



**AGENDA
CITY OF CEDAR FALLS, IOWA
CITY COUNCIL MEETING
TUESDAY, SEPTEMBER 03, 2019
7:00 PM AT CITY HALL**

Call to Order by the Mayor

Roll Call

Approval of Minutes

1. Regular Meeting of August 19, 2019.

Agenda Revisions

Old Business

2. Pass Ordinance #2953, amending Ordinance No. 1923, 2122, 2461, 2696, 2785 and 2923, providing that general property taxes levied and collected each year on all property located within the amended Cedar Falls Unified Highway 58 Corridor Urban Renewal Area, by and for the benefit of the State of Iowa, City of Cedar Falls, County of Black Hawk, Cedar Falls Community School District, Hudson Community School District, Dike-New Hartford Community School District and other taxing districts, be paid to a special fund for payment of principal and interest on loans, monies advanced to and indebtedness, including bonds issued or to be issued, incurred by the City in connection with Amendment No. 5 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area, upon its third & final 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.)

3. Approve the recommendation of the Mayor relative to the appointment of Craig Schwerdtfeger to the Community Center & Senior Services Board, term ending 06/30/2022.
4. Receive and file the Committee of the Whole minutes of August 19, 2019 relative to the following items:
 - a) Cedar River Recreation Enhancement.
 - b) Visitors & Tourism Division Update.
 - c) Cultural Programs Annual Update.
 - d) Bills & Payroll.
5. Receive and file a communication from the Civil Service Commission relative to a certified list for the position of Planner II.
6. Receive and file Departmental Monthly Reports of July 2019.
7. Approve the application of Cypress Lounge, 209 State Street, for a cigarette/tobacco/nicotine/vapor permit.
8. Approve the following applications for beer permits and liquor licenses:
 - a) Sidecar Coffee, 2215 College Street, Special Class C liquor & outdoor service - renewal.
 - b) Hilton Garden Inn, 7213 Nordic Drive, Class B liquor, Class B native wine & outdoor service - renewal.
 - c) Wilbo, 118 Main Street, Class C liquor - renewal.

- d) Great Wall, 2125 College Street, Class E liquor - renewal.
- e) Casey's General Store, 5908 Nordic Drive, Class C beer & Class B wine - change in ownership.
- f) Casey's General Store, 601 Main Street, Class E liquor - change in ownership.
- g) Casey's General Store, 1225 Fountains Way, Class E liquor - change in ownership.
- h) Casey's General Store, 2425 Center Street, Class E liquor - change in ownership.
- i) Casey's General Store, 5226 University Avenue, Class E liquor - change in ownership.
- j) Amvets, 1934 Irving Street, Class A liquor & outdoor service - temporary expansion of outdoor service area. (September 13-15, 2019)

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.)

- [9.](#) Resolution approving and authorizing execution of a Landlord Estoppel, Consent and Agreement between the City, the Board of Trustees of the Municipal Electric Utility, and Cedar Falls Solar Farm, LLC, relative to a Lease Agreement for the use of certain city-owned property located at 800 Viking Road as a solar garden.
- [10.](#) Resolution approving and authorizing execution of a Standard Form of Agreement with Failor Hurley Construction for The Falls Aquatic Center - Pump Building and Dumpster Enclosure Renovation Project.
- [11.](#) Resolution approving and adopting the Cedar Falls Tourism & Visitors Bureau Strategic Plan for 2019-2022.
- [12.](#) Resolution approving and authorizing execution of a Professional Service Agreement with Zimmerman, Laurent & Richardson, Inc., d/b/a ZLR Ignition, for digital advertising.
- [13.](#) Resolution approving and authorizing the expenditure of funds for the purchase of an aerial boom truck.
- [14.](#) Resolution approving and authorizing execution of an agreement with INVISION Architecture, LTD for design services relative to the City Hall Remodel Project.
- [15.](#) Resolution receiving and filing the bids, and approving and accepting the low bid of Vieth Construction Corporation, in the amount of \$224,575.00, for the 2019 Peter Melendy Park Renovation Project.
- [16.](#) Resolution approving and accepting the contract and bond of Vieth Construction Corporation for the 2019 Peter Melendy Park Renovation Project.
- [17.](#) Resolution approving and authorizing execution of a Storm Water Maintenance and Repair Agreement with Owen5, LLC relative to a post-construction stormwater management plan for Lot 16, Northern Cedar Falls Industrial Park Phase I.
- [18.](#) Resolution approving a public improvement, authorizing acquisition of private property for said project, and establishing just compensation, in conjunction with the 2018 Street Construction Project.
- [19.](#) Resolution approving and accepting a Lien Notice and Special Promissory Note for property located at 1931 Iowa Street relative to the Rental to Single Family Owner Conversion Incentive Program.
- [20.](#) Resolution approving and authorizing execution of a Transportation Services Agreement with Metropolitan Transit Authority of Black Hawk County (MET Transit) for downtown shuttle services from September 5, 2019 thru January 18, 2020.
- [21.](#) Resolution approving and authorizing a Memorandum of Agreement for Professional Support for Housing Choice Voucher Program with the Iowa Northland Regional Council of Governments (INRCOG) relative to the City's Section 8 Housing Choice Voucher Program.
- [22.](#) Resolution approving and authorizing execution of a Termination of Real Estate Purchase Agreement with DS Warehouse, LLC relative to Lot 1, West Viking Road Industrial Park, Phase I.

- [23.](#) Resolution supplementing Resolution #21,663, being a resolution approving the voluntary annexation of property to the City of Cedar Falls which lies within two (2) miles of the corporate boundaries of the City of Hudson.
- [24.](#) Resolution setting September 16, 2019 as the date of public hearing on a proposed amendment to the Future Land Use Map by changing the designation from Greenways/Floodplain and Neighborhood Commercial to Low Density Residential for property located in the vicinity of 1700-2000 Union Road.
- [25.](#) Resolution setting September 16, 2019 as the date of public hearing on the proposed rezoning from A-1, Agricultural, to R-1, Residential District, of property located in the vicinity of 1700-2000 Union Road.

Ordinances

- [26.](#) Pass an ordinance amending Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances relative to 48-hour parking on city streets, upon its first consideration.

Allow Bills and Payroll

- 27. Allow Bills and Payroll of September 3, 2019.

City Council Referrals

- [28.](#) Refer to city staff a request to develop a policy which names city streets after the annually-awarded Representative Citizens of Cedar Falls.
- [29.](#) Refer to the Committee of the Whole a request to designate the Public Safety Facility as Cedar Falls Public Safety Center.
- [30.](#) Refer to the Art & Culture Board/Public Art Committee, to work with the Community Development Department to incorporate a plaque in honor of Barbara Brown into the Main Street streetscape design.

City Council Updates

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, AUGUST 19, 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, Kruse, Blanford, Darrah, Wieland, Green. Absent: None.

- 52455 - It was moved by Green and seconded by Miller that the minutes of the Regular Meeting of August 5, 2019 be approved as presented and ordered of record. Motion carried unanimously.

Mayor Brown made a tribute to former Councilmember Barbara Brown. Councilmembers Darrah and Wieland also expressed their appreciation for the work she has done for the community over the years.

- 52456 - Public Safety Services Director Olson provided introductions and Mayor Brown proceeded with the Administration of Oath to new Public Safety Officers Joshua Getz and Morgan Hoeft and Reserve Officers Cory Hines, Adam Spray, Mark Kelley and Adam Aries.
- 52457 - Mayor Brown announced that in accordance with the public notice of August 9, 2019, this was the time and place for a public hearing on the proposed plans, specifications, form of contract & estimate of cost for the 2019 Peter Melendy Park Renovation Project. It was then moved by Blanford and seconded by Miller that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 52458 - The Mayor then asked if there were any written communications filed to the proposed plans, etc. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Civil Engineer Tolan provided a brief explanation of the proposed project and responded to questions by Rosemary Beach, 5018 Sage Road. There being no one else present wishing to speak about the proposed plans, etc., the Mayor declared the hearing closed and passed to the next order of business.
- 52459 - It was moved by Green and seconded by Blanford that Resolution #21,661, approving and adopting the plans, specifications, form of contract & estimate of cost for the 2019 Peter Melendy Park Renovation Project, be adopted. Following a question by Councilmember Darrah and response by Community Development Director Sheetz, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried. The Mayor then declared Resolution #21,661 duly passed and adopted.
- 52460 - It was moved by Wieland and seconded by Miller that Resolution #21,662,

correcting a scrivener's error and amending Resolution #21,590 relative to voluntary annexation of certain real estate, be adopted. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried. The Mayor then declared Resolution #21,662 duly passed and adopted.

- 52461 - Mayor Brown announced that in accordance with the public notice of July 19, 2019, this was the time and place for public hearing applications for voluntary annexation of certain real estate to the City of Cedar Falls. It was then moved by deBuhr and seconded by Blanford that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 52462 - The Mayor then asked if there were any written communications filed to the proposed Capital Improvements Program. Upon being advised that there was one written communication on file, the Mayor then called for oral comments. Economic Development Coordinator Graham provided a brief summary of the proposed annexation. There being no one else present wishing to speak either for or against the proposed annexation, the Mayor declared the hearing closed and passed to the next order of business.
- 52463 - It was moved by deBuhr and seconded by Miller that Resolution #21,663, approving the voluntary annexation of property to the City of Cedar Falls which lies within two (2) miles of the corporate boundaries of the City of Hudson, be adopted. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried. The Mayor then declared Resolution #21,663 duly passed and adopted.
- 52464 - Mayor Brown announced that in accordance with the public notice of August 9, 2019, this was the time and place for a public hearing on the proposed Agreement for Private Development and conveyance of certain city-owned real estate to Strickler Properties, L.C. It was then moved by Green and seconded by Blanford that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 52465 - The Mayor then asked if there were any written communications filed to the proposed Agreement. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Economic Development Coordinator Graham provided a brief explanation of the proposed Agreement. There being no one else present wishing to speak about the proposed Agreement, the Mayor declared the hearing closed and passed to the next order of business.
- 52466 - It was moved by Wieland and seconded by Green that Resolution #21,664, approving and authorizing execution of an Agreement for Private Development and a Minimum Assessment Agreement with Strickler Properties, L.C., and approving and authorizing execution of a Quit Claim Deed conveying title to

certain real estate to Strickler Properties, L.C., be adopted. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried. The Mayor then declared Resolution #21,664 duly passed and adopted.

- 52467 - It was moved by Blanford and seconded by Darrah that Ordinance #2950, granting a partial property tax exemption to ACOH, LLC for construction of an industrial use manufacturing and office facility at 6601 Development Drive, 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, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried.
- 52468 - It was moved by Darrah and seconded by deBuhr that Ordinance #2952, granting a partial property tax exemption to FN Investors, LLC for construction of an industrial use lab and office facility at 3019 Venture Way, 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, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried.
- 52469 - It was moved by Green and seconded by Darrah that Ordinance #2953, amending Ordinance No. 1923, 2122, 2461, 2696, 2785 and 2923, providing that general property taxes levied and collected each year on all property located within the amended Cedar Falls Unified Highway 58 Corridor Urban Renewal Area, by and for the benefit of the State of Iowa, City of Cedar Falls, County of Black Hawk, Cedar Falls Community School District, Hudson Community School District, Dike-New Hartford Community School District and other taxing districts, be paid to a special fund for payment of principal and interest on loans, monies advanced to and indebtedness, including bonds issued or to be issued, incurred by the City in connection with Amendment No. 5 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area, 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, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried.
- 52470 - It was moved by Darrah and seconded by Miller that the following items and recommendations on the Consent Calendar be received, filed and approved:

Approve the recommendation of the Mayor relative to the appointment of Charles Blair-Broeker to the Library Board of Trustees, term ending 06/30/2022.

Receive and file the Committee of the Whole minutes of August 5, 2019 relative to the following items:

- a) Library Board of Trustees Interview - Charles Blair-Broeker.
- b) College Hill Parking Study.
- c) Information Systems Update.

- d) On-street parking of trailers.
- e) Bills & Payroll.

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

Approve the application of Kwik Star, 4515 Coneflower Parkway, for a cigarette/tobacco/nicotine/vapor permit.

Approve the following applications for beer permits and liquor licenses:

- a) Main Street Sweets, 307 Main Street, Class B native wine - renewal.
- b) Amigo, 5809 University Avenue, Class C liquor & outdoor service - renewal.
- c) Buffalo Wild Wings, 6406 University Avenue, Class C liquor & outdoor service - renewal.
- d) The Pump Haus Pub & Grill, 311 Main Street, Class C liquor & outdoor service - renewal.
- e) Whiskey Road Tavern & Grill, 402 Main Street, Class C liquor & outdoor service - renewal.
- f) B & B West, 3105 Hudson Road, Class E liquor - renewal.
- g) The Music Station, 1420 West 1st Street, Class E liquor - renewal.
- h) Wal-Mart, 525 Brandilynn Boulevard, Class E liquor - renewal.
- i) Kwik Star, 4515 Coneflower Parkway, Class C beer & Class B wine - new.
- j) College Hill Partnership (Oktoberfest), Municipal Lot G, Special Class C liquor & outdoor service - 5-day permit.

Motion carried unanimously.

- 52471 - It was moved by Wieland and seconded by Kruse that the following resolutions be introduced and adopted:

Resolution #21,665, approving and adopting revised job classifications for the positions of Community Services Coordinator and Housing Program Specialist in the Community Development Department.

Resolution #21,666, approving and authorizing execution of a Memorandum of Understanding with the City of Waterloo and Black Hawk County relative to the 2019-2020 Edward Byrne Memorial Justice Assistance Grant (JAG) funding for the Tri-County Drug Enforcement Task Force.

Resolution #21,667, approving and authorizing the expenditure of funds for the purchase of a day cab tractor.

Resolution #21,668, approving and accepting five Owner's Temporary Grading Easements, in conjunction with the 12th Street South Ditch Grading Project.

Resolution #21,669, receiving and filing, and approving and accepting the bid of Feldman Concrete, in the amount of \$155,170.41, for the 2019 Sidewalk Assessment Project, Zone 2.

Resolution #21,670, approving and authorizing execution of a Third Amendment

to Maintenance and Repair Agreement and Permanent Easement with Panther Farms, LLC relative to a post-construction stormwater management plan for Prairie Winds 4th Addition.

Resolution #21,671, approving and authorizing execution of a Storm Water Maintenance and Repair Agreement with JC Enterprises, Inc. relative to a post-construction stormwater management plan for 110 Lincoln Street.

Resolution #21,672, approving and authorizing execution of a Storm Water Maintenance and Repair Agreement with Zuidberg NA, LLC relative to a post-construction stormwater management plan for 2700 Capital Way.

Resolution #21,673, approving and authorizing execution of a Contract for Completion of Improvements with Panther Farms, LLC relative to the final plat of Prairie Winds 4th Addition.

Resolution #21,674, approving and accepting the contract and bond of Minturn, Inc. for the 2019 Bridge Maintenance Project.

Resolution #21,675, approving and authorizing execution of Supplemental Agreement No. 4A to the Professional Service Agreement with Clapsaddle Garber Associates, Inc. for construction observation and testing services relative to Prairie Winds 4th Addition.

Resolution #21,676, approving and authorizing execution of Supplemental Agreement No. 6A to the Professional Service Agreement with Clapsaddle Garber Associates, Inc. for construction observation and testing services relative to Sands Addition.

Resolution #21,677, approving the closure of the Housing Choice Voucher (HCV) Program (a/k/a Section 8) Waiting List, as recommended by the Housing Commission.

Resolution #21,678, approving a Central Business District Overlay Zoning District site plan for facade improvements at 100 East 2nd Street.

Resolution #21,679, approving a College Hill Neighborhood Overlay Zoning District site plan for construction of a single-unit residential dwelling at 1809 College Street.

Resolution #21,680, approving the preliminary plat of Pheasant Hollow Seventh Addition.

Resolution #21,681, approving and authorizing execution of an Assignment and Assumption Agreement relative to an Agreement for Private Development and conveyance of development property by Buckeye Corrugated, Inc. to Broadstone BCI Iowa, LLC.

Following due consideration by the Council, the Mayor put the question on the

motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried. The Mayor then declared Resolutions #21,665 through #21,681 duly passed and adopted.

- 52472 - It was moved by Blanford and seconded by deBuhr that Resolution #21,682, approving and authorizing execution of a Parking Lot Lease Agreement with Viking Pump, Inc. relative to use of a parking lot located in the vicinity of East 4th Street and State Street for public parking, be adopted. Following supportive comments by Councilmember Wieland and Community Main Street Director Carol Lilly, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried. The Mayor then declared Resolution #21,682 duly passed and adopted.
- 52473 - It was moved by Darrah and seconded by Wieland that Resolution #21,683, approving and authorizing execution of an Ash Tree Removal Services Informal Project Contract with Twin City Tree Service, LLC, be adopted. Following a question by Councilmember Wieland and response by Public Works Director Schrage, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried. The Mayor then declared Resolution #21,683 duly passed and adopted.
- 52474 - It was moved by Wieland and seconded by deBuhr that Resolution #21,684, approving the final plat of Prairie Winds 4th Addition, be adopted. Following a question by Councilmember deBuhr and response by City Administrator Gaines, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried. The Mayor then declared Resolution #21,684 duly passed and adopted.
- 52475 - It was moved by Green and seconded by Miller that Resolution #21,685, approving and authorizing execution of a Surface Transportation Block Grant (STBG) Programming Agreement with Black Hawk County Metropolitan Planning Organization (MPO) relative to the Main Street Reconstruction Project, be adopted. Following questions by Councilmembers deBuhr and Kruse, and responses by Community Development Director Sheetz and City Administrator Gaines, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried. The Mayor then declared Resolution #21,685 duly passed and adopted.
- 52476 - It was moved by Kruse and seconded by deBuhr that the bills and payroll of August 19, 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, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried.

- 52477 - Mayor Brown announced that the next regularly scheduled City Council meeting will be Tuesday, September 3, 2019 due to the Labor Day holiday.

Mayor Brown recognized the upcoming retirements of Building Official Craig Witry with 24 years of service, and Fire Captain Mike Buhrow with 38 years of service.

Public Safety Services Director Olson announced the graduation of Public Safety Officers Marissa Abbott, Thomas Baltes, Kaleb Bruggeman, Tyler Lenox and Tyler Putney from the Iowa Law Enforcement Academy in Des Moines, IA on August 16, 2019. Public Safety Officer Baltes received the top academic award for highest GPA of the class and Public Safety Officer Abbott was elected and served as class president.

City Administrator Gaines provided a Climate Action Plan update and announced an upcoming meeting to compile an action plan.

Community Development Director Sheetz announced that Cedar Falls was nominated for the Bentley Systems award for the University Avenue Reconstruction Project.

Communication Specialist Huisman recapped the 'National Night Out' event stating that there were over 800 attendants and thanked all of the sponsors and volunteers that made the event possible. Huisman also invited the public to participate in the Recreation Center Survey. The survey link can be found on the City website. Lastly, Huisman announced the 'Place to Play Playground' Grand Opening on August 31, 2019 at 10:00 A.M. and invited the public to attend.

- 52478 - It was moved by Green and seconded by Darrah to adjourn to Executive Session to discuss Legal Matters per Iowa Code Section 21.5(1)(c) to discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation, following Public Forum. Upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried.

- 52479 - Jeff Hansen, 806 Bluff Street, expressed concerns about the condition of the alley in his neighborhood.

Mayor Brown responded to comments and concerns expressed by Ruth Walker, 2208 Coventry Lane, regarding racial disparities in Cedar Falls.

Public Safety Services Director Olson and Councilmember Blanford responded to questions and concerns expressed by Rosemary Beach, 5018 Sage Road, regarding a road condition on 18th/Main Streets and safety on College Hill.

Public Safety Services Director Olson and City Administrator Gaines responded to questions by Councilmembers Green, Kruse and Miller, and concerns

expressed by the following citizens regarding the public safety model for staffing, budget, training/qualifications, self-dispatching and organizational chart:

Sarah Langel, 1312 Windsor Drive
Darren Yoder, 3919 Beaver Ridge Trail
Jessica Wittenburg, 4319 Wynnewood Drive

Kathryn Sogard, College Hill Partnership Director, expressed appreciation for the College Hill parking study and implementing recommendations.

Bob Manning, 2908 West 3rd Street, Executive Officer of Cedar Valley Home Builders, announced the Cedar Valley Parade of Homes event on August 22-24, 2019.

The City Council adjourned to Executive Session at 8:11 P.M.

Mayor Brown reconvened the City Council meeting at 8:41 P.M. and stated that Legal Matters had been discussed but that no further action was required at this time.

52480 - It was moved by Green and seconded by Darrah that the meeting be adjourned at 8:42 P.M. Motion carried unanimously.

Jacqueline Danielsen, MMC, City Clerk

ORDINANCE NO. 2953

AN ORDINANCE AMENDING ORDINANCE NO. 1923, 2122, 2461, 2696, 2785, AND 2923, PROVIDING THAT GENERAL PROPERTY TAXES LEVIED AND COLLECTED EACH YEAR ON ALL PROPERTY LOCATED WITHIN THE AMENDED CEDAR FALLS UNIFIED HIGHWAY 58 CORRIDOR URBAN RENEWAL AREA, IN THE CITY OF CEDAR FALLS, COUNTY OF BLACK HAWK, STATE OF IOWA, BY AND FOR THE BENEFIT OF THE STATE OF IOWA, CITY OF CEDAR FALLS, COUNTY OF BLACK HAWK, CEDAR FALLS COMMUNITY SCHOOL DISTRICT, HUDSON COMMUNITY SCHOOL DISTRICT, DIKE-NEW HARTFORD COMMUNITY SCHOOL DISTRICT, AND OTHER TAXING DISTRICTS, BE PAID TO A SPECIAL FUND FOR PAYMENT OF PRINCIPAL AND INTEREST ON LOANS, MONIES ADVANCED TO AND INDEBTEDNESS, INCLUDING BONDS ISSUED OR TO BE ISSUED, INCURRED BY THE CITY IN CONNECTION WITH THE AMENDED CEDAR FALLS UNIFIED HIGHWAY 58 CORRIDOR URBAN RENEWAL AREA (**AMENDMENT NO. 5 TO THE CEDAR FALLS UNIFIED HIGHWAY 58 CORRIDOR URBAN RENEWAL PLAN**)

WHEREAS, the City Council of the City of Cedar Falls, State of Iowa, has heretofore, in Ordinance No. 1923, 2122, 2461, 2696, 2785, and 2923, provided for the division of taxes within the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area ("Area" or "Urban Renewal Area"), pursuant to Section 403.19 of the Code of Iowa; and

WHEREAS, taxable property now has been added to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area through the adoption of Amendment No. 5 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan; and

WHEREAS, indebtedness has been incurred by the City, and additional indebtedness is anticipated to be incurred in the future, to finance urban renewal project activities within the amended Cedar Falls Unified Highway 58 Corridor Urban Renewal Area, and the continuing needs of redevelopment within the amended Cedar Falls Unified Highway 58 Corridor Urban Renewal Area are such as to require the continued application of the incremental tax resources of the amended Cedar Falls Unified Highway 58 Corridor Urban Renewal Area; and

WHEREAS, the following enactment is necessary to accomplish the objectives described in the premises.

