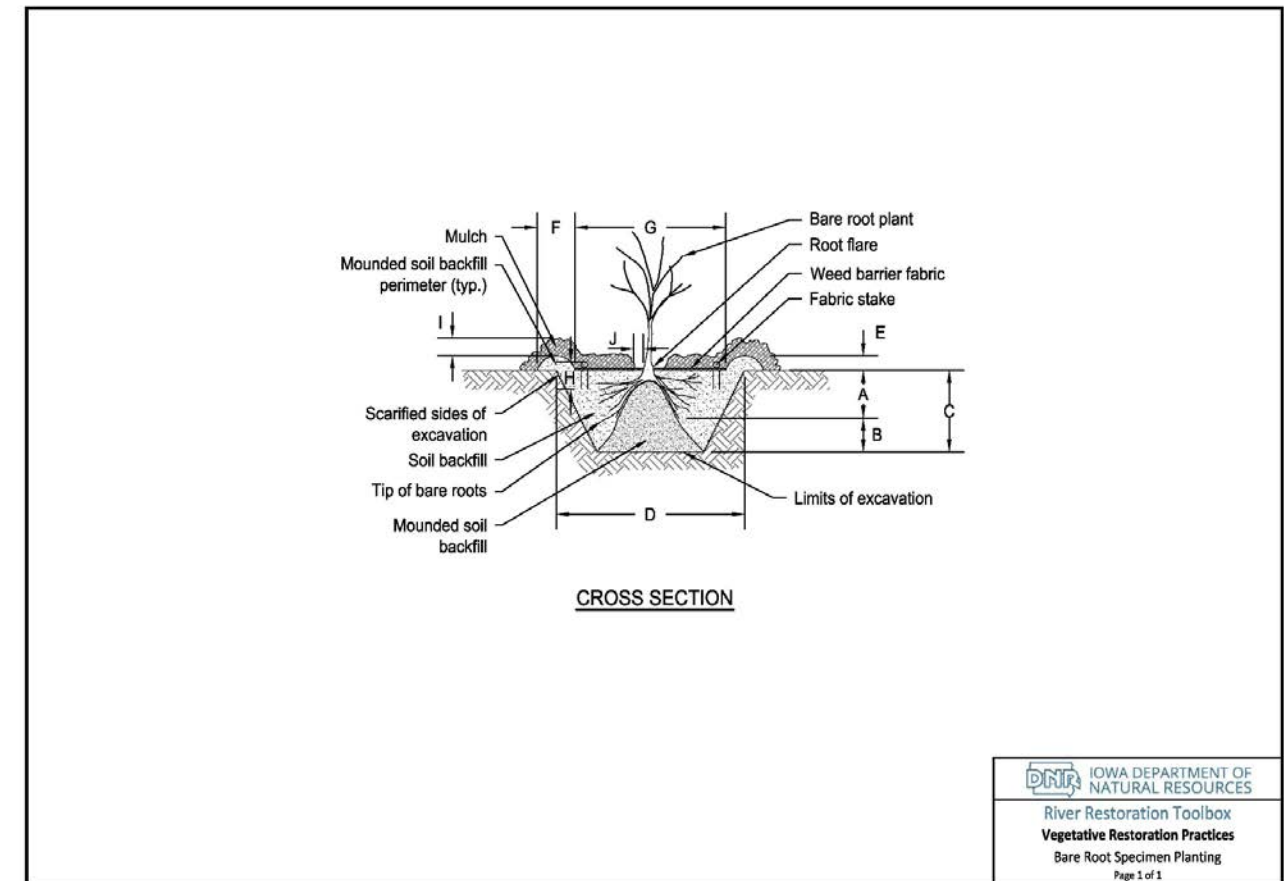


Table 8. Required Design Data for Container Grown Nursery Stock¹

Dimension ²	Name	Typical Unit	Guidelines ³	Description
A	Planting depth	Varies	Plant at same depth as in container (SUDAS 2011)	Planting depth of the container plant.
B	Height of mounded soil backfill	Inches	6" (SUDAS 2011)	Height of mounded loose soil placed into over-excavated planting pit.
C	Depth of planting pit	Varies	Plant at same depth as in container (SUDAS 2011)	Depth of the planting pit; accommodates dimension of container as well as mounded loose soil at bottom of pit.
D	Width of planting pit	Varies	1 ½ to 2 times the width of the container (SUDAS 2011)	Over-excavated width of the planting pit; accommodates the width of the container.
E	Height of mounded soil perimeter	Inches	3" (SUDAS 2011)	Height of berm constructed along the perimeter of the planting hole using soil backfill material; helps retain water.
F	Width of mounded soil perimeter	Inches	8" (ISA 2014)	Width of berm constructed along the perimeter of the planting hole using soil backfill material; helps retain water.

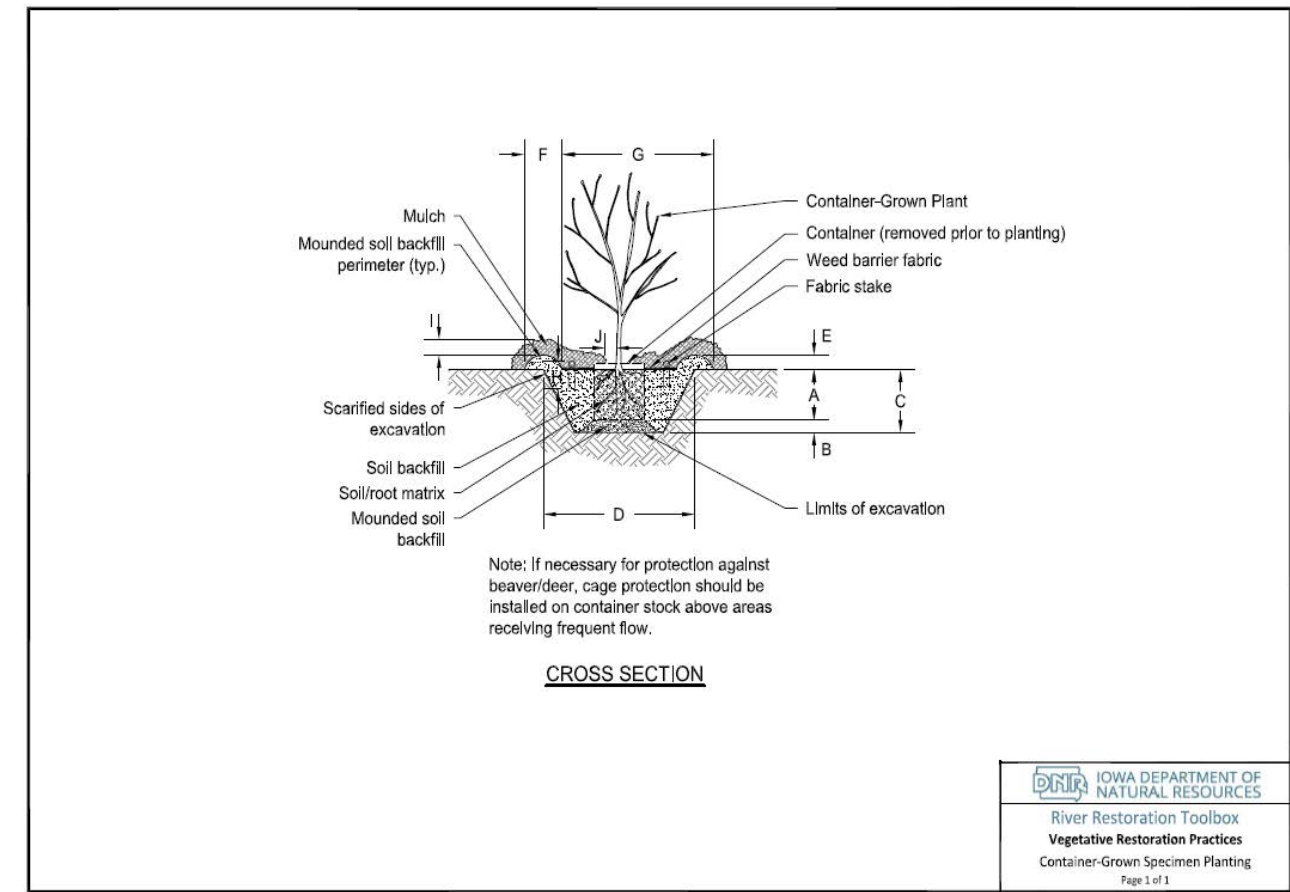
Table 8. Required Design Data for Container Grown Nursery Stock¹

Dimension ²	Name	Typical Unit	Guidelines ³	Description
G	Width of weed barrier fabric	Inches		Width of fabric placed on surface to control weeds within the mounded soil backfill perimeter
H	Fabric stake length	Inches	4"-6"	Length of steel staples or degradable resin spikes used to secure weed barrier fabric
I	Thickness of mulch	Inches	3" (SUDAS 2011)	Thickness of mulch
J	Gap between mulch and plant stem/trunk			Room between plant stem/trunk and mulch.

Notes:

1. Data are for container-grown nursery stock.
2. Dimension labels are referenced in the detail drawings.
3. Common guidance, values, or ranges are given unless they require computation using site-specific input.

Drawing 8. Container-Grown Nursery Stock



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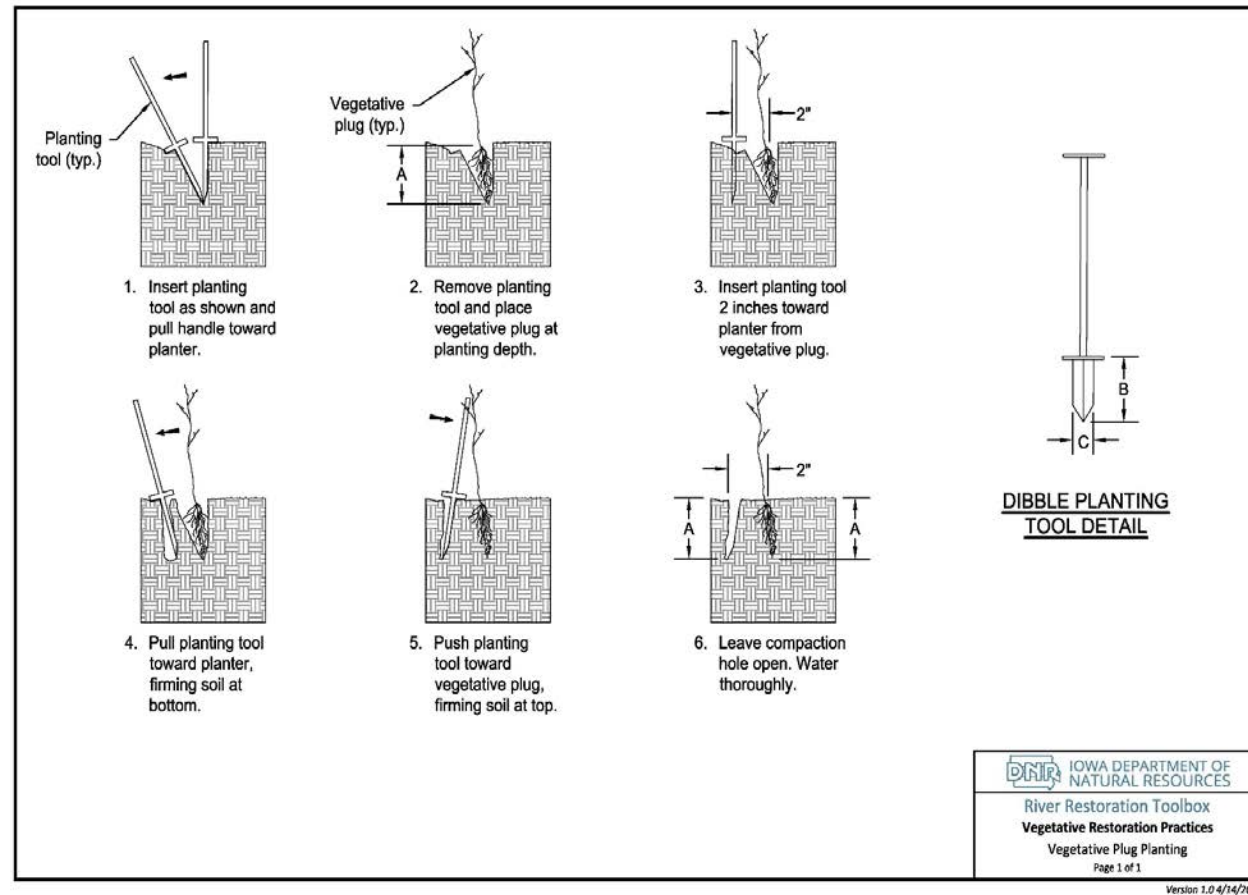
Table 9. Required Design Data for Vegetative Plugs¹

Dimension ²	Name	Typical Unit	Guidelines ³	Description
A	Planting depth	Inches	Plug should be easily placed into soil opening and not crushed or pressed.	Depth of planting to accommodate plug
B	Planting tool blade length	Inches	At least equal to planting depth	Length of planting tool blade
C	Planting tool blade width	Inches	Wide enough to accommodate plug	Width of planting tool blade

Notes:

1. Data are for vegetative plugs.
2. Dimension labels are referenced in the detail drawings.
3. Common guidance, values, or ranges are given unless they require computation using site-specific input.

Drawing 9. Vegetative Plugs



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2.7.4 Specifications

In addition to the information presented in Section 1.0 Introduction, the following information should be developed into specifications to accompany the use of nursery stock, bare roots, vegetative plugs, or the transplanting of native plant material:

- Materials:
 - Chosen nursery stock, vegetative plugs, and transplants
- Equipment/Tools:
 - When safe and feasible, a back hoe should be used when placing very large plants.
 - Round tip shovels
 - Soil tamping hand tool
 - Vertical support stakes, if required
 - Sledge hammer
 - Anti-predation fencing, if required
- Sequence:
 - Provide storage of plants on site or have only as many plants delivered as can be planted in a day.
 - Layout plants along the project per the project's specifications. Protect plants from direct sun, drying of the root stock, and freezing prior to planting.
 - Except for vegetative plugs, holes for individual plantings should be excavated to produce nearly vertical sides and flat bottoms. Planting pits should be excavated by-hand, using a mattock, pick, iron bar, etc. The planting pits should be excavated to a depth and diameter suitable for the form of plant (e.g., transplant, bare root, or containerized). All planting holes should have roughed, scarified sides and bottoms.
 - Determine whether soil amendment is required and apply, if needed.
 - Remove any container and score root ball before planting.
 - Backfill all plants with soil excavated from the planting pit and tamp lightly to remove any voids. Plug openings are closed by inserting planting tools next to the

planted opening and pressing adjacent soil toward plug and closing the gap around the plug.

- o Water all vegetation immediately following planting.
- o Apply vertical support stakes or anti-predation fencing if needed.
- Workmanship:
 - o All plant material needs to be fresh, free from transplant shock or visible wilt.
 - o All container plants need to have been propagated in a container long enough for the root system to have developed sufficiently to hold its soil.
 - o Prior to installation, inspect the plant material to make sure there is a vigorous root system, and the plants are healthy, free from defects, decay, diseases, insect pest eggs, and all other forms of infestation.
 - o If stored on site, plants need to be protected and from the wind, sun, and freezing. If practical, the roots can be covered with moist sawdust, wet burlap, wood chips, shredded bark, peat moss, or other similar material.
 - o Do not plant when the soil is frozen.
 - o Plants are ideally installed during their dormancy period.
 - o Planting hole should be sufficient as not to cramp the roots.
- Maintenance: Plants may require initial protection from beaver, deer, cattle, or other predators. Various types of deer-proof fencing or fine wire screen or mesh can be secured around the plants and beds of plants, etc., to offer protection. If the area is grazed, restrict livestock from the planting site.

2.7.5 Photographs



Photo 43. Bare root trees. Source: Lake Superior Tree Farm



Photo 44. Vegetative plugs. Source: Collins & Baker Engineering



Photo 45. Bare root trees. Source: Lake Superior Tree Farm



Photo 46. Planting vegetative plugs. Source: Iowa DNR



Photo 47. Trees planted on Edwards Branch. Source: Charlotte-Mecklenburg Storm Water Services



Photo 48. Vegetative plugs at Edwards Branch, NC. Source: Charlotte-Mecklenburg Storm Water Services

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IDNR River Restoration Toolbox - Practice Guide 3

River Restoration Toolbox
Practice Guide 3

Riparian Buffering



Iowa Department of Natural
Resources

April 2018

RIVER RESTORATION TOOLBOX PRACTICE GUIDE 3

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Executive Summary

Riparian buffers provide a link between terrestrial and aquatic ecosystems. They provide numerous benefits including bank stability, improved aquatic and terrestrial habitat, improved biodiversity, and improved water quality. Riparian buffers are important to native stream fish because they provide cover, reduce sediment and nutrient delivery, and provide channel roughness during flood events. Generally, wider riparian buffers provide more benefits; buffers should be at least 100 ft. wider than the stream's belt width (50 ft. on each side of belt width). The information provided in this practice focuses on the functions of bank stability and erosion resistance provided by riparian buffers. Riparian buffers provide several functions in addition to bank stability related to chemical and biological functions; those functions are not covered in depth in this guide. A general graphical overview of riparian buffering is provided in Drawing 1 and Drawing 2.

The *River Restoration Toolbox Practice Guide 3: Riparian Buffers* (Practice Guide) has been developed to assist with the presentation of design and construction information for stream restoration in Iowa. It is intended to provide guidance to:

- Those responsible for reviewing and implementing stream restoration,
- Professionals responsible for the design of stream restoration projects,
- Others involved in stream restoration at various levels who may find the information useful as a technical reference to define and illustrate riparian buffers.

The information in the Practice Guide is intended to inform practitioners and others, and define typical information required by the State of Iowa to be included with the use of riparian buffers. The information and drawings are not meant to represent a standard design method for any type of technique and shall not be used as such. The Practice Guide neither replaces the need for site-specific engineering and/or landscape designs, nor precludes the use of information not included herein.

The Practice Guide may be updated and revised to reflect up-to-date engineering, science, and other information applicable to Iowa streams and rivers.

Introduction
April 1, 2018

1.0 INTRODUCTION

Riparian buffers are strips of vegetated land adjacent to a body of water (e.g., stream, lake, wetland, etc.). They serve important stream functions including sediment trapping, nutrient cycling, stream shading, energy dissipation, natural moderation of floods, bank stability, natural wetland development, and delivery of organic matter to aquatic systems (Iowa DNR 2015).

Stream buffers can slow flood flows, eliminating surface erosion and allowing water to infiltrate the soil and recharge ground water supplies (NRCS and Wildlife Habitat Council 2007). The slowing of surface water also allows for nutrient uptake by riparian vegetation and degradation of pesticides (Bongard and Wyatt 2010), keeping these pollutants out of sensitive aquatic ecosystems. Vegetation also reduces sediment inputs to the stream both by filtering sediment from overland flow and catching sediment during flood events that would otherwise end up in the channel downstream (NRCS and Wildlife Habitat Council 2007). A forested stream buffer provides shade which contributes toward cooler water temperatures critical for fish and other aquatic species, particularly trout. Trees also provide woody habitat for aquatic species and shade reduces primary productivity thereby diminishing nuisance overgrowth of algae (Morgan et al. 2006).

The benefits of stream buffers include not only ecological benefits but community benefits as well. Stable streams surrounded by intact riparian buffers enhance aesthetics and recreational activity opportunities such as swimming, boating, and angling; local communities can benefit economically from these opportunities.

Riparian buffering techniques include preservation as well as implementing physical augmentation (e.g., restoration/establishment and enhancement) of the buffer to improve water quality and/or ecosystem function. All techniques should strive to mimic the native composition, density, and structure of fully functional stream buffers situated within the same watershed. When developing a riparian buffer plan, resource professionals should consider stream size, stream slope, drainage area, need for filtering runoff, stability of the stream, life history requirements of resident species, potential for stream bank erosion, longitudinal and horizontal migration, and floodplain interaction frequency.

In most cases, stream buffer projects are not intended to stand alone as a restoration project; rather they should be included as a **component** of a comprehensive stream restoration plan designed by a professional. Streams that are recognizably unstable, entrenched, incised, or otherwise disconnected from their floodplains, and which require extensive stream bed and/or bank restoration necessitate a restoration plan including techniques that address the processes causing instability. Under some circumstances, if stream restoration is not possible, it may be appropriate to establish a buffer to accommodate anticipated adjustments in the stream's dimension, pattern, and profile caused by continued stream instability and other watershed changes.

Buffer Width
April 1, 2018

However, riparian buffering can be as simple as implementing relatively inexpensive revegetation activities and in these cases, requires little to no training to implement. Such activities are a good option for landowners.

The guidelines and specifications provided in this document are general and not a comprehensive design manual. It is the responsibility of the designer to understand the design approach and the feasibility of using riparian buffering techniques on a case-by-case basis. The following criteria in no way replaces design discretion, experience, and training, and cannot incorporate every scenario. They are intended to flag common errors, promote empirically stable design ranges, assist designers and reviewers in communication, and adapt tested designs to Iowa conditions.

2.0 BUFFER WIDTH

There is not a one-size-fits-all riparian buffer width; local conditions such stream size, geomorphology, local land use, native riparian plants and animals, and landowners' expectations must be examined. A buffer width intended to meet the objectives of the stream restoration project (e.g., stream bank stability, water quality, habitat, etc.) should be a minimum starting point; buffer width may require expansion to provide other benefits provided by riparian ecosystems. In Iowa, riparian buffers should be wide enough to encompass the stream's belt width with a minimum of 50 additional feet on each side of the belt width to provide buffering of the outsides of meander bends at the edges of the belt width. Smaller buffer widths may be appropriate on a case-by-case basis for small streams; consideration of reduced buffer width should be based on issues related to construction constraints, land ownership, and land use activities.

2.1 BUFFER WIDTH RELATIONSHIP TO GEOMORPHOLOGY

Encroachment on channels (e.g., from soil fill, buildings, farm fields, clearing vegetation, etc.) can cause instability, affect a stream's lateral containment (confinement), and result in channel enlargement, lateral accretion, stream bank erosion, and sediment transport problems (Rosgen 2006). The presence of a vegetated buffer adjacent to a stream reduces the potential for encroachments, thus reducing the potential for instability. Stable streams exist in a state of dynamic equilibrium and may naturally adjust their lateral and vertical positions over time; riparian buffers should be wide enough to accommodate these movements to ensure protection of the stream.

Lateral containment, also called confinement, is quantified by the Meander Width Ratio (MWR), which is defined as the belt width of the channel divided by the bankfull width of the channel (see Drawing 1). Some aspects of stream stability can be predicted by examining MWR. For example, the EPA's Stream Function Pyramid (Harman et al. 2012) – Geomorphology Performance Standard for a Rosgen C or E stream type is "Functioning" if $MWR \geq 3.5$. This ratio is

Buffer Width
April 1, 2018

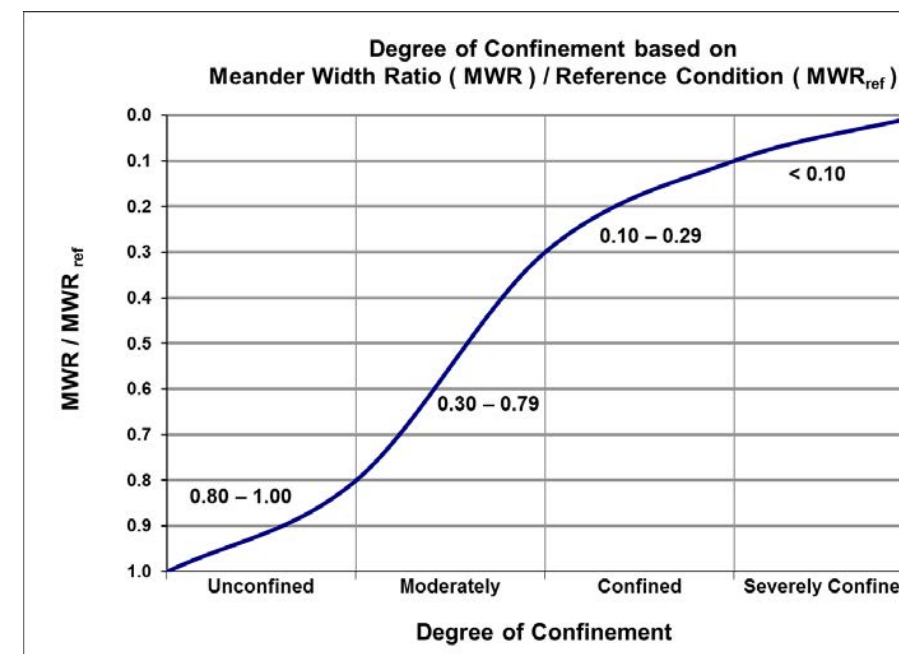
an absolute minimum however, and in certain settings a MWR between 4 and 40 is required to maintain geomorphic stability. Table 1 presents MWR for all Rosgen stream types.

Table 1. MWR by Stream Type (Rosgen 1996)

Rosgen Stream Type	Average MWR	MWR Range
A	1.5	1-3
D	1.1	1-2
B and G	3.7	2-8
F	5.3	2-10
C	11.4	4-20
E	24.2	20-40

The potential for instability resulting from the stream being too confined can often be prevented when the stream can meander freely in a riparian buffer at least as wide as the stream's average belt width (i.e., average MWR x bankfull width). This guidance is not applicable in every scenario and the minimum required MWR may need to differ from the average MWR; thus, each stream should be examined against the characteristics of stable reference conditions. In Watershed Assessment of River Stability and Sediment Supply (WARSSS, Rosgen 2006) degree of lateral confinement is expressed as the stream's MWR divided by the MWR of a reference reach/condition (see Figure 1); streams are considered confined when the degree of confinement is less than 0.30 (i.e., $MWR/MWR_{ref} < 0.30$).

Figure 1. Degree of Confinement as Function of MWR



2.2 OTHER BUFFER WIDTH RELATIONSHIPS

Studies addressing the effectiveness of buffers of various widths show, in general, wider buffers provide more water quality improvements and habitat value (NCIRT 2010). The relationship is not linear however; the increased benefits of wider buffers tend to increase at a slower rate once the buffer width exceeds 50 feet (NC Division of Water Quality 2007).

The USDA's Conservation Buffers website (www.bufferguidelines.net) offers resources for planning and designing buffers in rural and urban landscapes, including *Conservation Buffers: Design Guidelines for Buffers, Corridors, and Greenways* which provides illustrated design guidelines developed from extensive literature review. A variety of goals are considered as they relate to the characteristics of vegetated stream buffers, including buffer width. Goals include soil protection, air and water quality improvement, fish and other wildlife habitat, economic product production, recreation, and beautification.