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

Ordinance Number(s) 1923, 2122, 2461, 2696, 2785, and 2923 are hereby amended to read as follows:

Section 1. For purposes of this Ordinance, the following terms shall have the following meanings:

a) Industrial Park Urban Renewal Area means that portion of the City of Cedar Falls, State of Iowa, described in the Urban Renewal Plan for the Cedar Falls Industrial Park Urban Renewal Area approved by Resolution No. 8196 on the 12th day of November, 1990, which Area includes the lots and parcels located within the area legally described as follows:

Beginning at the intersection of the West right-of-way line of the proposed Relocated Highway #58 and the east-west centerline of Section 36 Township 89 North Range 14 West of the 5th Principal Meridian, Cedar Falls, Iowa. Thence Northerly along said West right-of-way line to the South line of Eldorado Heights 3rd Addition to said City of Cedar Falls; thence Westerly along said South line extended to the West line of Section 25 T89N R14W; thence Southerly to the East 1/4 corner of Section 26 T89N R14W; thence Southwesterly to the Southeast corner of Viking Hills 2nd Addition; thence South to the SW corner of the SE 1/4 of the SE 1/4 of Section 26 T89N R14W; thence Easterly on the South line of said section 26 to a point 630 feet West of the Southeast corner of said Section 26; thence Southerly parallel with the east line of Section 35 T89N R14W a distance of 700 feet; thence Easterly parallel with the North line of said Section 35 a distance of 310 feet; thence Southerly to a point 350 feet South and 310 feet West of the Southwest corner of the Industrial Park Plat; thence Easterly to the West line of Section 36; thence Southerly to the West 1/4 corner of said Section 36; thence Easterly to the point of beginning. Except, the creek running along the west boundary and all lands lying west of said creek.

b) Expanded Industrial Park Urban Renewal Area Amendment No. 1 (1995) means that portion of the City of Cedar Falls, State of Iowa, described in the Urban Renewal Plan for the Cedar Falls Expanded Industrial Park Urban Renewal Area Amendment No. 1 (1995) approved by Resolution No. 10,224 on the 13th day of November, 1995, which Area includes the lots and parcels located within the area legally described as follows:

All of Sections 35 and 36, Township 89 North, Range 14 West of the Fifth P.M. and that part of Sections 2 and 3, Township 88 North, Range 14 West of the Fifth P.M. lying North of U.S. Highway No. 20.

And also that part of the West 2 of Section 25, Township 89 North, Range 14 West of the Fifth P.M. lying West of Iowa Highway No. 58.

And also that part of the East 2 of the southeast 1/4 of Section 26, Township 89 North, Range 14 West of the Fifth P.M. described as beginning at the East 1/4 corner of said Section 26; thence Southwest to the Southeast corner of Viking Hills 2nd Addition; thence South to the Southwest corner of the Southeast 1/4 of

the Southeast 1/4 of said Section 26; thence East to the Southeast corner of said Section 26; thence North to the point of beginning.

Except that portion described as follows:

Beginning at the intersection of the West right-of-way line of the proposed Relocated Highway #58 and the east-west centerline of Section 36 Township 89 North Range 14 West of the 5th Principal Meridian, Cedar Falls, Iowa. Thence Northerly along said West right-of-way line to the South line of Eldorado Heights 3rd Addition to said City of Cedar Falls; thence Westerly along said South line extended to the West line of Section 25 T89N R14W; thence Southerly to the East 1/4 corner of Section 26 T89N R14W; thence Southwesterly to the Southeast corner of Viking Hills 2nd Addition; thence South to the SW corner of the SE 1/4 of the SE 1/4 of Section 26 T89N R14W; thence Easterly on the South line of said Section 26 to a point 630 feet West of the Southeast corner of said Section 26; thence Southerly parallel with the east line of Section 35 T89N R14W a distance of 700 feet; thence Easterly parallel with the North line of said Section 35 a distance of 310 feet; thence Southerly to a point 350 feet South and 310 feet West of the Southwest corner of the Industrial Park Plat; thence Easterly to the West line of Section 36; thence Southerly to the West 1/4 corner of said Section 36; thence Easterly to the point of beginning. Except, the creek running along the west boundary and all lands lying west of said creek.

c) Industrial Park Urban Renewal Area Amendment No. 2 (2003) means that portion of the City of Cedar Falls, State of Iowa, described in the Urban Renewal Plan for the Cedar Falls Industrial Park Urban Renewal Area Amendment No. 2 (2003) approved by Resolution No. 13862 on the 17th day of November, 2003, which Area includes the lots and parcels located within the area legally described as follows:

The Northeast Quarter (NE1/4) and the North One-half (N1/2) of the North One-half (N1/2) of the Southeast Quarter (SE1/4) of Section Thirty-four (34), Township Eighty-nine (89) North, Range Fourteen (14) West of the 5th P.M., Black Hawk County, Iowa, except the following described parcels:

Parcel 1: The East Eight Hundred Forty-three (843) feet of the West One Thousand Eighty-three (1,083) feet of the North Five Hundred Fifty (550) feet of the Northeast Quarter (NE1/4) of Section Thirty-four (34), Township Eighty-nine (89) North, Range Fourteen (14) West of the 5th P.M., Black Hawk County, Iowa;

Parcel 2: The West Two Hundred Forty (240) feet of the North Five Hundred Fifty (550) feet of the Northeast Quarter (NE1/4) of Section Thirty-four (34), Township Eighty-nine (89) North, Range Fourteen (14) West of the 5th P.M. Black Hawk County, Iowa; and

Parcel 3: Commencing at the Northeast corner of the said Section 34; thence South 00 degrees 39 minutes 19 seconds East, on the East line of the Northeast Quarter of Section 34, 70.00 feet, to the point of beginning; thence continuing South 00 degrees 39 minutes 19 seconds East on the East line of the Northeast Quarter of said Section 34, 1,888.00 feet; thence South 89 degrees 19 minutes 13 seconds West, 85.00 feet; thence North 00 degrees 39 minutes 19 seconds West, 1,888.00 feet, to the present South right-of-way line of Viking Road; thence North 89 degrees 19 minutes 13 seconds East, on the present South right-of-way line of Viking Road, 85.00 feet, to the point of beginning. The East line of the Northeast Quarter of said Section 34 is assumed to bear South 00 degrees 39 minutes 19 seconds East for the purpose of this description, and

A parcel of land located in the Northeast 1/4 of the Northeast 1/4 and the Southeast 1/4 of the Northeast 1/4 of Section 34, Township 89 North, Range 14 West of the Fifth Principal Meridian, Black Hawk County, Iowa, more particularly described as follows:

Commencing at the Northeast corner of said Section 34; thence South 00°39'19" East on the East line of the Northeast 1/4 of said Section 34 a distance of 70.00 feet to the point of beginning of the parcel herein described; thence continuing South 00°39'19" East on the East line of the Northeast 1/4 of said Section 34 a distance of 1,888.00 feet; thence South 89°19'13" West a distance of 85.00 feet; thence North 00°39'19" West a distance of 1,888.00 feet to the present South right-of-way line of Viking Road; thence North 89°19'13" East on the present South right-of-way line of Viking Road a distance of 85.00 feet to the point of beginning; containing 3.68 acres.

Basis of Bearings: The East line of the Northeast 1/4 of said Section 34 is assumed to bear South 00°39'19" East for the purpose of this description.

A parcel of land located in the Northeast 1/4 of the Northeast 1/4 of Section 34, Township 89 North, Range 14 West of the Fifth Principal Meridian, Black Hawk County, Iowa, more particularly described as follows:

Beginning at the Northeast corner of said Section 34; thence South 00°39'19" East on the East line of the Northeast 1/4 of said Section 34 a distance of 70.00 feet; thence South 89°19'13" West a distance of 85.00 feet; thence North 80°54'49" West a distance of 218.13 feet to the present South right-of-way line of Viking Road; thence North 00°40'47" West a distance of 33.00 feet to the North line of the Northeast 1/4 of said Section 34; thence North 89°19'13" East on the North line of the Northeast 1/4 of said Section 34 a distance of 300.00 feet to the point of beginning; containing 0.39 acre, of which 0.23 acre is within existing road right-of-way.

Basis of Bearings: The East line of the Northeast 1/4 of said Section 34 is assumed to bear South 00°39'19" East for the purpose of this description.

d) Northern Cedar Falls Industrial Park Urban Renewal Area (2009) means that portion of the City of Cedar Falls, State of Iowa, described in the Urban Renewal Plan for the Northern Cedar Falls Industrial Park Urban Renewal Area (2009) approved by Resolution No. 16,631 on the 28th day of September, 2009, which Area includes the lots and parcels located within the area legally described as follows:

That part of Section 6 and Section 7, Township 89 North, Range 13 West and that part of Section 31, Township 90 North, Range 13 West of the Fifth P.M. in the City of Cedar Falls, Black Hawk County, Iowa described as beginning at the Northeast corner of the Southeast Quarter of said Section 31; thence Southerly along the East line of said Southeast Quarter to the Southeast corner of said Southeast Quarter; thence continue Southerly along the East line of said Section 6 to the Southeast corner of said Section 6; thence continue Southerly along the East line of said Section 7 to the South Right-of-way line of Lincoln Street; thence Westerly along said South Right-of-way line to the Easterly Right-of-way line of U.S. Highway 218; thence Northerly along said Easterly Right-of-way line to the Easterly Right-of-way line of U.S. Highway 218; thence Northerly along said Easterly Right-of-way line to the North line of the Southeast Quarter of said Section 31; Thence Easterly along said North line to the point of beginning.

e) Amendment No. 1 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area means that portion of the City of Cedar Falls, State of Iowa, described in Amendment No. 1 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan approved by Resolution No. 18,377 on the 10th day of December, 2012, which Amendment No. 1 Area includes the lots and parcels located within the area legally described as follows:

South of the present North Right-of-way line U.S. Highway 20, described as follows:

All that part of the Northwest fractional 1/4 and the Northeast fractional 1/4 of Section 3, Township 88 North, Range 14 West of the 5th Principal Meridian lying South of the present North Right-of-way line of US Highway 20 and all that part of the Northwest fractional 1/4 and the Northeast fractional 1/4 of Section 2, Township 88 North, Range 14 West of the 5th Principal Meridian lying south of the present North Right-of-way line of US Highway 20, all in the City of Cedar Falls, County of Black Hawk, State of Iowa.

And also,

North of the centerline of Viking Road, described as follows:

A parcel of land situated in part of the Southeast 1/4 of Section 25, Township 89 North, Range 14 West of the 5th Principal Meridian, City of Cedar Falls, County of Black Hawk, State of Iowa, described as follows:

Beginning at the Southeast corner of said Section 25; Thence Northerly on the East line of said Section 25, to the present North Right-of-way line of East Viking

Road; Thence Westerly on the present North Right-of-way line of East Viking Road to the East line of GENCOM Addition, an official plat in the City of Cedar Falls, Iowa; Thence Southerly on said East line and the Southerly prolongation of said East line to the South line of said Section 25; Thence Easterly on said South line to the point of beginning.

And also,

North of the centerline of Viking Road, described as follows:

A parcel of land situated in part of the Southwest 1/4 of the Southeast 1/4 of Section 26, Township 89 North, Range 14 West of the 5th Principal Meridian, City of Cedar Falls, County of Black Hawk, State of Iowa, described as follows:

Beginning at the Southeast corner of the Southwest 1/4 of the Southeast 1/4 of said Section 26; Thence Northerly on the East line of the Southwest 1/4 of the Southeast 1/4 of said Section 26 to the present North Right-of-way line of West Viking Road; Thence Westerly on the present North Right-of-way line of West Viking Road to the present East Right-of-way line of Hudson Road; Thence South on a line that is normal to the South line of said Section 26, Township 89 North, Range 14 West of the 5th P.M., to the South line of said Section 26; Thence Easterly on said South line to the point of Beginning.

And also,

Northeast 1/4 of Section 26, Township 89 North, Range 14 West of the 5th P.M., described as follows:

A parcel of land situated in part of the Northeast 1/4 of Section 26, Township 89 North, Range 14 West of the 5th P.M., City of Cedar Falls, County of Black Hawk, State of Iowa, described as follows:

Beginning at the Southeast Corner of the Northeast 1/4 of said Section 26, Thence Westerly on the South line of the Northeast 1/4 of said Section 26, a distance of 270.00 feet; Thence northerly to the Southeast corner of Greenhill Village Fourth Addition, an official plat in the City of Cedar Falls, Iowa; Thence Northeasterly on the Easterly line of said Greenhill Village Fourth Addition to the Southeasterly corner of Greenhill Village Sixth Addition, an official plat in the City of Cedar Falls, Iowa; Thence Northeasterly on the Easterly line of said Greenhill Village Sixth Addition to the East line of the Northeast 1/4 of said Section 26; Thence Southerly on said East line to the point of beginning.

And also,

From Viking Road to the North line of Sections 25 Township 89 North, Range 14 West of the 5th P.M. (Greenhill Road), described as follows:

A parcel of land situated in part of Section 25, Township 89 North, Range 14 West of the 5th Principal Meridian, City of Cedar Falls, County of Black Hawk, State of Iowa, described as follows:

Commencing at the Southeast corner of said Section 25; Thence westerly on the South line of said Section 25, a distance of 1878.5 feet to the point of beginning of the parcel of land herein described; Thence Northerly on a line that is normal to the South line of said Section 25, to the present North Right-of-way line of East Viking Road; Thence Westerly on the present North Right-of-way line of East Viking Road to the Southwest corner of Blain's Corner, an official plat in the City of Cedar Falls, Iowa (the Southwest of Blain's Corner is on the present North Right-of-way line of East Viking Road); Thence Northerly and Northwesterly and Northerly on the West line of said Blain's Corner to the Northwest corner of said Blain's Corner; Thence Westerly on the Westerly prolongation of the North line of said Blain's Corner and the North line of Cedar Falls Industrial Park Phase III, an official plat in the City of Cedar Falls, Iowa, to the present Easterly Right-of-way line of Iowa Highway 58; Thence Northwesterly and Northerly and Northeasterly on the present Easterly Right-of-way line of Iowa Highway 58, to the present South Right-of-way line of Greenhill Road; Thence Easterly on the present South Right-of-way line of Greenhill Road to the Northwesterly Right-of-way line of the former Chicago, Great Western Railway Company property; Thence Northeasterly on said Northwesterly Right-of-way line to the North line of the Northwest 1/4 of said Section 25, Township 89 North, Range 14 West of the 5th P.M.; Thence Westerly on said North line to the present Westerly Right-of-way line of Iowa Highway 58; Thence Southerly and Southeasterly and Southerly on the present Westerly Right-of-way line of Iowa Highway 58 to the South line of said Section 25; thence Easterly on the South line of said Section 25 to the point of beginning.

And also,

From the North line of Section 25, Township 89 North, Range 14 West of the 5th P.M. (Greenhill Road) to the North line of Section 24, Township 89 North, Range 14 West of the 5th P.M. (University Avenue), described as follows:

Beginning at the intersection of the Northwesterly Right-of-way line of the former Chicago, Great Western Railway Company property and the North line of the Northwest 1/4 of Section 25, Township 89 North, Range 14 West of the 5th P.M.; Thence Westerly on said North line to the Northeast corner of Section 26, Township 89 North, Range 14 West of the 5th P.M.; Thence Westerly on the North line of the Northeast 1/4 of said Section 26 to the Southerly prolongation of the West line of the East 40 acres of the East 1/2 of the Southeast 1/4 of Section 23, Township 89 North, Range 14 West of the 5th P.M.; Thence Northerly on said West line to the present North Right-of-way line of Greenhill Road; Thence Easterly on the present North Right-of-way line of Greenhill Road to the present

Westerly Right-of-way line of Iowa Highway 58; Thence Northeasterly on the present Westerly Right-of-way line of Iowa Highway 58 to the North line of the Northeast 1/4 of Section 24, Township 89 North, Range 14 West of the 5th P.M.; Thence Easterly on said North line to the present Easterly Right-of-way line of Iowa Highway 58; Thence Southwesterly on the present Easterly Right-of-way line of Iowa Highway 58 to the present North Right-of-way line of Greenhill Road; Thence Easterly on the present North Right-of-way line of Greenhill Road to the Northwesterly Right-of-way line of the former Chicago, Great Western Railway Company property; Thence Southwesterly on the Northwesterly Right-of-way line of the former Chicago, Great Western Railway Company property to the point of beginning; all in the City of Cedar Falls, County of Black Hawk, State of Iowa.

And also,

From the North line of Section 24, Township 89 North, Range 14 West of the 5th P.M. (University Avenue) to the Southwesterly Right-of-way line of the Iowa Northern Railway, described as follows:

Beginning at the intersection of the North line of the Northeast 1/4 of Section 24, Township 89 North, Range 14 West of the 5th P.M. and the Southerly prolongation of a line that is 100.00 feet West of and parallel with the West line of Lot 45 in Fairvalley Addition, an official plat in the City of Cedar Falls, Iowa; Thence Northerly on the Southerly prolongation of said parallel line and said parallel line to the present North Right-of-way line of University Avenue; Thence Easterly on the North Right-of-way line of University Avenue to the present Westerly Right-of-way line of Iowa Highway 58; Thence Northerly on the Westerly Right-of-way line of Iowa Highway 58 to the present South Right-of-way line of East Seerley Boulevard; Thence Westerly on the present South Right-of-way line of East Seerley Boulevard to the Northerly prolongation of the West line of Lot 46 in said Fairvalley Addition; Thence Northerly on the Northerly prolongation of the West line of Lot 46 in said Fairvalley Addition to the present North Right-of-way line of East Seerley Boulevard; Thence Westerly on the present North Right-of-way line of East Seerley Boulevard to the present East Right-of-way line of Main Street; Thence Northerly on the present East Right-of-way line of Main Street to the present South Right-of-way line of East 22nd Street; Thence Easterly on the present South Right-of-way line of East 22nd Street and its Easterly prolongation to the present Westerly Right-of-way line of Iowa Highway 58; Thence Northerly on the present Westerly Right-of-way line of Iowa Highway 58 to the East line of Taylor 2nd Addition, an official plat in the City of Cedar Falls, Iowa; Thence Northerly on said East line to the South line of Block 16 in said Taylor 2nd Addition; Thence Westerly on said South line to the East line of the West 1/2 of said Block 16; Thence Northerly on said East line to the present South Right-of-way line of East 17th Street; Thence Westerly on the present South Right-of-way line of East 17th Street to the present East Right-of-way line of State Street; Thence Northerly on the present East Right-of-way line

of State Street to the present South Right-of-way line of East 15th Street; Thence Easterly on the present South Right-of-way line of East 15th Street to the present East Right-of-way line of Bluff Street; Thence Northerly on the present East Right-of-way line of Bluff Street to the present South Right-of-way line of East 14th Court; Thence Easterly on the present South Right-of-way line of East 14th Court to the West line of Behrens' Addition, an official plat in the City of Cedar Falls, Iowa; Thence Southerly on said West line to the South line of said Behrens' Addition; Thence Easterly on the South line of said Behrens' Addition, 34.50 feet to the Southwesterly corner of the parcel of land described in City Lot Deed Book 619, Page 476 and recorded in the Black Hawk County Recorder's Office; Thence Northeasterly on the Northwesterly line of the parcel of land described in City Lot Deed Book 619, Page 476 and recorded in the Black Hawk County Recorder's Office and its Northeasterly prolongation to the present Northeasterly Right-of-way line of Waterloo Road; Thence Northwesterly on the present Northeasterly Right-of-way line of Waterloo Road to the present Southeasterly Right-of-way line of Utility Parkway; Thence Northeasterly on the present Southeasterly Right-of-way line of Utility Parkway to the point of intersection of the present Southeasterly Right-of-way line of Utility Parkway and the Southerly prolongation of the West line of Lot 6 of Block 6 in T. Mullarky's Addition (part vacated), an official plat in the City of Cedar Falls, Iowa; Thence Northerly on the Southerly prolongation of the West line of said Lot 6 to the Southwesterly corner of said Lot 6; Thence Easterly on the South line of said Lot 6 to the Easterly Right-of-way line of the Wisconsin Iowa and Nebraska Railroad Company (later the Chicago, Great Western Railway Company now the Northwestern Transportation Company); Thence Northerly on the Easterly Right-of-way line of the former Wisconsin Iowa and Nebraska Railroad Company (later the Chicago, Great Western Railway Company now the former Northwestern Transportation Company) to the present South Right-of-way line of East 9th Street; Thence Easterly on the present South Right-of-way line of East 9th Street to the present Southwesterly Right-of-way line of the Iowa Northern Railway Company's property; Thence Southeasterly on the present Southwesterly Right-of-way line of the Iowa Northern Railway Company's property to the present Southeasterly Right-of-way line of Iowa Highway 58; Thence Southwesterly on the present Southeasterly Right-of-way line of Iowa Highway 58 to the present North Right-of-way line of Grand Boulevard; Thence Westerly on the present North Right-of-way line of Grand Boulevard to the Northerly prolongation of the present West Right-of-way line of East Street; Thence Southerly on the Northerly prolongation of the present West Right-of-way line of East Street and the West Right-of-way line of East Street to the Southeasterly Right-of-way line of Iowa Highway 58; Thence Southwesterly on the present Southeasterly Right-of-way line of Iowa Highway 58 to the present Northeasterly Right-of-way line of Waterloo Road; Thence continuing Southwesterly on the present Southeasterly Right-of-way line of Iowa Highway 58 to the North line of Lot 534 in Pacific Addition, an official plat in the City of Cedar Falls, Iowa; Thence Westerly on said North line to a point that is 85.00 feet Easterly of the Northwest corner of said Lot 534; Thence Southerly to a point that is on the North line of Lot 2 in Block 2 of Bixby's

Subdivision, an official plat in the City of Cedar Falls, Iowa, and 85.53 feet (85.00 feet record) Easterly of the Northwest corner of said Lot 2; Thence Easterly on the North line of Lots 2 and 1 in said Block 2 of Bixby's Subdivision to the present Southwesterly Right-of-way line of Waterloo Road; Thence Southeasterly on the present Southwesterly Right-of-way line of Waterloo Road to the present West Right-of-way line of East Street; Thence Southerly on the present West Right-of-way line of East Street to the present Northerly Right-of-way line of 18th Street; Thence continuing Southerly on the present West Right-of-way line of East Street to the present South Right-of-way line of East 19th Street; Thence Westerly on the present South Right-of-way line of East 19th Street to a line that is 12.50 feet West of and parallel with the East line of Lots 550, 551, 552 and 553 of said Pacific Addition; Thence Southerly on said parallel line to the South line of the North 58.00 feet of Lot 551 of said Pacific Addition; Thence Westerly on said South line to the East line of Lot 526 of said Pacific Addition; Thence Southerly on the East line of Lots 526 and 525 to the South line of said Pacific Addition, also being the North line of the Southeast 1/4 of Section 13, Township 89 North, Range 14 West of the 5th P.M.; Thence Westerly on the South line of said Pacific Addition and the North line of Southeast 1/4 of said Section 13 and the North line of Galloway Addition, an official plat in the City of Cedar Falls, Iowa, to the present Easterly Right-of-way line of Iowa Highway 58; Thence Southerly on the Easterly Right-of-way line of Iowa Highway 58 to the Westerly line of Lot 4 of said Fairvalley Addition; Thence continuing Southerly on the present Easterly Right-of-way line of Iowa Highway 58, also being the Westerly line of Lot 4 of said Fairvalley Addition, to the present North Right-of-way line of Seerley Boulevard; Thence Southerly to the Northeast corner of Lot 41 of said Fairvalley Addition, being on the present South Right-of-way line of Seerley Boulevard; Thence Westerly, 44.45 feet on the present South Right-of-way line of Seerley Boulevard, also being the North line of Lot 41 of said Fairvalley Addition to the present Easterly Right-of-way line of Iowa Highway 58; Thence Southerly on the present Easterly Right-of-way line of Iowa Highway 58 to the North line of the Northeast 1/4 of Section 24, Township 89 North, Range 14 West of the 5th P.M.; Thence Westerly on said North line to the point of beginning; all in the City of Cedar Falls, County of Black Hawk, State of Iowa.

And also,

From the Iowa Northern Railway in Section 18, Township 89 North, Range 13 West of the 5th P.M. to Lincoln Street, described as follows:

Beginning at the intersection of the present Southwesterly Right-of-way line of the Iowa Northern Railway Company's property in the Northwest 1/4 of Section 18, Township 89 North, Range 13 West of the 5th P.M. and the present Northwesterly Right-of-way line of Iowa Highway 58; Thence Northeasterly and Northwesterly and Northeasterly on the present Northwesterly Right-of-way line of Iowa Highway 58 and the present Northwesterly Right-of-way line of U.S. Highway 218 to the present North Right-of-way line of Lincoln Street; Thence

Easterly on the present North Right-of-way line of Lincoln Street to the Easterly Right-of-way line of U.S. Highway 218; Thence South on the present Right-of-way line of U.S. Highway 218 to the present South Right-of-way line of Lincoln Street, also being the Northwest corner of Maplewood Addition, an official plat in the City of Cedar Falls, Iowa; Thence Southerly on the West line of said Maplewood Addition and its Southerly prolongation to the South line of the Northwest 1/4 of the Northeast 1/4 of Section 7, Township 89 North, Range 13 West; Thence Easterly on said South line to the present Easterly Right-of-way line of U.S. Highway 218; Thence Southeasterly on the present Easterly Right-of-way line of U.S. Highway 218 to the present Easterly city limits of the City of Cedar Falls, Iowa; Thence Southerly on the present Easterly city limits of the City of Cedar Falls, Iowa, to the present South Right-of-way line of U.S. Highway 218; Thence Southwesterly on present South Right-of-way line of U.S. Highway 218 and the present Southeasterly Right-of-way line of Iowa Highway 58, also being the present Easterly city limits of the City of Cedar Falls, Iowa, to the center of the Cedar River; Thence Southwesterly on the present Southeasterly Right-of-way line of Iowa Highway 58 to the present Southwesterly Right-of-way line of the Iowa Northern Railway Company's property in the Northwest 1/4 of Section 18, Township 89 North, Range 13 West of the 5th P.M. Thence Northwesterly on the present Southwesterly Right-of-way line of the Iowa Northern Railway Company's property in the Northwest 1/4 of Section 18, Township 89 North, Range 13 West of the 5th P.M. to the point of beginning, all in the City of Cedar Falls, County of Black Hawk, State of Iowa.

f) Amendment No. 2 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area did not add or remove land.

g) Amendment No. 3 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area did not add or remove land.

h) Amendment No. 4 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area means that portion of the City of Cedar Falls, State of Iowa, described in Amendment No. 4 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan approved by Resolution No. 21,079 on the 7th day of May, 2018, which Amendment No. 4 Area removed the lots and parcels located within the area legally described as follows:

That part of Section 35, Township 89 North, Range 14 West of the 5th Principal Meridian, described as follows:

Commencing at the Northwest corner of said Section 35;

thence along the West line of said Section 35 South to the Southerly right of way line of Viking Road, being the Point of Beginning;

thence along said Southerly right of way to the Northwest corner of Parcel D described in Plat of Survey recorded in File 2018-00009903 in the Office of the Black Hawk County Recorder;

thence along the Westerly line of said Parcel D South to the South line of the North 700 feet of said Section 35;

thence along said Westerly line of said Parcel D and along said South line of the North 700 feet East to the West line of the East 320 feet of the Northwest Quarter of the Northwest Quarter of said Section 35;

thence along the Westerly line of said Parcel D and along said West line of the East 320 feet of the Northwest Quarter of the Northwest Quarter South to the Northwest corner of Cedar Falls Industrial Park Phase 9;

thence along the West line of said Cedar Falls Industrial Park Phase 9 South to the Northwest corner of Cedar Falls Industrial Park Phase 13;

thence along the West line of said Cedar Falls Industrial Park Phase 13 South to the Northwest corner of Lot 4 in Cedar Falls Technology Park Phase 1;

thence along the West line of said Lot 4 South to the Northerly right of way line of Technology Parkway;

thence along said Northerly right of way line Westerly to the West line of said Section 35;

thence along said West line North to the Point of Beginning;

and also,

That part of Section 36, Township 89 North, Range 14 West of the 5th Principal Meridian and that part of Section 2, Township 88 North, Range 14 West of the 5th Principal Meridian, described as follows:

Commencing at the Northeast corner of said Section 36;

thence along the East line of said Section 36 South to the Northerly right of way line of Viking Road, being the Point of Beginning;

thence along the East line of said Section 36 South to the Southeast corner of said Section 36;

thence along the South line of said Section 36 West to the Northeast corner of said Section 2;

thence along the East line of said Section 2 South to the Northerly right of way line of U.S. Highway 20;

thence along said Northerly right of way line Westerly to the Easterly right of way line of Iowa Highway 58;

thence along said Easterly right of way line Northerly to the Southerly right of way line of Ridgeway Avenue;

thence Northerly to the Southwest corner of Parcel No. 1 as described in Land Deed Book 563 Page 674 in the Office of the Black Hawk County Recorder, point being on the Southerly right of way line of Ridgeway Avenue;

thence along the Westerly line of said Parcel No. 1 Northerly to the Southeast corner of Parcel No. 3 as described in in Land Deed Book 559 Page 446 in the Office of the Black Hawk County Recorder;

thence along the Easterly line of said Parcel No. 3 Northerly to the Southeasterly corner of Tract B as described in Land Deed Book 558 Page 715 in the Office of the Black Hawk County Recorder;

thence along the Easterly line of said Parcel B Northerly to the South line of Tract A as described in said Land Deed Book 558 Page 715;

thence along said South line East to the Southeast corner of said Tract A;

thence along the East line of said Tract A North to the Southeast corner of a parcel of land described in Land Deed Book 559 Page 532 in the Office of the Black Hawk County Recorder;

thence along the Easterly line of said parcel of land described in Land Deed Book 559 Page 532 Northerly to the Southwest corner of East Viking Plaza Addition;

thence along the Westerly line of said East Viking Plaza Addition Northerly to the Southwesterly corner of Tract B in said East Viking Plaza Addition;

thence along the Southeasterly line of said Tract B Northeasterly to the Northeasterly corner of said Tract B, being on the Southerly right of way line of Viking Road;

thence along said Southerly right of way line Easterly to the Point of Beginning;

and also,

South of the present North right-of-way line U.S. Highway 20, described as follows:

All that part of the Northwest fractional $\frac{1}{4}$ and the Northeast fractional $\frac{1}{4}$ of Section 3, Township 88 North, Range 14 West of the 5th Principal Meridian lying South of the present North Right-of-way line of US Highway 20 and all that part of the Northwest fractional $\frac{1}{4}$ and the Northeast fractional $\frac{1}{4}$ of Section 2, Township 88 North, Range 14 West of the 5th Principal Meridian lying south of the present North Right-of-way line of US Highway 20, all in the City of Cedar Falls, County of Black Hawk, State of Iowa;

and also,

That part of Section Nos. 35 and 36, lying in Township 89 North, Range 14 West of the 5th Principal Meridian and that part of Section No. 2 and 3, Township 88 North, Range 14 West of the 5th Principal Meridian, described as follows:

Commencing at the Northwest corner of said Section 35;

thence along the West line of said Section 35 South to the Northerly right of way line of Technology Parkway, being the Point of Beginning;

thence along said Northerly right of way line Easterly to the Northerly extension of the Westerly line of Lot 20 in Cedar Falls Technology Park Phase 2;

thence along said extension Southwesterly to the Northwesterly corner of said Lot 20;

thence along the Westerly line of said Lot 20 Southwesterly to the South line of said Cedar Falls Technology Park Phase 2;

thence along the South line of said Cedar Falls Technology Park Phase 2 East to the Southeasterly corner of Lot 19 in said Cedar Falls Technology Park Phase 2;

thence along the Easterly line of said Lot 19 Northwesterly to Southerly right of way line of said Technology Parkway;

thence along said Southerly right of way line Easterly to the Easterly right of way line of Waterway Avenue;
 thence along said Easterly right of way line Southeasterly to the South line of said Cedar Falls Technology Park Phase 2;
 thence along said South line East to the Northwest corner of Tract B in Ridgeway Park Addition, point also being the Northwest right of way corner of Commerce Drive;
 thence along the Northerly right of way line of said Commerce Drive East to the Northerly extension of the East line of said Ridgeway Park Addition;
 thence along said Northerly extension South to the Northeast corner of said Ridgeway Park Addition;
 thence along the East line of said Ridgeway Park Addition South to the Northerly right of way line of Ridgeway Avenue;
 thence along said Northerly right of way line Easterly to the Easterly right of way line of Iowa Highway 58;
 thence along said Easterly right of way line Southerly to the Northerly right of way line of U.S. Highway 20;
 thence along said Northerly right of way line Westerly to the West line of said Section 3;
 thence along said West line North to the Northwest corner of said Section 3;
 thence along the North line of said Section 3 East to the Southwest corner of said Section 35;
 thence along the West line of said Section 35 to the Point of Beginning.

i) Amendment No. 5 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area means that portion of the City of Cedar Falls, State of Iowa, described in Amendment No. 5 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan approved by Resolution No. 21,368 on the 17th day of December, 2018, which Amendment No. 5 Area includes the lots and parcels located within the area legally described as follows:

Viking Road ROW (North side):

The South thirty-three (33) feet of Section twenty-seven (27), Township eighty-nine (89) North, Range fourteen (14) West, except that part of Viking Road right of way contained within the city limits of Cedar Falls lying in the Southeast Quarter (SE1/4) of said Section twenty-seven (27);

And also,

S Union Road ROW (West side):

The East thirty-three (33) feet of the North three-quarters (3/4) of Section thirty-three (33), Township eighty-nine (89) North, Range fourteen (14) West, and the South thirty-three (33) feet of the East thirty-three (33) feet of Section twenty-eight (28), Township eighty-nine (89) North, Range fourteen (14) West, except the South thirty-three (33) feet of the East three hundred and twenty-eight and ninety-two hundredths (328.92) feet;

And also,

The Northwest Quarter (NW1/4) of Section thirty-four (34), Township eighty-nine (89) North, Range fourteen (14) West;

And also,

The Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4) of Section thirty-four (34), Township eighty-nine (89) North, Range fourteen (14) West, except West Viking Road Industrial Park Phases 1 & 2;

And also,

The North one-half (N1/2) of the Southwest Quarter (SW1/4) of Section thirty-four (34), Township eighty-nine (89) North, Range fourteen (14) West.

j) Amended Area means that portion of the City of Cedar Falls, State of Iowa, included within the Industrial Park Urban Renewal Area, the Expanded Industrial Park Urban Renewal Area Amendment No. 1 (1995), the Industrial Park Urban Renewal Area Amendment No. 2 (2003), the Northern Cedar Falls Industrial Park Urban Renewal Area (2009), the Amendment No. 1 to Cedar Falls Unified Highway 58 Corridor Urban Renewal Area, and the Amendment No. 5 to Cedar Falls Unified Highway 58 Corridor Urban Renewal Area, except the portions removed by Amendment No. 4 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area, which Amended Area includes the lots and parcels located within the area legally described in Subsections (a)-(i).

Section 2. The taxes levied on the taxable property in the Amended Area, legally described in Section 1 hereof, by and for the benefit of the State of Iowa, County of Black Hawk, Iowa, Cedar Falls Community School District, Hudson Community School District, Dike-New Hartford Community School District, and all other taxing districts from and after the effective date of this Ordinance shall be divided as hereinafter in this Ordinance provided.

Section 3. As to the Industrial Park Urban Renewal Area, that portion of the taxes which would be produced by the rate at which the tax is levied each year by or for each of the taxing districts taxing property in such Area upon the total sum of the assessed value of the taxable property in such Area as shown on the assessment roll as of January 1, 1989, being January 1 of the calendar year preceding the effective date of Ordinance No. 1923, shall be allocated to and when collected be paid into the fund for the respective taxing district as taxes by or for the taxing district into which all other property taxes are paid. The taxes so determined shall be referred herein as the "base period taxes" for such area.

As to Expanded Industrial Park Urban Renewal Area (1995) Amendment No. 1 Area, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 1994, being the first day of the calendar year preceding the effective date of Ordinance No. 2122, minus the total assessed value shown on the assessment

role as of January 1, 1994 for the taxable property removed from the area by Amendment No. 4 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area.

As to Cedar Falls Industrial Park Urban Renewal Area (2003) Amendment No. 2 Area, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2002, being the assessment roll applicable to property in such area as of January 1 of the calendar year preceding the effective date of Ordinance No. 2461.

As to the Northern Cedar Falls Industrial Park Urban Renewal Area (2009), that portion of the taxes which would be produced by the rate at which the tax is levied each year by or for each of the taxing districts upon the total sum of the assessed value of the taxable property in such Area, as shown on the assessment roll as of January 1, 2009, such date being January 1 of the calendar year preceding the first calendar year in which the City of Cedar Falls, State of Iowa, certified to the Auditor of Black Hawk County, Iowa the amount of loans, advances, indebtedness, or bonds payable from the division of property tax revenue for such Area.

As to Amendment No. 1 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area, base period taxes shall be computed using the total assessed value shown on the assessment roll as of January 1, 2012, being the assessed value applied to property in such area as of January 1 of the calendar year preceding the effective date of Ordinance No. 2785.

As to Amendment No. 5 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area, base period taxes shall be computed using the total assessed value shown on the assessment roll as of January 1, 2018, being the assessed value applied to property in such area as of January 1 of the calendar year preceding the effective date of this Ordinance.

Section 4. That portion of the taxes each year in excess of the base period taxes for the Amended Area, determined for each sub-area thereof as provided in Section 3 of this Ordinance, shall be allocated to and when collected be paid into the special tax increment fund previously established by the City of Cedar Falls, State of Iowa, to pay the principal of and interest on loans, monies advanced to, or indebtedness, whether funded, refunded, assumed or otherwise, including bonds issued under authority of Section 403.9 or Section 403.12 of the Code of Iowa, incurred by the City of Cedar Falls, State of Iowa, to finance or refinance, in whole or in part, urban renewal projects undertaken within the Amended Area pursuant to the Urban Renewal Plan, as amended, except that (i) taxes for the regular and voter-approved physical plant and equipment levy of a school district imposed pursuant to Iowa Code Section 298.2 and taxes for the instructional support program of a school district imposed pursuant to Iowa Code Section 257.19 (but in each case only to the extent required under Iowa Code Section 403.19(2)); (ii) taxes for the payment of bonds and interest of each taxing district; (iii) taxes imposed under Iowa Code Section 346.27(22) related to joint county-city buildings; and (iv) any other exceptions under Iowa Code Section 403.19 shall be collected against all taxable property within the Amended Area without any limitation as hereinabove provided.

Section 5. Unless or until the total assessed valuation of the taxable property in the areas of the Amended Area exceeds the total assessed value of the taxable property in the areas shown by the assessment rolls referred to in Section 3 of this Ordinance, all of the taxes levied and collected upon the taxable property in the Amended Area shall be paid into the funds for the

respective taxing districts as taxes by or for the taxing districts in the same manner as all other property taxes.

Section 6. At such time as the loans, monies advanced, bonds and interest thereon and indebtedness of the City of Cedar Falls, State of Iowa, referred to in Section 4 hereof have been paid, all monies thereafter received from taxes upon the taxable property in the Amended Area shall be paid into the funds for the respective taxing districts in the same manner as taxes on all other property.

Section 7. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed. The provisions of this Ordinance are intended and shall be construed so as to continue the division of taxes from property within the various subareas, under the provisions of Section 403.19 of the Code of Iowa, as authorized in Ordinance No. 1923, 2122, 2461, 2696, 2785, and 2923 as amended by this Ordinance. Notwithstanding any provisions in any prior Ordinances or other documents, the provisions of this Ordinance and all prior Ordinances relating to the Urban Renewal Area, as amended, shall be construed to continue the division of taxes from property within the Amended Area to the maximum period of time allowed by Section 403.19 of the Code of Iowa. In the event that any provision of this Ordinance shall be determined to be contrary to law it shall not affect other provisions or application of this Ordinance which shall at all times be construed to fully invoke the provisions of Section 403.19 of the Code of Iowa with reference to the Amended Area and the territory contained therein.

Section 8. This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

INTRODUCED: August 5, 2019

PASSED 1ST CONSIDERATION: August 5, 2019

PASSED 2ND CONSIDERATION: August 19, 2019

PASSED 3RD CONSIDERATION: _____

PASSED AND APPROVED this _____ day of _____, 2019.

James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, City Clerk

I, _____, City Clerk of the City of Cedar Falls, State of Iowa, hereby certify that the above and foregoing is a true copy of Ordinance No. _____ passed and approved by the City Council of the City at a meeting held _____, 2019, signed by the Mayor on _____, 2019, and published in the Waterloo-Cedar Falls Courier on _____, 2019.

City Clerk, City of Cedar Falls, State of Iowa

(SEAL)

01596006-1\10283-163



MAYOR JIM BROWN

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

ITEM 3.

MEMORANDUM
Office of the Mayor

TO: City Council
FROM: Mayor Jim Brown
DATE: August 28, 2019
SUBJECT: Appointment

I am recommending the following appointment:

Name:	Board/Commission:	Term Ending:
Craig Schwerdtfeger	Community Center & Senior Services Board (fills vacancy)	06/30/2022

APPLICATION FOR APPOINTMENT TO BOARDS AND COMMISSIONS

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

Name: Craig D. Schwerdtfeger Gender: M Date: 8/6/19
First MI Last

Home Address: 815 Shooting Star Way Phone: 319-240-3259

Work Address: — Phone: —

Email Address: hschwerdtfeger@cfu.net Cell: 319-240-3259

Employer: — Position/Occupation: Retired

If Cedar Falls resident, length of residency: 45 years in C.F. Ward: —

NOMINEE FOR: Community Center & Senior Services Board Board/Commission

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

- Past Cedar Falls Board of Adjustment (29 years)
- Past Cedar Falls Lions Club (Board member)
- Past National Cattle Congress (Board member)
- Past City of Waterloo A.O.A. Commission

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

Sat on numerous boards over the years (Church, Civic, City, etc.) so I feel I know proper procedures to follow.

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

I feel my personality lends itself to remain fair, impartial, & diplomatic when representing the City of Cedar Falls. We live in a Villa at the Western Home and am a part of various committees.

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

None

COMMUNITY CENTER AND SENIOR SERVICES BOARD
Nominee's Questionnaire

1. Are you familiar with the facilities and services provided at the Community Center and do you have any specific areas that interest you? (Explain)

Not overly familiar w/ Community Center so I have no preconceived thoughts or ideas.

2. The Board is advisory in nature. What do you see your role will be if appointed?

To listen, communicate well w/ others, & try and make the right decision based on all the facts.

3. Are there any changes in the programs and services that you are interested in pursuing?

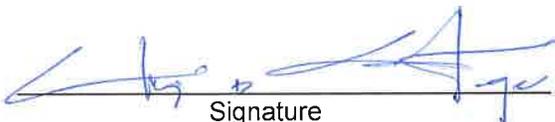
None!

4. Generating revenue from facility rentals, fundraising, and events is important to the Community Center operation. Do you feel you can help in this area? (Explain)

Yes!

5. What experience do you have with boards of other organizations? If yes, how do you see this experience benefiting the Community Center?

My years on various boards, but particularly my experience sitting on Cedar Falls Board of Adjustment.


Signature


Date

COMMITTEE OF THE WHOLE

City Hall – Council Chambers

August 19, 2019

The Committee of the Whole met in the Council Chambers at 5:15 p.m. on August 19, 2019, with the following Committee persons in attendance: Mayor Jim Brown, Tom Blanford, Frank Darrah, Susan deBuhr, Rob Green, Daryl Kruse, Mark Miller, and David Wieland. Staff members attended from all City Departments. Codie Leseman from Iowa Northland Regional County of Government (INRCOG) also attended as well as members of the community.