3.0 BUFFER ZONES

Riparian buffers will function best when they include multiple zones relating to the hydrology and hydraulics of the stream, vegetation, and valley topography. Riparian buffers equaling at least the stable belt width of the stream plus an additional 50 feet on each side are likely to provide the greatest physical, hydrological, biological, and chemical benefits to the stream. Additional efforts to protect land and establish regionally-appropriate native vegetation within the broad floodplain and even on steeper valley sides can provide additional benefits to the stream. When possible, buffer vegetation should be perennial in order to optimize the bank stabilizing and erosion-resistance functions. See below drawings for the illustrated representation of these zones.

- **Near-Stream Zone (Belt Width):** The near-stream zone is located adjacent to the stream. This zone is the belt width, the corridor where the stream flows measured between the outsides of opposing meander bends. This zone may be shifted to one side of the stream when a valley side restricts the stream corridor.
- **Broad Floodplain Zone:** The broad floodplain zone is located between the near-stream zone and the valley sides; it is a low terrace that is sometimes flooded. If floodplain data are available, the area below the 500-year flood elevation may be considered part of this zone.
- **Valley Side Zone:** The valley walls are located outside of the floodplain as determined by a distinct break in slope in the valley profile. The valley side zone is characterized by steeper slopes than in the other zones.

4.0 BUFFER VEGETATION

A mixture of woody and herbaceous vegetation that incorporates a variety of native perennial species is ideal for a riparian buffer to provide streambank stability and other riparian functions. Vegetation can provide both mechanical stability through soil reinforcement and hydrologic stability through the reduction of soil moisture content. Riparian systems in Iowa are divided into four plant zones corresponding to elevations along the stream bank profile - water's edge, bankfull, side slope, and top of bank (Iowa DNR 2015). All four planting zones may occur in the near-stream buffer zone or they may be spread throughout the near-stream, broad floodplain, and valley side buffer zones. The Iowa Riverside Plant Selection (rev. 12/15/2016) should be consulted, along with River Restoration Toolbox Practice Guide 2: Vegetative Restoration, to aid in selecting plants and planting methods for use in riparian buffers.

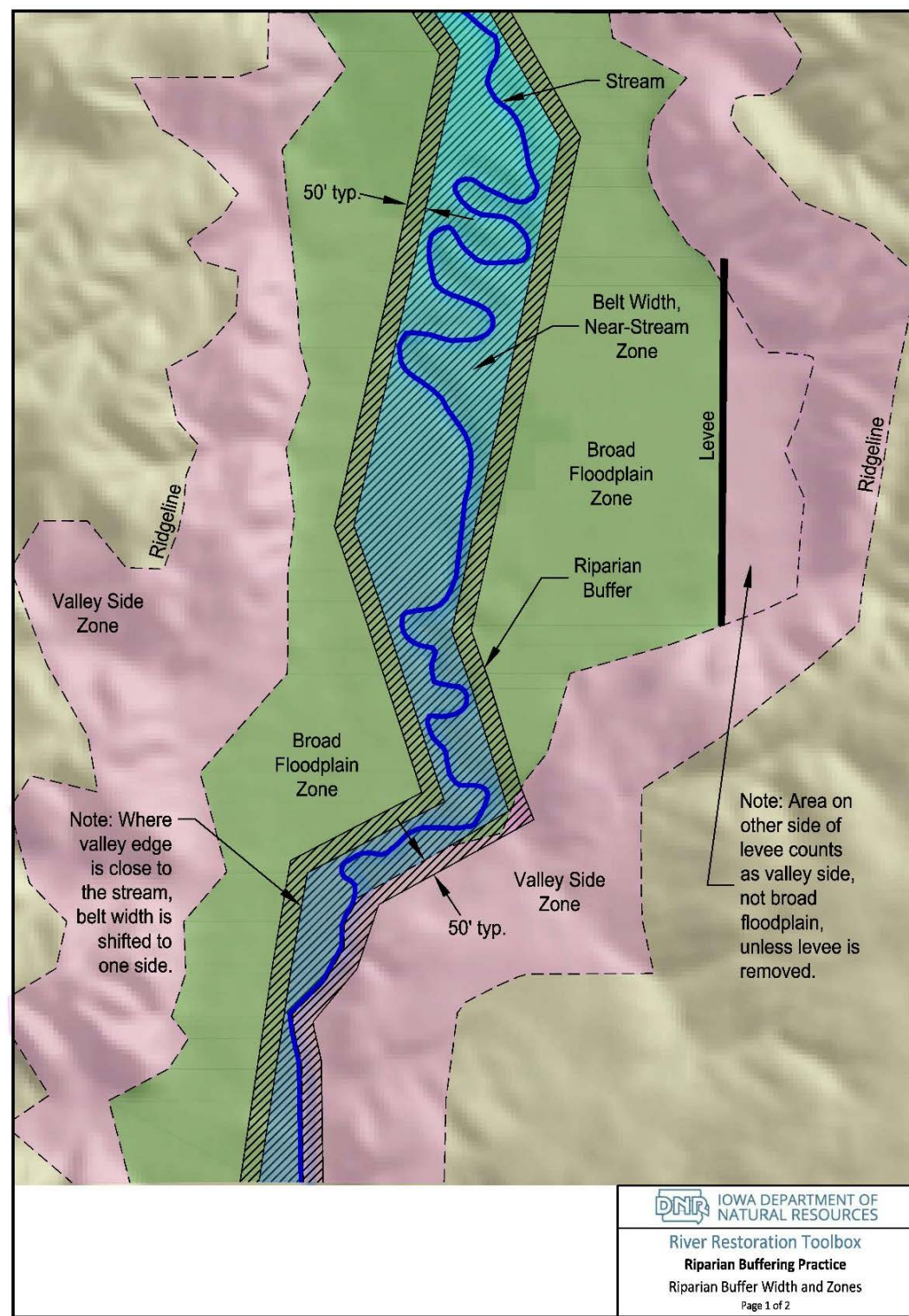
Riparian buffer vegetation should be adapted to the specific hydrologic conditions in both the buffer zone(s) and planting zones and be designed to perform specific ecological functions. The streambanks typically consist of the water's edge and bankfull zones; often the side slope planting zone is also considered part of the stream bank. Stream bank vegetation should consist of water tolerant species and is primarily responsible for streambank stability. Ideally, riparian vegetation will mostly consist of native perennial, deep-rooted plants, such as trees. Trees can provide important shade, recruitment of woody habitat into streams, leaf litter and large roots to stabilize the bank. In prairie ecosystems, however, trees may not be part of the natural riparian system. In these systems, native riparian prairie grass and forb species, especially species with dense, vertically-distributed root systems, will be better suited. However, it is still common in these systems to find occasional riparian trees and shrubs such as willow and cottonwood. Vegetation on the stream banks functions best at maturity and should not be disturbed.

Vegetation in the top of bank planting zone is adjacent to and up-gradient from the stream banks. Top of bank vegetation can consist of trees, shrubs, vines, forbs, rushes, sedges, or grasses, designed to catch surface runoff and increase infiltration (NRCS 2007). Vegetated stream buffers provide a wealth of habitat for wildlife; the larger the riparian area the more wildlife species expected to benefit (Bongard and Wyatt 2010).

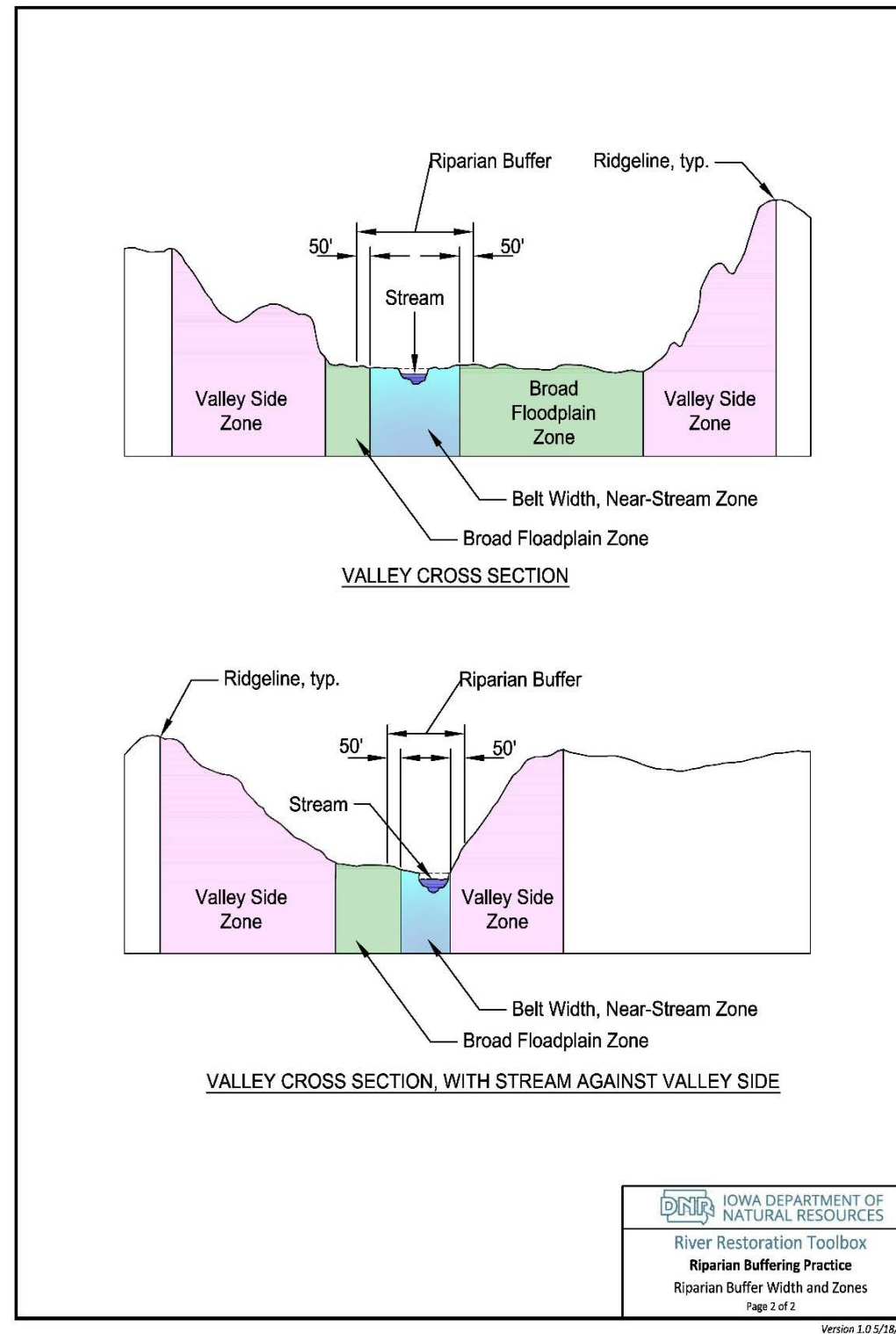
5.0 BUFFER SHAPES

Riparian buffers are not required to be uniformly wide and run parallel to the stream bank. Buffer width can be measured perpendicular to flow, usually from the top of bank on each side of the stream. Strict adherence to this method of establishing buffer width can result in an irregularly-shaped buffer that meanders with the stream across the valley. Irregular buffers can be difficult to survey and manage; as the channel meanders the buffer boundary changes direction (bearing) as well.

Drawing 1. Riparian Buffering



Drawing 2. Riparian Buffering (continued)



References
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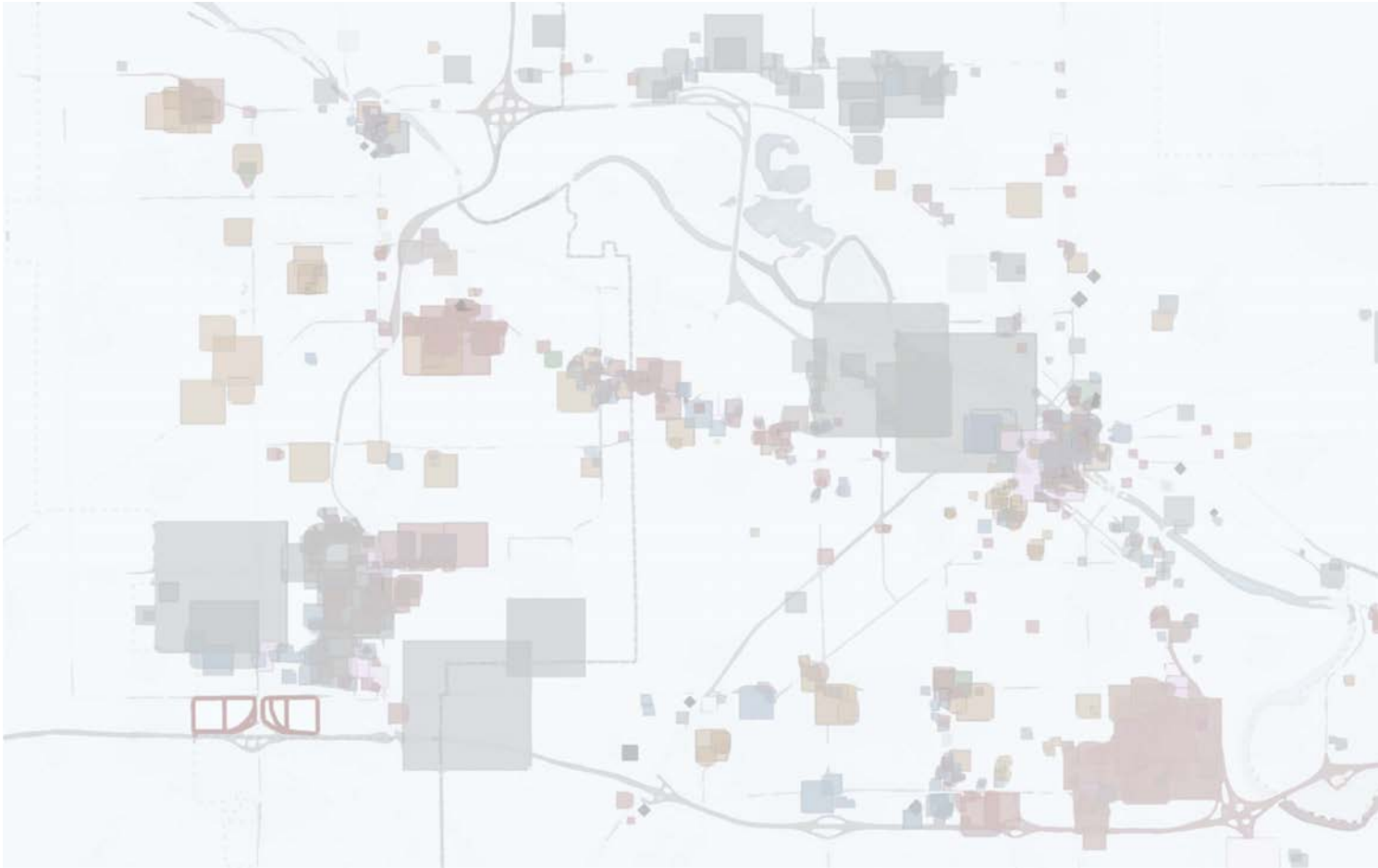
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Market Analysis



Cedar Falls Gibson Property | Market Analysis

August, 2019



Prepared For:

Prepared By:



CONFLUENCE

General Limiting Conditions

Every reasonable effort has been made to ensure that the data contained in this report reflects the most accurate information possible, and it is believed to be reliable. This report is based upon estimates, assumptions and information developed by Leland Consulting Group from independent research, general knowledge of the industry and consultations with the client and the client's representatives. No responsibility is assumed for inaccuracies in reporting by the client, client's agent and representatives of any other data source used. This report is based upon information that was current as of March through June 2019. Leland Consulting Group has not undertaken any update of its research since that date. Possession of this report does not carry with it the right of publication or use of the name Leland Consulting Group without first obtaining prior written consent. No abstracting, excerpting or summarization of this report may be made without first obtaining prior written consent. This report is not to be used in conjunction with any public or private offering of securities or other similar purpose where it may be relied upon to any degree by any person other than the client without first obtaining prior written consent. This report may not be used for any purpose other than that for which it is prepared for without prior written consent. This report is qualified in its entirety by, and should be considered in light of these limitations, conditions and considerations.

Background

This memo summarizes a preliminary determination of market support for private sector development on the 157-acre former Gibson Property, consisting of two assembled City-owned parcels straddling Hudson Road, north of U.S. Highway 20, at the southern border of Cedar Falls, Iowa. This analysis is in support of an on-going master planning effort for the property and focuses primarily on opportunities for commercial land uses, including light industrial, office, retail. This analysis also outlines possible industry targeting approaches, based on a review of economic and employment trends in the nation, state & local region.

Approach

The analysis begins with an overview of demographic and economic conditions shaping demand for potential subject property land uses. For each commercial land use under consideration, we define a market area for the subject and then summarize local and regional demographic and economic factors likely to affect the current and future market for each use in the market area. These factors include specific competitive supply conditions such as occupancy, rents, construction activity and absorption as well as demand drivers – primarily projected employment growth in certain industries as well as projected household growth. The present analysis concludes with a discussion of the context locale and the subject site itself, evaluated in terms of a variety of locational factors influencing commercial development suitability.

A market the size of the Cedar Falls-Waterloo metropolitan area (essentially Black Hawk County) presents certain challenges in terms of data collection and data quality. Most analysis of market supply and demand factors relies heavily on commercial property data collected by subscription services such as Costar, Inc. or other national brokerages such as Colliers or Cushman & Wakefield. For smaller markets, local brokers tend to have superior knowledge of market conditions and trends but incomplete or infrequent data collection and reporting practices. National brokers, on the other hand, have detailed and well-organized data, but tend to give small markets insufficient attention in terms of updates and thoroughness – requiring significant quality control and “cleaning” to prepare inputs for demand modeling. Federal and state data on employment and other economic factors – also critical to forecasting demand – tends to be limited to the county (as opposed to city) level, and often has suppressed data in key categories due to confidentiality concerns.

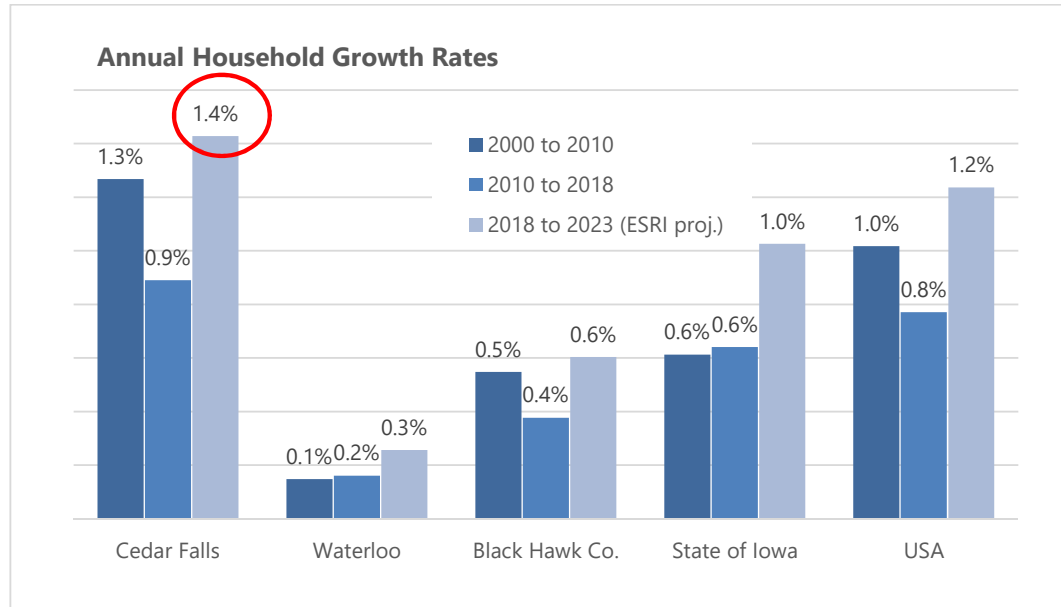
Economic and Market Conditions

Demographic Conditions & Trends

Population and Household Basics

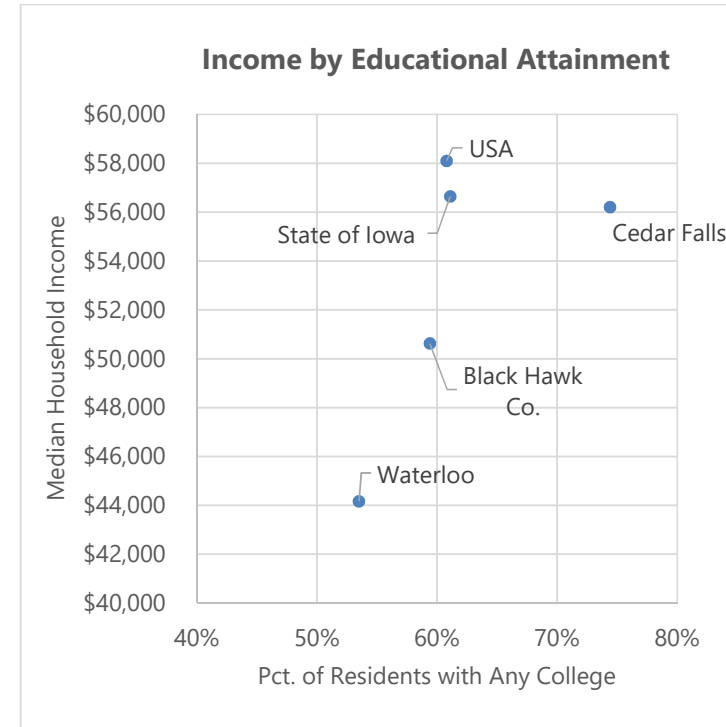
	Cedar Falls	Waterloo	Black Hawk Co.	State of Iowa	USA
Population - 2018 est.	41,656	69,525	135,103	3,219,046	330,088,686
Households - 2000	12,879	28,189	49,683	1,149,276	105,480,101
Households - 2010	14,608	28,607	52,470	1,221,576	116,716,292
Households - 2018 est.	15,681	28,975	54,071	1,285,531	124,110,001
2000 to 2010	1.3%	0.1%	0.5%	0.6%	1.0%
2010 to 2018	1.0%	0.2%	0.4%	0.7%	0.9%
Average Household Size (2018)	2.39	2.36	2.40	2.43	2.59
Family Households (2 or more related)	55%	60%	61%	65%	66%
Single-person Households	28%	32%	29%	28%	27%
Renter Households (2018)	33%	31%	30%	27%	33%

Source: ESRI and Leland Consulting Group



Source: ESRI and Leland Consulting Group

Household growth in Cedar Falls has outpaced that in Waterloo since 2000 and is projected to continue in that fashion, with 1.4 percent annual growth expected through the coming five years, faster than both state and national overall rates.



Source: ESRI and Leland Consulting Group

Income is strongly related to education levels. Almost three-quarters of Cedar Falls residents age 20 and up have attended at least some college, thanks in part to the NIU presence, considerably higher than relevant state and regional comparisons. Incomes in Cedar falls are considerably higher than in Waterloo – almost on par with both the state and nation. Because of the low incomes associated with current college students, this figure probably understates the relative affluence and spending power of the city’s residents.

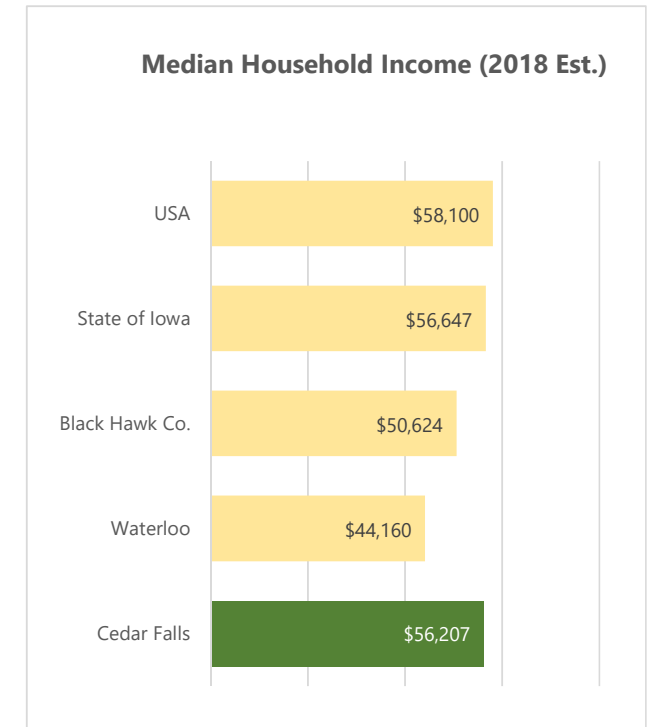
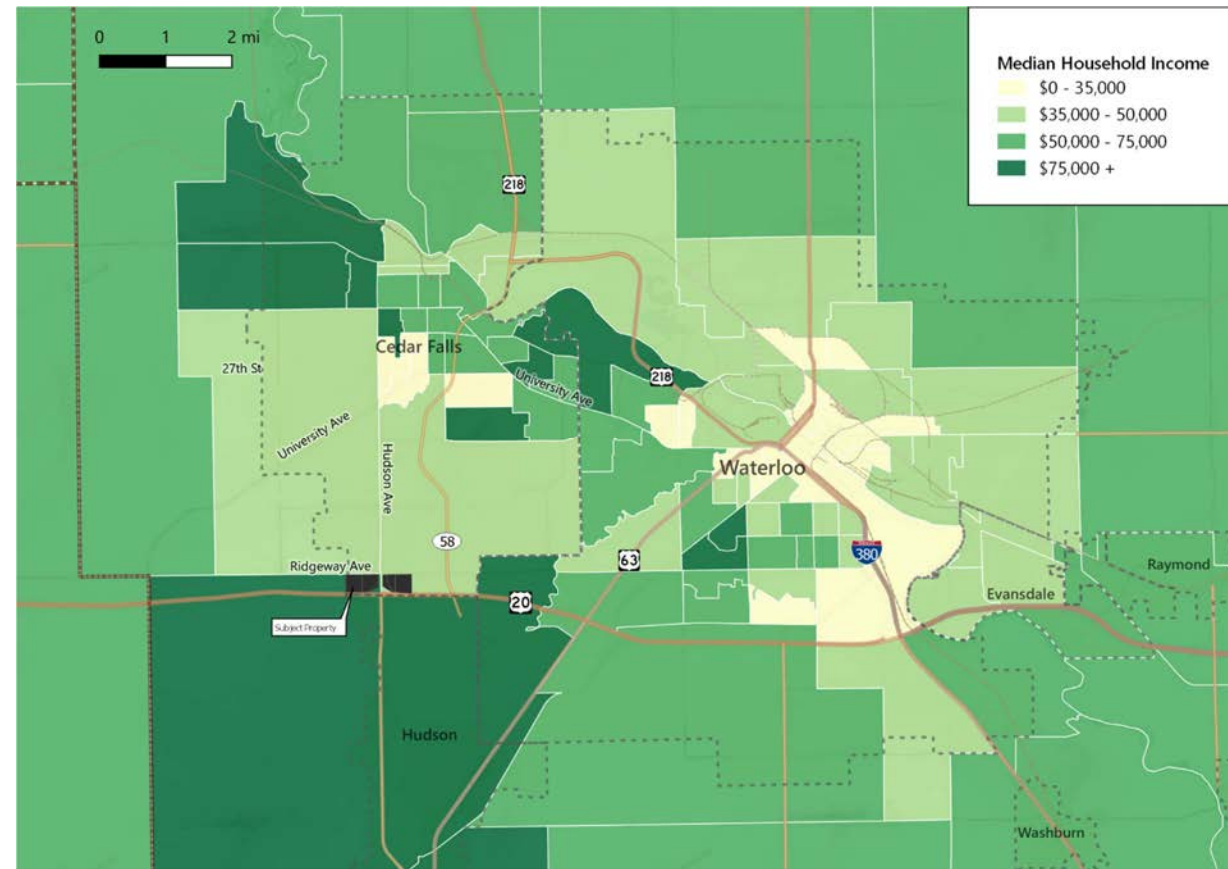
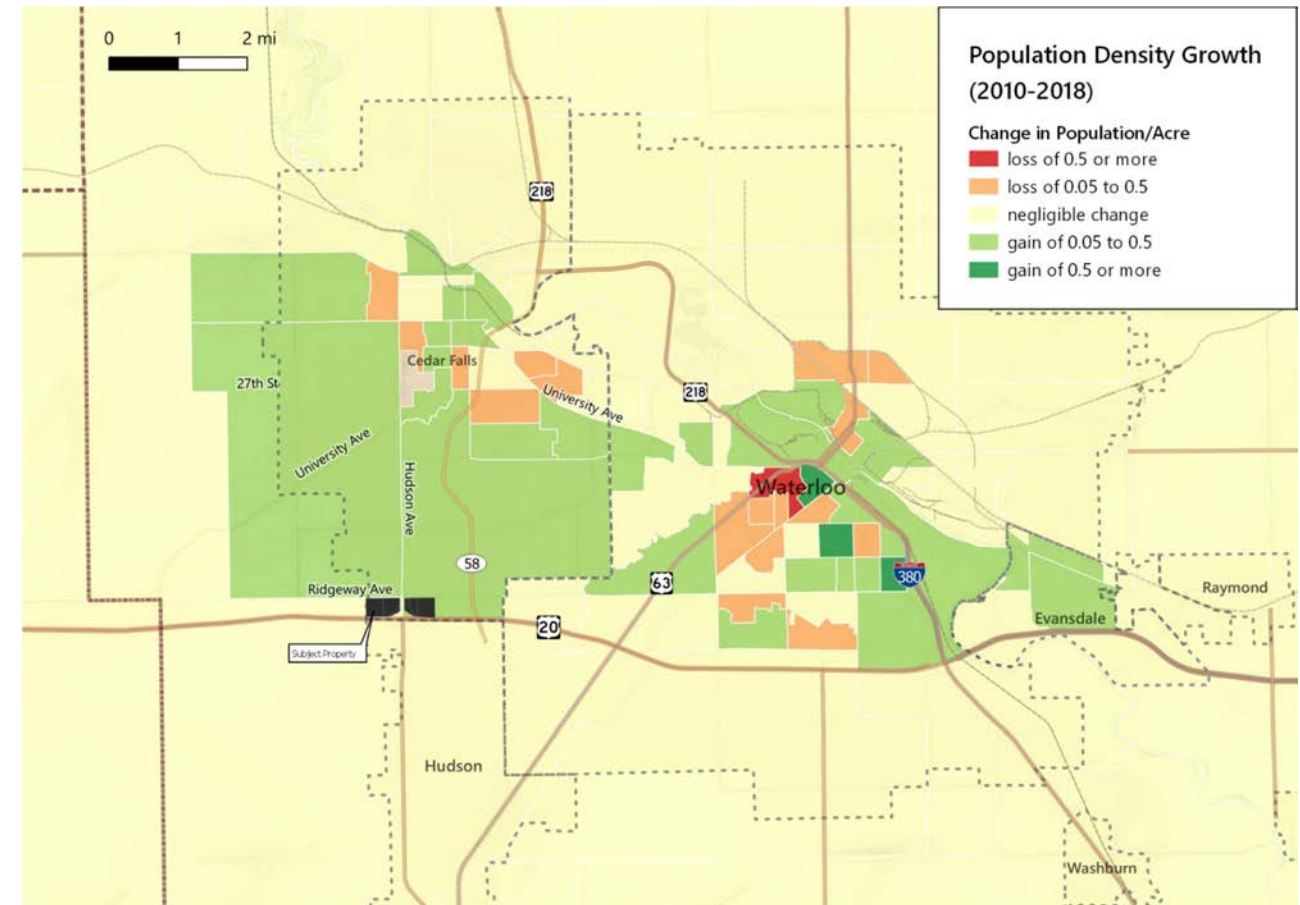


Figure 1: Median Household Income (2018 est.)



Source: ESRI and Leland Consulting Group

Figure 2: Metro Area Population Growth Shifts Since 2010



Source: ESRI and Leland Consulting Group



Although the shifts are somewhat subtle, the above map illustrates the trends in population density change across the Waterloo-Cedar Falls metro area. Notable for this project is the movement since 2010 of Cedar Falls population density gradually southward (in addition to some north-central pockets of growth). Waterloo is experiencing more volatility, with population loss in some downtown-adjacent neighborhoods but growth in others.

Employment Conditions

Overall Employment Growth Trends

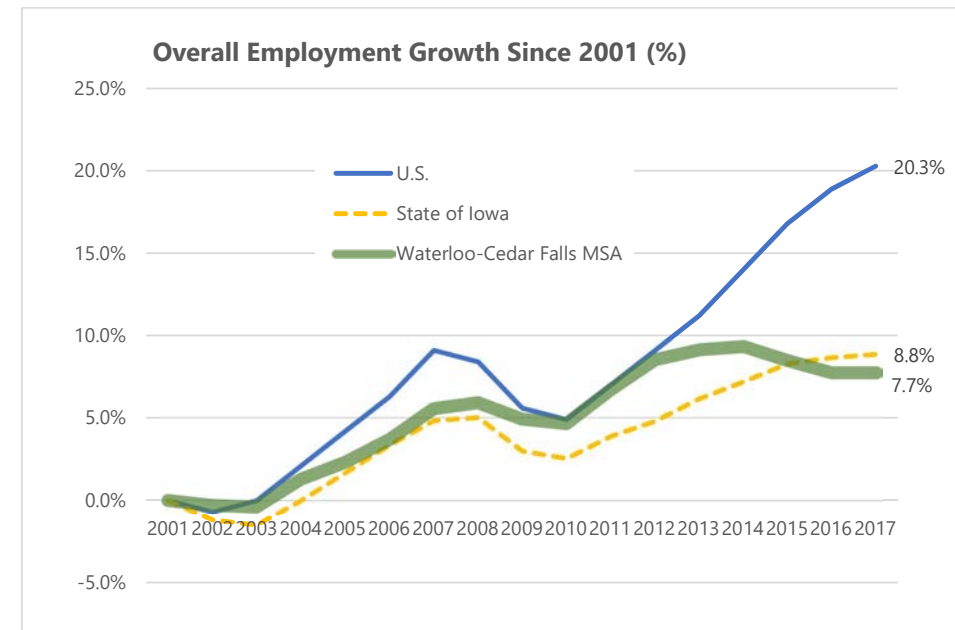
The nation (and much of the world) saw a prolonged economic slowdown beginning in 2008, without substantial improvement until 2011. This recession was evident across all sectors of the economy, but perhaps best understood through its impact on total employment levels. The dotted blue line in shows nationwide job growth, indexed to a base of 2001, and illustrates the general nationwide business cycle since that time.

Since the trough of the recession, in 2010/2011, there has been positive annual employment growth nationally, as well as in both the State of Iowa and Black Hawk County. Since 2001, Iowa's cumulative job growth has lagged below the national rate. Because of this, the nation has 20-percent more jobs currently (as of 2017) than in 2001, while Iowa has seen growth of 8.8-percent.

Statewide job growth has in fact been quite uneven across urban and rural areas, with its largest cities (especially the Des Moines metropolitan area) experiencing very robust growth, while most rural counties remained stagnant or in decline. As a smaller urban market with some rural characteristic, Black Hawk County's overall employment growth trend has generally followed the ups and downs of the national and state economy.



Figure 3: Percent Employment Growth Since 2001, Black Hawk County vs. Iowa & U.S.



Source: BLS and Leland Consulting Group

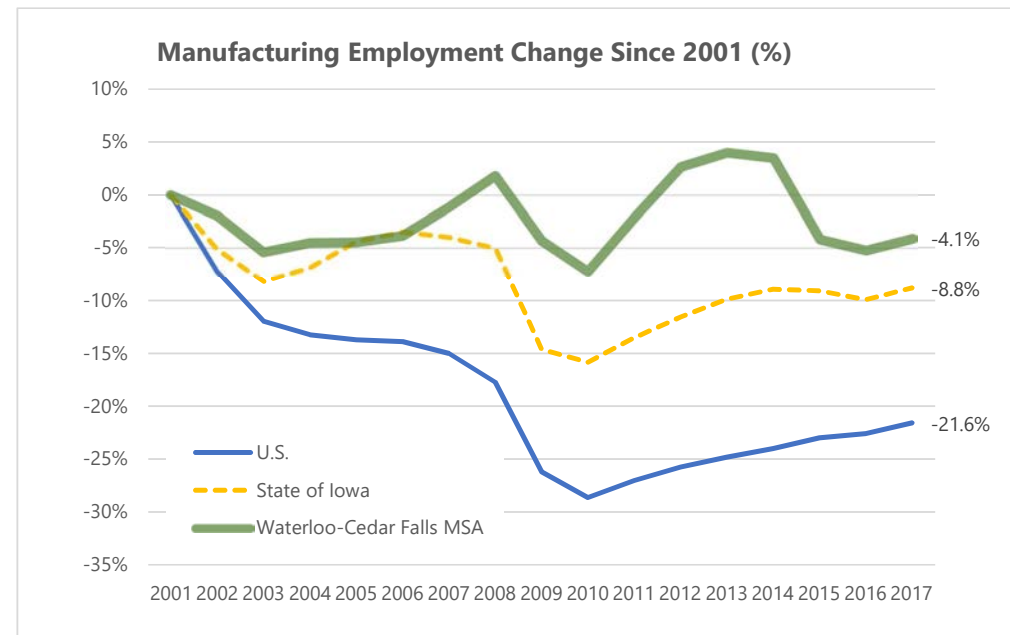
Manufacturing Employment Growth Trends

Despite overall job growth lagging behind the nation (nearly on par with the state) the good news for Black Hawk County can be found by looking at its historical economic life-blood, manufacturing. Comparing county manufacturing job growth to the statewide and national trends, again indexed to a 2001 base year, Figure 4 shows that although the local metro area experienced a 4.1-percent decrease for the decade ending in 2015, both the state and nation saw significantly steeper declines (-8.8 percent and -21.6 percent, respectively).



So, even though there was no net post-recession increase in Black Hawk County manufacturing, this remarkable comparison of manufacturing sector health relative to the state and nation, especially since 2001, highlights a central reason for Cedar Falls' ability to stave off the more serious population losses experienced by many rural Iowa communities.

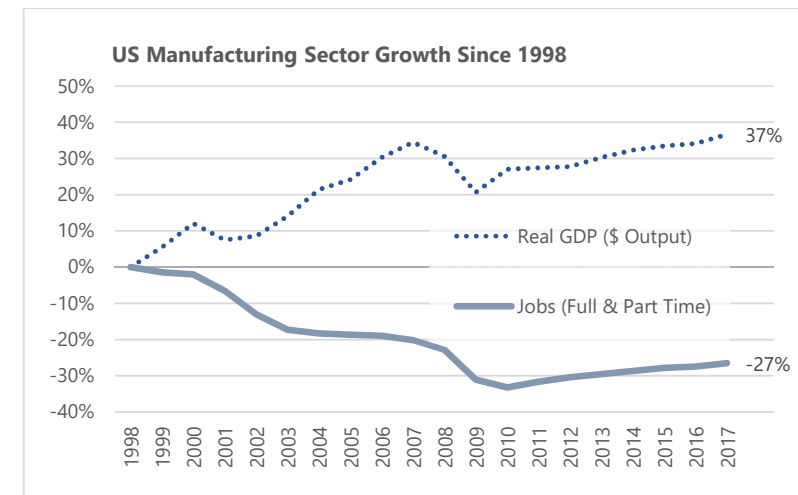
Figure 4: Manufacturing Employment Growth Since 2001, Black Hawk County vs. Iowa & U.S



Source: BLS and Leland Consulting Group



Figure 5: Manufacturing Output (GDP) Growth vs. Job Growth Since 1998



Source: U.S. BEA and Leland Consulting Group

Despite a significant drop-off in manufacturing employment levels, the manufacturing sector is, in fact, performing quite well in terms of total output. As Figure 5 shows, over the past two decades, nationwide manufacturing employment has declined by 27-percent at the same time that total output (inflation-adjusted manufacturing sector GDP) has increased a robust 37-percent.

This imbalance results almost entirely from production gains due to automation. In other words, because of technological advances, manufacturing firms have gone from generating \$79,000 in total output per human employee in 1998 to \$147,000 in 2017 (in inflation-adjusted dollars). This statistic is very relevant to urban planning and local economic development. Landing a new manufacturing facility through local industry recruitment efforts is today likely to translate into far fewer local jobs than a similar facility investment two decades ago. Major industrial developments are still coveted, of course, but increasingly the local benefits have more to do with growth in property taxes and somewhat less with employment growth.



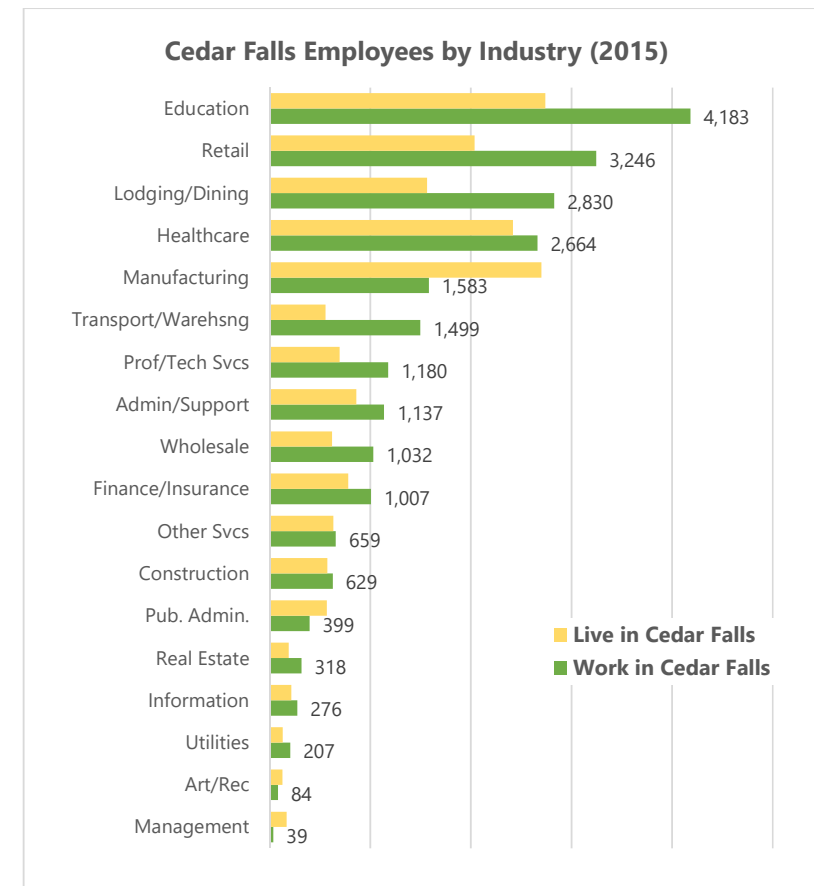
Cedar Falls Employment Profile

Figure 6 shows employment by industry, specific to the city of Cedar Falls – both in terms of jobs held by Cedar Falls residents and jobs taking place within Cedar Falls workplaces. With nearly 4,200 full and part-time jobs, the education sector provides the largest number of jobs taking place in Cedar Falls, followed by retail and lodging/dining (“food service and accommodations”). Employment concentrations in these sectors are consistent with a residential-oriented city.

These are followed closely by several sectors that tend to be higher-paying, and, as we show later, upwardly trending in Cedar Falls relative to Waterloo: healthcare, manufacturing, logistics (transportation and warehousing) and professional/technical services. healthcare, with nearly 2,700 jobs. Three other sectors have more than 1,000 employees both living in Cedar Falls or working in Cedar Falls: healthcare, retail and educational services. The accommodation and food services (lodging/dining) sector rounds out the top five industry sectors, with nearly 1,000 resident workers and 1,200 jobs in Cedar Falls workplaces. Growth in these sectors is evidence of Cedar Falls’ gradual transformation into a more regionally-oriented economic hub, increasingly sharing a role that has been historically skewed towards Waterloo.



Figure 6: Cedar Falls Employment by Industry, 2015



Source: US Census Longitudinal Employment and Household Dynamics (LEHD) dataset and Leland Consulting Group

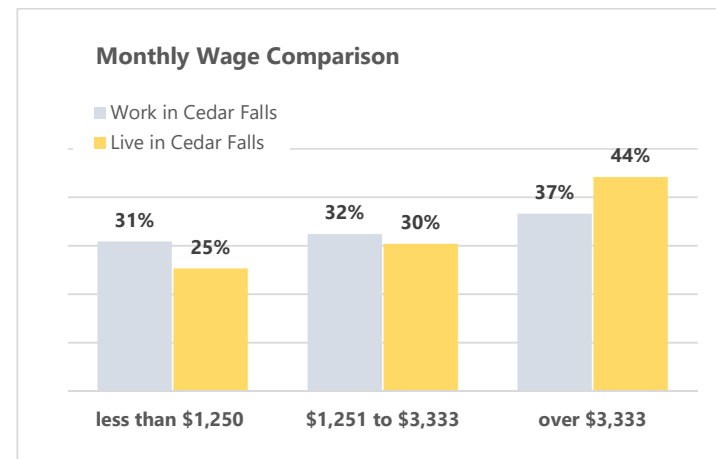
Note: Figure excludes Natural Resources and Mining sectors, with minimal employment
14

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Of those top five industries, retail and dining/lodging stand out as having relatively low wages, while manufacturing, healthcare and education are generally much better-paying, both nationally and in the local economy.

Comparing wages earned by Cedar Falls resident workers with wages paid by Cedar Falls businesses, Figure 7 shows that in-town jobs are somewhat lower-paying on average than out-of-town jobs filled by out-commuting Cedar Falls residents – although the differences are not extreme.

Figure 7: Cedar Falls Wage Comparison, 2015



Source: US Census Longitudinal Employment and Household Dynamics (LEHD) dataset and Leland Consulting Group

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Employment Forecasts

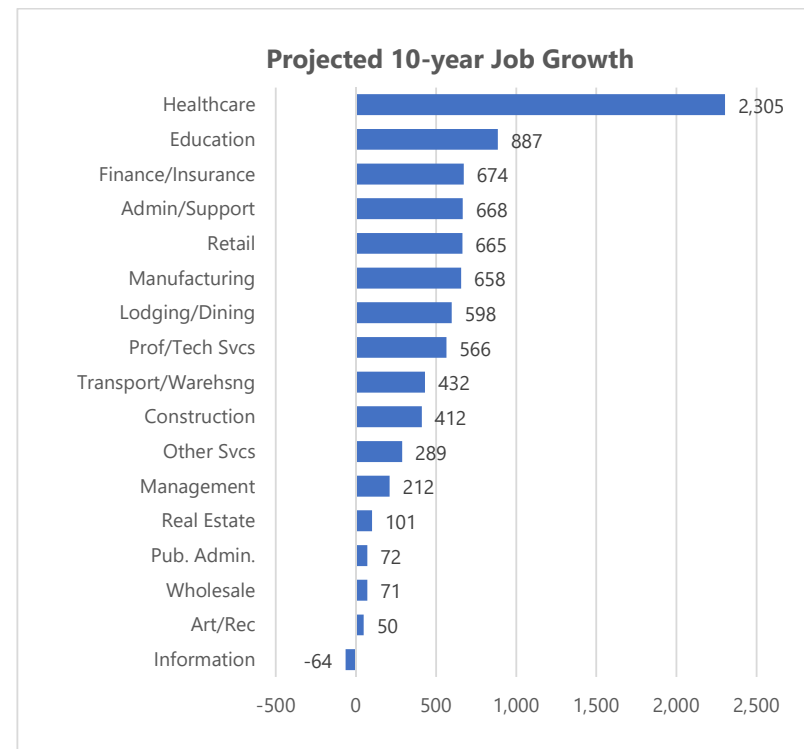
Through its Workforce Development department, the State of Iowa periodically produces “long-term” forecasts of future employment growth across the many industry sectors and sub-sectors. These 10-year forecasts are made for each of the state’s 16 workforce development regions shown in the map. Black Hawk County is the primary economic hub for Region 7.



The most recent available set of employment forecasts covers the period from 2016 to 2026. Iowa Workforce Development projects at least some growth across (almost) all industries for Region 7. Total employment growth for the 10-year forecast period is 8,595 jobs, added to its current base of just over 100,000 jobs. The overall projected addition of 8,600 jobs would represent an **average annual employment growth rate of 0.83-percent** for the counties in Region 7.

The leading single growth sector is projected to be healthcare, with an expected 2,305 new jobs over the decade. Medical industry growth is driven (both here and across most national markets) largely by the aging Baby Boomer population bulge. As that segments enters their senior years, demand for medical and related social services are likely to rise across the board.

Figure 8: Long-Term Employment Growth Projections by Industry (2018-28), Iowa Region 7

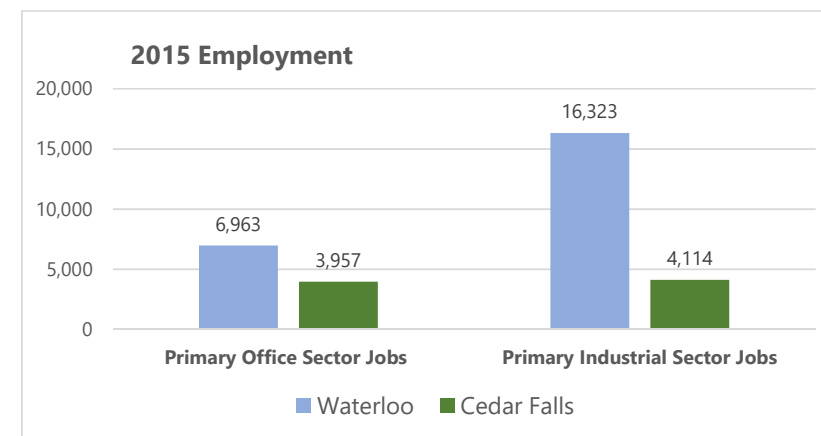


Source: Labor Market Information Division, Iowa Workforce Development (Long-term industry forecasts from the for 2016 to 2026 were converted to 2018-2018, based in part on Short-term forecasts for 2017-2019); and Leland Consulting Group. Note: Figure excludes Utilities, Mining and Natural Resources industry sectors, which have minimal regional employment

Shifts Within the Waterloo-Cedar Falls Economy

Waterloo is still the dominant employer in the metro, with nearly double the primary office sector jobs and almost four times the primary industrial sector jobs as Cedar Falls, as of 2015 (the latest date allowing for direct comparisons within the metro area).

Figure 9: Primary Office vs. Industrial Jobs Comparison (2015)

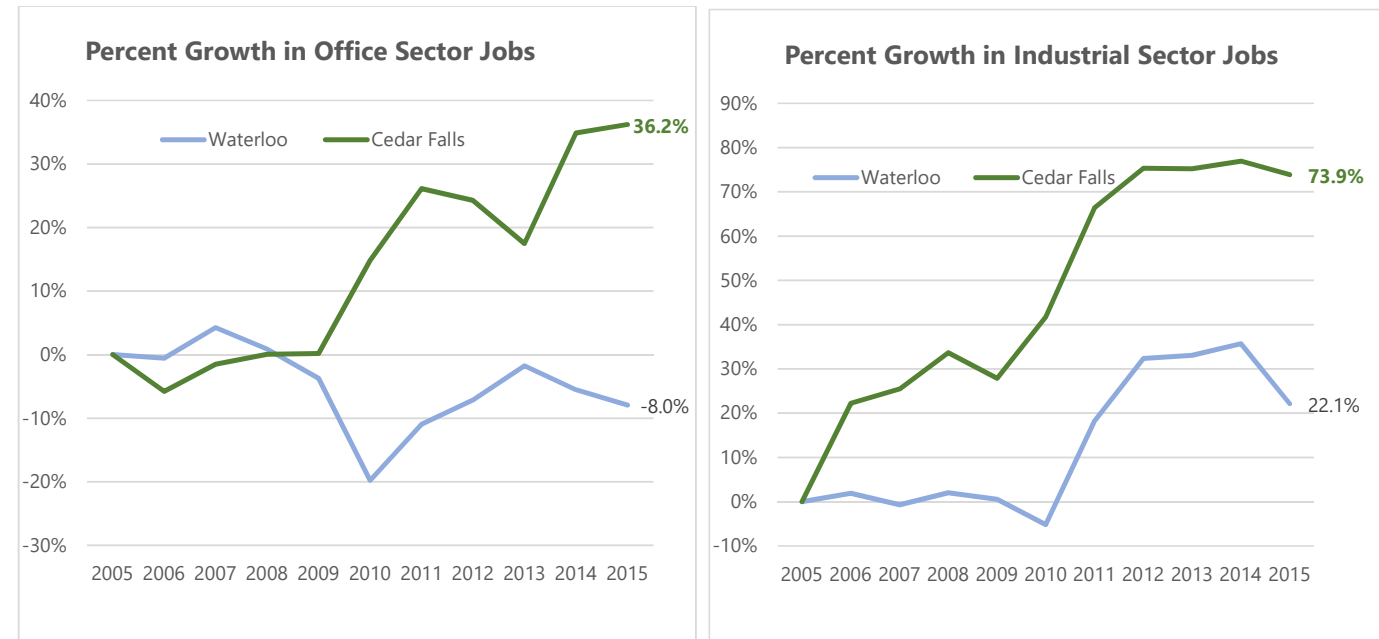


Source: US Census Longitudinal Employment and Household Dynamics (LEHD) dataset and Leland Consulting Group

Note: Primary Office includes jobs in information, finance, real estate, management of companies, professional/tech services, and administrative support services. Primary Industrial includes jobs in manufacturing, logistics (transportation and warehousing), and wholesale trade.