Mayor Brown called the meeting to order and introduced the first item on the agenda, Cedar River Recreation Enhancement. Codie Leseman from INRCOG stated the Iowa DNR hired them to develop a master plan for the Black Hawk County waters. He stated they held public input meetings and an online survey. They received 92 responses and over half of those were Cedar Falls residents. He reviewed pictures of the recommendations, they included improvements parking lots, boat ramps and plantings, and as well as add a revetment, which is river bank improvements. He stated there is a REAP grant available for \$50,000. He reviewed the next steps which are to publish the master plan, update signage, and create a maintenance agreement with the Iowa DNR. After a brief discussion Frank Darrah motioned to endorse the plan presented, Daryl Kruse seconded the motion. The motion carried unanimously.

The Mayor introduced the second item on the agenda Visitor & Tourism (V&T) Division Update. Kim Manning, Visitor & Tourism/Cultural Programs Manager reviewed the past years activities for Visitor and Tourism division. She stated they went through a strategic plan process with the assistance from UNI's Institute for Decision Making. V&T continues to have higher hotel/motel tax revenues. Ms. Manning explained their main goal for the new year will be to market the City of Cedar Falls for a meeting and convention location. A list of additional goals of the division were reviewed.

Mayor Brown introduced the third item on the agenda Cultural Programs Annual Update. Heather Skeens Cultural Programs Supervision reviewed the past year of programming for the Hearst Center for the Arts. She explained they have used a short term strategic roadmap for deeper engagement through exhibitions, book and film reviews and hands on activities. Ms. Skeens stated they are coordinating efforts for free class material checkouts at the library. There has been new growth in the class registrations and the Friends of the Hearst has had increased membership numbers as well.

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

There being no further discussion, Mayor Brown adjourned the meeting at 6:14 p.m.

Minutes by Lisa Roeding, Controller/City Treasurer

CIVIL SERVICE COMMISSION
City of Cedar Falls
CEDAR FALLS, IOWA

August 28, 2019

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

Dear Mayor Brown and Council Members:

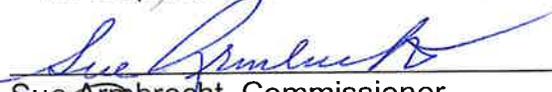
The Civil Service Commission of the City of Cedar Falls, Iowa authorized administration of promotional testing for the position of Planner II. Listed below are candidates with their combined weighted average scores in rank order. Per Iowa Code Chapter 400, Veteran's preference points are not applicable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

<u>Applicant Name</u>	<u>Combined Weighted Average Score</u>
1. Matthew Lepke	455
2. Tina Ahlberg	357

Respectfully Submitted,



John Clopton, Commission Chairperson



Sue Ambrecht, Commissioner

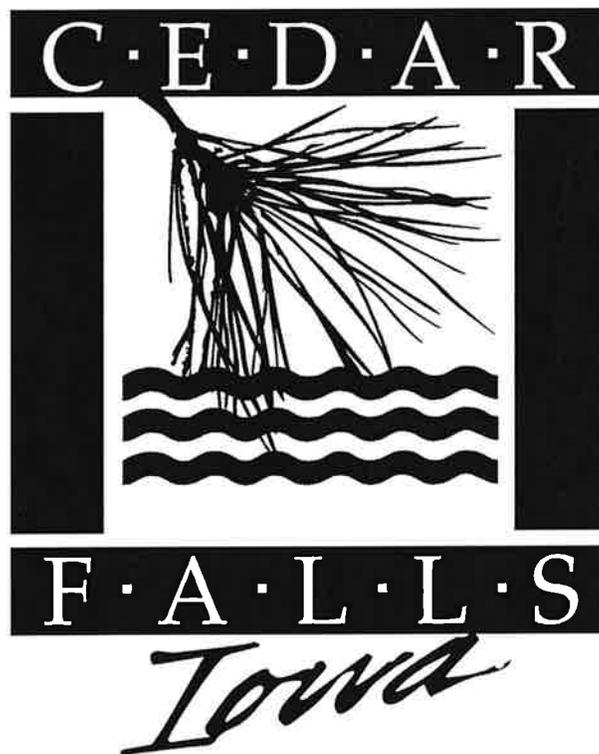


Paul Lee, Commissioner

Original: Jacque Danielsen
Cc: Stephanie Sheetz, Karen Howard, Civil Service Records

CITY OF CEDAR FALLS

DEPARTMENTAL MONTHLY REPORTS



July 2019

JULY 2019 MONTHLY REPORTS
Table of Contents

Finance & Business Operations

Financial Services Division.....1
Information Systems Division.....4
Legal Services Division.....10
Public Records Division.....13
Cedar Falls Library & Community Center.....15

Community Development

Inspection Services Division.....17
Planning & Community Services Division.....19
Recreation & Community Programs.....23
Visitors & Tourism and Cultural Programs.....27

Municipal Operations & Programs

Engineering Division.....38
Public Works & Parks Division.....42
Water Reclamation Division.....56

Public Safety Services

Police Operations.....57
Fire Operations.....71

**FINANCIAL SERVICES
July 2019**

Financial Reports

Reviewed the bi-weekly City Council audit lists and monthly revenue and expenditure guidelines for transactions. The monthly revenue and expenditure guidelines were distributed to Council members and all department directors.

Cash Management

Property tax related revenues received to date in FY20 are monitored monthly. The daily cash balances and budget to actual revenues and expenditures for all funds for FY19 and FY20 were monitored during the month. The revenue and expenditure activity for the Capital Projects Fund was also monitored during the month.

Treasury

Financial Services is responsible for maintaining accounting and cashflow as it relates to the city treasury, monitoring securities held by the City and investing idle cash to provide safe investments while maximizing interest earnings. Currently, the City has \$96,433,500 invested in CD's and \$3,300,000 in a liquid money market.

<u>Investments</u>	<u>Transactions</u>	<u>Amount</u>
CD's Matured	6	\$19,500,000.00
CD's Purchased	5	\$18,500,000.00
PFMM Deposit	0	\$0.00
PFMM Withdrawal	1	\$1,000,000.00
CD/Investment Interest		\$360,971.04

FY19 Audit

The auditors will be here the week of September 23rd to complete the audit work. The process for financial statement reporting has begun. This will continue through August and September.

Cedar Falls Health Trust Fund Board

Cedar Falls Health Trust Fund Board met on July 11th. At that meeting it was determined that approximately \$187,000 of funding would be available for distribution for health related projects in Cedar Falls. The Board will be accepting applications, which will be due in October. In November, the Board will recommend a funding model that will then be included in the proposed FY21 budget.

Federal/State Grant Programs

We continued to monitor all federal grant accounts to ensure compliance with federal regulations. The quarterly Federal Cash Transaction Report for the block grant fund

was timely filed as required by HUD. The monthly Electronic Data Collection for Section 8 Housing Voucher Program was filed timely as required by HUD.

Miscellaneous Financial Activities

1. We continued to monitor the grants accounts for all departments to ensure that expenditures do not exceed revenues for each grant.
2. The Special Assessment Receivables were updated.
3. The semi-monthly sales tax reports were filed in a timely manner.
4. All payroll reports were filed as required by the various oversight units, such as the IRS, Social Security Administration, IPERS and the State of Iowa. For July, 144 payroll checks and 844 direct deposits were processed.
5. Capital asset additions were monitored during the month.
6. Accounts receivable were processed and 265 invoices were mailed out to customers.
7. 2,011 transactions for accounts payable were processed and approved by the City Council for payment and 624 checks were mailed out to vendors.
8. Continued to provide bookkeeping support to the Cedar Falls Community Foundation. Cutover to new software package has been complete.
9. Continued to provide bookkeeping support for Sturgis Falls.

Benefits & Compensation Activities

1. Staff met with new benefits consultant Holmes Murphy July 19. Holmes Murphy became the City's benefits consultant effective July 1, 2019. Staff was introduced to the consulting team and the state of the City's current benefits plans were reviewed and discussed. Staff worked with Holmes Murphy and Wellmark to address concerns and questions with the City's current plans and procedures.
2. Staff continued to update and inquire about revisions to the City's health and dental Summary Plan Description language and began initial stages of working with Holmes Murphy to create document to better address issues with current SPD.
3. In compliance with the Affordable Care Act, Form 720 was completed and filed to report and pay the PCORI fee for the City's health and health reimbursement account (HRA) plans. Form 720X was completed and filed to amend the 2016 and 2017 filings for correction discovered this year.
4. The City's full-time and part-time benefit summaries were updated for FY20.
5. The Wellness Committee met July 23 to discuss FY20 challenges and rewards. Dates for blood draws were set tentatively for September 10 and 18.
6. Distribution of wellness challenge prizes that began in June for both the final challenge and the cumulative year-long challenge was completed.

7. Memo to address the new law that went into effect July 1, 2019 requiring new employees to be notified of their right to address complaints to the State of Iowa Ombudsman was drafted to be distributed to new hires in their new hire packets.

Civil Service Commission & Employment Related Activities

1. Recruitment, testing preparations, testing, list certification, backgrounds, physicals, new hire meetings, departure processing, or job classification/reclassification processing took place for the following FT positions: City Engineer, Director of Public Works, Equipment Mechanic, Library Assistant-Youth Dept., Maintenance Workers (Refuse & Streets), Planner I and II, Public Safety Officer, Storm Water Specialist; PT positions: Assistant Equipment Mechanic, Community Service Officer, Laborer, Office Assistant/Evidence Technician, Library Intern-Youth, Parking Meter Attendant, Police Reserve Officer/POC, seasonal positions for the Community Development and Public Works departments.
2. Follow-up and preparations took place for the June 26, July 10, and August 7 Commission meetings.

Finance and Business Operations Information Systems Division Monthly Report July 2019

Software Purchase/Installation/Upgrade Activities

- Software installations included:
 - Microsoft Office, Chrome, Adobe Flash & Reader, Java, Tight VNC, Sophos, FireHouse, and Windows Updates on Planner Intern PC
 - Installed same software on Fire Station PCs
 - Installed MiCollab on Cable TV PC
 - Installed Windows 10 Pro on Public Works laptop
 - Installed Microsoft Office, OptiView, Chrome, Adobe Flash & Reader, Java, Tight VNC, Sophos, FireHouse, and Windows Updates
 - The LAMA Mia app was installed on all building inspector iPhones.
 - Call pilot software was REMOVED from PC's where installed in order to prevent error messages when opening email.

Equipment Purchase/Installation/Upgrade Activities

- Equipment purchases included:
 - 6 UPS devices for Water Reclamation.
 - A new phone and tablet for the new Storm Water Specialist.
 - A cradlepoint router for Public Safety Covert cameras.
 - A SIM card was ordered for a surveying device.
 - 3 signature pads were purchased for additional desks in the new PD.
 - 25' Ethernet cable (24) for inventory
 - iPhone 7 case for Stormwater Specialist
 - Laptop docking station and charger for Public Works

- Equipment installations included:
 - A PC and printer were loaded and deployed to the veteran's office at the old PW admin building on Bluff St.

Project and Assistance Activities

- Additional Cameras for College Hill and Downtown Areas
 - Met with CFU staff regarding the service order for dark fiber
 - Worked with City staff to establish that cameras would be allowed on utility poles.
 - CFU will start fiber installation on August 12.

- Replacement Phone System
 - Configured new system with ring groups, hot desks, and pick up groups.
 - Migrated to the new phone system on July 2
 - Programmed all polycom phones for conference rooms.
 - Installed all desk phones on the night of July 2
 - Worked with Marco on any issues.
 - Switched phone service from Century Link to CFU
 - Fax lines were configured at all buildings needing fax lines and elevator phones.
 - IT staff attended system administration staff on new phone system.

- New Public Safety Building opening
 - This included setting up additional PC's
 - wireless access points,
 - phones
 - more TV's for both fire and police operations
 - Upgraded the door lock system and migrated the old data into the new data.
 - All other sites have been completed with the exception of City Hall. We may need to order some hardware to get City Hall online with the new system.
 - Met with Public Safety staff and admin staff to discuss options to print identification on door lock badges or use the Salamander identifications. Decided to use the new door lock system to generate the ids and Salamander will be for emergency personnel only.

- Graphic design projects for the month included:
 - **Hearst Center:** exhibit promo materials, miscellaneous posters/fliers, postcards, vinyl, miscellaneous printing, fall brochure, bookmarks
 - **Tourism:** miscellaneous printing, print and digital ads, shop t-shirt, flier
 - **Rec Center:** class fliers, fitness schedule updates
 - **Other:** website and social media maintenance, business cards, misc. printing and trimming, mobile app, TV slides, housing flier, temporary signs, wayfinding signage ideas, Public Safety fact sheet, student promo fact sheet

- Assistance Activities:
 - Set up workstation for Intern in Iris's office
 - Email distribution lists were updated after the July 1st department reorganization.
 - Fee changes were made to the CIMS cemetery system
 - We continue to provide support for the digital video systems in the patrol cars, body cameras, city facilities, College Hill, Parkade, and covert operations as requested.
 - We continue to provide support for the City's web site. News items were posted to the home page. Job openings, cable TV schedules, digital bro-

chures, calendar items, bid opportunities, meeting agendas and minutes were posted as requested. Incoming requests to the request tracker system was monitored and forwarded to the appropriate department as necessary.

- We continue to provide support for the document imaging system, adding categories as requested, maintaining user accounts, maintaining appropriate security and providing backup and redundancy.
- We continue to provide support for the City's telephone system, adding and modifying services as requested

Problem Resolution Activities

- The FTP server database was recovered due to corruption.
- The City Clerk's iPad was cleaned up and a new Apple ID was created for her. This helped with resolving some email problems on her tablet.
- A rogue DHCP connection was discovered on our network and was addressed accordingly.

Channel 15 Programming Activities

Televised live programs from City Hall:

- Two Cedar Falls City Council meetings
- Two Committee of the Whole meetings
- Two Planning & Zoning meetings
- One Cedar Falls School Board meeting

Programmed CFU and Medicom cable providers for Channel 15 and Public Access. Updated & added Community Calendar events to the Channel 15 Announcements

- **Regular production included:**
 - Produced 2 Veterans of the Cedar Valley shows
 - Gold Star Monument Memorial at Veterans Park
 - SR-71 Spy Plane
 - Produced 3 Currents shows
 - Fondo Fest/Fondo Cedar Valley
 - ARTapalooza preview
 - Waterloo/CF Symphony preview
 - Produced 1 Cedar Falls Baseball game
 - CR Jefferson
 - Produced 1 Serving the Valley show
 - Foster Care/Adoption
 - Produced a Sturgis Falls recap show
 - Finished post production of two Cedar Basin Music Festival shows for playback
 - Saints Dixieland Jazz Band
 - Dry Run Creek

- Finished post production of 16 Sturgis Falls events for playback
 - Michael Lefebvre & the Favorites
 - Music Ficta
 - David Woods
 - One of Us
 - Sturgis Falls Children's Choir
 - Bill Riley Talent Search
 - Cedar Falls Community Theatre
 - Sturgis Falls Parade
 - Marine Band Ensemble
 - Dry Run Creek
 - Mick Staebell
 - US Marine Band
 - Crystal Weber
 - Doo Wops
 - Clarence Williams and the Rising Sons
 - Cedar Falls Municipal Band
 - Produced one promo
 - Beyond Pink Run
 - Recorded & played back one public meeting (Also uploaded to YouTube).
 - College Hill Parking Study
 - Produced 1 Sports Talk show
 - Pat Mitchell Golf Outing
 - Sturgis Falls Run
 - Tiger Booster Club
 - Aired 4 Panther Sports Talk summer shows
 - Continued production of Fairview Cemetery documentary, in conjunction with Cedar Falls Historic Preservation and Cedar Falls Historical Society.
 - Continued production of "Champions of the Net" documentary on the 2017 Volleyball State Champions from Cedar Falls.
- **City News** - Continued weekly news format program "Cedar Falls City News" including the following stories:
 - Road Construction/1st Street
 - Road Construction/Hwy 58 and Viking update
 - Public Safety Building opens
 - College Hill Arts Festival Recap
 - Sturgis Falls recap
 - Downtown Shuttle service
 - First Fifty exhibition at the Hearst Center
 - Downtown Parking changes
 - College Hill Parking study
 - Emerald Ash Borer/Ash Tree removal update
 - Vets in the Park at Veterans Memorial Park
 - Fondo Fest preview

- Hearst Center exhibit “Parables in the Clay”
- Hearst Center exhibit “The Mask of Lincoln”
- **Facilities**
 - Installed new video router in City Hall control room.

Geographical Information Systems (GIS)

- **Projects:**
 - Met with Public Works staff to discuss and view demos for updating refuse collection software and AVL integration
 - Assisted with installation of new phone system citywide
 - Collected GPS water elevations for Engineering to assist with a stage-only river gauge project
 - Met with Planning and consultant staff on Gibson Master Plan property
 - Met with county and other municipal staff to discuss activities related to the Census Complete Count Committee
- **Web & Database:**
 - Began setting up geodatabase for tracking tree plantings & removals
 - Added the national wetlands inventory to internal web mapping application
 - Updated large map annotation layer
 - Updated a new post-disaster web application for tracking material and equipment used for Public Works
 - Updated 11,000 building polygons
 - Updated cemetery information from CIMS into SQL
 - Updated rental information from Firehouse into SQL
 - Updated building permits from LAMA into SQL
- **Data Requests:**
 - Provided LiDAR data to softdesk vendor
 - Provided AutoCAD linework of round-a-bout being planned for Ridgeway Ave
 - Converted storm and sanitary data to AutoCAD for Engineering
- **Maps:**
 - Updated all pdf maps available on city website
 - Provided URA maps for Administration presentation
 - Provided map of city hall parking configuration for Finance
 - Provided map of Greenhill Village 9th for Engineering
 - Provided map of river elevations at a specific gauge height for Engineering

- Provided map for Planning of low-moderate income areas with sewer lining locations for 2019
- Provided emergency response maps for new public safety building
- Provided maps for Public Works for trail snow removal
- Provided maps for V&T for public distribution
- Provided map of C-2 & M-1 zoning districts for Fischels Commercial Group
- Provided maps for new addresses issued:
 - Park Ridge Estates
 - Dairy Queen & BP Gas Station
 - Air King
 - Prairie Winds 4th
 - Zuidberg North America

Training and Staff Activities

- A conference call was attended, with our Network Engineering firm, to discuss an assessment of our network and how we can make things better.
- An Aladtec scheduling software meeting was attended at the Fire Department.
- Attended Fall Arrest Training at Cedar Falls Public Works
- Mike Mennen passed drone certification testing.
- Trained storm water specialist on uploading an address list to web mapping application

**FINANCE & BUSINESS OPERATIONS
LEGAL SERVICES
July 2019**

REPORT FROM SWISHER & COHRT – SAM ANDERSON, LUKE JENSON:

1. **Traffic Court:**

City Cases Filed: 157 (this number includes both City and State tickets)

Cases Set: 6

Trials Held: 2

2. **Code Enforcement:** Meet with Jamie Castle and Greg Rekwart regarding three separate property issues. Research issue of apparently deceased property owner and welfare check. Receipt and review e-mail with Greg Rekwart regarding service of missing homeowner in jail.

3. **Miscellaneous:** None.

REPORT FROM KEVIN ROGERS, CITY ATTORNEY

4. **PERSONNEL/HUMAN RESOURCES:**

- a) Consult with City staff on personnel and disciplinary matters
- b) Attend weekly Human Resource Meetings
- c) Advise on Civil Service Commission issues

5. **RISK MANAGEMENT/CLAIMS:**

- a) Attend Risk Management Committee Meeting; provide input
- b) Update/consult with and prepare City Staff regarding pending claims/litigation, including:
 - i. workers compensation
 - ii. personal injury
 - iii. property damage
- c) Review and approve outside counsel legal fees and expenses for payment
- d) Contacts with outside legal counsel monitoring and advising on pending litigation involving the City

6. **CONTRACTS/AGREEMENTS:**

- a) Review and Advise—Prairie Parkway North Developmental Procedures Agreement Amendment

- b) Review and Advise—ZLR Agreement—Visitors & Tourism
- c) Review and Advise—MOU with Cedar Falls Utilities (use of truck)
- d) Review and Advise—Strickler Properties, LC, Development Agreement and attendant documents
- e) Attention to Vereit Maintenance and Repair Agreement
- f) Draft Parking Lot Lease with a Downtown business

7. **MAYOR/CITY COUNCIL:**

- a) Prepare for and Attend Meetings of City Council and Committee of the Whole; Meetings with Mayor Brown
- b) Advise on City Council meeting procedural issues

9. **MISCELLANEOUS:**

- a) Attend Weekly Department Meetings
- b) Professional Reading-municipal and employment law resources
- c) Advise on new Iowa appellate court cases of interest to the City
- d) Advise on Open Records requests
- e) Attention to Public Events administration
- f) Advise on Code Enforcement issues
- g) Redrafting of large vehicle parking
- h) Drafting of response to Iowa Civil Rights Commission complaint
- i) Continued drafting of Deeds for West 1st Street reconstruction project
- j) Attention to monument mailbox ordinance
- k) Advise on conflict of interest issues

REPORT FROM COLLEEN SOLE, PERSONNEL SPECIALIST:

10. **Risk Management/ Workers' Compensation/ Property/Liability Claims:**

- a) Risk Management Committee met July 17, 2019. Workers' Compensation injuries, liability claims, damage to City property, policies, and disciplines were reviewed.
- b) Review contracts for required insurance; working with legal counsel and conferring with Arthur J. Gallagher and contractor's agents.
- c) Special Events – review and approve insurance. Review and work with City Attorney and departments on Special Events process and requirements.
- d) Review and process outside legal counsel fees.
- e) Review and process claim fees and associated billing.
- f) Claims processing: worker's compensation, 411, liability, and property; work with contracted TPA Service, and work with outside legal counsel on litigation.
- g) Work with EMC Risk Services, LLC, on transfer of claims.
- h) Attend workers' compensation hearing for personnel matter.

11. **Personnel**

- a) Work with departments and legal counsel on disciplinary matters.

- b) Conducted interviews for personnel matter.
- c) Work with departments and legal counsel on various personnel issues.
- d) Review and process medical billing for pre and post-employment matters.
- e) Process FMLA leave and monitor non-FMLA leaves of absence.