However, as the figures below illustrate, the last decade has seen a relative trend favoring growth in Cedar Falls versus Waterloo across office sector and industrial sector jobs. In fact, much of the recent growth in both office and industrial employment has occurred in the business parks just north of the subject property. This ongoing shift is an important indicator of broadening employment activity of the type likely to support demand for space on the subject property.

Figure 10: Growth Comparisons Between Waterloo and Cedar Falls in Office and Industrial Employment, 2005 to 2015



Source: US Census Longitudinal Employment and Household Dynamics (LEHD) dataset and Leland Consulting Group

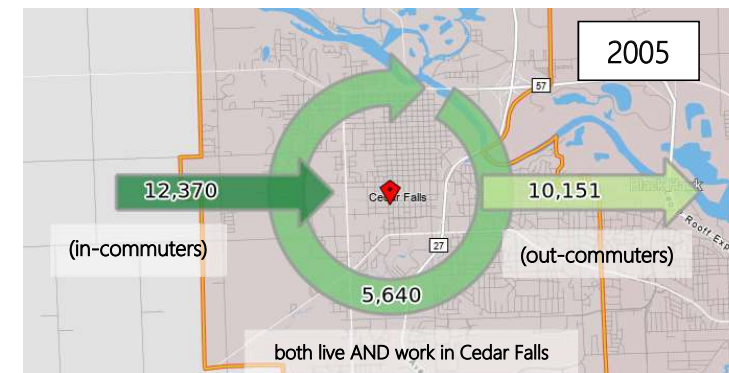
Worker Flows

In 2005, Cedar Falls had estimated daily flows of approximately 12,400 people commuting *into* the city from outside for work, with just over 10,000 Cedar Falls residents commuting *out* for work. Another 5,640 residents were able to both live *and* work in the city.

The count of those able to both live and work in a city is a good alternative indicator of jobs-housing balance, as it reflects how well a place meets the residential needs and wants of those who are actually employed there. While there is no “optimal” ratio for how many in-town employees manage to also live in town, that indicator can be tracked in a relative sense as a barometer of civic well-roundedness.

In the case of Cedar Falls, the fact that the “live and work” group grew by nearly 1,000 over the decade ending in 2015 is a positive indicator of increased civic maturity as both workplace and bedroom. The evidence of shift from Waterloo towards Cedar Falls as a workplace option is further evidenced by addition of over 4,000 new in-commuters over the same period.

Figure 11: In-Commuting and Out-Commuting Patterns for Cedar Falls, 2005 vs. 2015



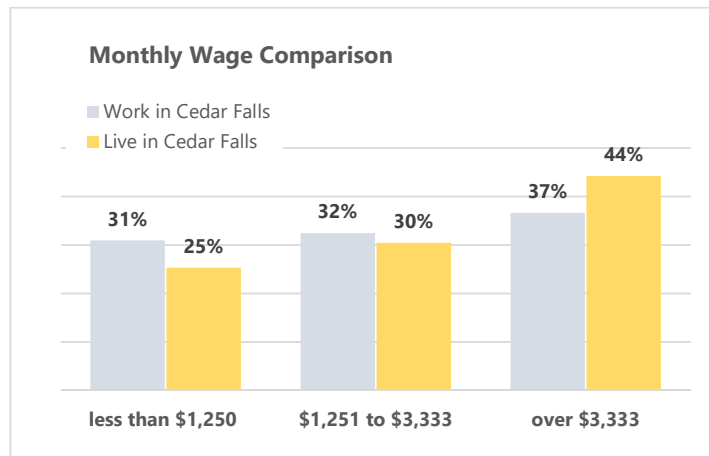
Source: US Census Longitudinal Employment and Household Dynamics (LEHD) dataset and Leland Consulting Group

Because this evolution of Cedar Falls’ regional role is heavily driven by “traded sector” industries (essentially “importers of regional dollars”) such as finance, logistics and manufacturing. As such, these changes are likely to be accompanied by strong multiplier effects—as the influx of jobs and resulting household income growth recirculates through the local economy in the form of retail, dining, and business-to-business spending.



Source: US Census Longitudinal Employment and Household Dynamics (LEHD) dataset and Leland Consulting Group

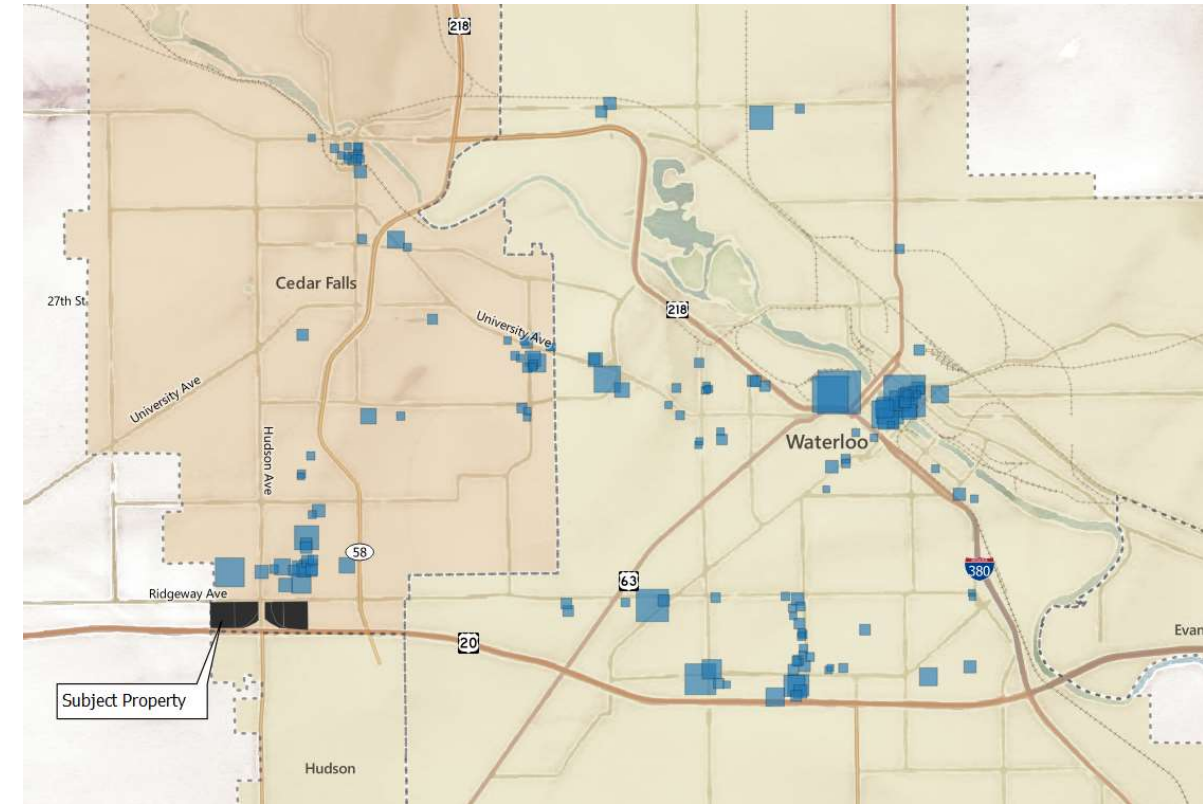
Figure 12: Cedar Falls Employment Growth by Wage Range, 2005 vs 2015



Source: US Census Longitudinal Employment and Household Dynamics (LEHD) dataset and Leland Consulting Group

Office Market

Figure 13: Existing Office Supply



Source: Costar and Leland Consulting Group



Fundamental demand for office space on a given property is seen as a function of the level of employment across a broader surrounding market area. Certain industry sectors, such as finance, professional services and information will need nearly all employees to be working in offices, while firms in other industries may require relatively little office real estate. Projected job growth in office-intensive sectors is the primary predictor of future office demand. In areas where demand for office space is already higher than can be accommodated by standing office inventories (as evidenced by low vacancy rates and rising rents) there may also be "pent-up" demand for immediate construction.

Regional 10-year Office Demand Projections

	2018 Jobs	Pct. In Office Space	Est. S.F. per Office Job	Current Office Space (sf)	10-yr Growth Rate	10-yr Office Space Growth
Healthcare	14,620	25%	250	913,750	1.5%	144,043
Finance/Insurance	4,150	80%	250	830,000	1.5%	134,760
Prof/Tech Svcs	3,323	80%	250	664,500	1.6%	113,150
Admin/Support Management	3,725	50%	250	465,625	1.7%	83,450
Real Estate	935	85%	250	198,688	2.1%	45,007
Education	998	50%	250	124,688	1.0%	12,595
All Other	13,083	5%	250	163,531	0.7%	11,086
	59,045	mixed	250	703,594	mixed	15,682
Total*	99,878			4,064,375		559,771
				Subject Capture		
				low	20%	112,000
				high	30%	168,000

Source: Labor Market Information Division, Iowa Workforce Development (Long-term industry forecasts from the for 2016 to 2026 were converted to 2018-2018, based in part on Short-term forecasts for 2017-2019); and Leland Consulting Group

The potential for significant office demand in Iowa's workforce Region 7 (Black Hawk, Bremer, Buchanan, Butler, and Grundy) is bolstered by strong recent and projected growth in industry sectors that typically require office space, namely: financial activities, real estate, professional/technical/scientific services, management of companies, and administrative support activities. These sectors typically need new office space for at least 50 percent of new employees (80 percent or above for finance and professional/tech services). With the exception of information (a sector still dominated by the struggling newspaper



publishing industry) all are expected to grow faster than 1.0 percent annually – above the overall jobs growth projected rate of 0.8 percent and more than double the expected household growth rate (0.7 percent) for all but information and real estate.

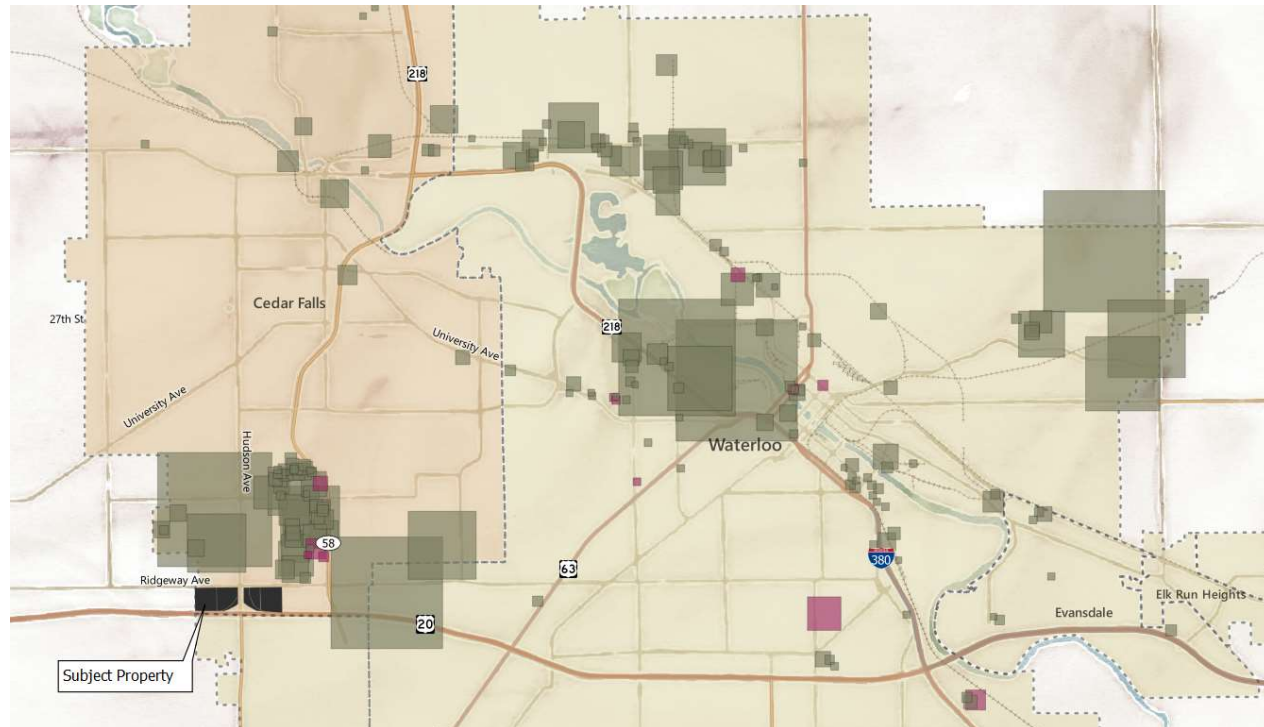
Healthcare employment is more difficult to reliably translate into future office space demand (as opposed to hospital or clinic demand). The proportion of new healthcare jobs requiring office space tends to range from 20 percent to 50 percent, depending on the market and local providers. The table above assumes a 25-percent office penetration rate. With over 2,300 projected new jobs over the coming decade, healthcare could support demand for 144,000 square feet of new medical office space – more than any individual traditional "office sector".

Capture Potential

In all, new demand for office space across the 5-county Region 7 should approach 560,000 square feet over ten years. Given that Region 7 office development of any scale is almost entirely limited to Black Hawk county and given that Cedar Falls appears to be increasing its county share of office-sector employment recently, we estimate that attainable subject property capture of new regional office space could range from 20 to 30 percent, equating to approximately 112,000 to 168,000 square feet of supported development. Given that likely new competition for higher-end office space in the market is currently limited (with space in Waterloo's Tech Works complex standing out as a notable exception), even high capture rates may be possible with fortunate timing. While capturing above 30 percent of regional office growth is not out of the question, but would require a particularly aggressive marketing approach, a standout design, and a strong recruiting preference on behalf of the City towards this particular site.

Industrial Market

Figure 14: Existing Industrial and Flex Supply



Source: Costar and Leland Consulting Group

Industrial/flex demand is estimated in a similar fashion to office, although some of the inputs are prone to higher margins-of-error, since the percentage of employees requiring office/flex ranges considerably even within a single industry group. Likewise, the average square footage required per employee is highly variable, depending heavily on the degree of automation and nature of activities occurring within a given facility. Two final uncertainty factors are

that 1) large-scale expansions of existing industrial firms are typically closely-held company secrets until close to the time of construction (often coming as a surprise to employment-forecasters) and 2) attracting a relocating or expanding firm from outside the market to develop a facility locally is usually the product of aggressive outreach, recruitment efforts and incentives together with corporate decision-making criteria that can be obscure. While recruitment often ends with logical additions to a city's existing industry clusters, the result can also result in introducing brand new industries to a market.

Given those caveats, the following demand calculations represent reasonable assumptions about prevailing local and national industry trends, resulting in development projections that are more likely to be close in terms of aggregate square footage than in terms of exact breakdowns by industry.

Regional 10-year Industrial Demand Projections

	2018 Jobs	Pct. In Industrial Space	Est. S.F. per Industrial Job	Est. Current Industrial Space (sf)	10-yr Projected Growth Rate	10-yr Industrial Growth (s.f.)
Manufacturing	17,788	25%	500	8,449,063	0.4%	312,319
Transport & Warehousing	3,875	80%	1500	5,231,250	1.1%	583,486
Wholesale Trade	3,510	80%	1000	3,334,500	0.2%	67,774
All Other	74,705	<i>mixed</i>	250	1,244,381		126,794
Total*	99,878			18,259,194		1,090,373

Source: Labor Market Information Division, Iowa Workforce Development (Long-term industry forecasts from the for 2016 to 2026 were converted to 2018-2018, based in part on Short-term forecasts for 2017-2019); and Leland Consulting Group

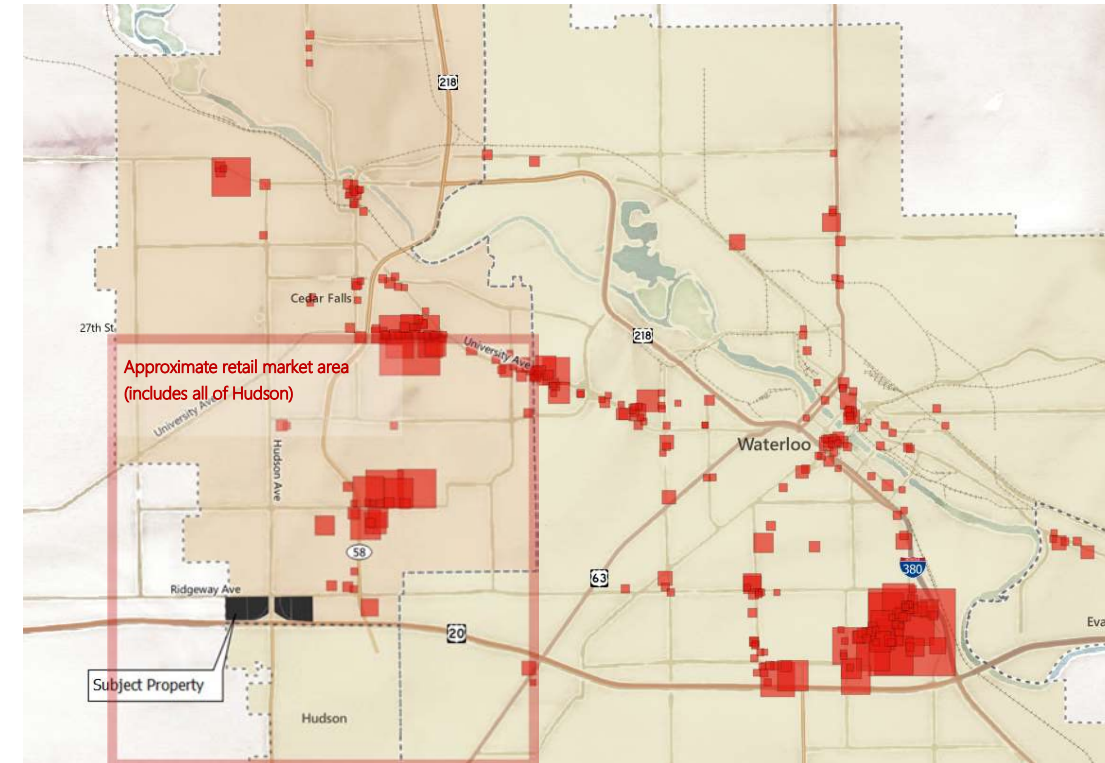
Capture Potential

Led by strong projected growth in logistics (transportation and warehousing sectors) and moderate but positive anticipated manufacturing growth, Region 7 could add another 1.1 million square feet of industrial/flex space to its approximately 18-20 million square foot existing inventory. While this level of growth is modest, it comes in the context of decades of dwindling national manufacturing demand. As noted in a previous section, manufacturing and logistics are particularly affected by trends in facility automation, effectively reducing the employment impact of new plants, even when the development value (and resulting construction impacts and property tax revenues) can be quite high.

Compared to office development, Black Hawk county is likely somewhat less dominant in terms of its share of industrial space (though this is difficult to quantify with available data). As a result, a 10- to 20-percent capture rate of region-wide demand for the subject property may be somewhat more aggressive – but still attainable, given the potential special focus on a larger corporate user. With that target, the subject property could develop approximately 110,000 to 220,000 square feet of space over ten years. The focus of development, in terms of best fit with the site, would be towards the more office-like R&D/flex range of the industrial development continuum.

Retail Market

Figure 15: Existing Retail Supply and Retail Market Area



Source: Costar and Leland Consulting Group



Demand for new retail space is determined by future retail spending potential of projected new households as well as by some recapturing of retail spending that is currently lost to nearby communities or areas (referred to as "leakage" or "retail void"). An additional adjustment is made to allow for demand from space turnover and replacement of existing obsolete retail space.

Additional demand is derived from the daytime spending potential of office workers (and some industrial employees, although they are more likely to eat lunch on-site) and overnight visitors staying in nearby lodging.

This retail analysis assumes that customers for the subject property would be drawn from a market area including all of Cedar Falls south of University Ave. plus a portion of southwestern Waterloo and the town of Hudson (where few competing retail and dining options exist).

Retail Market Area 10-year Demand Projections

	10-yr New Demand from HH Growth (s.f.)	Plus Recapture-able Existing Leakage (s.f.)	Plus Est. Obsolete s.f. Replaced (1% in 10 yr)	Total New 10-yr Demand (s.f.)
Furniture & Home Furnishings	2,212	281	372	2,865
Electronics & Appliance	1,887	2,510	34	4,431
Building Material, Garden Equip	3,582	0	1,558	5,139
Food & Beverage (grocery)	7,918	48,436	673	57,027
Health & Personal Care	3,240	2,558	420	6,217
Clothing & Accessories	2,351	0	1,971	4,322
Sporting Gds, Hobby, Book, Music	1,769	0	2,658	4,427
General Merchandise	10,586	0	5,996	16,583
Misc. Store Retailers	3,572	4,937	41	8,549
Foodservice & Drinking Places	6,752	0	1,903	8,655
Other (incl. cinema, prof./med. office, banks, fitness, etc.)	10,645	0	3,524	14,169
Total*	54,513	58,722	19,149	132,384

Source: Leland Consulting Group, with inputs from Costar (on retail supply), ESRI (demographics and spending potential)



Because of the market area constraints posed by the boundary with Hudson, discussed in the Site Analysis below, retail demand for the subject property is likely limited to dining and service retail targeted to daytime populations in the project vicinity, with secondary support from surrounding neighborhoods. Ten-year demand is estimated at approximately 35,000 to 50,000 square feet.

Site Analysis for Potential Commercial Development

Category	Subject Evaluation
	<ul style="list-style-type: none"> ★ <i>weak</i> ★★ <i>fair</i> ★★★ <i>adequate</i> ★★★★ <i>strong</i> ★★★★★ <i>very strong</i>
<p>Labor Market Proximity</p> <p>Convenience to residential options for management is one of the most important drivers of office site selection. Proximity to well-educated labor pool aids hiring and workforce quality of life.</p> <p>Industrial users are less dependent on a workforce of college graduates but do require proximity to strong training options.</p>	<p style="text-align: center;">★★★★</p> <p>Proximity to well-educated labor pool due to presence of NIU. Competitive with northern Iowa sites, but lags larger urban Iowa markets.</p> <p>Higher-end residential options for ownership & management are better in Cedar Falls than Waterloo, but also limited relative to larger Iowa markets.</p>
<p>Customer Proximity</p> <p>Being near end customers <i>per se</i>, is concern mainly for retailers (and some professional and medical offices).</p> <p>Office and industrial space can benefit from proximity to B-to-B clients and customers through simple ease of access,</p>	<p style="text-align: center;">★★★ (mixed)</p> <p>The site is very well-located relative to prospective retail dining and service customers originating from area workplaces and hotels.</p> <p>For retail drawing from household spending power, however, the site is less well located. It is further from both single family and multifamily households (including university housing) than current</p>

Category	Subject Evaluation
	<ul style="list-style-type: none"> ★ weak ★★ fair ★★★ adequate ★★★★ strong ★★★★★ very strong
although this benefit varies across industries and supply-chain practices of specific companies.	<p>competing sites and not really on the way to other significant destinations. More importantly, the site's location at the border of the City's boundary with Hudson adds considerable uncertainty as to the scale and timing of residential rooftop growth on the southern half of what would be its traditional trade area "ring".</p> <p>From the perspective of either industrial or office tenants, proximity to other businesses is potentially very good (with the Technology and Industrial Center firms).</p>
<p>Visibility</p> <p>Visibility from major roads & highways can add continual advertising value for retail and office properties, boosting prestige, name recognition, wayfinding. (Distinctive signage & architecture is an important complement).</p> <p>Industrial users derive some similar benefits, but to a lesser degree.</p>	★★★★★
<p>Access</p> <p>Ease of access (mainly auto, but also transit & ped) is critical for retailers and very desirable for office customers, management and employees. Industrial users demand good access for employees, but are generally more concerned with ease of truck movement.</p>	★★★★★

Category	Subject Evaluation
	<ul style="list-style-type: none"> ★ weak ★★ fair ★★★ adequate ★★★★ strong ★★★★★ very strong
<p>Traffic Volume</p> <p>Office properties are not dependent on traffic in the same way as retail, but high volume helps to reap visibility benefits. Traffic volume, if too high, can become a detriment for industrial users.</p>	★★★★
<p>Neighboring Land Uses</p> <p>Office real estate gets shared prestige from clustering near other offices similar in class or function. Other nearby land uses should not detract from overall desired image.</p>	★★★★½
<p>Site Aesthetics</p>	★★★★ (potentially higher)

Category	Subject Evaluation
	<ul style="list-style-type: none"> ★ <i>weak</i> ★★ <i>fair</i> ★★★ <i>adequate</i> ★★★★ <i>strong</i> ★★★★★ <i>very strong</i>
Aesthetic aspects such as natural landscape, views to and from the site, as well as streetscape and other urban or architectural amenities can boost office value.	natural appeal. This may be especially beneficial for a corporate campus user looking for a strong image-oriented site location.

SWOT Analysis

To organize the preliminary strategic findings arising from the market analysis thus far, we employ SWOT analysis, listing out the internal Strengths, Weaknesses of the subject property, alongside the external Opportunities and Threats in the potential project environment that may impact its chances for success.

- **Strengths:** characteristics of the site/project that give it an advantage over others.
- **Weaknesses:** characteristics of the site/project that place the business or project at a disadvantage relative to others.
- **Opportunities:** elements in the environment that the project could exploit to its advantage.
- **Threats:** elements in the environment that could cause trouble for the project.

	<i>potentially helpful</i>	<i>potentially harmful</i>
<i>(internal to, or part of the site)</i>	Strengths <ul style="list-style-type: none"> • Excellent site access and visibility • Topographic/natural amenity potential of Dry Run • Current City ownership preserving timing & use options • Adjacent to fast-growing Technology Park • Major gateway location for northbound (primarily metro Des Moines-originating) traffic • Proximity to UNI (activity generator, source of dining/service demand, training) • Fiber-to-the-door connectivity (Gigabit City – moving towards 10Gb) 	Weaknesses <ul style="list-style-type: none"> • Challenge with undevelopable flood plain land on western parcel Mobile home park adjacency – detrimental to aesthetics, prestige upside • Storage facility adjacency (across US 20 in Hudson) • Edge location – currently somewhat disconnected from existing development clusters (except for Technology Park)
<i>(external to the site)</i>	Opportunities <ul style="list-style-type: none"> • Steady metro population & overall job growth • Job growth strongest in sectors important to office and flex/R&D demand • Shifts in metro office and industrial jobs towards Cedar Falls (outpacing Waterloo growth) • Fast growth in nearby daytime population (potential restaurant & service customers) • Technology Works in Waterloo (see Threats) may make Black Hawk county more desirable to relocating corporations – who may then choose Cedar Falls as final site 	Threats <ul style="list-style-type: none"> • Waterloo still dominant in metro (larger population, larger employer base) • Rooftop (population) density limited in nearby (1-mile) area, constraining potential retail development scale • Uncertainty & lack of control regarding future development immediately south in Hudson • Potential competition with Technology Works (400K + square foot redevelopment project in central Waterloo (strong John Deere ties, hotel, office space, training facilities, maker space, incubator space)

Absorption and Phasing

The preferred site plan vision is quite ambitious –appropriately so for a key remaining assembly of highway-fronting commercial land in Cedar Falls. While the aggressiveness of the plan is warranted given the prime site and the strong momentum currently enjoyed by the city, it translates into an absorption horizon that could consume several decades under reasonable market assumptions. As such, the phasing for the site’s development needs to be flexible yet strategic.

Because the western parcel has potential value as a high-amenity, high-design site that would be suitable for a major corporate campus user, it makes sense to preserve that site until such a user can be identified and successfully recruited. The eastern parcel lacks the full upside potential of the west side,



due to its largely featureless topography, but shares important site attributes such as visibility, access, traffic volume and proximity to fast-growing commercial land uses.

Thus, we recommend making infrastructure improvements necessarily to market development parcels on the east side to small and medium users as an initial phase. Once the east side approaches capacity, then a second phase of infrastructure improvement and development can begin on the west. *However, if and when a prospective flagship user for the larger west. parcel can be secured, the City (or other owner/developer) should consider parallel development of both east and west parcels*

Market Analysis Conclusions: Why Cedar Falls? Why This Site?

- The mid-sized “twin cities” market of Waterloo-Cedar Falls is distant enough from any competing urban area to have its own market identity and regional influence, but not large enough to avoid some level of dependence, especially with metropolitan Des Moines, its primary regional neighbor.
- While the city of Cedar Falls has a number of major highway entry points, its southern gateway is particularly important to the city’s image and economic role, both because of this relationship to Des Moines and because of the presence of Northern Iowa University just to the north.
- This favorable location within the metro has already begun yield positive market effects, capturing a significant share of the Waterloo-Cedar Falls new commercial development over the past decade – primarily in the form of office, flex/R&D, light industrial, and lodging development in and around the Cedar Falls Technology Park.
- The subject property is well-situated to capitalize on this momentum, taking advantage of potentially excellent visibility and access, along with natural drainage features that can serve as a centerpiece to a superior site design.
- While central Waterloo does pose some new competitive threat with recent investments in their Technology Works project (an adaptive re-use of older John Deere facilities into incubator and related tech space), the Gibson subject property is sufficiently differentiated from that competition – with more of a focus on commercial users that are “going concerns,” less reliant on subsidized start-up amenities.
- The subject property also has strong potential to develop as a purpose-built hub for dining and service retail targeted to the growing southwest metro employment concentration. Existing competition is thus far somewhat scattershot and lacking in the kind of shared site amenities and walk/bike-friendly connectivity that the subject property could offer.
- Finally, the site in question represents an opportunity to shore up the aesthetics of what appears to be a permanent gateway location (given that the municipality of Hudson, to the south is already allowing warehouse/light industrial development up to the Cedar Falls border).

Photo Inventory - West Parcel



View East from Ridgeway Ave at Dry Run Creek



View Northwest Towards the West Parcel

Photo Inventory - West Parcel



View Southeast from Ridgeway Ave



Ridgeview Ave Bridge crossing at Dry Run Creek



Dry Run Creek



View of Dry Run Creek from Ridgeway Ave

Photo Inventory - East Parcel



Existing Roadway Sign



Existing Industrial Park Monument Sign



Existing Monument Sign



View along Ridgeway Ave facing West



View of Ridgeway Ave facing West



View of Ridgeway Ave / Chacellor Drive Intersection

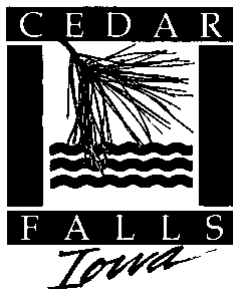
Photo Inventory - East Parcel



View towards East Parcel from Highway 20 Exit Ramp



View towards East Parcel from Hudson Road Overpass



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 James P. Brown and City Council
FROM: Shane Graham, Economic Development Coordinator
DATE: October 17, 2019
SUBJECT: Economic Development Website Services – Brand Acceleration, Inc.

As part of the City's economic development efforts, staff has been exploring the idea of creating a standalone economic development website, which would be developed strictly for economic development purposes. Staff envisions the website being a powerful tool where visitors to the site can find important pieces of information about the City in order to meet their project needs.

With that, staff has been in discussions with Jim Walton, founder and CEO of Brand Acceleration, Inc., an award-winning, full-service research, branding, marketing communications and public relations firm that is entirely focused on community and economic development marketing. Brand Acceleration, Inc. has created many economic development websites for cities, counties, and regions across the United States, including the City of Cedar Rapids in Iowa. Their knowledge in the economic development field assures that they know who the key audiences are, such as site selection consultants, prospective workers and residents, real estate professionals, developers, entrepreneurs, and local/regional stakeholders.

Brand Acceleration, Inc. has provided a proposal to create an economic development website for the City of Cedar Falls. The proposal includes creating a website with 14-16 pages of content, including available sites and buildings, economic data, workforce and education information, various maps, industry information, and contact information. The project would be completed through a four step process as outlined in the scope of services. The four steps included in the scope of services include:

- Step I – Discovery Phase
 - Consultant will do a site visit to Cedar Falls in order to tour the City, visit the industrial parks and other areas of interest, and meet with local businesses and stakeholders.
 - Draft Strategic Brief, which identifies audiences and key messaging.
 - Review of Strategic Brief by City staff.

- Step II – Copywriting Phase
 - Begin write copying website pages and submit to City.
 - Review of document by City staff.
- Step III – Website Design Phase
 - Consultant will develop concepts for the website, including homepage and interior pages.
 - Review of design concepts by City staff.
- Step IV – Programming and Production
 - Consultant will build website pages as approved by City.
 - Consultant will develop social media pages and mobile website.
 - Review of website by City staff.
 - Consultant to make final changes and launch website.
 - Consultant to train City staff on using website and using Google Analytics.

Attached in your materials is the proposed contract, which includes the work to be performed (within the scope of services). It is anticipated that the project will take approximately 6 to 9 months to complete.

The amount of the contract is \$23,150.00. Funds for this project will be provided out of the Economic Development Fund. It is recommended that City Council approve the contract with Brand Acceleration, Inc. for the economic development website development services.

Approval of this contract is consistent with Organizational Goal 6: Creating an environment conducive to economic development. This is further identified on Page 22 of City Council Goals under Supporting Policies:

- Function as a catalyst to encourage and assist businesses to develop and expand in Cedar Falls.
- Continue to support public and private economic development efforts in Cedar Falls and the metropolitan area.

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

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



CONTRACT FOR ECONOMIC DEVELOPMENT WEBSITE SERVICES

BETWEEN

THE CITY OF CEDAR FALLS

AND

BRAND ACCELERATION, INC.

CONTRACT NUMBER

ED-000-3216

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ATTACHMENTS:

- A SCOPE OF SERVICES
- B CONSULTANT INSURANCE REQUIREMENTS AND DOCUMENTS
- C STANDARD TERMS AND CONDITIONS

Contract # ED-000-3216

This agreement, hereinafter referred to as “Contract”, is by and between Brand Acceleration, Inc., hereinafter called “Consultant” and the City of Cedar Falls, Iowa, hereinafter called “City” and is to be effective on the date it is executed by both parties as shown herein below. Both Parties may be referred individually as “Party” and jointly as “Parties”.

The Consultant and the City, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

1.0 GENERAL CONTRACT

- 1.1 In accordance with the provisions and conditions of this Contract, Consultant hereby freely enters into this Contract for the purpose of providing Services to the City and to be compensated for the Services. Execution of this Contract by the Consultant and the City constitutes written authorization to the Consultant to proceed with the Scope of Services contained herein.
- 1.2 Special terms and conditions specific to this Contract are found in Attachment A, SCOPE OF SERVICES.

2.0 DEFINITIONS

- 2.1 “Project” shall be the City description of the essence of what is being accomplished through the performance of this contract. Project shall be the same as what is used in the RFB, RFP, or RFQ documents for this contract, if such documents exist.
- 2.2 “Services” shall mean all necessary labor, transportation, equipment, materials, apparatus, information, data and other items necessary to accomplish the Scope of Services as defined in this Contract in Section 4.0 and Attachment A, SCOPE OF SERVICES.
- 2.3 “Documents” shall mean drawings, design plans, specifications, , reports, information, observations, calculations, notes, electronic media, survey notes, special studies, as specified, personnel information, and any other records or reports, accounting records, data or information, in any form, prepared, collected, or received by Consultant, or its Subconsultants, if any, in connection with any or all of the Services associated within this Contract.
- 2.4 “Subconsultant” shall mean any person or entity retained by the Consultant as an independent Consultant to provide a portion of the core Services required for completion of the Services specified in this Contract.

3.0 TERM OF CONTRACT

- 3.1 The initial term of the Contract shall commence on the date the City executes the Contract, if by November 5, 2019, and shall end on June 1, 2020.

3.2 The Contract may be extended by written mutual agreement by the City and the Consultant.

4.0 SCOPE OF SERVICES

4.1 The Consultant shall, at its sole cost and expense, provide, perform and complete all Services in full compliance with and as requirement by or pursuant to this Contract and as defined in Attached A, SCOPE OF SERVICES, which is attached and made hereof.

4.2 The City reserves the right to make changes to the Scope of Services to be provided which are within the Project, but understands that such changes may change the cost of the services to be provided

5.0 CITY'S RESPONSIBILITIES

City's responsibilities for this Project are included in the Scope of Services, Attachment A.

6.0 COMPENSATION FOR SERVICES

6.1 The City shall compensate the Consultant for the Scope of Services provided under this Contract, described in Attachment A. Compensation shall be a firm-fixed price of \$23,150, invoiced based on completion of milestones.

6.2 Only allocable expenses and Services rendered on or after the execution date of this Contract shall be eligible for compensation.

6.3 Actual travel time to and from the work location is not reimbursable under this contract.

6.4 Surcharges (i.e. fuel surcharges, restocking) shall NOT be allowed to be added to invoices as an additional line item.

6.5 No price escalation will be allowed during the term of this Contract.

7.0 INVOICE PROCEDURE AND PAYMENT TERMS

Invoice Procedure

7.1.1 Invoices should be submitted at specified milestones, and in accordance with terms shown in Attachment A.

7.1.2 All invoices and supporting documentation shall be submitted at the intervals as agreed upon:

In a PDF format via e-mail to: shane.graham@cedarfalls.com or

Via US Mail to: City of Cedar Falls
Attention: Shane Graham
220 Clay Street
Cedar Falls, Iowa 50613

7.1.3 As a minimum, Consultant Invoices shall include the following information:

- Consultant name and address
- Date of Services
- Description of Services
- Milestone
- Percentage of Services completed
- The total amount being invoiced

7.1.4 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. The Cedar Falls Tax ID number is 42-6004332.

7.2 **Payment Terms**

7.2.1 Payment terms for Services authorized under this Contract shall be due upon receipt of an acceptable original invoice, as noted in Section 7.1.3, and after Services are provided and accepted and all required invoice support documentation is received in a format acceptable to the City.

7.2.2 All payments due hereunder shall be paid in U.S. Dollars.

7.2.3 The City may withhold payment per Section 12.0 of this Contract.

8.0 **TREATMENT OF DOCUMENTS**

8.1 **Ownership**

All documents and other materials prepared by the Consultant in connection with this project are the City's sole property in which the Consultant has no proprietary or other rights or interests. All reports, documents, information, and any materials furnished to the Consultant by the City shall remain the sole property of the City. Creative services presented by Consultant, but not selected by the City, will remain the property of the Consultant. Nothing written in this paragraph, however, will be interpreted to forbid the Consultant from retaining a single copy of information for its files.

8.2 **Confidentiality**

Any individual subcontracted or employed by the Consultant with authorized access to personnel information documents, if any, is given access to use any personnel information in the documents solely for the purpose of performing the Services of the Contract and must not divulge this information to anyone without a need to know. Confidentiality of personnel information contained in the documents shall survive the completion or termination of the Contract subject to applicable state statutes.

8.3 Disposal

If at any time during the performance of the Contract or following completion or termination of the Contract, Consultant and/or its Subconsultants choose to dispose of documents, disposal of documents shall:

- a) Comply with any retention requirements of the Contract, and
- b) Be in a manner such that documents or information in the documents is unable to be read, interpreted, reproduced, copied or duplicated in any fashion.

9.0 **AUDITS**

9.1 The City shall be allowed to audit the Consultant's records prior to considering an amendment to the Contract, Schedule, or Scope of Services.

9.2 If Project is funded in any way utilizing Federal Funds the Consultant acknowledges that it may be required to submit to an audit of funds paid through this Contract and as may be conducted in accordance with provisions of the Office of Management and Budget Circular A-133 (Audit of States, Local Government and Non-Profit Organizations).

10.0 **INDEPENDENT CONSULTANT**

Both Parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one Party shall not be deemed or construed to be the employees or agents of the other Party for any purposes whatsoever.

11.0 **TERMINATION**

11.1 Termination of Contract for Convenience

The City may terminate the Contract at any time by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least thirty (30) calendar days before the effective date of such termination. In that event, all finished or unfinished Services, reports, materials(s) prepared or furnished by the Consultant under this Contract shall, at the option of the City, become its property. If the Contract is terminated by the City as provided herein, the Consultant shall be paid for all Services which have been authorized, provided, and approved up to the effective date of termination. The City will not be subject to any termination fees from the Consultant.

11.2 Default and Termination for Cause

If through any cause, the Consultant shall fail to fulfill in a timely and proper manner its obligations or if the Consultant shall violate any of the terms or conditions of this Contract, the City shall thereupon have the right to terminate the Contract by giving written notice to the Consultant of such termination and specifying the effective date of termination. In that event, and as of the time notice is given by the City, all completed

Services, documents, and delivered materials shall, at the option of the City, become its property, and the Consultant shall be entitled to receive compensation for any satisfactory Services completed, and delivered materials. Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damage sustained by the City by virtue of breach of the Contract by the Consultant and the City may withhold any payments to the Consultant for the purpose of set off until such time as the exact amount of damages due the City are determined.

11.3 Termination Notices

Termination notices sent hereunder shall be sent via mail that requires receipt acknowledgment or by email or facsimile with first-class mail backup to Consultant and to City at their respective addresses and to the primary city contact listed in Section 31.0 of this Contract or to such other address/person as the Parties shall provide.

12.0 CITY'S RIGHT TO WITHHOLD

12.1 Notwithstanding any other provision of this Contract and without prejudice to any of City's other rights or remedies, the City shall have the right at any time or times, whether before or after approval of any pay request, to deduct and withhold from any payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate City for any actual or prospective loss due to:

- a) Services that are defective, inaccurate, flawed, unsuitable, nonconforming or incomplete due to negligence of the Consultant;
- b) Damage for which Consultant is liable under this Contract;
- c) Valid liens or claims of lien;
- d) Valid claims of Subconsultants or other persons;
- e) Delay in the progress or completion of the Services;
- f) Inability of Consultant to complete the Services;
- g) Failure of Consultant to properly complete or document any pay request or invoice;
- h) Any other failure of Consultant to perform any of its obligations under this Contract; or
- i) The cost to City, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of City's remedies set forth in this Contract.

12.2 The City shall be entitled to retain any and all amounts withheld until the Consultant shall have either performed the obligations in question or furnished security for such performance satisfactory to the City. The City shall be entitled to apply any money withheld or any other money due Consultant under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees, and administrative expenses incurred, suffered, or sustained by the City and chargeable to Consultant under this Contract.

13.0 INSURANCE

- 13.1 Prior to the start of the Services, and at all times during the term of the Services and this Contract, and any extensions thereof, the Consultant shall purchase, at its own expense, and maintain insurance with companies in good standing and acceptable to the City. Such insurance will protect the Consultant from liability and claims for injuries and damages which may arise out of or result from the Consultant's operations under this Contract and for which the Consultant may be legally liable, whether such operations are by the Consultant or by a Subconsultant or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.
- 13.2 For the protection of the Consultant and the City, but without restricting or waiving any obligations of the Consultant herein contained, the Consultant shall insure the risks associated with the Services and this Contract with minimum coverages and limits as set forth in Attachment B, INSURANCE REQUIREMENTS AND DOCUMENTS.

14.0 CONTROLLING LAW

This Contract shall be governed, interpreted and enforced in accordance with all applicable federal, State of Iowa, and local laws, ordinances, licenses and regulations of a governmental body having jurisdiction and shall apply to the Contract throughout, as the case may be. The Consultant certifies that in performing this Contract they will comply with all applicable provisions of the federal, state, and local laws, regulations, rules, and orders.

15.0 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, and DOT - Department of Transportation. The City of Cedar Falls expects that Consultants will offer expertise on conformance of regulations applying to the Services they provide.

16.0 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 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.

17.0 DISPUTES

- 17.1 Should any disputes arise with respect to this Contract, the Parties agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
- 17.2 The Consultant agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute and the City shall continue to make payment for all Services properly performed. Should the Consultant fail to continue to perform its responsibilities regarding all non-disputed Services, without delay, any additional costs incurred by the City or the Consultant as a result of such failure to proceed shall be borne by the Consultant.
- 17.3 The unintentional delayed payment by the City to the Consultant of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for Consultant to stop or delay Services according to Scope of Services, Attachment A.

18.0 INDEMNIFICATION

The Consultant shall, and hereby agrees to, protect, defend, indemnify and hold harmless the City of Cedar Falls, its officers and employees from any and all claims, settlements, judgments, and damages of every kind and nature made, to include all costs associated with the investigation and defense of any claim, rendered or incurred by or on behalf of the City, its officers, and employees, that may arise, occur, or grow out of any errors, omissions, or acts, done by the Consultant, its employees, Subconsultants or any independent Consultants working under the direction of either the Consultant or Subconsultant in the performance of this Contract.

19.0 WARRANTIES

19.1 Warranties – Professional Services

- 19.1.1 The Consultant shall perform Services for, and furnish deliverables to, the City pertaining to the Project as set forth in the Contract. The Consultant shall possess a degree of learning, care and skill ordinarily possessed by reputable professionals, practicing in this area under similar circumstances. The Consultant shall use reasonable diligence and professional judgment in the exercise of skill and application of learning.
- 19.1.2 Consultant represents that the Services shall be performed in a manner consistent with the standard of care of other professional service providers in a similar industry and application; shall conform to the requirements of the Contract; and shall be sufficient and suitable for the purposes expressed in this Contract.

- 19.1.3 Consultant shall be responsible for the quality, technical accuracy, completeness and coordination of all documents and other items and Services under the Contract. Consultant shall, promptly and without charge, provide all corrective Services necessary as a result of Consultant's acts, errors, or omissions with respect to the quality and accuracy of Services and documents.
- 19.1.4 Consultant shall be responsible for any and all damages to property or persons as a result of Consultant's acts, errors, or omissions, and for any losses or costs to repair or remedy any Services undertaken by City based upon the Services as a result of any such acts, errors, or omissions.
- 19.1.5 Consultant'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 Consultant.

19.2 Warranties – Intellectual Property

Consultant represents and warrants that all the materials, goods and services produced, or provided to the City pursuant to the terms of this Contract shall be wholly original with the Consultant or that the Consultant has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such materials, goods and services. The Consultant represents and warrants that the materials, goods and services, 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. Consultant further represents and warrants that the materials and Services 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 Consultant represents and warrants that it is the owner of or otherwise has the right to use and distribute the Services contemplated by this Contract.

20.0 GENERAL TERMS

- 20.1 The Consultant hereby certifies, pursuant to 48 CFR Part 9, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any federal agency. The Consultant further certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contracts with the City of Cedar Falls or the State of Iowa.
- 20.2 All Attachments referred to in this Contract are hereby incorporated herein by this reference.
- 20.3 The invalidity or unenforceability of any particular provision(s) of this Contract shall not affect the other provisions hereof, and this Contract shall be construed in all respects as if such invalid or unenforceable provision was omitted, and this Contract shall remain in full force and effect.

21.0 ENTIRE CONTRACT

This Contract and its Attachments contain the entire agreement and understanding by and between the parties with respect to the subject matter hereof, and no representations, promises, agreements, or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by the Party against whom such waiver is sought to be enforced.

22.0 ASSIGNMENT

22.1 The City and the Consultant each is hereby bound and the partners, successors, executors, administrators and legal representatives of the City and the Consultant are hereby bound to the other Party to this 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 this Contract.

22.2 Any assignment or attempt at assignment made without prior written consent of the City shall be void.

23.0 SUBCONTRACTING

23.1 Subconsultants which are shown as part of this Contract shall be deemed to be approved when this Contract is executed.

23.2 Subconsultants shall meet and be held to all of the terms and conditions of this Contract by the Consultant.

24.0 NON-DISCRIMINATION AND EQUAL OPPORTUNITY

All Consultants and Subconsultants that engage in contracts with the City of Cedar Rapids, Iowa agree as follows:

24.1 The Consultants and Subconsultants will not discriminate against any employee or applicant for employment because of race, sex, color, creed, ancestry, national origin, marital status, families with children, 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.

24.2 The Consultant and Subconsultant 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.

- 24.3 The Consultant and Subconsultant 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 Consultant and Subconsultant.

25.0 NON-COLLUSION STATEMENT

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

26.0 CONFLICT OF INTEREST

Consultant represents, warrants, and covenants that no relationship exists or will exist during the Contract period between the Consultant and the City that is a conflict of interest. No employee, officer or agent of the Consultant or Subconsultant shall participate in the selection or in the award or administration of a subcontract if a conflict of interest, real or apparent, exists. The provisions of Iowa Code Ch. 688 shall apply to this Contract. If a conflict of interest is proven to the City, the City may terminate the Contract, and Consultant shall be liable for any excess costs to the City as a result of the conflict of interest. The Consultant 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 Consultant shall report any potential, real, or apparent conflict of interest to the City.

27.0 CONTRACT AMENDMENTS

- 27.1 No alteration, change, or modification of the Scope of Services, Schedule, or any of the terms or conditions of this Contract shall be valid unless made by written amendment.
- 27.2 This Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract and signed by the City.

- 27.3 The Consultant shall not commence any Service not included in the Scope of Services or change the schedule until authorized in writing by the City in the form of a Contract amendment.
- 27.4 The Consultant shall not exceed the maximum fees, as noted in Section 6.0, without a prior written request to the City Purchasing Agent and authorization by written amendment to this Contract, including a change to the Scope of Services. The written request shall include documentation and justification for such request including a detailed cost and schedule impact to the Project.
- 27.5 Consultant shall make no claim for additional compensation in the absence of a written contract amendment to this Contract.

28.0 CLOSEOUT OF AGREEMENT

Upon completion of the Services included in this Contract, the Consultant shall submit the following:

- A final invoice.

29.0 SURVIVAL

All express representations and indemnifications made in or given in this Contract will survive the completion of all Services of the Consultant under this Contract or the termination of this Contract for any reason subject to applicable state statutes.

30.0 SEVERABILITY

Any provision or part of this Contract held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Contract shall be amended to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

31.0 PRIMARY CONTACTS

City – Project Manager	Consultant – Project Manager
Shane Graham	Jim Walton
City of Cedar Falls, Iowa	Brand Acceleration, Inc.
220 Clay Street	5799 Noble Drive
Cedar Falls, IA 50613	Indianapolis, IN 46234
Phone: 319-273-8600	Phone: 317-536-6255
E-Mail: shane.graham@cedarfalls.com	E-Mail: jim@brandaccel.com

ATTACHMENT A – SCOPE OF SERVICES

Whenever used in this Contract the following terms shall have the meaning given as follows: City shall mean the City of Cedar Falls, Iowa. Consultant shall mean Brand Acceleration, Inc. Project Manager shall mean Shane Graham, who is the designated coordinator and administrator for the Services under this project.

The Consultant shall, at its sole cost and expense, provide, perform and complete in the manner described and specified in this Contract all necessary services, transportation, equipment, materials, apparatus, information, data and other items necessary to accomplish the Project as defined below, in accordance with the Scope of Services (hereinafter "Services"). The Services will also include procuring and furnishing all approvals and authorizations, permits, and certificates and policies of insurance as specified herein necessary to complete the Project.

1.0 Scope of Services

1.1 Step One: Discovery Phase

- a) Discovery/planning and stakeholder meetings
 - 1) Consultant shall visit Cedar Falls for two to three days, meeting key people, conducting stakeholder meetings, touring the area, industrial parks and other area assets.
 - 2) The City's Project Manager will arrange all meetings and be available to accompany Consultant.
 - 3) Estimated timeline: 3-4 weeks after contract approval.
- b) Write Strategic Brief
 - 1) The Strategic Brief is a detailed document, identifying audiences and key messaging.
 - 2) The Strategic Brief will be delivered to the City's Project Manager as a Microsoft Word document for review.
 - 3) Estimated timeline: 2-3 weeks.
- c) Review Strategic Brief
 - 1) The City will review the Strategic Brief, note any changes and return the documents to Consultant.
 - 2) This review process will continue until both parties have agreed that the documents are fully vetted and approved by the City of Cedar Falls.
 - 3) At this point, the City will begin the process of collecting photographs and links to outside information sources identified within the Strategic Brief.
 - 4) Estimated timeline: 2-3 weeks.

1.2 Step Two: Copywriting Phase

- a) Copywriting
 - 1) With the approved Strategic Brief completed, Consultant shall write copy for each of the website pages.
 - 2) Copy shall be provided to the City's Project Manager as a Microsoft Word document.
 - 3) Estimated timeline: 2-3 weeks.
- b) Review copy
 - 1) The City will review the copy, note any changes and return to the Consultant.
 - 2) This review process will continue until both parties have agreed that the copy is fully vetted and approved by the City of Cedar Falls.
 - 3) Estimated timeline: 2-3 weeks.