12. **Human Rights Commission (HRC):**

- a) Three cases being administratively closed. Work with citizens submissions to ICRC and mediate discrimination discussions with local entity.
- b) Process complaints, provide support to citizen's jurisdictional questions, and provide staff support to Commissioners.
- c) Attend Economic Inclusion Summit meeting.

**FINANCE & BUSINESS OPERATIONS
PUBLIC RECORDS
JULY 2019**

Public Records Activity

Prepared agendas, minutes and electronic packets for two Regular City Council meetings, one Committee of the Whole meeting, one CFU-City Council Joint meeting, two Technical Review meetings and two Planning & Zoning Commission meetings.

Drafted and processed meeting follow-up communications, minutes and legal documents.

City Council adopted three (3) ordinances and thirty-eight (38) resolutions during the month; staff drafted thirty-one (31) of these resolutions.

Issued the following:

- 7 Business Licenses
- 0 Sidewalk Café permit
- 39 Pet licenses
- 12 Annual "Paw Park" permits
- 1 Cemetery Interment Rights Certificate

Issued the following Parking Permits:

- 45 Monthly Lot
- 0 Annual Lot (prorated)
- 0 Annual Senior
- 0 Monthly Construction
- 27 Daily/Guest
- 1 Annual Dumpster

Processed (6) liquor licenses, (1) wine and (1) beer permit.

Recorded (4) documents with the County Recorder and filed (1) document with the County Assessor.

Satisfied (2) requests for public records and responded to (1) request/concern received thru the City's on-line Service Request feature.

Assisted with preparations and attended the annual Joint Meeting of the Cedar Falls City Council and Cedar Falls Utilities Board of Trustees on July 22, 2019 at the new Public Safety facility.

Participated in discussions and review of proposed Public Event Permit process.

Completed and filed the 2019 Lobbyist Client Report to the Iowa Legislature.

Staff attended the Iowa Municipal Professional Institute and the City Clerk attended the Annual Iowa Municipal Professionals Academy in Ames, Iowa.

The unemployment rates for the month of May 2019 were 2.7% for the Waterloo-Cedar Falls Metropolitan Area, 2.4% in Iowa, and 3.8% in the U.S.

Document Imaging completed

15 – Employee performance evaluations.
 1 – Police Field Training Officer log.
 3 – Planning geographic/project files.
 7 – City Capital project files.
 56 – Miscellaneous boards, commissions & committees meeting materials.
 42 – City Council Resolutions (#21,553-#21,594).
 11 – City Ordinances (#2928-2938).
 2 – City Council meeting files.
 2 – City publications/newsletters.
 Miscellaneous employee documents/personnel files.
 Departmental Monthly Reports – June 2019.

Parking Activity

Enforcement

731 – Parking citations issued.
 \$14,635.08 – Citations paid.

Collection Efforts

\$ 852.00 – Collections from delinquent parking accounts.
 \$ 550.00 – Vehicle immobilizations (11 vehicles).

Continue to participate in parking technical committee meetings to discuss the implementation of the downtown parking study recommendations. Reviewed an RFP for new parking enforcement technology and equipment.

Participated in meetings to discuss private parking lot partnerships.

Coordinated the College Hill Parking Study public meeting on July 16, 2019 at the UNI CEEE facility where the consultant presented findings and recommendations from the study.

Reviewed applications and conducted interviews with candidates interested in filling new part-time parking attendant positions to cover expanded enforcement hours as part of the implementation of the downtown parking study recommendations.

**FINANCE & BUSINESS OPERATIONS
LIBRARY & COMMUNITY CENTER
JULY 2019**

Library Activity

Usage Statistics	May 2019	June 2019	June 2018
Customer Count	16,547	22,434	24,670
Circulation	38,887	49,635	51,433
Ebooks, emagazines, and streamed videos	4,410	4,550	4,139
Downloaded music	1,735	1,329	1,581
Reference Service	1,626	1,907	2,843
Items Added	907	971	1,412
Event Attendance	985	2,938	3,800
Computer & Wi-fi Usage	3,120	3,712	4,199

Special events in July included the following:

- Writers of the Cedar Valley
- Youth and teen summer library programs
- Pedal Fest puppet show
- Sewing and quilting class
- Word Wizards, young writers' group
- Teen nights: Fire show by Martika Daniels, video games, and laser tag
- Puppet show by Madcap Puppets
- Tabletop gaming
- Teen book club
- Minecraft Tuesdays (teens)
- Dungeons & Dragons for teens
- Senior Device Advice
- Showing of Academy Award-nominated film *BlackKkKlansman*
- Cedar Valley Chamber Music concert
- Scanning Family Snapshots Towards Our Collective Town History, a presentation by UNI professor Bettina Fabos about how the public can participate in the Fortepan Iowa photo archive
- Sign Language class series

Special events were funded by the Friends of the Cedar Falls Public Library and the Cedar Falls Community Foundation Robert and Shirley Berg Fund for use by the library.

Community Center: In addition to regular weekly events for seniors, such as ceramics, cards, billiards, functional fitness sessions, Senior Device Advice, and music, the Center also hosted rentals for bridge, stamp club, and Entertainment at the Center.

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

Jul-19

Total for Month \$9,009,873.00
 Total for Fiscal Year \$9,009,873.00
 Total Same Month - LAST YEAR \$18,024,287.00
 Total for Fiscal Year - LAST YEAR \$18,024,287.00

Construction Type	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Single Family New Construction	8	0	\$1,941,212.00	\$16,441.80	8	0	\$1,941,212.00	\$16,441.80
Multi-Family New Construction	12	0	\$3,690,000.00	\$9,728.25	12	0	\$3,690,000.00	\$9,728.25
Res Additions and Alterations	97	0	\$1,189,304.00	\$19,109.50	97	0	\$1,189,304.00	\$19,109.50
Res Garages	7	0	\$138,233.00	\$2,323.00	7	0	\$138,233.00	\$2,323.00
Commercial/Industrial New Construction	1	0	\$1,600,000.00	\$8,582.75	1	0	\$1,600,000.00	\$8,582.75
Commercial/Industrial Additions and Alterations	7	0	\$441,204.00	\$4,485.55	7	0	\$441,204.00	\$4,485.55
Commercial/Industrial Garages								
Churches								
Institutional, Schools, Public, and Utility	2	0	\$9,920.00	\$243.00	2	0	\$9,920.00	\$243.00
Agricultural/Vacant								
Plan Review	8	0	\$0.00	\$9,215.18	8	0	\$0.00	\$9,215.18
Total	142	0	\$9,009,873.00	\$70,129.03	142	0	\$9,009,873.00	\$70,129.03

ITEM 6.

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

Jul-19

Construction Type	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Electrical	60	0	\$0.00	\$5,506.60	60	0	\$0.00	\$5,506.60
Mechanical	114	0	\$0.00	\$9,545.00	114	0	\$0.00	\$9,545.00
Plumbing	77	0	\$0.00	\$5,936.00	77	0	\$0.00	\$5,936.00
Refrigeration								
<i>Total</i>	251			\$20,987.60	251			\$20,987.60

Constructor Registrations	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Electrical								
Mechanical	1	0	\$0.00	\$150.00	1	0	\$0.00	\$150.00
Plumbing								
Refrigeration								
<i>Total</i>	1			\$150.00	1			\$150.00

<i>Building Totals</i>	142	0	\$9,009,873.00	\$70,129.03	142	0	\$9,009,873.00	\$70,129.03
------------------------	-----	---	----------------	-------------	-----	---	----------------	-------------

<i>Grand Total</i>	394	0	\$9,009,873.00	\$91,266.63	394	0	\$9,009,873.00	\$91,266.63
--------------------	-----	---	----------------	-------------	-----	---	----------------	-------------

ITEM 6.

**PLANNING & COMMUNITY SERVICES DIVISION
MONTHLY REPORT
July 2019**

MONTHLY MEETINGS:

Planning & Zoning Commission – A meeting was held on July 10th and July 24th. The following items were considered.

Applicant	Project	Request	Action Taken
The Terraces at West Glen, LLC	The Terraces at West Glen Preliminary Plat	Recommend approval	Approved
Panther Farms LLC	Greenhill Village Townhomes II Final Plat	Recommend approval	Approved
Jim Sands	Sands Addition Final Plat	Recommend approval	Approved
Riverside Brothers, Inc.	MU2 Signage	Recommend approval	Approved
HI YIELD, LLC	918 Viking Road site plan	Recommend approval	Approved
Martin Rouse	Lot 2, Gateway Business Park site plan revision	Recommend approval	Approved
Wingert Development	Park Ridge Estates Final Plat	Recommend approval	Approved

Group Rental Committee – Held regular meeting on July 16th.

Josh Norton	1615 Walnut Street	New rental for an occupancy of three (3) individuals aged 18 years or older per unit	Application withdrawn
Carl Ericson	1315 W. 12 th Street	New rental for an occupancy of four (4) individuals aged 18 years or older per unit	Approved for an occupancy of four (4) individuals aged 18 years or older subject to staff stipulations
Jordan and Kaci Pihoda	1616 Merner Avenue	New rental for an occupancy of four (4) individuals aged 18 years or older per unit	Approved for an occupancy of four (4) individuals aged 18 years or older subject to staff stipulations

Board of Rental Housing Appeals – Did not meet in July.

Board of Adjustment – Held regular meeting on July 22nd
 Scott and Tamara Patten 2308 Cottage Row Road Variance and special exception permit for improvements in floodway Approved, subject to review and approval by the Iowa DNR

Other Commissions, Board Meetings & Staff Liaison Responsibilities:

	Date	Notes/Actions
Historic Preservation Commission	7/9/19 & 7/30/19	Discussed ongoing projects and prepared for CLG grant submission.
Housing Commission	7/09/19	Waive equity requirements for Rehab Loan Project. Open Waiting List August 6.
Community Main Street Design Committee	7/19/19	Design reviews. Façade program details discussed.
Parking Committee	7/9/19 & 7/23/19	Reported on progress. Continued work on public outreach strategies and signage for time limits.
Bicycle and Pedestrian Advisory Committee	No meeting	Bicycle and pedestrian committee did not meet in July
Metropolitan Transportation Technical Committee	7/11/19	Public hearing on TIP program, update on DOT Commission meeting in September and Black Hawk County Water Trails Plan
MET Transit Board	7/25/19	Policy review and approval on Safety Reflectors and Restricted Items on Vehicles, staff reports.
North Cedar Neighborhood Association	7/08/19	Provided an update on Center Street Streetscape Project. Association is considering location for another neighborhood monument sign on Lone Tree Road.
College Hill Partnership	7/08/19	Discussed ideas for the façade improvement pilot program funds; decided to focus on funding a mural. Promoted College Hill Parking Study presentation on July 16.

ECONOMIC DEVELOPMENT:

- Met with businesses in the Industrial Park to discuss their business operations.
- Working with several companies on potential new building projects in the Cedar Falls Technology Park, West Viking Road Industrial Park, and the Northern Cedar Falls Industrial Park.
- Continued coordination with consultant on design work for the expansion of the West Viking Road Industrial Park.
- Drafted Agreement for Private Development for the River Place II project at the former Wells Fargo site on Main Street.
- Continued work on drafting documents for the proposed voluntary annexation of properties into the City of Cedar Falls.
- City Council approved an Agreement for Private Development with Tjaden Properties, LLC for a new economic development project in the West Viking Road Industrial Park.
- Received letter of intent and drafted development agreement for a new building project in the West Viking Road Industrial Park.

PLANNING SERVICES:

- 385 citizen inquiries and staff responses with information/assistance.
- 134 land use permits were issued.

Number of Rental Inquiries: 60

Types of Questions:

- Information on paving requirements
- Confirming paving deadlines for rental properties
- Group rental permit for higher occupancy
- Existing rentals and level of occupancy determination
- Rear yard parking
- Group Rental Board of Housing Appeals process
- Fences, retaining walls, setbacks, etc.

OTHER PROJECTS FOR JULY INCLUDED:

- One rental conversion application reviewed and approved.
- Ongoing coordination with consultant for the Downtown Visioning Project
- Contracts received and approved for Economic Development Grant and Façade Improvement Program for Community Main Street and College Hill Partnership.
- Agreement to support the economic development program of the College Hill Partnership relative to FY20 Self-Supported Municipal Improvement District (SSMID) Funds.
- Agreement to support the economic development program of Community Main Street relative to FY20 Self-Supported Municipal Improvement District (SSMID) Funds.
- Assisted in reviewing the College Hill Parking Study.
- Held Technical Advisory Committee Meeting with consultant for the master plan of the city-owned Gibson properties.

CDBG

- Entered into a HOME Investment Partnership Program Consortium Cooperation Agreement with the City of Waterloo for FY2020-2022.

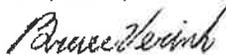
**RECREATION DIVISION
Monthly Report
July 2019**

- Falls Aquatic Center
 - 37,732 patrons attended open Rec Swim for the month
 - Attendance is directly related to the nice weather so as a result of the nice warm temps in early July we had 12,000 more patrons than last year in July.
 - Staff performed 38 assists where patrons need help to get to the side of the pool
 - We have sold 32 more pool passes in July bringing the total to 1,432 swim passes the entire summer
 - 13 in-service training sessions were conducted during the month for pool staff
 - The annual Blast, four day swim meet, was held July 11 thru 14 with 512 swimmers from around the Midwest participating and 1,500 parents, coaches and family members watching. With the lap pool closed for the meet, we still had over 5,336 open swimmers enjoy the pools over the 4 days.
 - The end of the summer is within sight and the Falls will be closing for the summer on August 25 with Doggy Dip on the 26th. School starts on the 26th for Cedar Falls public schools, with colleges starting on August 20 we do not have the staff to remain open longer.
- Ball crew has been very busy keeping the fields in playing condition for programs and for area teams.
- Adult Softball teams have enjoyed a great summer with only a few interruptions due to weather.
- Beach House and park shelter rentals continue to be very popular.
- The three summer camp locations continue to be well received and offer different themes for each week with at least one field trip to a number of different venues around the area along with trips to the Falls twice a week.
- Summer programs either have ended or will be ending the first week of August with only a few issues.
- Rec Center
 - Fitness classes have gone well with no issues with over 2,829 patrons participating. That is up close to 350 over last year in July.
 - Chris Schoentag has taken over the supervision of the front desk staff and is hiring some new staff to replace those who are leaving for a variety of reasons.
- Staff has been busy working on the programs and services to be offered during the school year and have them up on the web page for the public to see.
- Consignment ticket sales for places like Adventure land, Lost Island, Blank Zoo, and Six Flags Great America has kept staff busy selling 267 tickets, most of which were for Lost Island, for over \$6,357.50.

This past month staff has spent a lot of time working with the consultant, RDG and Ballard King, on the study they are doing to provide the needed guidance to determining the future of the Recreation and Fitness Center. The consultants will take into consideration our current programs, the areas used for those programs, and number of patrons in them, compared to what others in the area offer and the fees they charge. The goal of this study is to guide the City in any future programs they offer and any possible addition or remodeling to the current facility

Attached is a list of programs that met in June and the number of contacts we had with the public.

Respectfully submitted,



Bruce Verink
Recreation Division Manager

Recreation and Community Center Usage For July 2019

ITEM 6.

Members using the Facility	9,625	Cardio Cycling	616
Non-Members using the Facility	336	Pickleball	94
Child Care	176	Massages	45
Aerobics	1,047	Racquetball/Wallyball Hrs	16
Circuit Weight Training	67	Meetings/Tours/Rentals	890
Rock On!	66	Birthday Parties	20
Personal Training	267	Before and after Care	520
Yoga	984	Tot Lot	118
Zumba	49	Steam Room	475
		TOTAL	15,361

Recreation and Community Center Revenues

Resident Memberships Sold		Punch Cards	
12 th Grade & Under	3	12 th Grade & Under	3
Adult	25	Adult	0
Senior Citizen	15	Senior Citizen	0
Family Pass	32	Child Care	5
Corporate Family	0	Racquetball	1
Corporate Individual	1		
4-Month	4		
Credit Card Usage	\$33,948.90	Leisure Link Registration	\$13,551.95
Daily Fees		Racquetball	\$8.00
Admission	\$2,616.00	Amusement Park Ticket Sales	\$6,357.50
Child Care	\$35.00		
Swimming Pool Passes (Summer)		Youth & Senior	171
Family	1,082	Lap Swim	17
Adult	60		
Child Care Provider	102		
Youth Programs		Before & After Care	520
Tot/Play Lot	118	Track	230
Camp CF-CH	672	Tennis	1,350
Camp CF-Hansen	840	Softball	
Camp CF-Aldrich	698	Kindergarten & 1 st Grade	182
Baseball		2 nd & 3 rd	60
4-5 Yr. Olds	141	4 th - 6 th	132
Kindergarten	40	Pool Parties	1,338
1 st & 2 nd	145	Swim Club	2,790
3 rd - 5 th	100	Swim Meet	4,342
		In-services	248
Learn to Swim			
Indoor	2,516		
Outdoor	2,512		
Adult Programs		Stretching Aqua Trim	136
Softball Leagues	2,952	Water Walking	1,175
Pickleball	94		
Recreational & Lap Swim			
Outdoor	37,732		
Indoor	978		
Rentals		Shelters	54
Pool Parties	7	Gateway Celebration Shelter	11
Beach House	4	Recreation Center	5
Ball Fields	18		
Ball Fields-Scheduled Usage	12		

CEDAR FALLS RECREATION DIVISION
July 2019

YOUTH SPORTS

TOT/PLAY LOT WEEKLY	6 WEEK	
July 8-11	5	8
July 15-18	6	8
July 22-25	7	8
TOTAL	18	24
TOTAL TOT LOT	42	

CAMP CEDAR FALLS - Aldrich

July 1-3	3 plus 23 signed up for all summer	
July 8-12	8 plus 23 signed up for all summer	
July 15-19	8 plus 23 signed up for all summer	
July 22-26	8 plus 23 signed up for all summer	
July 29-Aug 2	8 plus 23 signed up for all summer	
TOTAL	35	115
TOTAL CAMP CEDAR FALLS ALDRICH	150	

CAMP CEDAR FALLS - Hansen

July 1-3	3 plus 29 signed up for all summer	
July 8-12	3 plus 29 signed up for all summer	
July 15-19	3 plus 29 signed up for all summer	
July 22-26	3 plus 29 signed up for all summer	
July 29-Aug 2	3 plus 29 signed up for all summer	
TOTAL	15	145
TOTAL CAMP CEDAR FALLS HANSEN	160	

CAMP CEDAR FALLS - Cedar Heights

July 1-3	0 plus 40 signed up for all summer	
July 8-12	0 plus 40 signed up for all summer	
July 15-19	0 plus 40 signed up for all summer	
July 22-26	0 plus 40 signed up for all summer	
July 29-Aug 2	0 plus 40 signed up for all summer	
TOTAL	0	200
TOTAL CAMP CEDAR FALLS CH	200	

TOTAL CAMP CEDAR FALLS

510

BEFORE & AFTER CARE

July 1-3	8 plus 19 signed up for all summer	
July 8-12	5 plus 19 signed up for all summer	
July 15-19	4 plus 19 signed up for all summer	
July 22-26	5 plus 19 signed up for all summer	
July 29-Aug 2	9 plus 19 signed up for all summer	
TOTAL	31	95
TOTAL BEFORE & AFTER CARE	126	

T-BALL

5 Yr. Old Co-Ed 9:00 am	16
Kgn. & 1st Grade Girls 10:00 am	26
TOTAL	42

TOTAL YOUTH SPORTS & ACTIVITIES

720

YOUTH SWIM PROGRAM

SESSION III - July 15-July 26

Falls Aquatic Center

Group 1 9:10-9:40 am	9
Group 1 10:30-10:55 am	10
Group 2 8:35-9:05 am	12
Group 2 9:55-10:25 am	12
Group 3 8:35 -9:20 am	12
Group 3 9:25-10:10 am	12
Group 3 10:15-11:00 am	12
Group 4 8:35-9:20 am	12
Group 4 9:25-10:20 am	11
Group 4 10:15-11:00 am	22
Group 5 8:35-9:20 am	7
Group 5 9:25-10:10 am	11
Group 5 10:15-11:00 am	12
Group 6 9:25-10:10 am	21
Group 6 10:15-11:00 am	11
Group 8 9:25-10:10 am	8
Group 9 10:15-11:00 am	13
Beginning Diving 9:25-10:10 am	1
Beginning Diving 10:15-11:00 am	6
Intermediate Diving 8:35-9:20 am	5
Adapted Aquatics 8:35-9:20 am	3
Older Beginners 8:35-9:20 am	5
TOTAL	227

Holmes Pool

Group 1 4:20-4:50 pm	8
Group 1 5:30-6:00 pm	8
Group 2 4:55-5:25 pm	7
Group 2 6:05-6:35 pm	6
Group 3 8:45-9:30 am	8
Group 3 9:35-10:20 am	8
Group 3 10:35-11:20 am	8
Group 3 11:25-12:10 am	8
Group 4 8:45-9:30 am	8
Group 4 9:35-10:20 am	10
Group 4 11:25-12:10 am	9
Group 4 4:40-5:25 pm	12
Group 5 9:35-10:20 am	10
Group 5 11:25-12:10 am	7
Group 5 4:40-5:25 pm	7
Group 5 5:30-6:15 pm	11
Group 6 8:45-9:30 am	7
Group 6 10:35-11:20 am	8
Group 6 5:30-6:15 pm	11
Group 7 10:35-11:20 am	10
Group 7 4:40-5:25 pm	12
Group 8 5:30-6:15 pm	7
TOTAL	182

TOTAL YOUTH SWIM-SESSION III 409

ADULT SWIM PROGRAM

Stretching Aqua Trim

Session III

M-F 8:35-9:20 AM July 15-July 26	12
TOTAL ADULT SWIM	12

ADULT EXERCISE

Circuit Weight Training

TTh 4:30 pm	14
TOTAL CIRCUIT WEIGHT TRAINING	14

ROCK ON

MWF 5:15 am	8
TOTAL ROCK ON!	8

TOTAL ADULT EXERCISE 34

CEDAR FALLS TOURISM & VISITORS BUREAU
Monthly Report
July 2019



Meetings, Conferences and Business Travel Marketing

- Arranged Meetings, Conferences and Events advertisement with Hilton and Holiday Inn.
- Updated meetings information on website.