1.3 Step Three: Design Phase

- a) Design website page concepts
 - 1) With the Strategic Brief and copy fully vetted and approved by the City, Consultant will develop concepts for the website, including home page and interior pages. The total number of pages for the website will be between 14-16 pages.
 - 2) Concepts will be provided to the City's Project Manager as .pdf documents.
 - 3) Estimated timeline: 2-4 weeks.
- b) Review design concepts
 - 1) The City will review the design concepts and provide feedback and recommendations to Consultant.
 - 2) Once a design concept is determined, up to five rounds of revisions will be completed in order to assure that the City is fully satisfied with the final design.
 - 3) Estimate timeline: 2-3 weeks.

1.4 Step Four: Programming and Production

- a) Program web and mobile pages
 - 1) Upon completion and acceptance of the Strategic Brief, copy and design, Consultant shall build all website pages indicated on the approved site map, including all mobile versions.
 - 2) Estimated timeline: 3-6 weeks.
- b) Develop social media pages, review and test beta website
 - 1) The City will test the Beta site, all links and identify anything that needs to be corrected.
 - 2) The site will also be tested on various browsers.
 - 3) Consultant will fully develop all social media pages.
 - 4) Estimated timeline: 1-3 weeks.
- c) Make final website changes and go live.

- 1) Upon final acceptance of any changes and corrections, Consultant will move the approved website to the host server and launch the site.
- 2) Estimated timeline: 1-2 weeks.
- d) Content Management System (WordPress), social media, and Google Analytics training, which may be in the form of a video.
 - 1) Once the website is live for a few days, Consultant will schedule training sessions for City staff.
 - 2) Training will be provided and scheduled by Consultant utilizing Go-To-Meeting.
 - 3) Written training materials, such as manuals and other written documents, to be provided to the City by the Consultant.
 - 4) Estimated timeline: 1-3 weeks after launch.

2.0 Compensation

Consultant shall be compensated according to the following terms, established according to pricing shown below:

Description	Firm Fixed Price
Strategic Brief	\$5,500
Copywriting	\$5,500
Design	\$5,500
Programming	\$5,500
Insurance	\$400
Web Hosting	\$685*
Web Domain	\$65*
Total Firm Fixed Price**	\$23,150

* These are optional services and will be invoiced annually, in advance.

** Pricing is fixed, as long as the scope of work is not changed.

Terms: Development: 50% with signed proposal, 25% with copy approval (mid-project), balance invoiced upon completion. All other items invoiced annually, in advance. Balance invoiced upon completion. All other items invoiced annually, in advance. Invoices due within 45 days of receipt. Initial work will begin upon receipt of the 50% deposit.

3.0 Schedule/Timeline

- 3.1 The schedule for each Step identified in 2.0 is tentative and subject to change.
- 3.2 Some of the steps will overlap.
- 3.3 The project shall be completed by June 1, 2020.

4.0 City’s responsibilities

- 4.1 Supply the Consultant with prior reports on economic development activities as deemed appropriate.
- 4.2 Work with the Consultant to assemble any information needed for the website design.

Attachment B

**Economic Development Website Project
Cedar Falls, Iowa
City Project Number ED-000-3216**

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.

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"

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.

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

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

**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.

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.



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): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: FAX (A/C, No):																					
INSURED Business Name 123 Main Street Anytown, IA 0000	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIG #</th> </tr> <tr> <td>INSURER A :</td> <td colspan="2">Carrier should reflect rating of A-, VIII or better</td> </tr> <tr> <td>INSURER B :</td> <td colspan="2"></td> </tr> <tr> <td>INSURER C :</td> <td colspan="2"></td> </tr> <tr> <td>INSURER D :</td> <td colspan="2"></td> </tr> <tr> <td>INSURER E :</td> <td colspan="2"></td> </tr> <tr> <td>INSURER F :</td> <td colspan="2"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIG #	INSURER A :	Carrier should reflect rating of A-, VIII or better		INSURER B :			INSURER C :			INSURER D :			INSURER E :			INSURER F :		
INSURER(S) AFFORDING COVERAGE		NAIG #																				
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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 I/TR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	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 - COMPOP 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) \$ \$ \$
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? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	<input type="checkbox"/>	<input checked="" type="checkbox"/>	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 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.

Attachment C

**Economic Development Website Project
Cedar Falls, Iowa
City Project Number ED-000-0000**

08/30/17

**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.

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.

Brand Acceleration, Inc.
Project No. _____

Economic Development Website Project
Cedar Falls, Iowa
City Project No. ED-000-3216

ITEM 25.

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.



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 Administration Division

TO: Honorable Mayor Brown and City Council
FROM: Karen Howard, AICP, Planning & Community Services Manager
DATE: October 17, 2019
SUBJECT: Service Agency Contracts (CDBG Funds)

The City of Cedar Falls is committed to obtaining funds every year through federal programs like CDBG, HOME, and Section 8 to help serve the needs of low and moderate income families and individuals living in Cedar Falls. The City may use up to 15% of our CDBG to fund local service agencies. This year, the City received requests for funding from the following agencies. City Staff has reviewed the proposals and is recommending the following funding awards:

- Consumer Credit Counseling: \$2,000
 - Family and Children's Council: \$6,700
 - Salvation Army: \$9,000
 - NE IA Food Bank: \$9,000
 - Visiting Nurses Association: \$4,800
 - Pathways Behavioral Services: \$6,460
- Total: \$37,960**

With these recommended awards, most of the agencies will receive an amount equal to or greater than the funding received last year and the City will expend the maximum amount of funds for agency support as is allowed by CDBG program guidelines, which for FY19-20 is \$37,960.

At their October 8, 2019 meeting, the Housing Commission reviewed the recommended allocation of funds to these agencies and recommends approval.

Before a service agency can be awarded funding, the City must enter into a contract with the agency, which ensures all the required federal eligibility requirements are met. The Department of Community Development recommends that the City Council adopt a resolution approving the FY19-20 Service Agency Contracts, as attached.

Xc: Stephanie Sheetz, Director of Community Development

AGREEMENT FOR PROFESSIONAL SERVICES

PART I - TERMS AND CONDITIONS

This Agreement, made this _____ day of _____, 2019, by and between the City of Cedar Falls, Iowa, hereinafter called the CITY, and **Consumer Credit Counseling Service of Northeastern Iowa**, hereinafter called the AGENCY.

WHEREAS, the City of Cedar of Cedar Falls has received approval from the Secretary of Housing and Urban Development (HUD) of an application for funds under Title I of the Housing and Community Development Act of 1974, as amended, and approval of implementation of activities.

WHEREAS, the City of Cedar Falls has allocated funds as part of the Community Development Block Grant Program, for the purpose of aiding homebound, elderly, disabled, and/or low- and moderate-income citizens, as defined by HUD's Section 8 Income Limits, and handicapped residents.

WHEREAS, a Statement of Work for FY19-20 has been prepared by the AGENCY and has been incorporated into this Agreement as Section 3.

WHEREAS, the AGENCY is comprised of professional staff and will carry out the Statement of Work by providing assistance to eligible Cedar Falls citizens, as defined by HUD's Section 8 Income Limits, herein attached as Exhibit A.

The CITY shall compensate the AGENCY in accordance with the terms and conditions of the Agreement.

1. THE WORKING RELATIONSHIP WITH THE CITY

The AGENCY shall work with and through the Department of Community Development of Cedar Falls, Iowa, for the purpose of performing the services as hereinafter defined.

2. SERVICES TO BE PROVIDED BY THE CITY

- A. The CITY shall furnish to the AGENCY at no cost, available general information and records which pertain to the project.
- B. The CITY shall be responsible for monitoring the AGENCY for HUD compliance and the keeping of the project Community Development Block Grant account.

3. AGENCY STATEMENT OF WORK/SCOPE OF SERVICES

CDBG funds provided through the City of Cedar Falls will be used exclusively to provide services to low-and-moderate income residents of Cedar Falls. The Statement of Work/Scope of Services of the AGENCY for FY19-20 are as follows:

Consumer Credit Counseling Service certified credit counselors will provide housing counseling services through our office and local organizations. Housing education programs will be set up at Cedar Falls financial institutions and agencies in conjunction with company personnel. Additionally, financial counseling/budget education sessions consisting of the counselor and consumer for the purpose of reviewing the financial situation will be held as needed. The counselor will assist the client family in developing a budget and an action plan to assist them in achieving their financial goals. CCCS will follow up with each consumer after the initial counseling session to assist with budget adjustments, questions and support.

4. COMPLETION DATE

The aforementioned services shall be accomplished during the fiscal year beginning July 1, 2019 and ending June 30, 2020. This agreement will be valid upon execution by the CITY and AGENCY.

5. BUDGET

The FY19-20 budget for the AGENCY is herein attached as Exhibit B.

6. AGREEMENT SUM

The AGENCY shall be compensated for the scope of its services under this contract according to the annual appropriation by the CITY not to exceed \$2,000.00 of Community Development Block Grant funds.

7. METHOD OF PAYMENT

The method of payment shall be on a quarterly reimbursable basis. Each quarterly request by the AGENCY for reimbursement shall be supported by a completed "Direct Benefit Activity" form herein attached as Exhibit C, bills, invoices, and/or other appropriate documentation. The AGENCY shall submit requests for payment and maintain adequate source documentation in accordance with the applicable provisions as specified in this Agreement.

8. RECORDS AND REPORTS

A. The AGENCY will maintain a list of all citizens assisted with CDBG funds. Each agency, as a condition of resident participation, shall supply complete information regarding head of household's name, race, ethnicity, address, age, sex, household size, household income and date(s) of service. This information will be made available to the CITY upon request. If the AGENCY is unable to provide the

client's name and address due to the confidential nature of the project, an identifying code number will be substituted for the name and address.

- B. The AGENCY will submit quarterly progress reports providing all information requested on Exhibit C. Quarterly reports will be due on October 25, 2019; January 25, 2020; April 25, 2020; and July 25, 2020 and shall be submitted to:

Karen Howard
City Hall
220 Clay Street
Cedar Falls, Iowa 50613

- C. The AGENCY will submit to the CITY the names and job descriptions for project managers that clearly set out responsibilities for control and compliance.
- D. The AGENCY will maintain all applicable project documentation for a period of three (3) years following completion of this project. This documentation will include but not be limited to: eligibility verification information, intake and application files, job site time sheets, schedules, and work performance logs.

9. MONITORING PROCEDURES

The Cedar Falls Department of Community Development will be responsible for the administration of this Agreement to ascertain whether the AGENCY is complying substantially with the Community Development Block Grant Agreement, regulations and provisions.

- A. On-site monitoring visits may be conducted by the City at City's discretion to verify Agreement compliance.
- B. The CITY will review AGENCY files to determine if adequate information is being maintained to be in compliance with Section 8 of this Agreement. The CITY will provide the AGENCY with a monitoring report outlining any deficiencies in record keeping procedures and any corrective action to be implemented after any on-site monitoring visit.

10. EXTENT OF STATEMENT

This AGREEMENT, composed of Part I, Part II and Exhibits A, B, and C hereby incorporated by this reference, represents the entire and integrated AGREEMENT between the CITY and the AGENCY and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended only by written instrument signed by both CITY and the AGENCY. Said amendments shall be executed following approval by City Council and the Agency's governing board, and both CITY and AGENCY shall retain an original executed copy.

11. DISPOSITION

When original or replacement equipment acquired under a grant or subgrant is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency, disposition of the equipment will be made as follows:

- A. Items of equipment with a current per-unit market value of less than \$500 may be retained, sold or otherwise disposed of with no further obligation to the awarding party.
- B. Items of equipment with a current per unit fair market value in excess of \$500 may be retained or sold and the awarding agency shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the awarding agency's share of the equipment.
- C. In cases where a grantee or subgrantee fails to take appropriate disposition actions, the awarding agency may direct the grantee or subgrantee to take disposition actions.

12. APPLICABLE LAW

This AGREEMENT shall be governed by the laws of the State of Iowa. IN WITNESS WHEREOF they have executed this AGREEMENT, the day and year first above mentioned.

AGENCY:

CITY:

CONSUMER CREDIT COUNSELING
SERVICE OF NORTHEASTERN IOWA

CITY OF CEDAR FALLS, IOWA

BY: _____

BY: _____

ATTEST: _____

ATTEST: _____

DATE: _____

DATE: _____

**AGREEMENT FOR PROFESSIONAL SERVICES
PART II - TERMS AND CONDITIONS**

1. TERMINATION OF CONTRACT FOR CAUSE

If, through any cause, the AGENCY shall fail to fulfill in timely and proper manner their obligations under this contract, or if the AGENCY shall violate any of the covenants, agreements or stipulations of this contract, the CITY shall thereupon have the right to terminate this Contract by given written notice to the AGENCY of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the AGENCY under this Contract shall, at the option of the CITY, become its property and the AGENCY shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the AGENCY shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the Contract by the AGENCY, and the CITY may withhold any payments to the AGENCY for the purpose of set-off until such time as the exact amount of damages due the CITY from the AGENCY is determined.

2. TERMINATION FOR CONVENIENCE OF THE CITY

The CITY may terminate this Contract at any time by giving at least ten (10) days notice in writing to the AGENCY. If the Contract is terminated by the CITY as provided herein, the AGENCY will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the AGENCY, Paragraph 1 hereof relative to termination shall apply.

3. CHANGES

The CITY may, from time to time, request changes in the scope of the services of the AGENCY to be performed hereunder. Such changes, including any increase or decrease in the amount of the AGENCY'S compensation, which are mutually agreed upon by and between the CITY and the AGENCY, shall be incorporated in written amendments to this Contract.

4. PERSONNEL

A. The AGENCY represents that they have, or will hire at their own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.

B. All of the services required hereunder will be performed by the AGENCY or under their supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to

perform such services.

- C. None of the work or services covered by this contract shall be subcontracted without the prior written approval of the CITY. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

5. ASSIGNABILITY

The AGENCY shall not assign any interest on this Contract, and shall not transfer or assign any interest in the same without the prior written consent of the CITY, provided, however, that claims for money by the AGENCY from the CITY under this Contract may be assigned to a bank, trust company or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished to the CITY.

6. REPORTS AND INFORMATION

The AGENCY, at such times and in such forms as the CITY may require, shall furnish the CITY such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

7. RECORDS AND AUDITS

The AGENCY shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the CITY to assure proper accounting for all project funds, both Federal and nonfederal shares. These records will be made available for audit purposes to the CITY or any authorized representative and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by the CITY.

8. FINDINGS CONFIDENTIAL

All of the reports, information, data, etc., prepared or assembled by the AGENCY under this Contract are confidential and the AGENCY agrees that they shall not be made available to any individual or organization without the prior written approval of the CITY.

9. COPYRIGHT

No report, maps or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the AGENCY.

10. COMPLIANCE WITH LOCAL LAWS

The AGENCY shall comply with all applicable laws, ordinances and codes of the

State of Iowa and the City of Cedar Falls, and the AGENCY shall save the CITY harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.

11. EQUAL OPPORTUNITY EMPLOYMENT

During the performance of this Contract, the AGENCY agrees as follows:

- A. The AGENCY will not discriminate against any employee or applicant for employment because of age, race, creed, sex, sexual orientation, gender identity, religion, color, disability, or national origin. The AGENCY will take affirmative action to ensure that applicants are employed, and that employees are treated equally during employment, without regard to their age, race, creed, sex, sexual orientation, gender identity, religion, color, disability, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The AGENCY agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the CITY setting forth the provisions of this non-discrimination clause.
- B. The AGENCY will, in all solicitation or advertisements for employees placed by or on behalf of the AGENCY, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, sex, sexual orientation, gender identity, religion, color, disability or national origin.
- C. The AGENCY will, cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- D. The AGENCY will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- E. The AGENCY will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the CITY'S Department of Community Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the AGENCY'S noncompliance with the noncompliance clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and

the AGENCY may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

- G. The AGENCY will include the provisions of paragraphs 11(1) through 11(7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The AGENCY will take such action with respect to any subcontract or purchase order as the CITY'S Department of Community Development may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the AGENCY becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the CITY'S Department of Community Development, the AGENCY may request the United States to enter into such litigation to protect the interests of the United States.

12. CIVIL RIGHTS ACTS OF 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

13. SECTION 309 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

14. "SECTION 3" COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES

- A. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

- B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135 and all applicable rules and orders of the Department issued thereunder prior the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- C. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- D. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

15. INTEREST OF MEMBERS OF A CITY

No member of the governing body of the City and no other officer, employee, or agent of the CITY who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the AGENCY shall take appropriate steps to assure compliance.

16. INTEREST OF OTHER LOCAL PUBLIC OFFICIALS

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the AGENCY shall take appropriate steps to assure compliance.

17. INTEREST OF AGENCY AND EMPLOYEES

The AGENCY covenants that they presently have no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of their services hereunder. The AGENCY further covenants that in the performance of this Contract, no person having any such interest shall be employed.

CONTRACTOR

SECTION 3 PLAN FORMAT

The AGENCY agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the Waterloo-Cedar Falls SMA.

1. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
2. To attempt to recruit from within the necessary number of lower income residents through: Local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or U.S. Employment Service.
3. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.

- *4. To insert this Section 3 plan in all bid documents, and to require all bidders on subcontractors to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
 - *5. To insure that subcontractors which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas, are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.
 - 6. To formally contact union, subcontractors and trade associations to secure their cooperation for this program.
 - 7. To insure that all appropriate project area business concerns are notified of pending subcontractual opportunities.
 - 8. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- *Loans, grants, contracts and subsidies for less than \$10,000 will be exempt.
- 9. To appoint or recruit an executive official of the company or agency as an Equal Opportunity Officer to coordinate the implementation of the Section 3 plan.
 - 10. To list all projected work force needs for all phases of this project by occupation, trade, skill level, and number of positions.

As officers and representatives of the AGENCY we, the undersigned, have read and fully agree to this Affirmative Action Plan, and become a party to the full implementation of this program.

Agency

Signature

Title

Date

ATTEST:

Signature

Title

Date

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
CERTIFICATION OF AGENCY REGARDING EQUAL EMPLOYMENT
OPPORTUNITY INSTRUCTIONS**

This certification is required pursuant of Executive Order 11246(30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the Equal Opportunity clause; and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the AGENCY has not filed a compliance report due under applicable instructions, such AGENCY shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY AGENCY

NAME AND ADDRESS OF AGENCY: _____

- 1. Agency has participated in a previous contract or subcontract subject to the Equal Opportunity clause.
 Yes ___ No
- 2. Compliance reports were required to be filed in connection with such contract or subcontract.
 Yes ___ No
- 3. Agency has filed all compliance reports due under applicable instructions, including SF-100.
 Yes ___ No
- 4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?
___ Yes No

PRINTED NAME: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

AGREEMENT FOR PROFESSIONAL SERVICES

PART I - TERMS AND CONDITIONS

This Agreement, made this _____ day of _____, 2019, by and between the City of Cedar Falls, Iowa, hereinafter called the CITY, and **Family and Children's Council**, hereinafter called the AGENCY.

WHEREAS, the City of Cedar of Cedar Falls has received approval from the Secretary of Housing and Urban Development (HUD) of an application for funds under Title I of the Housing and Community Development Act of 1974, as amended, and approval of implementation of activities.

WHEREAS, the City of Cedar Falls has allocated funds as part of the Community Development Block Grant Program, for the purpose of aiding homebound, elderly, disabled, and/or low- and moderate-income citizens, as defined by HUD's Section 8 Income Limits, and handicapped residents.

WHEREAS, a Statement of Work for FY19-20 has been prepared by the AGENCY and has been incorporated into this Agreement as Section 3.

WHEREAS, the AGENCY is comprised of professional staff and will carry out the Statement of Work by providing assistance to eligible Cedar Falls citizens, as defined by HUD's Section 8 Income Limits, herein attached as Exhibit A.

The CITY shall compensate the AGENCY in accordance with the terms and conditions of the Agreement.

1. THE WORKING RELATIONSHIP WITH THE CITY

The AGENCY shall work with and through the Department of Community Development of Cedar Falls, Iowa, for the purpose of performing the services as hereinafter defined.

2. SERVICES TO BE PROVIDED BY THE CITY

- A. The CITY shall furnish to the AGENCY at no cost, available general information and records which pertain to the project.
- B. The CITY shall be responsible for monitoring the AGENCY for HUD compliance and the keeping of the project Community Development Block Grant account.

3. AGENCY STATEMENT OF WORK/SCOPE OF SERVICES

CDBG funds provided through the City of Cedar Falls will be used exclusively to provide services to low- and moderate-income residents of Cedar Falls. The Statement of Work/Scope of Services of the AGENCY for FY19-20 are as follows:

Family and Children's Council will provide staff time and mileage for case management and home visits of eligible Cedar Falls residents. Staff time will be reimbursed at the current hourly rate times 2 hours week per family for delivery of services in the home. Staff mileage will also be reimbursed.

4. COMPLETION DATE

The aforementioned services shall be accomplished during the fiscal year beginning July 1, 2019 and ending June 30, 2020. This agreement will be valid upon execution by the CITY and AGENCY.

5. BUDGET

The FY19-20 budget for the AGENCY is herein attached as Exhibit B.

6. AGREEMENT SUM

The AGENCY shall be compensated for the scope of its services under this contract according to the annual appropriation by the CITY not to exceed \$6,700.00 of Community Development Block Grant funds.

7. METHOD OF PAYMENT

The method of payment shall be on a quarterly reimbursable basis. Each quarterly request by the AGENCY for reimbursement shall be supported by a completed "Direct Benefit Activity" form herein attached as Exhibit C, bills, invoices, and/or other appropriate documentation. The AGENCY shall submit requests for payment and maintain adequate source documentation in accordance with the applicable provisions as specified in this Agreement.

8. RECORDS AND REPORTS

A. The AGENCY will maintain a list of all citizens assisted with CDBG funds. Each agency, as a condition of residential participation, shall supply complete information regarding head of household's name, race, ethnicity, address, age, sex, household size, household income and date(s) of service. This information will be made available to the CITY upon request. If the AGENCY is unable to provide the client's name and address due to the confidential nature of the project, an identifying code number will be substituted for the name and address.

- B. The AGENCY will submit quarterly progress reports providing all information requested on Exhibit C. Quarterly reports will be due October 25, 2019; January 25, 2020; April 25, 2020; and July 25, 2020 and shall be submitted to:

Karen Howard
City Hall
220 Clay Street
Cedar Falls, Iowa 50613

- C. The AGENCY will submit to the CITY the names and job descriptions for project managers that clearly set out responsibilities for control and compliance.
- D. The AGENCY will maintain all applicable project documentation for a period of three (3) years following completion of this project. This documentation will include but not be limited to: eligibility verification information, intake and application files, job site time sheets, schedules, and work performance logs.

9. MONITORING PROCEDURES

The Cedar Falls Department of Community Development will be responsible for the administration of this Agreement to ascertain whether the AGENCY is complying substantially with the Community Development Block Grant Agreement, regulations and provisions.

- A. On-site monitoring visits may be conducted by the City at City's discretion to verify Agreement compliance.
- B. The CITY will review AGENCY files to determine if adequate information is being maintained to be in compliance with Section 8 of this Agreement. The CITY will provide the AGENCY with a monitoring report outlining any deficiencies in record keeping procedures and any corrective action to be implemented after any on-site monitoring visit.

10. EXTENT OF STATEMENT

This AGREEMENT, composed of Part I, Part II and Exhibits A, B, and C hereby incorporated by this reference, represents the entire and integrated AGREEMENT between the CITY and the AGENCY and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended only by written instrument signed by both CITY and the AGENCY. Said amendments shall be executed following approval by City Council and the Agency's governing board, and both CITY and AGENCY shall retain an original executed copy.

11. DISPOSITION

When original or replacement equipment acquired under a grant or subgrant is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency, disposition of the equipment will be made as follows:

- A. Items of equipment with a current per-unit market value of less than \$500 may be retained, sold or otherwise disposed of with no further obligation to the awarding party.
- B. Items of equipment with a current per unit fair market value in excess of \$500 may be retained or sold and the awarding agency shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the awarding agency's share of the equipment.
- C. In cases where a grantee or subgrantee fails to take appropriate disposition actions, the awarding agency may direct the grantee or subgrantee to take disposition actions.

12. APPLICABLE LAW

This AGREEMENT shall be governed by the laws of the State of Iowa. IN WITNESS WHEREOF they have executed this AGREEMENT, the day and year first above mentioned.

AGENCY:
FAMILY AND CHILDREN'S COUNCIL

CITY:
CITY OF CEDAR FALLS, IOWA

BY: _____

BY: _____

ATTEST: _____

ATTEST: _____

DATE: _____

DATE: _____

**AGREEMENT FOR PROFESSIONAL SERVICES
PART II - TERMS AND CONDITIONS**

1. TERMINATION OF CONTRACT FOR CAUSE

If, through any cause, the AGENCY shall fail to fulfill in timely and proper manner their obligations under this contract, or if the AGENCY shall violate any of the covenants, agreements or stipulations of this contract, the CITY shall thereupon have the right to terminate this Contract by given written notice to the AGENCY of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the AGENCY under this Contract shall, at the option of the CITY, become its property and the AGENCY shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the AGENCY shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the Contract by the AGENCY, and the CITY may withhold any payments to the AGENCY for the purpose of set-off until such time as the exact amount of damages due the CITY from the AGENCY is determined.

2. TERMINATION FOR CONVENIENCE OF THE CITY

The CITY may terminate this Contract at any time by giving at least ten (10) days notice in writing to the AGENCY. If the Contract is terminated by the CITY as provided herein, the AGENCY will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the AGENCY, Paragraph 1 hereof relative to termination shall apply.

3. CHANGES

The CITY may, from time to time, request changes in the scope of the services of the AGENCY to be performed hereunder. Such changes, including any increase or decrease in the amount of the AGENCY'S compensation, which are mutually agreed upon by and between the CITY and the AGENCY, shall be incorporated in written amendments to this Contract.

4. PERSONNEL

A. The AGENCY represents that they have, or will hire at their own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.

B. All of the services required hereunder will be performed by the AGENCY or under their supervision and all personnel engaged in the work shall be fully

qualified and shall be authorized or permitted under State and local law to perform such services.

- C. None of the work or services covered by this contract shall be subcontracted without the prior written approval of the CITY. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

5. ASSIGNABILITY

The AGENCY shall not assign any interest on this Contract, and shall not transfer or assign any interest in the same without the prior written consent of the CITY, provided, however, that claims for money by the AGENCY from the CITY under this Contract may be assigned to a bank, trust company or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished to the CITY.

6. REPORTS AND INFORMATION

The AGENCY, at such times and in such forms as the CITY may require, shall furnish the CITY such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

7. RECORDS AND AUDITS

The AGENCY shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the CITY to assure proper accounting for all project funds, both Federal and nonfederal shares. These records will be made available for audit purposes to the CITY or any authorized representative and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by the CITY.