Sports Related Marketing

- Arranged advertising with Panther Sports Properties.

Events that Occurred

Date	Event	Attendance
July 7	Iowa Games Ninja Warrior <i>Discussed a grant, but didn't materialize</i>	97 athletes
July 11-14	BLAST Summer Sizzler	1,600
July 16	Northwoods League All-Star Game <i>CVSC grant</i>	1,841
July 16	Iowa State Trap Shoot <i>On-site hospitality and promotion</i>	
July 19	MAYBT Basketball Tournament <i>CVSC and CFTVB grants</i>	3,700 anticipated
July 20	Iowa Shrine Bowl Game and Parade <i>CVSC grant and assistance, CFTVB promotion</i>	4,300 anticipated
July 27	ACCEL Triathlon <i>CFTVB promotion</i>	416

CVSC – Cedar Valley Sports Commission, CFTVB – Cedar Falls Tourism and Visitors Bureau



Leisure Travel Marketing

- Boosted hosted travel writer Facebook posts, Cadry's Kitchen, vegan dining.
- Monitored, shared and created 7 posts.
- Updated Family Fun page and trail information on website
- Assisted Visitor Center walk-ins and callers.
- Processed 541 leads from Travel Iowa
- Arranged advertisement for Travel Midwest magazine.
- Arranged advertisement for Our Iowa magazine.
- Arranged advertisement for Eastern Iowa Tourism Association magazine.
- Updating content and selling advertisements for 2020 visitor guide.
- Published Weekender Newsletter with stories about Independence Day Fireworks, Pedal Fest, Passport to the Arts.
- Assisted Paired Iowans Going Somewhere (PIGS) tandem bicycle club for an overnight rally.
- Designed new Cedar Falls attractions t-shirt.
- Maintained Cedar Valley Trails website and Facebook page.
- Processed special trails event registrations.



Tourism Related Business and Organization Coordination and Collaboration

- Wrapped up UNI Orientation sessions, attended a total of 14.
- Attended Iowa Destination Marketing Alliance Board meeting in Ft. Dodge.
- Attended Experience Waterloo Board meeting.
- Cedar Falls Tourism Marketing Committee meeting.
- Published Hospitality Highlights newsletter x5 and added 30 new subscribers.



Asset Development

- Met with Wade Itzen re expanded service at Waterloo Airport



Group Tour Marketing

- Worked with various groups coming for Bands of America performance.
- Worked with groups attending Old Time Power Show.
- Worked with a Bank Club coming in December.
- Prepared advertising for Iowa Group Travel Association.



Organization of Tourism Related Events

Planning

- Attended Fondo planning meeting.
- Hosted Currents Up Close program to promote Fondo.
- Placed Iowa Public Radio advertising.
- Attended College Hill Arts Festival wrap up meeting.
- Hosted Currents Up Close program to promote ARTapalooza.
- Pedal Fest Wrap Up meeting.
- Published blog post about Fondo.
- Released 158 events on Cedar Valley 365 and promoted it's use.

Events that Occurred

Date	Event	Attendance
July 6 and 7	4 th Annual Cedar Valley Pedal Fest <i>Planning committee, administrative and marketing assistance</i>	300
July 10-13	Riverview Gospel Sing <i>IPR advertising, social media</i>	1,400
July 14, 17, 21	Cedar Valley Chamber Music Festival	122



Increase Community Support

- Attended Cedar Falls Rotary meeting.

Administrative Activities

- Community Development staff meeting x4.
- Tourism staff meeting x4.
- Hearst staff meeting x2.
- Staff evaluation.
- Art and Culture Board meeting.
- Working through contract with ZLR to place our digital advertising.
- Worked with 3 rentals at the Visitor Center.
- Trained new volunteers to work the Visitor Center over the weekend.

Respectfully Submitted,



Kim Manning, Visitors, Tourism and Cultural Programs Manager

Monthly Activity Report for Cedar Falls Tourism & Visitors Division

July	August	September	October	November	December	January	February	March	April	May	June	Totals
INCOMING CONTACT BY												
883	1,363	963	868	532	512	502	436	948	949	2,094	1,656	893
VC Walk In (Door Counter) FY20	964											11,787
VC Walk In (Door Counter) FY19	24											24
Email Website	1											1
US Mail	150											150
Phone												
HOW HEARD ABOUT US - If offered												
2												2
Friends / Family	14											14
Carriers (eg. mailings, ads, web/F Book)	8											8
Signage	3											3
Advertisements	1											1
Trade / Consumer Show												
SERVICES PROVIDED												
58												58
Attended a Meeting (Rental)	205											205
Business	0											0
Car/Car Trip Info	3											3
Hotel/ Restaurant	51											51
Relocation	0											0
School Project	1											1
Special Event	93											93
Traffic User	3											3
UNI	594											594
VC Amenities including Restroom												
ADVERTISING LEADS												
541												541
Iowa Travel Guide Website	0											0
I T A Travel Guide	NA											0
AAA Logo	NA											0
Midwest Living (Mag. of the Midwest)	7											7
Iowa Tour Guide (group leads)												
BROCHURE DISTRIBUTION												
921	0	0	0	0	0	0	0	0	0	0	0	921
Total Visitor Center Distribution	13											13
VC Mailed Out (Individual)	309											309
VC Bulk Distribution (local)	0											0
VC Bulk Distribution (Non-local)	51											51
Relocation	0											0
Welcome Bags	139											139
Total Trail Guide Requests												
WEBSITE TRAFFIC												
7,981	7,844	7,077	10,612	7,731	9,552	6,519	6,341	8,229	8,459	7,998	8,790	7,981
Users FY20	9,469											98,621
Users FY19	9,803											9,803
Sessions FY20	11,650	9,315	13,109	9,476	11,833	7,724	7,503	9,879	10,185	9,673	10,721	119,696
Things to Do												
Google												
Facebook												
CedarValley365.com Users	3,173											
SUBSCRIPTIONS												
481												481
Weekender News (consumer newsletter)	216											216
Weekender Blog	456											456
Local site (includes magazine newsletter)												
SOCIAL MEDIA FOLLOWERS												
8,757												8,757
Facebook (likes)	1,324											1,324
Instagram	3,750											3,750
Twitter	512											512
Pinterest												
VOLUNTEER INVOLVEMENT												
140												140
Board of non-profit Hours	192											192
Student Intern Hours	89											89
Family Hours - Visitor Center	20											20
Family Hours - Social Event/Ramp Station												
MISC.												
3												3
VCs Conference Room												

CEDAR FALLS
CULTURAL PROGRAMS
 Monthly Report | July 2019



PUBLIC EVENTS/PROGRAMS @ The Hearst

- July 7: Pedal Fest Ride "Grand Architecture" and live music at Pfeiffer Park
 - July 8-12: Summer Camp - Theatrics
 - July 11: Party on the Patio
 - July 16: Red Herring Readers' Theatre performance of "The Boys in the Band"
 - July 18: Party on the Patio & Friends of the Hearst Annual Meeting
 - July 20: One day oil painting workshop
 - July 22-26: Summer Camp – Art in Motion
 - July 25: Party on the Patio
 - July 25: Dazzle Hour/exhibition reception for Travis Gingerich/Parables in Clay
 - July 28: One day paper-making workshop
- *3 additional ongoing classes ran during the month of July.

HIGHLIGHTS from Heather Skeens, Cultural Programs Supervisor:

- Worked with Abby Haigh and Matthew Wilson (ACB) on web hosting and themes.
- Worked with Angie Hickok to design class check-out program for CFPL.
- Continued to work on reaching possible agreement with personal contact at Rutgers regarding exhibition of loaned artwork.
- Met with new ACB member and ACB President for on-boarding; updated new member materials for ACB.
- Met with Kim to discuss studio program, visioning committee, and new city ordinances.
- Worked with area arts organizations to coordinate collective ad buy from Little Village for arts advertising and promotions. We purchased 20 ads collectively for the next year.
- Met with UNI faculty member to discuss visiting artist program and next steps.
- Participated in monthly meeting of the Cedar Valley Arts Steering Committee (CVASC).
- Worked with CVASC sub-committee on development of 3rd Annual Cedar Valley Arts Summit, slated for March 2020.
- Coordinated public visit to UNI Public Art Incubator, attended event.
- Met with exhibiting artist Jimmy Murray about his work and possible acquisition.
- Met with Felicia Smith-Nalls (City of Waterloo) to discuss collaborations.
- Worked on annual Cultural Programs update for Committee of the Whole; provided outline for ACB review.
- Continued to work with Hearst intern on various tasks and projects, including developing specialized email lists for university/CC faculty re: programs.
- Worked with Matthew Wilson and Kendra Wohlert (ACB) on ACB Community Sponsorship Fund.
- Attended Friends of the Hearst Annual Meeting.
- Represented Cultural Programs during Currents TV program on Channel 15.

- Met with Jamie Castle to review rental property.
- Drafted various memos.
- Attended meeting with Friends and ACB members re: procedures for Annual Campaign.
- Met with potential new PAC member.
- Helped draft call-to-artists with Kelly Stern and Emily Drennan for CFPL display case.
- Gathered materials and trialed/created room-size camera obscura in the reading room for public program in August.
- Met with Dan Perry (UNI) to discuss possible public program for frame-making.
- Met with Sarah Pauls (UNI/CVASC) to discuss possible property acquisition by CVASC.
- Met with Emily Drennan and community donor to accept a work of art donation for future consideration by the Collections and Acquisitions Committee of ACB.
- Met with volunteer to design art-cart for use at ARTapalooza.
- Reviewed/amended agendas and meeting minutes for Friends, Art and Culture Board and Public Art Committee meetings.
- Attended/presented at Public Art Committee (out ill for Friends and ACB)
- Worked with Senior Services Coordinator to approve bills, dailies, timesheets, etc.
- Led weekly staff meetings.

HIGHLIGHTS from Lea Stewart, Senior Services Coordinator:

- Researched possible professional development opportunities.
- Prepared multiple mailings for shows and programs and delivered to PO.
- Designed and printed a new accounts number sheet for FY20.
- Gathered and formatted the list of new and renewing members for the brochure.
- Provided up to date tax exempt forms to requesting vendors/businesses.
- Followed up about tax refunds on p-card purchases.
- Updated budget account numbers in weekly deposit sheets.
- Presented registration and membership reports at weekly staff meetings.
- Assisted staff members with preparing reimbursement and check request forms.
- Trained new Ceramics Lab Technician on front desk procedures.
- Worked with CLT on streamlining the independent study program.
- Called lapsed ceramics independent study members and some on waitlist.
- Prepared end of fiscal year reports for Friends group and Public Art Committee.
- Estimated future postage needs and prepared mailing lists for marketing products.
- Helped check in, register, and change registrations for summer campers.
- Purchased and maintained stock of office supplies.
- Processed weekly deposits for the Hearst front desk and Friends group checks.
- Handled gift shop transactions and answered customer questions about merchandise.
- Answered questions on the phone and in person about upcoming events & classes.
- Greeted visitors and gave directions to other area attractions.
- Entered council bills, P-card transactions and payroll.
- Processed vendor payments and reimbursement requests.
- Generated invoices and processed payments for North Star.
- Generated reports from AS-400 for staff members as requested.
- Recorded Friends donations and membership dues in Past Perfect.

- Updated the past year comparison report of Friends Memberships.
- Updated the financial report for the Public Art Committee meeting.
- Completed program registrations both in person and over the phone for classes.
- Entered rental contracts into MaxGalaxy and processed payments.
- Made weekly reports on the status of membership and class enrollment.

HIGHLIGHTS from Emily Drennan, Curator and Registrar:

- Arrange for climate-controlled shipping for works traveling from New York.
- Coordinate annual cleaning of public art works in the city with students from UNI, staff, and Park Division.
- Prepare invoices for processing.
- Deinstall works in *J.Murray: Color Poem Collages 2000-2018* and prepare them for transport. Meet with the artist to finalize sales.
- Patch and paint Dresser-Robinson Gallery and install *The Mask of Lincoln* from the permanent collection; adjust lighting and hang labels/signage.
- Deinstall works in *COLLABORATIONS: First Fifty 2019* and prepare them for pick up by area artists. Prepare return receipts for each work.
- Work with exhibiting artist Travis Gingerich to install ceramic works in the former gift shop at the Hearst as *Parables in Clay*. Develop lighting, labels and signage.
- Patch and paint Dahl-Thomas Gallery.
- Develop layout for works in *Formal/Informal: Innovations in Portraiture*, a selection of works on loan from the Syracuse University Art Collection. Install the exhibition, adjust lighting, develop signage to be fabricated; install. Prepare for the public reception and adjust lighting for musical entertainment.
- Meet with Cedar Falls Public Library Director Kelly Stern, Friends of the Library Board member Gretchen Behm, and Cultural Programs Supervisor Heather Skeens to review program guidelines and processes for an artist RFP.
- Prepare for and attend a Dazzle Hour event for *Parables in Clay*; reset area.
- Prepare for Collections Committee of the Cedar Falls Art & Culture Board; announce postponement due to expected attendance.
- Work with the Marketing Assistant to plan for materials related to upcoming exhibitions.
- Maintain clean walls and functioning track lights during public hours of exhibitions.
- Work with the Cultural Programs Supervisor on current and upcoming projects and related events.
- Attend weekly staff meetings.



HIGHLIGHTS from Sheri Huber-Otting, Programs Coordinator:

- Coordinated the following public events: Pedal Fest Grand Architecture ride and music performance at Pfeiffer Park event; Red Herring Readers Theatre ; three separate Party on the Patio events with guest musicians, Dazzle Hour with Travis Gingerich,
- Helped organize and set up for the Friends of the Hearst Annual Meeting.
- Organized and attended the Hearst Photo Club Meeting.
- Helped with Movies Under the Moon set up and scheduling volunteers.
- Met with Karen Chase about Amy Clampitt event, scheduled for 2020.
- Attended off-site Pedal Fest planning meetings.
- Passport to the Arts continued in July.
- Spent approx. 7 hours setting up for rentals, meetings, receptions, and events in July.
- There was 1 rental in July.
- Wrote up 3 rental contracts
- Had 7 volunteers help out for a total of 23 hours in July.
- Reviewed materials for upcoming events in August and beyond.
- Attended weekly staff meetings.
- Secured food and snacks for 5 events.

- Worked on tintype process for a workshop in August.
- Prepared 2 fiscal year ending reports for Hearst Supervisor.
- Worked more on fall and winter brochure events especially music in Mae Latta.
- Worked with partners on the Passport to the Arts initiative.
- Worked on the Hearst August Birthday Celebration-ordering materials.
- Sent thank you letters to homeowners and volunteers for the Pedal Fest event.

HIGHLIGHTS from Angie Hickok, Education Coordinator:

- Scheduled and provided outreach at College Farmer's Market.
- Scheduled and provided outreach at BBQloo.
- Scheduled and provided face painting at Tri Co. Head Start Family Night
- Held one art themed birthday party and two week-long summer camps.
- Developed and instructed one Community Center C.A.F.E. Painting Workshop
- Attended Art and Culture Board meeting and took minutes, distributed packet materials.
- Attended weekly staff meetings.
- Communicated the need for availability for summer to schedule open shifts, outreach events and upcoming instructor staff meeting dates/times.
- Scheduled staff to classes, workshops etc.
- Supervised the organization of and supply of materials of classrooms by Ed Assistant.
- Supervised and delegated duties to Ed Assistant: ordering supplies, organizing classrooms, leading classes, and scheduling outreach CAFÉ programs.
- Supervised and delegated duties to Ceramic Lab Tech: ordering supplies, organizing ceramic lab, leading classes, and scheduling, professional development.
- Scheduled instructors for two North Star workshops
- Lead sessions of camps, lesson planned, etc.
- Partnered with Green Iowa AmeriCorps for our summer camps.
- Coordinated with CF Rec Center for three field-trips. Completed art activities.
- Found instructors for a new offering at ARTapalooza: art cart- cyanotype activity.
- Coordinated to offer face painting at Scheel's- UNI Tailgating party.
- Set up for and tore down for ukulele workshop- 4 sessions.
- Assisted with set up of Parties on the Patio.
- Coordinated and partnered with Waterloo Center for the Arts to offer a studio tour.

HIGHLIGHTS from Abby Haigh, Marketing Assistant

- Worked with graphic designer on projects: Fall 2019 brochure, Formal/Informal pc, vinyl, and labels, Travis Gingerich pc, vinyl, pricelist and poster, The Mask of Lincoln pc, vinyl and gallery guides, Friends of the Hearst Annual Meeting pc, James Hearst Poetry bookmarks and Final Thursday Reading Series poster.
- Worked with Karen's Print – Formal/Informal, Travis Gingerich: Parables in Clay and Friends of the Hearst Annual Meeting postcards. Worked with Modern Postcard on The Mask of Lincoln postcard.
- Worked with Leverage for fall 2019 brochure.
- Submitted fall events/exhibitions/education to the CF Tourism Calendar/365 calendar.

- Errands: Signs and Designs (exhibition vinyl and labels), Karen's Print (exhibition postcards), Cedar Falls Public Library (deliver fall 2019 brochure), Cedar Falls Tourism (deliver fall 2019 brochure), and City Hall (deliver fall 2019 brochure and mail).
- Mail Chimp: created content/graphics /sent/added email subscriptions for Dazzle Hour and August E-News.
- Continued to fill in at the front desk for lunch breaks, absences, breaks, take mail to city hall and mailings to post office.
- Went UNI Kamerick Art Building to take photos of the new sculpture piece to be installed downtown Main St. by the Public Art Incubator on 7/10.
- Recorded radio interview with KXEL Morning News on 7/18.
- Meeting with Sydney Schoentag about new Hearst website (Dreamweaver training) 7/25
- Sent Communications Specialist for City of Cedar Falls Hearst info/photos for City of Cedar Falls blog and social media postings.
- Gift Shop and Supply Inventory for City Inventory FY 19 Spot check on 7/10.
- Gift Shop: continued additional markdowns and researched Hearst branding products.
- Created content/graphics/posts for all social media.
- Friends Website: Updated index, events, exhibition and education pages.
City Website: Updated holiday hours and Fall 2019 brochure.

Respectfully submitted,



Heather Skeens, Cultural Programs Supervisor
Hearst Center for the Arts

Hearst Center for the Arts Activity Report - Cultural Division FY20

	July FY19	July FY18	Aug. FY19	Aug. FY19	September	October	November	December
ATTENDANCE								
# of Days Open to Public	27	27						
Door Counter	2420	2579						
Sculpture Garden (est.)	375	375						
Average visits per day	103.52	109.41						
VISIT PURPOSE								
Exhibition (walk-in)	365	313						
Exhibition Receptions	0	141						
Meetings	34	40						
Youth Classes	0	64						
Adult Classes	174	59						
Messy Mornings	0	0						
Camps	909	918						
Birthday Parties	34	65						
Workshops	26	17						
Tours	90	89						
Rentals	35	134						
Ceramics Lab	40	18						
Public Programs	228	151						
Thursday Painters	86	99						
Volunteers / # of hours	23-Jul	13/22.75						
Other	134	577						
SERVICES OFFERED								
Youth Classes	0	3						
Adult Classes	10	13						
Rentals (inc. recitals, etc.)	1	3						
Community Group Mtgs	2	11						
Messy Mornings	0	0						
Camps	10	10						
Birthday Parties	1	2						
Workshops	3	1						
Tours	3	3						
Public Programs	4	6						
Thursday Painters	4	4						
Exhibition Receptions	0	1						
DIGITAL TRAFFIC								
E-News Subscriptions	1165	1305						
Facebook Views	20773	23142						
Facebook Followers	1974	1643						
Facebook Event Listings	8	6						
OFFSITE SERVICES								
Offsite Educ. Encounters	206	152						
Offsite Educ. Programs	4	4						
Community Committee Mtg	2	2						
MEMBERSHIPS								
Total Friends Memberships	227	182						
New/Renewed this month	6	0						
PRESS								
Newspaper	0	1						
Radio interviews, ads	1	1						
Press Releases	2	1						
Ads, other (FB ads, etc.)	0	2						

**ENGINEERING DIVISION
PROJECT MONTHLY REPORT - July 2019**

<i>Project</i>	<i>Description</i>	<i>Status</i>	<i>Budget</i>	<i>Contractor/ Developer</i>
W. 20th Street Bridge Replacement	Box Culvert	Final Out Remains	\$850,000	Engineering Division PCI
2019 Bridge Maintenance Project	Bridge Maintenance	Design	\$310,000	Engineering Division Foth
Campus Street Box Culvert	Box Culvert	Contracts	\$320,000	Engineering Division PCI
Walnut Street Box Culvert	Box Culvert	Contracts	\$750,000	Engineering Division TBD
Cedar Heights Drive Reconstruction	Street Repair	Design	\$6,000,000	Snyder
Cedar River Whitewater Recreation	Recreation	RFP for Consultant	\$50,000	Engineering Division
Downtown Levee Improvements	Flood Protection Raise Levee to 500 Year	Construction Underway	\$11,800,000	Engineering Division AECOM / IBC
Dry Run Creek Sanitary Sewer Phase II	Sanitary Sewer	Final Out Remains	\$3,800,000	Engineering Division SM Hentges
2019 Permeable Alley	Storm Water	Construction Underway	\$260,000	Engineering Division Bentons
Center Street Trail	Trails	Construction Underway	\$450,000	Engineering Division Cunningham Construction
2018 Street Construction	Street Repair	Punch List Remains	\$4,700,000	Engineering Division PCI
2019 Street Construction	Street Repair	Construction Underway	\$4,800,000	Engineering Division PCI
Greenhill Road Extension	New Street Construction	Final Out Remains	\$5,100,000	Engineering Division AECOM
Highway 58 Corridor Study	Study and Design Greenhill Road to HWY 20	Construction Underway	\$2,500,000	IDOT/AECOM Engineering Division
University Avenue - Phase I	Reconstruction	Final Out Remains	\$14,500,000	Engineering Division Foth Cunningham
University Avenue - Phase II	Reconstruction	Final Out Remains	\$13,632,000	Engineering Division Foth
University Avenue - Phase III	Reconstruction	Final Out Remains	\$3,500,000	Engineering Division Foth
W. 1st Street Reconstruction	Reconstruction	Final Design	\$6,500,000	Engineering Division Snyder & Associates

**ENGINEERING DIVISION
SUBDIVISION MONTHLY REPORT - July 2019**

<i>Project</i>	<i>Description</i>	<i>Status</i>	<i>Budget</i>	<i>Contractor/ Developer</i>
Autumn Ridge 8th Addition	New Subdivision	Acceptance of Improvements Remain	-----	BNKD Inc. Shoff Engineering
Autumn Villages Phase II & III	New Subdivision	Approved	-----	CGA
Gateway Business Park	New Subdivision	Construction Underway	-----	Shive Hattery Baker Construction
Greenhill Village Townhomes II	New Subdivision	Under Review	-----	CGA
McMahill Plat	New Subdivision	Final Out Remains	-----	Cedar Falls Schools Hall and Hall
Panther West II - 1st Addition	New Subdivision	Preliminary Plat	-----	CGA
Park Ridge Estates	New Subdivision	Construction Underway	-----	Brian Wingert CGA
Pheasant Hollow 7th Addition	New Subdivision	Preliminary Plat	-----	CGA
Prairie Winds 4th Addition	New Subdivision	Construction Underway	-----	Brian Wingert CGA
Prairie Winds 5th Addition	New Subdivision	Under Review	-----	Brian Wingert
River Place Addition	New Subdivision	Construction Underway	-----	Kittrell/AECOM
Sands Addition	New Subdivision	Construction Underway	-----	Jim Sands/VJ
The Arbors Fourth Addition	New Subdivision	Under Review	-----	Skogman/CGA
The Terraces at West Glen, New	New Subdivision	Under Review	-----	New Aldaya/Fehr Graham

**ENGINEERING DIVISION
COMMERCIAL CONSTRUCTION MONTHLY REPORT - July 2019**

<i>Project</i>	<i>Description</i>	<i>SWPPP Status</i>	<i>Detention Calcs Status</i>	<i>Developer/ Engineer</i>	<i>Project Status</i>
200 West 1st Street	200 W. 1st Street	Approved	Approved	Arabella, LLC	Active
422 Main St Driveway Relocation	422 Main St	Approved	-----	Fehr Graham Engineering	Completed
918 Viking Road	918 Viking Road	Under Review	Approved	Dahlstrom/CGA	Active
924 Viking Road	924 Viking Road	Approved	Approved	Dahlstrom/CGA	Active
Air King Filtration	2800 Technology	Under Review	Under Review	VJ Engineering	Active
Airgas Parking Lot Addition	407 Performance Drive	Approved	-----	Cardinal Construction	Active
Aldrich Elementary School	2526 Ashworth Drive	Approved	Approved	Larson Construction	Active
Ashley Furniture	2615 Capital Way	Approved	Approved	Claassen Engineering	Completed
Bethany Bible Church	4507 Rownd Street	Seed Stabilization	Approved	VJ Engineering	Completed
Brookside Veterinary Hospital	9305 University Avenue	Approved	-----	Magee Construction Company	Completed
Buckeye Corrugated	2900 Capital Way	Approved	Approved	Fehr Graham Engineering	Active
Cedar Falls Lutheran Home for Aged	7501 University Avenue 1A & 2B	Approved	-----	Peters Construction	Completed
Cedar Valley Chamber of Commerce	310 E 4th Street	Approved	-----	Koch Construction	Completed, Final stabilization in
Cedar Valley Veterinary Clinic	1703 State Street	Approved	Approved	Lehman Trucking & Excavating	Completed
Cedarloo Park Parking Lot	4418 University Avenue	Approved	-----	City of Cedar Falls	?
CFU Building Addition	1 Utility Parkway	Approved		Peters Construction	Active
City of Cedar Falls	3626 W. 12th Street	Approved	-----	Peters Construction	Completed
College Square Apartments	925 Maplewood Drive	Seed Stabilization	Approved	Confluence	Completed
Community Foundation	3117 Greenhill Circle	Seed Stabilization	Approved	Peters Construction	Completed
Community Motors	4617 University Avenue	Seed Stabilization	Approved	Helland Engineering	Completed
Deere and Company	6725 Cedar Heights Drive	Seed Stabilization	-----	Peters Construction	Completed
Fager Properties LLC	3123 Big Woods Road	Approved	-----	Fager Construction	Active
Fareway Stores	4500 S. Main Street	Approved	Approved	Fareway Stores/ Snyder & Associates, Inc.	Hydro mulched, Need final stabilization
Great Wall Reconstruction	2125 College Street	Approved	Approved	Peters Construction	Completed
Greenhill Commercial	4505 Algonquin Drive	Approved	Approved	High Properties	Active
Greenhill Fountains - Ph. II	5307 Caraway Lane	Approved	Approved	Hall & Hall	Active
Hampton Inn	101 W. 1st Street	Approved	Approved	VJ Engineering	Active
Hanna Park Lot 5	Under Construction	Approved	Approved	Shoff Engineering	Active
Hennessey Dentistry (Building)	9219 University Avenue	Approved	Approved	VJ Engineering	Active
Henry Property (Fleet Farm Store)	Ridgeway Ave.	Approved	Under Review	Henry Property/Bayer Baker	Active
Hertz Farm Building Renovation	6314 Chancellor Drive	Approved	Approved	Peters Construction	Active
Hilton Garden Addition	5540 Nordic Drive	Approved	Approved	VJ Engineering	Active
Holiday Inn	7400 Hudson Rd	Approved	Approved	Shive Hattery	Active
Immanuel Lutheran Church	4820 Oster Pkwy	Under Review	Under Review	ISG	Hold by Planning
Jacobson Parking Areas	411 Clay Street	Approved	Approved	Peters Construction	Completed
JC Enterprises Building Addition	1910 Center Street	Approved	-----	JC Enterprises	Completed
JC Enterprises Parking Lot	1910 Center Street	Approved	-----	JC Enterprises	Completed
John Deere PEC	John Deere PEC	Under Construction	Approved	John Deere/Bolten Menk	Active
Kohl's Parking Lot	5911 University Ave. Suite	Approved	-----	Kimley Horn & Associates, Inc.	Completed
Lot 5 West Viking Road	3201 Venture Way	Approved	Approved	Skogman/CGA	Active
Martin Bros. Marketing Center (Building Addition & Parking)	6623 Chancellor Drive	Approved	Approved	Fehr Graham Engineering	Active

**ENGINEERING DIVISION
COMMERCIAL CONSTRUCTION MONTHLY REPORT - July 2019**

<i>Project</i>	<i>Description</i>	<i>SWPPP Status</i>	<i>Detention Calcs Status</i>	<i>Developer/ Engineer</i>	<i>Project Status</i>
N. Cedar Elementary School		Approved	Approved	Brain Engineering	
North Elementary School	2419 Fern Avenue	Approved	-----	Cardinal Construction	Active
Orchard Elementary	3909 Rownd Street	Approved	Approved	Brain Engineering	Active
Owen5 Construction Facility	Lot 16 Northern CF	Under Review	Under Review	ISG	Hold by Planning
Panther Office Addition	616 Clay Street	Approved	-----	Dollys Rental	Active
Panther Travel Center/Dairy	1525 W Ridgeway	Under Review	Approved	Fehr Graham Engineering	Active
Public Safety Building	4600 S. Main Street	Approved	Approved	CGA/Peters Construction	Active
Rabo Agrifinance	1402 Technology Pkwy.	Approved	Under Review	Fehr Graham Engineering	Active
Raising Cane's	201 Viking Plaza Drive	Approved	-----	Cheever Construction/CGA	Active
Redeemer Church	815 Orchard Drive	Approved	Approved	VJ Engineering	Active
River Place MU II	122 E. 2nd Street	Approved	Approved	AECOM	Active
Slumberland (Building Addition)	6607 University Avenue	Approved	Approved	Fehr Graham Engineering	Completed
Standard Distributing Co.	317 Savannah Park Road	Approved	Approved	Casady Engineering, Inc.	Active
Standard Distribution	1225 Rail Way	Approved	Approved	Fred Rose, LLC	Active
State Street Mixed Use LC	200 E. 2nd Street	Approved	-----	Benton Sand & Gravel Inc.	Active

**DEPARTMENT OF PUBLIC WORKS
OPERATIONS & MAINTENANCE DIVISION
PARK/CEMETERY/GOLF SECTION
MONTHLY REPORT FOR JULY 2019**

PARK

- Performed routine cleanup duties at Paw Park.
- Performed routine restroom stocking and shelter cleanup duties.
- Performed routine playground inspections & repairs.
- Installed limestone edging at Vets Park.
- Power washed trail on Greenhill rd.
- Installed last dock at Island Park.
- Repaired shelter post at Island Park damaged from flood.
- Fixed the water fountain at Orchard Park.
- Cleaned planting beds and bio-cells on city properties.
- Continued weeding and re-mulching planting beds on city property.
- Planted new plants at several city facilities and parks.
- Picked up down limbs on mowing routes.
- Routine mowing of city properties.
- Broom rec. trails.
- Put up sign and siding on the restroom at Place to Play Park.
- Painted siding at Place to Play Park.
- Trimmed trees and weeds along Rec. trails.
- Continuing to apply wood chips to playgrounds in parks.
- Delivered 20 garbage cans to Aquatic Center.
- Installed sign at Neighbors Park.
- Delivered 6 tables to the beach house.
- Hauled sand from Island Park.
- Dug retention area at Island Park.
- Mowed and trimmed remainder of Island Park.
- Delivered 10 tables to 2nd/State st
- Moved Crates into storage for Hearst Center
- Removed construction fence at Peter Melendy Park
- Installed new lock at 606 Union Rd.
- Dirt work around restroom at Place to Play.
- Fixed doors at Gateway Park Restroom.
- Picked up trail closed signs and fencing.

ARBORIST

- Ash tree removals. (64 total)
- Other tree removals. (10 total)
- Picking up down limbs around town for storm.
- Trimmed trees in ROW. (21)

CEMETERY STAFF

- Performed regular grave openings/closings and assistance with funerals. (15 total)
- Picked up down limbs and sticks.
- Routine mowing and trimming
- Removed July 4th flowers.

**DEPARTMENT OF PUBLIC WORKS
OPERATIONS & MAINTENANCE DIVISION
REFUSE SECTION
MONTHLY REPORT FOR JULY 2019**

RESIDENTIAL SOLID WASTE COLLECTION

The automated units collected a total of 672.91 tons of solid waste during the month of July. The 135 loads required 366.00 man-hours to complete, equating to 1.84 tons per man-hour. The automated units used 1,458.25 gallons of low sulfur diesel fuel during the month.

PARKS GARBAGE ROUTE

The automated park garbage truck collected a total of 3.30 tons of solid waste during the month. The 9 loads required 72.00 man-hours to complete, equating to 0.05 tons per man-hour. The automated unit used 78.89 gallons of low sulfur diesel fuel during the month.

CONTAINER ROUTE

The container route crew collected Twenty-two (22) loads of refuse for the month. The containers totaled 37.52 tons and required 118.00 man-hours to complete. This operation yielded 0.32 tons per man-hour. The semi-automated collection totaled 15.51 tons and required 57.00 man-hours to complete. This operation yielded 0.27 tons per man-hour.

The total number of July container dumps was 823. Seventeen percent (17.25%) or 142 of these dumps, were for non-revenue bearing accounts.

The container route truck used 392.41 gallons of low sulfur diesel fuel during the month.

LARGE ITEM COLLECTION

Refuse personnel made 151 large item stops during the month and collected 10.79 tons. This required 47.00 man-hours to complete and equates to 0.23 tons per man-hour. Thirty-two (32) Appliances and Four (4) Televisions were collected this month.

RESIDENTIAL YARD WASTE COLLECTION

Refuse crews collected 135.84 tons of yard waste curbside this month. The 43 loads required 144.00 man-hours to complete, equating to 0.96 tons per man-hour.

There are currently 7,856 yard waste accounts throughout the city.

3,528 yard waste carts were picked up this month.

The Automated yard waste collection trucks used 393.47 gallons of low sulfur diesel fuel during the month.

TRANSFER STATION SOLID WASTE

The Transfer Station's trucks hauled 76 loads of solid waste to the Black Hawk County Landfill totaling 1,075.36 tons.

The Transfer Station accepted 335.33 tons of commercial and residential solid waste this month.

336 appliances, 355 tires, 91 television sets, and 37 computer monitors were received at the Transfer Station for the month.

Two (2) Bag Tags were purchased this month.

The Transfer Station's trucks used a total of 615.77 gallons of low sulfur diesel fuel during the month.

TRANSFER STATION YARD WASTE

The Transfer Station's did not haul any loads of yard waste to the Black Hawk County Landfill. All loads were taken to the Compost Facility.

The Transfer Station accepted 1.82 tons of commercial and residential yard waste this month.

Refuse crews hauled 136.03 tons of yard waste to the Compost Facility this month.

RECYCLING CENTER (Drop off site located at 1524 State Street)

The recycling center received the following approximate quantities during the month of July:

Tin (Baled)	3.02 tons
Plastic (non-baled)	0.00 tons
Plastic (Baled)	19.26 tons
Cardboard (non-baled)	0.00 tons
Cardboard (Baled)	69.24 tons
Newspaper/Magazines (non-baled)	0.00 tons
Newspaper/Magazines (Baled)	31.71 tons
Phone Books	
Books/Flyers	
Office Paper	6.27 tons
Plastic Bags	0.91 tons
Styrofoam	1.12 tons
Other Items Recycled for the month	
Appliances	20.89 tons
E-Waste	3.46 tons
Glass	101.27 tons
Scrap Metal	30.77 tons
Shingles	13.88 tons
Tires	2.84 tons

Revenue generated by the Recycling Center for July was \$864.85.

UNI RECYCLING SUBSTATION

The UNI Recycling Substation received the following quantities of recyclables for the month of July.

Plastics #1-7	3.71 tons
Cardboard	10.17 tons
Newspaper	4.91 tons
Tin	1.13 tons
Glass	2.14 tons
Plastic Bags	0.53 tons
Office Paper	2.16 tons
Styrofoam	0.15 tons
Total	24.90 tons

FAREWAY RECYCLING SUBSTATION

The Fareway Recycling Substation received the following quantities of recyclables for the month of July.

Plastic #1-7	7.63 tons
Cardboard	16.55 tons
Newspaper	8.16 tons
Tin	0.82 tons
Glass	0.00 tons
Total	33.16 tons

GREENHILL VILLAGE RECYCLING SUBSTATION

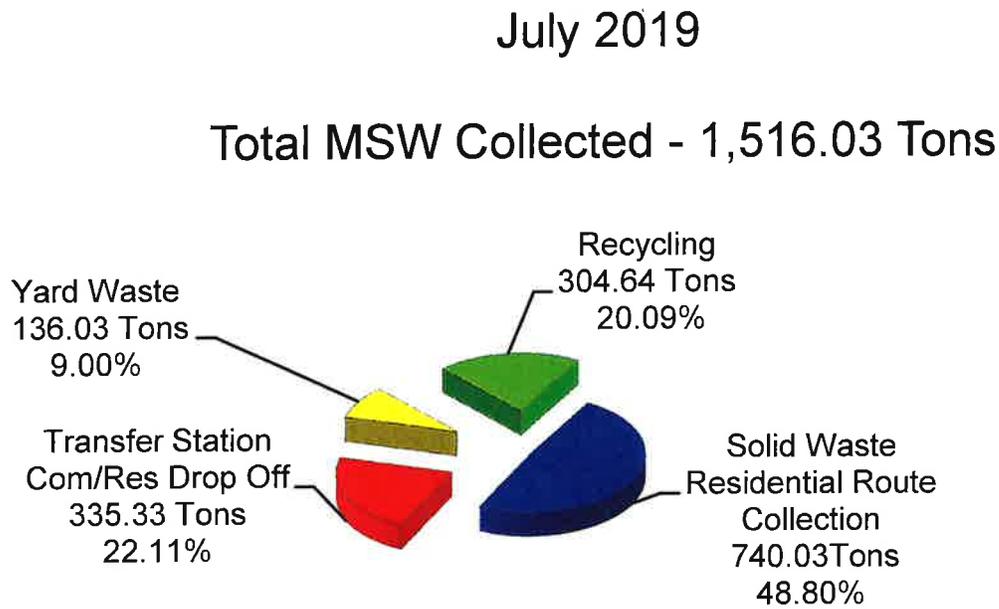
The Greenhill Village Recycling Substation received the following quantities of recyclables for the month of July.

Plastic #1-7:	3.74 tons
Cardboard	19.27 tons
Newspaper	7.05 tons
Office Paper	1.06 tons
Plastic Bags	0.00 tons
Tin	0.53 tons
Glass	3.05 tons
Styrofoam	0.36 tons
Total	35.06 tons

MONTHLY TOTALS

Municipal Solid Waste figures for the City of Cedar Falls:

The total waste collected by the City of Cedar Falls and hauled to the Black Hawk County Landfill, and to City Carton including Solid Waste, Yard Waste, and Recycling was 1,516.03 tons. The following pie chart is a representation of the Municipal Solid Waste figures for the month of July 2019 for the City of Cedar Falls.



MISCELLANEOUS TASKS

Refuse and yard waste carts were exchanged and repaired as needed.

Equipment was cleaned on a weekly basis.

**DEPARTMENT OF PUBLIC WORKS
OPERATIONS & MAINTENANCE DIVISION
STREET SECTION
MONTHLY REPORT FOR JULY 2019**

COMPOST FACILITY

- The seasonal compost facility was randomly monitored on a daily basis ID's were checked.
- Unacceptable & undesirable materials dropped off by residents were removed whenever encountered.

OUTSIDE SECTION ASSISTANCE

- Provided assistance in the fleet maintenance facility.
- Installed sidewalk at Place to Play Park.
- Assisted with solid waste and yard waste collection.
- Assisted with E.A.B. removal.

CEDAR RIVER

- The river level was monitored and normal operational procedures for the dam gates were followed during fluctuating water levels.
- Dam Gate 1 has a broken piece of steel that the guide rollers sit on which was not allowing Gate 1 to close. We were able to get the steel pushed over to get the gate to go by the broken area and get the gate closed.

STREET & ALLEY MAINTENANCE

- Streets were swept on a routine basis throughout the month
- Potholes were filled with asphalt hot mix or with the Dura-Patch spray patch machine.
- Alleys & road shoulders were graded as needed during the month.
- Continued annual crack routing & crack sealing activities.
- Union Rd. was repaired with hot mix asphalt and spray.
- Shoulders were mowed as needed during the month.
- Installed new cross walks at the corners of Meadowlark Ln and Eric Rd, Ironwood and Eric Rd, and Applewood and Eric Rd.

SANITARY & STORM SEWER MAINTENANCE

- Cleaned catch basin lids of debris.
- Repaired a catch basin at 2027 Boxwood.
- Repaired sub drain tile at Nordic Dr. and Commerce Dr.
- Excavated and man-hole at 4th & Tremont St. for inspection.
- Repaired a catch basin at 409 Division St.

MISCELLANEOUS TASKS

- Hauled aerial lift to multiple locations for Cable TV Department.
- Received our trench shoring materials and had instruction with staff on operation and care.

SPECIAL EVENTS:

Traffic control materials were placed & retrieved for the following events

- Delivered traffic control for Live to 9 events on 2nd St and State St.
- Delivered traffic control to Lone Tree Rd and Center St and Big Woods Rd and Dunkerton Rd for Accel Triathlon.
- Delivered traffic control for College Hill Farmers Market.
- Delivered snow fence and posts to the skate park for an event.
- Delivered traffic control to 8th St and Hearth Dr. for a block party.
- Delivered traffic control for Shriners Parade.

**DEPARTMENT OF PUBLIC WORKS
OPERATIONS & MAINTENANCE DIVISION
TRAFFIC OPERATIONS SECTION
MONTHLY REPORT FOR JULY 2019**

- 74 traffic control signs were repaired.
- Made 10 labels for vehicle maintenance.
- Fabricated 3 signs for various applications.
- Traffic operations completed 32 One Call utility locates.
- Completed 16 minor repairs or upgrades to different signalized intersections.
- Traffic personnel assisted building maintenance with 3 minor tasks.
- Responded to 2 outdoor emergency siren trouble calls, repairs were made and tested for normal operation.
- Delivered building supplies and completed recycling task at city facilities.
- Traffic Operations responded to a signal in flash call at 18th and Main St, repairs were made and returned to normal operation.
- Traffic operations continued annual task of roadway and parking lot painting. This month all yellow and white long lines were completed.
- Traffic personal installed the electrical meter and made terminations at the Place to Play bathroom.
- Installed a new radar detection system at 31st and Hudson Rd, due to the old detection failing.
- Traffic Operations completed the signage of Phase 1 of the downtown district parking change. 80 new signs were installed and over 100 were removed.
- Traffic operations also coordinated the painting of 31 new parking stalls as part of the Phase 1 parking upgrades.

**DEPARTMENT OF PUBLIC WORKS
OPERATIONS & MAINTENANCE DIVISION
FLEET MAINTENANCE SECTION
MONTHLY REPORT FOR JULY 2019**

The Fleet Maintenance Section processed 145 work orders during the month of July 4 of them were either sent out or done by staff from other sections.

1,399 transactions were recorded through the City's fuel dispensing sites. The Usage was as follows:

7,882.278 Gallons of Ethanol

9,410.903 Gallons of low sulfur diesel fuel

The total amount of fuel pumped for the month of July was 17,293.181 Gallons.

Routine service and repairs were conducted throughout the month on the City's fleet. Following is a list of significant repairs performed on equipment.

Street Section

202: Rotated tires.

20173: Checked charging system and replaced battery.

20161: Replaced trailer connector for lights.

20202: Replaced suction hose from blower to debris body.

230: Replaced window track on door.

231: Replaced front and rear brakes.

237: Replaced shift tube assembly.

238: Replaced faulty alternator.

241: Replaced front brake chamber.

265: Replaced steering gear.

288: Replaced alternator and fuel pump.

Refuse Section

320: Replaced a/c dryer, expansion valve and lines.

340: Replaced rear brakes.

341: Replaced treadle valve and steel hydraulic tube.

342: Replaced a/c compressor, dryer and flushed system.

348: Replaced blown hydraulic hose on route and replaced rear brakes.

351: Replaced pack panel hydraulic hose and driveshaft carrier bearing.

370: Replaced starter.

Water Reclamation

403: Replaced all four brakes.