8. FINDINGS CONFIDENTIAL

All of the reports, information, data, etc., prepared or assembled by the AGENCY under this Contract are confidential and the AGENCY agrees that they shall not be made available to any individual or organization without the prior written approval of the CITY.

9. COPYRIGHT

No report, maps or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the AGENCY.

10. COMPLIANCE WITH LOCAL LAWS

The AGENCY shall comply with all applicable laws, ordinances and codes of the State of Iowa and the City of Cedar Falls, and the AGENCY shall save the CITY harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.

11. EQUAL OPPORTUNITY EMPLOYMENT

During the performance of this Contract, the AGENCY agrees as follows:

- A. The AGENCY will not discriminate against any employee or applicant for employment because of age, race, creed, sex, sexual orientation, gender identity, religion, color, disability, or national origin. The AGENCY will take affirmative action to ensure that applicants are employed, and that employees are treated equally during employment, without regard to their age, race, creed, gender identity, sex, sexual orientation, religion, color, disability or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The AGENCY agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the CITY setting forth the provisions of this non-discrimination clause.
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- C. The AGENCY will, cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
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- F. In the event of the AGENCY'S noncompliance with the noncompliance clauses of this Agreement or with any of such rules, regulations or orders, this

Agreement may be canceled, terminated or suspended in whole or in part and the AGENCY may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

- G. The AGENCY will include the provisions of paragraphs 11(1) through 11(7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The AGENCY will take such action with respect to any subcontract or purchase order as the CITY'S Department of Community Development may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the AGENCY becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the CITY'S Department of Community Development, the AGENCY may request the United States to enter into such litigation to protect the interests of the United States.

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Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

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- A. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
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- C. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
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15. INTEREST OF MEMBERS OF A CITY

No member of the governing body of the City and no other officer, employee, or agent of the CITY who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the AGENCY shall take appropriate steps to assure compliance.

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CONTRACTOR

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The AGENCY agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the Waterloo-Cedar Falls SMA.

1. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
2. To attempt to recruit from within the necessary number of lower income residents through: Local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or U.S. Employment Service.
3. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.

- *4. To insert this Section 3 plan in all bid documents, and to require all bidders on subcontractors to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
 - *5. To insure that subcontractors which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas, are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.
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 - 7. To insure that all appropriate project area business concerns are notified of pending subcontractual opportunities.
 - 8. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- *Loans, grants, contracts and subsidies for less than \$10,000 will be exempt.
- 9. To appoint or recruit an executive official of the company or agency as an Equal Opportunity Officer to coordinate the implementation of the Section 3 plan.
 - 10. To list all projected work force needs for all phases of this project by occupation, trade, skill level, and number of positions.

As officers and representatives of the AGENCY we, the undersigned, have read and fully agree to this Affirmative Action Plan, and become a party to the full implementation of this program.

Agency

Signature

Title

Date

ATTEST:

Signature

Title

Date

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
CERTIFICATION OF AGENCY REGARDING EQUAL EMPLOYMENT
OPPORTUNITY INSTRUCTIONS**

This certification is required pursuant of Executive Order 11246(30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the Equal Opportunity clause; and if so, whether it has filed all compliance reports due under applicable instructions.

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CERTIFICATION BY AGENCY

NAME AND ADDRESS OF AGENCY: _____

1. Agency has participated in a previous contract or subcontract subject to the Equal Opportunity clause.
 Yes ___ No
2. Compliance reports were required to be filed in connection with such contract or subcontract.
 Yes ___ No
3. Agency has filed all compliance reports due under applicable instructions, including SF-100.
 Yes ___ No
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?
___ Yes No

PRINTED NAME: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

AGREEMENT FOR PROFESSIONAL SERVICES

PART I - TERMS AND CONDITIONS

This Agreement, made this _____ day of _____, 2019, by and between the City of Cedar Falls, Iowa, hereinafter called the CITY, and **Salvation Army**, hereinafter called the AGENCY.

WHEREAS, the City of Cedar of Cedar Falls has received approval from the Secretary of Housing and Urban Development (HUD) of an application for funds under Title I of the Housing and Community Development Act of 1974, as amended, and approval of implementation of activities.

WHEREAS, the City of Cedar Falls has allocated funds as part of the Community Development Block Grant Program, for the purpose of aiding homebound, elderly, disabled, and/or low- and moderate-income citizens, as defined by HUD's Section 8 Income Limits, and handicapped residents.

WHEREAS, a Statement of Work for FY19-20 has been prepared by the AGENCY and has been incorporated into this Agreement as Section 3.

WHEREAS, the AGENCY is comprised of professional staff and will carry out the Statement of Work by providing assistance to eligible Cedar Falls citizens, as defined by HUD's Section 8 Income Limits, herein attached as Exhibit A.

The CITY shall compensate the AGENCY in accordance with the terms and conditions of the Agreement.

1. THE WORKING RELATIONSHIP WITH THE CITY

The AGENCY shall work with and through the Department of Community Development of Cedar Falls, Iowa, for the purpose of performing the services as hereinafter defined.

2. SERVICES TO BE PROVIDED BY THE CITY

- A. The CITY shall furnish to the AGENCY at no cost, available general information and records which pertain to the project.
- B. The CITY shall be responsible for monitoring the AGENCY for HUD compliance and the keeping of the project Community Development Block Grant account.

3. AGENCY STATEMENT OF WORK/SCOPE OF SERVICES

CDBG funds provided through the City of Cedar Falls will be used exclusively to provide services to low- and moderate-income residents of Cedar Falls. The Statement of Work/Scope of Services of the AGENCY for FY19-20 are as follows:

The Salvation Army Women's and Children's Shelter provides a safe, supportive place for abused women and children when they have nowhere else to go. The emergency shelter staff provides supportive services to shelter residents working toward permanent stable housing and employment, as necessary. The expenses funded with CDBG dollars will cover operating costs, shelter rehabilitation and repairs, and/or water bills and staff salaries.

COMPLETION DATE

The aforementioned services shall be accomplished during the fiscal year beginning July 1, 2019 and ending June 30, 2020. This agreement will be valid upon execution by the CITY and AGENCY.

5. BUDGET

The FY19-20 budget for the AGENCY is herein attached as Exhibit B.

6. AGREEMENT SUM

The AGENCY shall be compensated for the scope of its services under this contract according to the annual appropriation by the CITY not to exceed \$9,000.00 of Community Development Block Grant funds.

7. METHOD OF PAYMENT

The method of payment shall be on a quarterly reimbursable basis. Each quarterly request by the AGENCY for reimbursement shall be supported by a completed "Direct Benefit Activity" form herein attached as Exhibit C, bills, invoices, and/or other appropriate documentation. The AGENCY shall submit requests for payment and maintain adequate source documentation in accordance with the applicable provisions as specified in this Agreement.

8. RECORDS AND REPORTS

A. The AGENCY will maintain a list of all citizens assisted with CDBG funds. Each agency, as a condition of resident participation, shall supply complete information regarding head of household's name, race, ethnicity, address, age, sex, household size, household income and date(s) of service. This information will be made available to the CITY upon request. If the AGENCY is unable to provide the client's name and address due to the confidential nature of the project, an

identifying code number will be substituted for the name and address.

- B. The AGENCY will submit quarterly progress reports providing all information requested on Exhibit C. Quarterly reports will be due October 25, 2019; January 25, 2020; April 25, 2020; and July 25, 2020 and shall be submitted to:

Karen Howard
City Hall
220 Clay Street
Cedar Falls, Iowa 50613

- C. The AGENCY will submit to the CITY the names and job descriptions for project managers that clearly set out responsibilities for control and compliance.
- D. The AGENCY will maintain all applicable project documentation for a period of three (3) years following completion of this project. This documentation will include but not be limited to: eligibility verification information, intake and application files, job site time sheets, schedules, and work performance logs.

9. MONITORING PROCEDURES

The Cedar Falls Department of Community Development will be responsible for the administration of this Agreement to ascertain whether the AGENCY is complying substantially with the Community Development Block Grant Agreement, regulations and provisions.

- A. On-site monitoring visits may be conducted by the City at City's discretion to verify Agreement compliance.
- B. The CITY will review AGENCY files to determine if adequate information is being maintained to be in compliance with Section 8 of this Agreement. The CITY will provide the AGENCY with a monitoring report outlining any deficiencies in record keeping procedures and any corrective action to be implemented after any on-site monitoring visit.

10. EXTENT OF STATEMENT

This AGREEMENT, composed of Part I, Part II and Exhibits A, B, and C hereby incorporated by this reference, represents the entire and integrated AGREEMENT between the CITY and the AGENCY and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended only by written instrument signed by both CITY and the AGENCY. Said amendments shall be executed following approval by City Council and the Agency's governing board, and both CITY and AGENCY shall retain an original executed copy.

11. DISPOSITION

When original or replacement equipment acquired under a grant or subgrant is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency, disposition of the equipment will be made as follows:

- A. Items of equipment with a current per-unit market value of less than \$500 may be retained, sold or otherwise disposed of with no further obligation to the awarding party.
- B. Items of equipment with a current per unit fair market value in excess of \$500 may be retained or sold and the awarding agency shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the awarding agency's share of the equipment.
- C. In cases where a grantee or subgrantee fails to take appropriate disposition actions, the awarding agency may direct the grantee or subgrantee to take disposition actions.

12. APPLICABLE LAW

This AGREEMENT shall be governed by the laws of the State of Iowa. IN WITNESS WHEREOF they have executed this AGREEMENT, the day and year first above mentioned.

AGENCY:

CITY:

SALVATION ARMY

CITY OF CEDAR FALLS, IOWA

BY: _____

BY: _____

ATTEST: _____

ATTEST: _____

DATE: _____

DATE: _____

**AGREEMENT FOR PROFESSIONAL SERVICES
PART II - TERMS AND CONDITIONS**

1. TERMINATION OF CONTRACT FOR CAUSE

If, through any cause, the AGENCY shall fail to fulfill in timely and proper manner their obligations under this contract, or if the AGENCY shall violate any of the covenants, agreements or stipulations of this contract, the CITY shall thereupon have the right to terminate this Contract by given written notice to the AGENCY of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the AGENCY under this Contract shall, at the option of the CITY, become its property and the AGENCY shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the AGENCY shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the Contract by the AGENCY, and the CITY may withhold any payments to the AGENCY for the purpose of set-off until such time as the exact amount of damages due the CITY from the AGENCY is determined.

2. TERMINATION FOR CONVENIENCE OF THE CITY

The CITY may terminate this Contract at any time by giving at least ten (10) days notice in writing to the AGENCY. If the Contract is terminated by the CITY as provided herein, the AGENCY will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the AGENCY, Paragraph 1 hereof relative to termination shall apply.

3. CHANGES

The CITY may, from time to time, request changes in the scope of the services of the AGENCY to be performed hereunder. Such changes, including any increase or decrease in the amount of the AGENCY'S compensation, which are mutually agreed upon by and between the CITY and the AGENCY, shall be incorporated in written amendments to this Contract.

4. PERSONNEL

A. The AGENCY represents that they have, or will hire at their own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.

- B. All of the services required hereunder will be performed by the AGENCY or under their supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.
- C. None of the work or services covered by this contract shall be subcontracted without the prior written approval of the CITY. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

5. ASSIGNABILITY

The AGENCY shall not assign any interest on this Contract, and shall not transfer or assign any interest in the same without the prior written consent of the CITY, provided, however, that claims for money by the AGENCY from the CITY under this Contract may be assigned to a bank, trust company or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished to the CITY.

6. REPORTS AND INFORMATION

The AGENCY, at such times and in such forms as the CITY may require, shall furnish the CITY such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

7. RECORDS AND AUDITS

The AGENCY shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the CITY to assure proper accounting for all project funds, both Federal and nonfederal shares. These records will be made available for audit purposes to the CITY or any authorized representative and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by the CITY.

8. FINDINGS CONFIDENTIAL

All of the reports, information, data, etc., prepared or assembled by the AGENCY under this Contract are confidential and the AGENCY agrees that they shall not be made available to any individual or organization without the prior written approval of the CITY.

9. COPYRIGHT

No report, maps or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the AGENCY.

10. COMPLIANCE WITH LOCAL LAWS

The AGENCY shall comply with all applicable laws, ordinances and codes of the State of Iowa and the City of Cedar Falls, and the AGENCY shall save the CITY harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.

11. EQUAL OPPORTUNITY EMPLOYMENT

During the performance of this Contract, the AGENCY agrees as follows:

- A. The AGENCY will not discriminate against any employee or applicant for employment because of age, race, creed, sex, sexual orientation, gender identity, religion, color, disability, or national origin. The AGENCY will take affirmative action to ensure that applicants are employed, and that employees are treated equally during employment, without regard to their age, race, creed, sex, sexual orientation, gender identity, religion, color, disability, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The AGENCY agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the CITY setting forth the provisions of this non-discrimination clause.
- B. The AGENCY will, in all solicitation or advertisements for employees placed by or on behalf of the AGENCY, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, sex, sexual orientation, gender identity, religion, color, disability, or national origin.
- C. The AGENCY will, cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- D. The AGENCY will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

- E. The AGENCY will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the CITY'S Department of Community Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the AGENCY'S noncompliance with the noncompliance clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the AGENCY may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- G. The AGENCY will include the provisions of paragraphs 11(1) through 11(7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The AGENCY will take such action with respect to any subcontract or purchase order as the CITY'S Department of Community Development may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the AGENCY becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the CITY'S Department of Community Development, the AGENCY may request the United States to enter into such litigation to protect the interests of the United States.

12. CIVIL RIGHTS ACTS OF 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

13. SECTION 309 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

14. "SECTION 3" COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES

- A. The work to be performed under this contract is on a project assisted under a

program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

- B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135 and all applicable rules and orders of the Department issued thereunder prior the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- C. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- D. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

15. INTEREST OF MEMBERS OF A CITY

No member of the governing body of the City and no other officer, employee, or agent of the CITY who exercises any functions or responsibilities in connection with the

planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the AGENCY shall take appropriate steps to assure compliance.

16. INTEREST OF OTHER LOCAL PUBLIC OFFICIALS

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the AGENCY shall take appropriate steps to assure compliance.

17. INTEREST OF AGENCY AND EMPLOYEES

The AGENCY covenants that they presently have no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of their services hereunder. The AGENCY further covenants that in the performance of this Contract, no person having any such interest shall be employed.

CONTRACTOR

SECTION 3 PLAN FORMAT

The AGENCY agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the Waterloo-Cedar Falls SMA.

1. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
2. To attempt to recruit from within the necessary number of lower income residents through: Local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or U.S. Employment Service.
3. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- *4. To insert this Section 3 plan in all bid documents, and to require all bidders on subcontractors to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.

- *5. To insure that subcontractors which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas, are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.
- 6. To formally contact union, subcontractors and trade associations to secure their cooperation for this program.
- 7. To insure that all appropriate project area business concerns are notified of pending subcontractual opportunities.
- 8. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.

*Loans, grants, contracts and subsidies for less than \$10,000 will be exempt.

- 9. To appoint or recruit an executive official of the company or agency as an Equal Opportunity Officer to coordinate the implementation of the Section 3 plan.
- 10. To list all projected work force needs for all phases of this project by occupation, trade, skill level, and number of positions.

As officers and representatives of the AGENCY we, the undersigned, have read and fully agree to this Affirmative Action Plan, and become a party to the full implementation of this program.

Agency

Signature

Title

Date

ATTEST:

Signature

Title

Date

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
CERTIFICATION OF AGENCY REGARDING EQUAL EMPLOYMENT
OPPORTUNITY INSTRUCTIONS**

This certification is required pursuant of Executive Order 11246(30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the Equal Opportunity clause; and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the AGENCY has not filed a compliance report due under applicable instructions, such AGENCY shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY AGENCY

NAME AND ADDRESS OF AGENCY: _____

- 1. Agency has participated in a previous contract or subcontract subject to the Equal Opportunity clause.
 Yes ___ No
- 2. Compliance reports were required to be filed in connection with such contract or subcontract.
 Yes ___ No
- 3. Agency has filed all compliance reports due under applicable instructions, including SF-100.
 Yes ___ No
- 4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?
___ Yes No

PRINTED NAME: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

AGREEMENT FOR PROFESSIONAL SERVICES

PART I - TERMS AND CONDITIONS

This Agreement, made this _____ day of _____, 2019, by and between the City of Cedar Falls, Iowa, hereinafter called the CITY, and **Northeast Iowa Food Bank**, hereinafter called the AGENCY.

WHEREAS, the City of Cedar of Cedar Falls has received approval from the Secretary of Housing and Urban Development (HUD) of an application for funds under Title I of the Housing and Community Development Act of 1974, as amended, and approval of implementation of activities.

WHEREAS, the City of Cedar Falls has allocated funds as part of the Community Development Block Grant Program, for the purpose of aiding homebound, elderly, disabled, and/or low- and moderate-income citizens, as defined by HUD's Section 8 Income Limits, and handicapped residents.

WHEREAS, a Statement of Work for FY19-20 has been prepared by the AGENCY and has been incorporated into this Agreement as Section 3.

WHEREAS, the AGENCY is comprised of professional staff and will carry out the Statement of Work by providing assistance to eligible Cedar Falls citizens, as defined by HUD's Section 8 Income Limits, herein attached as Exhibit A.

The CITY shall compensate the AGENCY in accordance with the terms and conditions of the Agreement.

1. THE WORKING RELATIONSHIP WITH THE CITY

The AGENCY shall work with and through the Department of Community Development of Cedar Falls, Iowa, for the purpose of performing the services as hereinafter defined.

2. SERVICES TO BE PROVIDED BY THE CITY

- A. The CITY shall furnish to the AGENCY at no cost, available general information and records which pertain to the project.
- B. The CITY shall be responsible for monitoring the AGENCY for HUD compliance and the keeping of the project Community Development Block Grant account.

3. AGENCY STATEMENT OF WORK/SCOPE OF SERVICES

CDBG funds provided through the City of Cedar Falls will be used exclusively to provide services to low- and moderate-income residents of Cedar Falls. The Statement of Work/Scope of Services of the AGENCY for FY19-20 are as follows:

Northeast Iowa Food Bank will provide staff time to conduct intake assessments and gather and provide food products for eligible Cedar Falls residents. Such staff time will be reimbursed at the current rate per hour, with an average visit time per resident of one quarter of one hour.

4. COMPLETION DATE

The aforementioned services shall be accomplished during the fiscal year beginning July 1, 2019 and ending June 30, 2020. This agreement will be valid upon execution by the CITY and AGENCY.

5. BUDGET

The FY19-20 budget for the AGENCY is herein attached as Exhibit B.

6. AGREEMENT SUM

The AGENCY shall be compensated for the scope of its services under this contract according to the annual appropriation by the CITY not to exceed \$9,000.00 of Community Development Block Grant funds.

7. METHOD OF PAYMENT

The method of payment shall be on a quarterly reimbursable basis. Each quarterly request by the AGENCY for reimbursement shall be supported by a completed "Direct Benefit Activity" form herein attached as Exhibit C, bills, invoices, and/or other appropriate documentation. The AGENCY shall submit requests for payment and maintain adequate source documentation in accordance with the applicable provisions as specified in this Agreement.

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A. The AGENCY will maintain a list of all citizens assisted with CDBG funds. Each agency, as a condition of resident participation, shall supply complete information regarding head of household's name, race, ethnicity, address, age, sex, household size, household income and date(s) of service. This information will be made available to the CITY upon request. If the AGENCY is unable to provide the client's name and address due to the confidential nature of the project, an identifying code number will be substituted for the name and address.

- B. The AGENCY will submit quarterly progress reports providing all information requested on Exhibit C. Quarterly reports will be due October 25, 2019; January 25, 2020; April 25, 2020; and July 25, 2020 and shall be submitted to:

Karen Howard
 City Hall
 220 Clay Street
 Cedar Falls, Iowa 50613

- C. The AGENCY will submit to the CITY the names and job descriptions for project managers that clearly set out responsibilities for control and compliance.
- D. The AGENCY will maintain all applicable project documentation for a period of three (3) years following completion of this project. This documentation will include but not be limited to: eligibility verification information, intake and application files, job site time sheets, schedules, and work performance logs.

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The Cedar Falls Department of Community Development will be responsible for the administration of this Agreement to ascertain whether the AGENCY is complying substantially with the Community Development Block Grant Agreement, regulations and provisions.

- A. On-site monitoring visits may be conducted by the City at City's discretion to verify Agreement compliance.
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When original or replacement equipment acquired under a grant or subgrant is no

longer needed for the original project or program or for other activities currently or previously supported by a Federal agency, disposition of the equipment will be made as follows:

- A. Items of equipment with a current per-unit market value of less than \$500 may be retained, sold or otherwise disposed of with no further obligation to the awarding party.
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- C. In cases where a grantee or subgrantee fails to take appropriate disposition actions, the awarding agency may direct the grantee or subgrantee to take disposition actions.

12. APPLICABLE LAW

This AGREEMENT shall be governed by the laws of the State of Iowa. IN WITNESS WHEREOF they have executed this AGREEMENT, the day and year first above mentioned.

AGENCY:

NORTHEAST IOWA FOOD BANK

CITY:

CITY OF CEDAR FALLS, IOWA

BY: _____

BY: _____

ATTEST: _____

ATTEST: _____

DATE: _____

DATE: _____

**AGREEMENT FOR PROFESSIONAL SERVICES
PART II - TERMS AND CONDITIONS**

1. TERMINATION OF CONTRACT FOR CAUSE

If, through any cause, the AGENCY shall fail to fulfill in timely and proper manner their obligations under this contract, or if the AGENCY shall violate any of the covenants, agreements or stipulations of this contract, the CITY shall thereupon have the right to terminate this Contract by given written notice to the AGENCY of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the AGENCY under this Contract shall, at the option of the CITY, become its property and the AGENCY shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the AGENCY shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the Contract by the AGENCY, and the CITY may withhold any payments to the AGENCY for the purpose of set-off until such time as the exact amount of damages due the CITY from the AGENCY is determined.

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The CITY may, from time to time, request changes in the scope of the services of the AGENCY to be performed hereunder. Such changes, including any increase or decrease in the amount of the AGENCY'S compensation, which are mutually agreed upon by and between the CITY and the AGENCY, shall be incorporated in written amendments to this Contract.

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A. The AGENCY represents that they have, or will hire at their own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.

B. All of the services required hereunder will be performed by the AGENCY or under their supervision and all personnel engaged in the work shall be fully

qualified and shall be authorized or permitted under State and local law to perform such services.

- C. None of the work or services covered by this contract shall be subcontracted without the prior written approval of the CITY. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

5. ASSIGNABILITY

The AGENCY shall not assign any interest on this Contract, and shall not transfer or assign any interest in the same without the prior written consent of the CITY, provided, however, that claims for money by the AGENCY from the CITY under this Contract may be assigned to a bank, trust company or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished to the CITY.

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The AGENCY, at such times and in such forms as the CITY may require, shall furnish the CITY such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

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8. FINDINGS CONFIDENTIAL

All of the reports, information, data, etc., prepared or assembled by the AGENCY under this Contract are confidential and the AGENCY agrees that they shall not be made available to any individual or organization without the prior written approval of the CITY.

9. COPYRIGHT

No report, maps or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the AGENCY.

10. COMPLIANCE WITH LOCAL LAWS

The AGENCY shall comply with all applicable laws, ordinances and codes of the State of Iowa and the City of Cedar Falls, and the AGENCY shall save the CITY harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.

11. EQUAL OPPORTUNITY EMPLOYMENT

During the performance of this Contract, the AGENCY agrees as follows:

- A. The AGENCY will not discriminate against any employee or applicant for employment because of age, race, creed, sex, sexual orientation, gender identity, religion, color, disability, or national origin. The AGENCY will take affirmative action to ensure that applicants are employed, and that employees are treated equally during employment, without regard to their age, race, creed, sex, sexual orientation, gender identity, religion, disability, color, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The AGENCY agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the CITY setting forth the provisions of this non-discrimination clause.
- B. The AGENCY will, in all solicitation or advertisements for employees placed by or on behalf of the AGENCY, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, sex, sexual orientation, gender identity, religion, color, disability, or national origin.
- C. The AGENCY will, cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- D. The AGENCY will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- E. The AGENCY will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the CITY'S Department of Community Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

- F. In the event of the AGENCY'S noncompliance with the noncompliance clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the AGENCY may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- G. The AGENCY will include the provisions of paragraphs 11(1) through 11(7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The AGENCY will take such action with respect to any subcontract or purchase order as the CITY'S Department of Community Development may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the AGENCY becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the CITY'S Department of Community Development, the AGENCY may request the United States to enter into such litigation to protect the interests of the United States.

12. CIVIL RIGHTS ACTS OF 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

13. SECTION 309 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

14. "SECTION 3" COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES

- A. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for

- training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135 and all applicable rules and orders of the Department issued thereunder prior the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
 - C. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
 - D. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
 - E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

15. INTEREST OF MEMBERS OF A CITY

No member of the governing body of the City and no other officer, employee, or agent of the CITY who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the AGENCY shall take appropriate steps to assure compliance.

16. INTEREST OF OTHER LOCAL PUBLIC OFFICIALS

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the AGENCY shall take appropriate steps to assure compliance.

17. INTEREST OF AGENCY AND EMPLOYEES

The AGENCY covenants that they presently have no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of their services hereunder. The AGENCY further covenants that in the performance of this Contract, no person having any such interest shall be employed.

CONTRACTOR

SECTION 3 PLAN FORMAT

The AGENCY agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the Waterloo-Cedar Falls SMA.

1. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
2. To attempt to recruit from within the necessary number of lower income residents through: Local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or U.S. Employment Service.
3. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.

- *4. To insert this Section 3 plan in all bid documents, and to require all bidders on subcontractors to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
 - *5. To insure that subcontractors which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas, are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.
 - 6. To formally contact union, subcontractors and trade associations to secure their cooperation for this program.
 - 7. To insure that all appropriate project area business concerns are notified of pending subcontractual opportunities.
 - 8. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- *Loans, grants, contracts and subsidies for less than \$10,000 will be exempt.
- 9. To appoint or recruit an executive official of the company or agency as an Equal Opportunity Officer to coordinate the implementation of the Section 3 plan.
 - 10. To list all projected work force needs for all phases of this project by occupation, trade, skill level, and number of positions.

As officers and representatives of the AGENCY we, the undersigned, have read and fully agree to this Affirmative Action Plan, and become a party to the full implementation of this program.

Agency

Signature

Title

Date

ATTEST:

Signature

Title

Date

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
CERTIFICATION OF AGENCY REGARDING EQUAL EMPLOYMENT
OPPORTUNITY INSTRUCTIONS**

This certification is required pursuant of Executive Order 11246(30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the Equal Opportunity clause; and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the AGENCY has not filed a compliance report due under applicable instructions, such AGENCY shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY AGENCY

NAME AND ADDRESS OF AGENCY: _____

- 1. Agency has participated in a previous contract or subcontract subject to the Equal Opportunity clause.
 Yes ___ No
- 2. Compliance reports were required to be filed in connection with such contract or subcontract.
 Yes ___ No
- 3. Agency has filed all compliance reports due under applicable instructions, including SF-100.
 Yes ___ No
- 4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?
___ Yes No

PRINTED NAME: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

AGREEMENT FOR PROFESSIONAL SERVICES

PART I - TERMS AND CONDITIONS

This Agreement, made this _____ day of _____, 2019, by and between the City of Cedar Falls, Iowa, hereinafter called the CITY, and **Visiting Nursing Association**, hereinafter called the AGENCY.

WHEREAS, the City of Cedar of Cedar Falls has received approval from the Secretary of Housing and Urban Development (HUD) of an application for funds under Title I of the Housing and Community Development Act of 1974, as amended, and approval of implementation of activities.

WHEREAS, the City of Cedar Falls has allocated funds as part of the Community Development Block Grant Program, for the purpose of aiding homebound, elderly, disabled, and/or low- and moderate-income citizens, as defined by HUD's Section 8 Income Limits, and handicapped residents.

WHEREAS, a Statement of Work for FY19-20 has been prepared by the AGENCY and has been incorporated into this Agreement as Section 3.

WHEREAS, the AGENCY is comprised of professional staff and will carry out the Statement of Work by providing assistance to eligible Cedar Falls citizens, as defined by HUD's Section 8 Income Limits, herein attached as Exhibit A.

The CITY shall compensate the AGENCY in accordance with the terms and conditions of the Agreement.

1. THE WORKING RELATIONSHIP WITH THE CITY

The AGENCY shall work with and through the Department of Community Development of Cedar Falls, Iowa, for the purpose of performing the services as hereinafter defined.

2. SERVICES TO BE PROVIDED BY THE CITY

- A. The CITY shall furnish to the AGENCY at no cost, available general information and records which pertain to the project.
- B. The CITY shall be responsible for monitoring the AGENCY for HUD compliance and the keeping of the project Community Development Block Grant account.

3. AGENCY STATEMENT OF WORK/SCOPE OF SERVICES

CDBG funds provided through the City of Cedar Falls will be used exclusively to provide services to low- and moderate-income residents of Cedar Falls. The Statement of Work/Scope of Services of the AGENCY for FY19-20 are as follows:

Visiting Nursing Association will provide physician ordered skilled nursing services to low/moderate income residents of Cedar Falls in their homes when such services are needed and other service payment resources are not available. VNA will be reimbursed at the current rate per visit.

4. COMPLETION DATE

The aforementioned services shall be accomplished during the fiscal year beginning July 1, 2019 and ending June 30, 2020. This agreement will be valid upon execution by the CITY and AGENCY.

5. BUDGET

The FY19-20 budget for the AGENCY is herein attached as Exhibit B.

6. AGREEMENT SUM

The AGENCY shall be compensated for the scope of its services under this contract according to the annual appropriation by the CITY not to exceed \$4,800.00 of Community Development Block Grant funds.

7. METHOD OF PAYMENT

The method of payment shall be on a quarterly reimbursable basis. Each quarterly request by the AGENCY for reimbursement shall be supported by a completed "Direct Benefit Activity" form herein attached as Exhibit C, bills, invoices, and/or other appropriate documentation. The AGENCY shall submit requests for payment and maintain adequate source documentation in accordance with the applicable provisions as specified in this Agreement.

8. RECORDS AND REPORTS

A. The AGENCY will maintain a list of all citizens assisted with CDBG funds. Each agency, as a condition of resident participation, shall supply complete information regarding head of household's name, race, ethnicity, address, age, sex, household size, household income and date(s) of service. This information will be made available to the CITY upon request. If the AGENCY is unable to provide the client's name and address due to the confidential nature of the project, an

identifying code number will be substituted for the name and address.

- B. The AGENCY will submit quarterly progress reports providing all information requested on Exhibit C. Quarterly reports will be due on October 25, 2019; January 25, 2020; April 25, 2020; and July 25, 2020 and shall be submitted to:

Karen Howard
City Hall
220 Clay Street
Cedar Falls, Iowa 50613

- C. The AGENCY will submit to the CITY the names and job descriptions for project managers that clearly set out responsibilities for control and compliance.
- D. The AGENCY will maintain all applicable project documentation for a period of three (3) years following completion of this project. This documentation will include but not be limited to: eligibility verification information, intake and application files, job site time sheets, schedules, and work performance logs.

9. MONITORING PROCEDURES

The Cedar Falls Department of Community Development will be responsible for the administration of this Agreement to ascertain whether the AGENCY is complying substantially with the Community Development Block Grant Agreement, regulations and provisions.

- A. On-site monitoring visits may be conducted by the City at City's discretion to verify Agreement compliance.
- B. The CITY will review AGENCY files to determine if adequate information is being maintained to be in compliance with Section 8 of this Agreement. The CITY will provide the AGENCY with a monitoring report outlining any deficiencies in record keeping procedures and any corrective action to be implemented after any on-site monitoring visit.

10. EXTENT OF STATEMENT

This AGREEMENT, composed of Part I, Part II and Exhibits A, B, and C hereby incorporated by this reference, represents the entire and integrated AGREEMENT between the CITY and the AGENCY and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended only by written instrument signed by both CITY and the AGENCY. Said amendments shall be executed following approval by City Council and the Agency's governing board, and both CITY and AGENCY shall retain an original executed copy.

11. DISPOSITION

When original or replacement equipment acquired under a grant or subgrant is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency, disposition of the equipment will be made as follows:

- A. Items of equipment with a current per-unit market value of less than \$500 may be retained, sold or otherwise disposed of with no further obligation to the awarding party.
- B. Items of equipment with a current per unit fair market value in excess of \$500 may be retained or sold and the awarding agency shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the awarding agency's share of the equipment.
- C. In cases where a grantee or subgrantee fails to take appropriate disposition actions, the awarding agency may direct the grantee or subgrantee to take disposition actions.

12. APPLICABLE LAW

This AGREEMENT shall be governed by the laws of the State of Iowa. IN WITNESS WHEREOF they have executed this AGREEMENT, the day and year first above mentioned.

AGENCY:
VISITING NURSING ASSOCIATION

CITY:
CITY OF CEDAR FALLS, IOWA

BY: _____

BY: _____

ATTEST: _____

ATTEST: _____

DATE: _____

DATE: _____

**AGREEMENT FOR PROFESSIONAL SERVICES
PART II - TERMS AND CONDITIONS**

1. TERMINATION OF CONTRACT FOR CAUSE

If, through any cause, the AGENCY shall fail to fulfill in timely and proper manner their obligations under this contract, or if the AGENCY shall violate any of the covenants, agreements or stipulations of this contract, the CITY shall thereupon have the right to terminate this Contract by given written notice to the AGENCY of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the AGENCY under this Contract shall, at the option of the CITY, become its property and the AGENCY shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the AGENCY shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the Contract by the AGENCY, and the CITY may withhold any payments to the AGENCY for the purpose of set-off until such time as the exact amount of damages due the CITY from the AGENCY is determined.

2. TERMINATION FOR CONVENIENCE OF THE CITY

The CITY may terminate this Contract at any time by giving at least ten (10) days notice in writing to the AGENCY. If the Contract is terminated by the CITY as provided herein, the AGENCY will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the AGENCY, Paragraph 1 hereof relative to termination shall apply.

3. CHANGES

The CITY may, from time to time, request changes in the scope of the services of the AGENCY to be performed hereunder. Such changes, including any increase or decrease in the amount of the AGENCY'S compensation, which are mutually agreed upon by and between the CITY and the AGENCY, shall be incorporated in written amendments to this Contract.

4. PERSONNEL

A. The AGENCY represents that they have, or will hire at their own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.

- B. All of the services required hereunder will be performed by the AGENCY or under their supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.
- C. None of the work or services covered by this contract shall be subcontracted without the prior written approval of the CITY. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

5. ASSIGNABILITY

The AGENCY shall not assign any interest on this Contract, and shall not transfer or assign any interest in the same without the prior written consent of the CITY, provided, however, that claims for money by the AGENCY from the CITY under this Contract may be assigned to a bank, trust company or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished to the CITY.

6. REPORTS AND INFORMATION

The AGENCY, at such times and in such forms as the CITY may require, shall furnish the CITY such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

7. RECORDS AND AUDITS

The AGENCY shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the CITY to assure proper accounting for all project funds, both Federal and nonfederal shares. These records will be made available for audit purposes to the CITY or any authorized representative and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by the CITY.

8. FINDINGS CONFIDENTIAL

All of the reports, information, data, etc., prepared or assembled by the AGENCY under this Contract are confidential and the AGENCY agrees that they shall not be made available to any individual or organization without the prior written approval of the CITY.

9. COPYRIGHT

No report, maps or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the AGENCY.

10. COMPLIANCE WITH LOCAL LAWS

The AGENCY shall comply with all applicable laws, ordinances and codes of the State of Iowa and the City of Cedar Falls, and the AGENCY shall save the CITY harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.

11. EQUAL OPPORTUNITY EMPLOYMENT

During the performance of this Contract, the AGENCY agrees as follows:

- A. The AGENCY will not discriminate against any employee or applicant for employment because of age, race, creed, sex, sexual orientation, gender identity, religion, color, disability, or national origin. The AGENCY will take affirmative action to ensure that applicants are employed, and that employees are treated equally during employment, without regard to their age, race, creed, sex, sexual orientation, gender identity, religion, color, disability or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The AGENCY agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the CITY setting forth the provisions of this non-discrimination clause.
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- F. In the event of the AGENCY'S noncompliance with the noncompliance clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the AGENCY may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
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 - C. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
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2. To attempt to recruit from within the necessary number of lower income residents through: Local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or U.S. Employment Service.
3. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.

- *4. To insert this Section 3 plan in all bid documents, and to require all bidders on subcontractors to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
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- *Loans, grants, contracts and subsidies for less than \$10,000 will be exempt.
- 9. To appoint or recruit an executive official of the company or agency as an Equal Opportunity Officer to coordinate the implementation of the Section 3 plan.
 - 10. To list all projected work force needs for all phases of this project by occupation, trade, skill level, and number of positions.

As officers and representatives of the AGENCY we, the undersigned, have read and fully agree to this Affirmative Action Plan, and become a party to the full implementation of this program.

Agency

Signature

Title

Date

ATTEST:

Signature

Title

Date

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
CERTIFICATION OF AGENCY REGARDING EQUAL EMPLOYMENT
OPPORTUNITY INSTRUCTIONS**

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CERTIFICATION BY AGENCY

NAME AND ADDRESS OF AGENCY: _____

- 1. Agency has participated in a previous contract or subcontract subject to the Equal Opportunity clause.
 Yes ___ No
- 2. Compliance reports were required to be filed in connection with such contract or subcontract.
 Yes ___ No
- 3. Agency has filed all compliance reports due under applicable instructions, including SF-100.
 Yes ___ No
- 4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?
___ Yes No

PRINTED NAME: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

AGREEMENT FOR PROFESSIONAL SERVICES

PART I - TERMS AND CONDITIONS

This Agreement, made this _____ day of _____, 2019, by and between the City of Cedar Falls, Iowa, hereinafter called the CITY, and **Pathways Behavioral Services**, hereinafter called the AGENCY.

WHEREAS, the City of Cedar of Cedar Falls has received approval from the Secretary of Housing and Urban Development (HUD) of an application for funds under Title I of the Housing and Community Development Act of 1974, as amended, and approval of implementation of activities.

WHEREAS, the City of Cedar Falls has allocated funds as part of the Community Development Block Grant Program, for the purpose of aiding homebound, elderly, disabled, and/or low- and moderate-income citizens, as defined by HUD's Section 8 Income Limits, and handicapped residents.

WHEREAS, a Statement of Work for FY19-20 has been prepared by the AGENCY and has been incorporated into this Agreement as Section 3.

WHEREAS, the AGENCY is comprised of professional staff and will carry out the Statement of Work by providing assistance to eligible Cedar Falls citizens, as defined by HUD's Section 8 Income Limits, herein attached as Exhibit A.

The CITY shall compensate the AGENCY in accordance with the terms and conditions of the Agreement.

1. THE WORKING RELATIONSHIP WITH THE CITY

The AGENCY shall work with and through the Department of Community Development of Cedar Falls, Iowa, for the purpose of performing the services as hereinafter defined.

2. SERVICES TO BE PROVIDED BY THE CITY

- A. The CITY shall furnish to the AGENCY at no cost, available general information and records which pertain to the project.
- B. The CITY shall be responsible for monitoring the AGENCY for HUD compliance and the keeping of the project Community Development Block Grant account.

3. AGENCY STATEMENT OF WORK/SCOPE OF SERVICES

CDBG funds provided through the City of Cedar Falls will be used exclusively to provide services to low- and moderate-income residents of Cedar Falls. The Statement of Work/Scope of Services of the AGENCY for FY19-20 are as follows:

Pathways Behavioral Services will provide residential treatment and shelter for eligible Cedar Falls residents requiring substance abuse treatment. Allowable costs include prorated staff time and operation of the residential treatment center to reflect the portion of clients that are Cedar Falls residents.

4. COMPLETION DATE

The aforementioned services shall be accomplished during the fiscal year beginning July 1, 2019 and ending June 30, 2020. This agreement will be valid upon execution by the CITY and AGENCY.

5. BUDGET

The FY19-20 budget for the AGENCY is herein attached as Exhibit B.

6. AGREEMENT SUM

The AGENCY shall be compensated for the scope of its services under this contract according to the annual appropriation by the CITY not to exceed \$6,460.00 of Community Development Block Grant funds.

7. METHOD OF PAYMENT

The method of payment shall be on a quarterly reimbursable basis. Each quarterly request by the AGENCY for reimbursement shall be supported by a completed "Direct Benefit Activity" form herein attached as Exhibit C, bills, invoices, and/or other appropriate documentation. The AGENCY shall submit requests for payment and maintain adequate source documentation in accordance with the applicable provisions as specified in this Agreement.

8. RECORDS AND REPORTS

A. The AGENCY will maintain a list of all citizens assisted with CDBG funds. Each agency, as a condition of resident participation, shall supply complete information regarding head of household's name, race, ethnicity, address, age, sex, household size, household income and date(s) of service. This information will be made available to the CITY upon request. If the AGENCY is unable to provide the client's name and address due to the confidential nature of the project, an identifying code number will be substituted for the name and address.

B. The AGENCY will submit quarterly progress reports providing all information requested on Exhibit C. Quarterly reports will be due October 25, 2019; January

25, 2020; April 25, 2020; and July 25, 2020 and shall be submitted to:

Karen Howard
City Hall
220 Clay Street
Cedar Falls, Iowa 50613

- C. The AGENCY will submit to the CITY the names and job descriptions for project managers that clearly set out responsibilities for control and compliance.
- D. The AGENCY will maintain all applicable project documentation for a period of three (3) years following completion of this project. This documentation will include but not be limited to: eligibility verification information, intake and application files, job site time sheets, schedules, and work performance logs.

9. MONITORING PROCEDURES

The Cedar Falls Department of Community Development will be responsible for the administration of this Agreement to ascertain whether the AGENCY is complying substantially with the Community Development Block Grant Agreement, regulations and provisions.

- A. On-site monitoring visits may be conducted by the City at City's discretion to verify Agreement compliance.
- B. The CITY will review AGENCY files to determine if adequate information is being maintained to be in compliance with Section 8 of this Agreement. The CITY will provide the AGENCY with a monitoring report outlining any deficiencies in record keeping procedures and any corrective action to be implemented after any on-site monitoring visit.

10. EXTENT OF STATEMENT

This AGREEMENT, composed of Part I, Part II and Exhibits A, B, and C hereby incorporated by this reference, represents the entire and integrated AGREEMENT between the CITY and the AGENCY and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended only by written instrument signed by both CITY and the AGENCY. Said amendments shall be executed following approval by City Council and the Agency's governing board, and both CITY and AGENCY shall retain an original executed copy.

11. DISPOSITION

When original or replacement equipment acquired under a grant or subgrant is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency, disposition of the equipment will be made as follows:

- A. Items of equipment with a current per-unit market value of less than \$500 may be retained, sold or otherwise disposed of with no further obligation to the awarding party.
- B. Items of equipment with a current per unit fair market value in excess of \$500 may be retained or sold and the awarding agency shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the awarding agency's share of the equipment.
- C. In cases where a grantee or subgrantee fails to take appropriate disposition actions, the awarding agency may direct the grantee or subgrantee to take disposition actions.

12. APPLICABLE LAW

This AGREEMENT shall be governed by the laws of the State of Iowa. IN WITNESS WHEREOF they have executed this AGREEMENT, the day and year first above mentioned.

AGENCY:

CITY:

PATHWAYS BEHAVIORAL SERVICES

CITY OF CEDAR FALLS, IOWA

BY: _____

BY: _____

ATTEST: _____

ATTEST: _____

DATE: _____

DATE: _____

**AGREEMENT FOR PROFESSIONAL SERVICES
PART II - TERMS AND CONDITIONS**

1. TERMINATION OF CONTRACT FOR CAUSE

If, through any cause, the AGENCY shall fail to fulfill in timely and proper manner their obligations under this contract, or if the AGENCY shall violate any of the covenants, agreements or stipulations of this contract, the CITY shall thereupon have the right to terminate this Contract by given written notice to the AGENCY of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the AGENCY under this Contract shall, at the option of the CITY, become its property and the AGENCY shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the AGENCY shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the Contract by the AGENCY, and the CITY may withhold any payments to the AGENCY for the purpose of set-off until such time as the exact amount of damages due the CITY from the AGENCY is determined.

2. TERMINATION FOR CONVENIENCE OF THE CITY

The CITY may terminate this Contract at any time by giving at least ten (10) days notice in writing to the AGENCY. If the Contract is terminated by the CITY as provided herein, the AGENCY will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the AGENCY, Paragraph 1 hereof relative to termination shall apply.

3. CHANGES

The CITY may, from time to time, request changes in the scope of the services of the AGENCY to be performed hereunder. Such changes, including any increase or decrease in the amount of the AGENCY'S compensation, which are mutually agreed upon by and between the CITY and the AGENCY, shall be incorporated in written amendments to this Contract.

4. PERSONNEL

A. The AGENCY represents that they have, or will hire at their own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.

- B. All of the services required hereunder will be performed by the AGENCY or under their supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.
- C. None of the work or services covered by this contract shall be subcontracted without the prior written approval of the CITY. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

5. ASSIGNABILITY

The AGENCY shall not assign any interest on this Contract, and shall not transfer or assign any interest in the same without the prior written consent of the CITY, provided, however, that claims for money by the AGENCY from the CITY under this Contract may be assigned to a bank, trust company or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished to the CITY.

6. REPORTS AND INFORMATION

The AGENCY, at such times and in such forms as the CITY may require, shall furnish the CITY such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

7. RECORDS AND AUDITS

The AGENCY shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the CITY to assure proper accounting for all project funds, both Federal and nonfederal shares. These records will be made available for audit purposes to the CITY or any authorized representative and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by the CITY.

8. FINDINGS CONFIDENTIAL

All of the reports, information, data, etc., prepared or assembled by the AGENCY under this Contract are confidential and the AGENCY agrees that they shall not be made available to any individual or organization without the prior written approval of the CITY.

9. COPYRIGHT

No report, maps or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the AGENCY.

10. COMPLIANCE WITH LOCAL LAWS

The AGENCY shall comply with all applicable laws, ordinances and codes of the State of Iowa and the City of Cedar Falls, and the AGENCY shall save the CITY harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.

11. EQUAL OPPORTUNITY EMPLOYMENT

During the performance of this Contract, the AGENCY agrees as follows:

- A. The AGENCY will not discriminate against any employee or applicant for employment because of age, race, creed, sex, sexual orientation, gender identity, religion, color, disability, or national origin. The AGENCY will take affirmative action to ensure that applicants are employed, and that employees are treated equally during employment, without regard to their age, race, creed, sex, sexual orientation, gender identity, color, religion, disability, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The AGENCY agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the CITY setting forth the provisions of this non-discrimination clause.
- B. The AGENCY will, in all solicitation or advertisements for employees placed by or on behalf of the AGENCY, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, sex, sexual orientation, gender identity, religion, color, disability, or national origin.
- C. The AGENCY will, cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- D. The AGENCY will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

- E. The AGENCY will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the CITY'S Department of Community Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the AGENCY'S noncompliance with the noncompliance clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the AGENCY may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- G. The AGENCY will include the provisions of paragraphs 11(1) through 11(7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The AGENCY will take such action with respect to any subcontract or purchase order as the CITY'S Department of Community Development may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the AGENCY becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the CITY'S Department of Community Development, the AGENCY may request the United States to enter into such litigation to protect the interests of the United States.

12. CIVIL RIGHTS ACTS OF 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

13. SECTION 309 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

14. "SECTION 3" COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES

- A. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135 and all applicable rules and orders of the Department issued thereunder prior the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- C. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- D. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

15. INTEREST OF MEMBERS OF A CITY

No member of the governing body of the City and no other officer, employee, or agent of the CITY who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the AGENCY shall take appropriate steps to assure compliance.

16. INTEREST OF OTHER LOCAL PUBLIC OFFICIALS

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the AGENCY shall take appropriate steps to assure compliance.

17. INTEREST OF AGENCY AND EMPLOYEES

The AGENCY covenants that they presently have no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of their services hereunder. The AGENCY further covenants that in the performance of this Contract, no person having any such interest shall be employed.

CONTRACTOR

SECTION 3 PLAN FORMAT

The AGENCY agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the Waterloo-Cedar Falls SMA.

1. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
2. To attempt to recruit from within the necessary number of lower income residents through: Local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or U.S. Employment Service.
3. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.

- *4. To insert this Section 3 plan in all bid documents, and to require all bidders on subcontractors to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
 - *5. To insure that subcontractors which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas, are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.
 - 6. To formally contact union, subcontractors and trade associations to secure their cooperation for this program.
 - 7. To insure that all appropriate project area business concerns are notified of pending subcontractual opportunities.
 - 8. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- *Loans, grants, contracts and subsidies for less than \$10,000 will be exempt.
- 9. To appoint or recruit an executive official of the company or agency as an Equal Opportunity Officer to coordinate the implementation of the Section 3 plan.
 - 10. To list all projected work force needs for all phases of this project by occupation, trade, skill level, and number of positions.

As officers and representatives of the AGENCY we, the undersigned, have read and fully agree to this Affirmative Action Plan, and become a party to the full implementation of this program.

Agency

Signature

Title

Date

ATTEST:

Signature

Title

Date

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
CERTIFICATION OF AGENCY REGARDING EQUAL EMPLOYMENT
OPPORTUNITY INSTRUCTIONS**

This certification is required pursuant of Executive Order 11246(30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the Equal Opportunity clause; and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the AGENCY has not filed a compliance report due under applicable instructions, such AGENCY shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY AGENCY

NAME AND ADDRESS OF AGENCY: _____

- 1. Agency has participated in a previous contract or subcontract subject to the Equal Opportunity clause.
 Yes ___ No
- 2. Compliance reports were required to be filed in connection with such contract or subcontract.
 Yes ___ No
- 3. Agency has filed all compliance reports due under applicable instructions, including SF-100.
 Yes ___ No
- 4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?
___ Yes No

PRINTED NAME: _____

TITLE: _____

SIGNATURE: _____

DATE: _____



DEPARTMENT OF PUBLIC WORKS

ITEM 27.

PUBLIC WORKS & PARKS DIVISION
2200 TECHNOLOGY PARKWAY
CEDAR FALLS, IOWA 50613
319-273-8629
FAX 319-273-8632

MEMORANDUM

TO: Mayor James P. Brown and Cedar Falls City Council
FROM: Chase Schrage, Director, Public Works Department
DATE: October 17, 2019
SUBJECT: Notice of Public Hearing – Big Woods Campground Lease Agreement

In May 2010, the Big Woods Lake Campground was completed and opened for operation. The campground is owned by the City of Cedar Falls but operated by the Black Hawk County Conservation Board (BHCCB). The partnership exists due the expertise that the County has operating other campgrounds in the area. They provide consistent and appropriate control and are able to market this campground with others in the county.

In order to operate the campground efficiently, the BHCCB leased a house from the City in March 2010 at 1501 E. Lake Street, which is at the NW corner of the campground. The house is used to operate the campground and a park ranger resides at that location. The ranger provides assistance to campers in the area, monitors hunting in the deer management zone (to the south and west of the campground) and has law enforcement capabilities and assists the city with that aspect in the Big Woods Lake area.

Iowa Code Chapter 364.7 requires that before any City owned real property may be leased in excess of 3 years, the City must hold a public hearing. The Department of Public Works recommends setting **Monday, November 4, 2019 at 7:00 p.m.** as the date and time for the public hearing on this lease agreement. The new lease would expire December 31, 2029. Please let me know if you have any questions.



DEPARTMENT OF PUBLIC WORKS

City of Cedar Falls
 501 E. 4th Street
 Cedar Falls, Iowa 50613
 Phone: 319-273-8633
 Fax: 319-273-8610
 www.cedarfalls.com

MEMORANDUM

Water Reclamation Division

TO: Honorable Mayor James P. Brown and City Council Members
FROM: Mike Nyman, Manager
 Water Reclamation/Sewer Division
DATE: October 16, 2019
SUBJECT: 2019 Sanitary Sewer Rehabilitation Project
 Project No. WR – 000 – 3214

Submitted within for City Council approval are the Plans, Specifications, and Estimate of Cost and Quantities for the 2019 Sanitary Sewer Rehabilitation Project.

I would recommend setting Monday, November 4, 2019 at 7:00 p.m. as the date and time for the public hearing on this project and Tuesday, November 12, 2019 at 2:00 p.m. as the date and time for receiving and opening bids. I would also request that the Notice to Bidders be published by October 25, 2019. The Plans and Specifications will be ready for distribution to contractors on October 25, 2019 allowing more than two (2) weeks of review before contract letting.

This project involves approximately 9,000 feet of sanitary sewer line rehabilitation. The total estimated cost for the construction of this project is \$285,000. The majority of the project will be funded by the Community Development Block Grant program. Additional funding above the \$250,000 grant provided will be from the sewer rental fund.

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