Parks/Cemetery/Rec Section

2102: Under coated, spray in bed liner and new vehicle setup.
2104: Replaced blower motor resistor and wiring pigtail.
Misc. Sharpened blades, serviced.
2131: Installed new D rings for mower.
2162: Replaced mower deck gear box.
2185: Cleaned a/c system out and then charged system.
2186: Annual boom inspection preformed.
2194: Removed polar trac kit and made back into mower.
2196: Flipped knives on chipper drum.
2302: Replaced fuel straps and front and rear brakes.
2362: Replaced ignition switch.

Fire Division

FD502: Replaced foam sensor, rear leaf spring packs and a/c compressor wiring.
FD541: Replaced battery after charging system checked out.

Police Division

PD00: Cleaned up graffiti on radar trailer.
PD03: Replaced inner tie rod and boot cover and aligned car.
PD16: Replaced catalytic converter under warranty.
PD22: Replaced all tires.
PD23: Replaced ignition switch.

Community Development

122: Replaced front ABS sensors and replaced TPMS sensor.
129: Replaced power steering hose and topped of system.
514: Replaced EGR with new.

**DEPARTMENT OF PUBLIC WORKS
OPERATIONS & MAINTENANCE DIVISION
PUBLIC BUILDINGS
MONTHLY REPORT FOR JULY 2019**

AQUATIC CENTER

- Delivered janitorial supplies.
- Repaired stool in men's locker room.
- Replaced two shower valves.
- Sidewalk repairs were completed by contractor.

CITY HALL

- Completed cleaning inspections of facility.
- Completed pest control services.
- Completed recycling services.
- Replaced dirty HVAC filters.
- Tested emergency generator.
- Tested elevator fire operation.
- Replaced bad light ballasts.
- Replaced bad light bulbs.
- Adjusted thermostat settings as needed.
- Delivered janitorial supplies.
- Janitorial contractor completed deep cleaning of PD area.
- Secured corridor to locker rooms.
- Sidewalk repairs were completed by contractor.

COMMUNITY CENTER

- Completed cleaning inspections of facility.
- Completed pest control services.
- Replaced dirty HVAC filters.
- Replaced bad light bulbs and ballasts.
- Delivered janitorial supplies.
- Sidewalk repairs were completed by contractor.

HEARST CENTER

- Completed cleaning inspections of facility.
- Completed recycling services.
- Replaced dirty HVAC filters.
- Replaced bad light bulbs and ballasts.
- Delivered janitorial supplies.
- Sidewalk repairs were completed by contractor.

LIBRARY

- Completed cleaning inspections of facility.
- Completed recycling services.
- Completed pest control services.
- Tested elevator fire operation.
- Reviewed building automation systems to verify proper operation of systems. Adjusted temps for spring/summer settings.
- Replaced light bulbs.
- Replaced light ballasts.
- Replaced dirty HVAC filters.
- Sidewalk and parking lot repairs were completed by contractor.
- Removed chairs and old equipment and disposed of.

PUBLIC SAFETY

- Moved and installed SCBA machine and mounted hose reel.
- Made and mounted key board for patrol car keys.
- Installed shower rods and curtains.
- Moved file cabinets and other items from City Hall.
- Moved cardio equipment to basement.
- Removed shelving from evidence storage room and installed in Sally Port for PSO fire bags.
- Installed venting for dryers.
- Worked with contractor to rekey locks that were not keyed correctly.
- Completed many miscellaneous tasks related to moving and set up of new building.

PUBLIC WORKS

- Completed cleaning inspections of facility.
- Completed recycling services.
- Repaired drinking fountain.
- Repaired urinal.
- Completed pest control services.
- Tested emergency generator.
- Replaced dirty HVAC filters.
- Reviewed building automation systems to verify proper operation of systems.
- Replaced bad light bulbs.
- Replaced bad light ballasts.
- Delivered janitorial supplies.
- Cleaned restrooms at 1500 Bluff and restocked supplies.

RECREATION CENTER

- Completed cleaning inspections of facility.
- Completed recycling services.
- Completed pest control services.
- Reviewed building automation systems to verify proper operation of systems and schedules.
- Replaced bad light bulbs and ballasts.
- Removed salt containers and shovels.
- Sidewalk repairs were completed by contractor.

TRAFFIC OPERATIONS

- Assisted with signage repair and locates.
- Pavement markings/Line stripping.

VISITORS CENTER

- Completed cleaning inspection of facility.
- Completed pest control services.
- Completed recycling services.
- Replaced bad light bulbs.
- Delivered janitorial supplies.

DEPARTMENT OF PUBLIC WORKS
WATER RECLAMATION / SEWER DIVISION
MONTHLY REPORT - JULY 2019

PLANT OPERATIONS

Plant performance was good for July, meeting all required operating limits.

PROJECTS

A large pipe at the head of the plant developed a hole which revealed some corrosion that needs to be taken care of before it fails and causes issues with being able to move water through the treatment process. A contractor has been on-site and has begun the process of fabricating a replacement pipe that should be ready in the next several weeks.

Staff continued to work on the renovation of our second stage pump station at the treatment plant. This involves replacing drives for the pump system and programming in new parameters for the pumping. This updated system will be more efficient and reliable, and much easier to operate.

Staff has also been sandblasting and painting exterior walkways above tanks at the treatment plant. The environment at the plant can be very corrosive and maintaining metal walkways is always a challenge.

INDUSTRIAL WASTE PRETREATMENT PROGRAM

All pretreatment industries are required to submit biannual compliance reports by the 25th of July each year. All industries required to submit this report did so and no violations were noted in their self-reporting.

BIOSOLIDS

We were able to haul 72,000 gallons of liquid biosolids to the farm field in July. Another 313,000 gallons were processed through our belt filter press system for application later.

A total of 4.8 tons of gritty, inorganic solids were hauled to the landfill.

SEWER CALLS AND COLLECTION SYSTEM ISSUES

Staff processed 641 requests for utility locates in construction areas for the Iowa One Call system. Of those, 158 were pertinent and required a sewer line to be located.

We received three calls regarding sewer problems, no issues were found with the city's sanitary sewer mains. There was one lift station alarms in July, with only a minor issue being the cause.

A total of 6,070 feet (1.15 miles) of sanitary sewer lines were televised this month. This brings our annual total to 4.1 miles. Our goal each year is to televise at least ten miles.

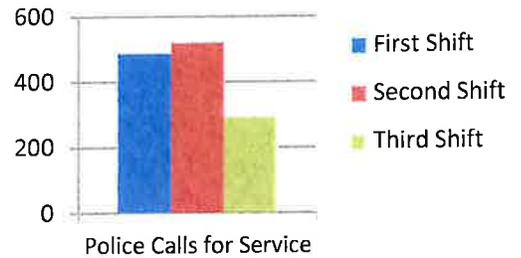
Crews were able to do clean 17,340 feet (3.3 miles) of sanitary sewer lines. This brings our annual total to 13.1 miles. Our annual goal is to clean at least forty miles.

**DEPARTMENT OF PUBLIC SAFETY
MONTHLY REPORT
JULY 2019**

ITEM 6.

CEDAR FALLS POLICE

<u>Police Statistics</u>	First Shift	Second Shift	Third Shift
Calls for Service	462	522	296
Traffic Stops	108	140	125
Arrests	17	41	16



FIRST SHIFT – Captain Jeff Sitzmann

- Officer Lechtenberg passed all of his Fire Tests and was assigned to the Fire Department beginning July 15th.
- Officer Russell continues to place our radar trailer where it is requested by citizens and City Council members. With this, Officers gave Extra Patrol to 2nd Street due to the construction on 1st Street.
- Officer Burkhardt went to the Iowa Law Enforcement Academy to assist in evaluating new Officers on Domestic Assault Calls.
- Officer Russell did a presentation to over 50 kids at Community United Childcare on Valley Park Drive.
- Officers took a report of a Domestic Assault after the victim came to the Police Department to report the crime. Officers conducted surveillance outside of the suspect's home and when he saw Officers he threw something from his hand. He was placed under arrest and after watching the car video, we were able to locate the items he discarded. The suspect was charged with Domestic Assault and 3rd Offense Possession of Methamphetamine. The following day the suspect Violated the No-Contact Order by calling the victim while in the presence of Officers.
- Officers investigated a threat of Harassment over Snap Chat. In the video, the suspect displayed two handguns. This investigation led to 1st Shift Officers participating in a Dynamic Entry as part of Major Incident Response Team. The subject was located and charged with Harassment 1st Degree.
- Officers were notified that obscenities were spray painted on our Cedar Falls radar trailer as it was parked on Neola Street overnight. The radar trailer was promptly cleaned and repaired and is back in working condition.
- Officers were called to MercyOne to assist with an unruly subject. Officers had to stay with the subject until a Court Order could be obtained. At that point, Black Hawk County Deputies came and the subject was transported to another medical facility.
- Officers took a report from Mohair Pear of a subject stealing items. The subject was later found and charged for the Theft.
- First Shift Officers responded to an Intoxicated Subject at an apartment complex. The suspect had been found locked out of his apartment. The subject was supposed to be going to treatment and refused.
- Officers took a report of an Accident where the vehicle struck Cost Cutters building on University Avenue. The driver of the vehicle also owns the Cost Cutters building.
- Officers took a report of a Larceny from a store and the suspect was an elderly gentleman who suffers from dementia. We've dealt with him a few times in the last few months. Officers were made contact with his attorney and they are working together to him help.
- Officers and the Public Works Department worked together to investigate wet paint that had spilled on the roadway and gotten onto a citizen's car. The paint spill was tracked back to Black Hawk Roofing. Later in the month we provided Black Hawk Roofing cones and they cleaned the roadway.
- Officers were conducting a funeral escort when a subject tried to drive through it. The Officer at the end of the funeral escort was able to make a Traffic Stop on the vehicle. A thank you was received at the Police Department for the Officer.
- Officers were called to Cedar Valley Recovery Services for a subject acting erratic. Upon Officers arrival the subject had left, but they located him at a nearby gas station. This subject admitted to falling off from the wagon and wanting to go to drug rehab. Officers got into contact with his family and they agreed to

take him to a facility in Minnesota. This subject knows that if he doesn't complete the rehab Officer file charges on him.

ITEM 6.

- Officers were helping Code Enforcement with a 48-hour parking complaint. They were able to make contact with a residence near the vehicle. The subject they spoke to lied about his identity. He was ultimately arrested on four Warrants.
- Officers were called to an apartment complex after a victim reported a subject who had broken into her apartment previously was back on the premises. Officers were met with resistance when they tried to identify a subject. Another subject was found hiding in a vehicle. He Assaulted an Officer as he exited the vehicle. He was placed under arrest which then agitated his girlfriend. Her actions led to her arrest, as well. The male who was hiding in the vehicle had to be tased twice.
- Officers responded to the Garage Fire on Cypress Avenue. Several Public Safety Officers assisted until the scene was contained and then returned to Patrol.
- Officers were called to a residence. The victim went to her neighbors to call for help after she said that her husband took the phone away and shut her in the bathroom. The Defendant was placed under arrest for False Imprisonment, Domestic Assault and Obstruction of an Emergency Phone Call. The next day Officers arrested the Defendant again for Violation of the No-Contact Order.

SECOND SHIFT – Captain Jeff Harrenstein

- Officers following up on a Road Rage incident; executed a Search Warrant in North Liberty. Officers from North Liberty Police Department and Johnson County Police Department assisted. On 07/05/19, a male subject turned himself in for the charged of Assault while Displaying a Deadly Weapon.
- Officers were dispatched to Kohl's for the report of a Shoplifter. A male subject was charged with Theft 5th.
- Officers were dispatched to the McDonald's on Main Street for a Crime Stoppers Tip about a female with Warrants. Upon arrival, they located the female and arrested her for four Warrants. She was also charged with Possession of Drug Paraphernalia.
- Officers were dispatched to an address on Crescent Drive for a Domestic Assault. A male subject was charged with DA – Simple.
- Officers were dispatched to the John Deere Product Engineering Center (PEC) for a Crime Stoppers report of a female with a Warrant. Upon arrival the female was located. She was arrested for five Warrants, and for providing False ID to Officers.
- Officers were dispatched to the report of a Hit and Run in the 1400 block of State Street. The vehicle hit a motorcycle in the yard and left the scene, also leaving a license plate. After further follow-up, Officers located the owner of the vehicle, who denied driving it. However, on 07/04/19, she drove to the Cedar Falls Police Department with a Barred and Suspended License. She was arrested and charged for the driving violations on 07/04/19. After being arrested, Officers located a baggie of Marijuana in her purse, so she was also charged with Possession of Marijuana. She also received multiple traffic citations.
- Officers were dispatched to the report of a Suicidal Subject at the High Acres Mobile Home Park. Upon arrival, Officers learned that a female subject threatened to kill herself after breaking up with two boyfriends. The female had three large, aggressive dogs and refused to come out and speak with Officers. The female advised she hoped her dogs attacked Officers. Management also advised Officers that the dogs are violent. The female finally talked to Officers through a window and did come out on her own. The dogs were secured by Animal Control.
- Officers were dispatched to an Accident in the 1900 block Rainbow Drive. Upon arrival, Offices learned that the drive had been drinking and was under age. She was transported to the Police Station for Sobriety Testing. The female was not an Operating While Intoxicated, but faces a .02 Violation.
- Officers were dispatched to the report of a subject at The Falls that wouldn't follow the rules. The male refused to get out of the pool for staff and Officers. One Officer did enter the water and assist the male out of the water. The subject was charged with Criminal Trespass, Interference with Injury and Harassment of a Public Official. He was then transported to Bremwood for a 47-hour hold.
- Officers were called to an address on Leversee Road, for a subject who was arguing with his mother and damaging her property. The male was arrested for Public Intoxication.
- Officers responded to a Shoplifter at Scheels. One adult male was arrested for Theft 5th.
- Officers were dispatched to a residence on West 4th Street on a report of Disorderly Conduct. An adult female was arrested for Trespass and Assault Causing Bodily Injury.

- Officer initiated a Traffic Stop on a motorcycle on Main Street and the motorcycle attempted to elude Officer and crashed at 10th/Main Streets. He was injured to the point of needing hospitalization. When he was released he was charged with Eluding and Driving While License Barred.
- Officer conducted a Traffic Stop at Highway 218/Lone Tree Road which led to the arrest of an adult female for Operating While Intoxicated 1st. She later threatened to commit suicide and was hospitalized.
- Officer stopped to check on a vehicle with a flat tire at Greenhill Road/University Avenue and subsequent investigation led to the arrest of an adult female for Operating While Intoxicated 2nd.
- A routine Traffic Stop led to the arrest of an adult male for Driving While License Revoked in the 7500 block University Avenue.
- Officers responded to a Personal Injury Accident at Greenhill Road/Estate Drive that closed Westbound Greenhill Road for about 45 minutes. One driver had a deep laceration to their head and was taken for treatment.
- Officers responded to a report of a Shoplifting in progress at Walmart. Investigation led to the arrest of an adult female for Theft 3rd and an accomplice who fled the scene has been identified and will be arrested when located.
- Officers responded to a report of a Fire at The Brown Bottle. Two Shift Officers arrived on scene and suited up to assist. The Fire was minimal and was extinguished quickly.
- Officers responded to a report of Disorderly Conduct at a residence on Center Street. Subsequent investigation led to the arrest of an adult male for Domestic Assault Causing Injury from an incident that had occurred several days ago.
- Officers responded to a report of a Shoplifter at Walmart. A juvenile female was taken into custody for Theft 5th.
- Follow-up on a previous incident led to the arrest of an adult female for Theft 3rd.
- Officers were called to a Fight in progress at a residence on West 8th Street. It was determined that a male and female had been arguing and that the female went to the males apartment and sprayed him with pepper spray when he answered the door. The victim's child was also affected by the pepper spray and was examined by Paramedics. The suspect was charged with two counts of Assault, Serious Misdemeanor.
- Officers were called to Five Season's Trailer Court reference a subject Harassing the Reporting Party. One subject was found on the Reporting Party's porch and was observed to be very intoxicated. The subject was arrested and charged with Public Intoxication.
- Officers conducted follow-up investigation to a previously executed Search Warrant. As a result, one subject was charged with Manufacturing a Controlled Substance, Class C Felony and Possession of a Controlled Substance.
- Officers attempted to execute an Arrest Warrant at a residence on West 4th Street. The Wanted Subject barricaded herself in her fenced back yard with her two aggressive dogs. Officers were able to get hands on the subject, who had to be forcibly removed from the back yard. The subject was charged with Interference and two counts of Assault.
- Officers responded to a Suspicious Vehicle. One subject was found in the vehicle and was observed to be intoxicated. The subject was arrested and charged with Operating While Intoxicated.
- Officers conducted a Traffic Stop on Main Street for speed. As a result, one adult female was arrested and charged with Operating While Intoxicated 3rd Offense.
- Officers responded to a Disorderly Call at a residence on West 12th Street. Subsequent investigation led to the arrest of an adult male on a Warrant.
- Officers were dispatched to a residence on West 18th Street on a Suspicious Call. Officers quickly determined that this was an adult male who had approached a 16-year old female and dragged her into a house to Sexually Assault her. Investigation included securing the house, locating and detaining the suspect, receiving and executing multiple Search Warrants with the assistance of Investigators and the Crime Scene Specialist. The male was charged with Kidnapping 2nd Degree and Assault with Intent to Commit Sexual Assault, both felonies. It was also discovered that the male was an illegal alien through his admission and verification by an Immigration and Customs Enforcement Agent.
- Officers responded to a report of subjects that had been Banned from the property being inside a residence on Clark Drive. Officers entered the house with the owner's permission and located three adults who were detained. One was later released and a female was charged with Possession of

Prescription Medicines and Drug Paraphernalia while a male was charged with Criminal Trespass Possession of Paraphernalia.

ITEM 6.

- Officers responded to a report of a juvenile shooting pellet guns which resulted in damage being done to a fence at a residence on Maplewood Drive. Juvenile was located at a residence on Maplewood Drive and the father was advised and agreed to pay for the damages. Two air guns were seized from the juvenile.
- Officers were dispatched to Kay Jewelry on Viking Road for a Disorderly Subject. Investigation led to his arrest for a Warrant.
- Officers responded to a report of a subject who had been Banned from the property on Main Street. An adult male was cited for Trespass 1st and released.
- Officers were sent to Walmart regarding several persons fighting out in front of the store. Investigation led to the arrest of two adult females and one juvenile female for Disorderly Conduct.
- Officers conducted a Warrant Check at a residence on Cooley Street and located an adult female and arrested her for two Outstanding Warrants. One involved an issuance of a No-Contact Order on her so she was held on no bond at Black Hawk County Jail.
- Officers were dispatched to a residence on Lincoln Street reference an Assault that had occurred. Subsequent investigation led to the arrest of a juvenile male for Simple Assault.
- Officers responded to a report of kids walking around with BB guns in the area of 4th/Walnut Streets. They went to a residence on West 2nd Street for follow-up as witnesses stated that is where the one of the kids live. During the investigation, it was discovered that the mother and father were both in Violation of a Court Order. They were both arrested for Violation of a No-Contact Order.
- Officers responded to a report of a male who has Stolen form Von Maur multiple times being in the store at this time. Investigation led to his arrest on a case initiated by First Shift for Theft 3rd. Additionally, he was Banned from the business and charged with Possession of Drug Paraphernalia.

THIRD SHIFT – Captain Mark Howard

- Officers were called to a Suspicious Subject in the area of Royal Drive. The report was that a subject tried the door to a residence, and then the Reporting Party heard noises outside of the house. Officers checked the area and were unable to locate anyone.
- Officers were called to an address on Iowa Street where a subject kept knocking on the door of a residence. The Reporting Party did not recognize the male, and the male kept wandering around the street. Officers made contact with a juvenile male out front of the Reporting Party's house. The juvenile was intoxicated and did not know where he was at. The juvenile was taken into custody, charged with Intoxication, and released to his father.
- Officers assisted Black Hawk County Sheriff Office with a Single Vehicle/Single Occupant Personal Injury Accident that occurred out on North Union Road. An Officer stood by at the scene until a Deputy arrived.
- Officers were called to an address where there was a possible No-Contact Order Violation. The Reporting Party stated she received a text from the Protected Person that read her ex-boyfriend was in her house and he wouldn't leave. Officers went to the Protected Person's address and made contact. They were given consent to Search the residence and they did not find the ex-boyfriend.
- Officers called to a residence on Union Road for a report of a Male/Female Fight. Upon arrival, it was learned the wife had found some questionable things on the husband's phone and things got heated. Both parties agreed to separate for the night.
- Officers responded to fireworks complaints during the month.
- Officers were called to Cedar Heights Drive and Lovejoy Drive for a male subject sitting next to the road bleeding from the head. This call turned out to a Personal Injury Accident. Vehicle left the scene leaving subject on side of the road. Case is under investigation.
- Officers called to 1100 block of Rocky Ridge Road for a Suspicious Vehicle.
- Officers while walking the bar, started to have problems with a subject. The subject was escorted outside and was allowed to leave with a family member.
- Officers were called to a residence on East 18th Street for a Suspicious Male who told the store employee that he was robbed. Officers did locate the subject who refused to make a report and asked to be left alone.
- Officers were called to a residence on Lincoln Street for Suspicious Traffic in and out of the trailer park. Officers did not locate anything suspicious.

- Officers made a Traffic Stop at Main Street and University Avenue. Officers recognized the driver as a known gang member who had a Valid Warrant. The subject was arrested and taken to Jail.
- Officers were called to a residence on Clay Street for a female subject who walked into that residence and does not live there. When Officers arrived, she was no longer there and had been picked-up by subjects in a car.
- Officer was called to a Suspicious Subject walking along Holiday Road and University Avenue. Officer located the subject who was walking home and was no problem.
- A subject showed up at the Police Department to turn himself in. He was taken into custody and transported to the Black Hawk County Jail. (Second Shift Case)
- Officers were called to a residence on Tremont Street for a father and son fighting.
- Officers were called to Hy-Vee Gas for a female subject who believed she was being followed. Nothing found.
- Officer located a garage door open of a vacant home on Valley Park Drive. Everything checked OK.
- Officers were called to Hudson and Viking Roads for several motorcycles driving erratically. Subjects were Warned and Advised.
- Officer noticed a subject urinating in the Farmers State Bank Lot. Subject was arrested for Intoxication.
- Officer assisted with a subject having a heart problem at a residence on Crescent Drive.
- Officers were called to a residence on West 4th Street for possible subjects sneaking around the residence. Officers checked the area and did not locate anyone.
- Officer was asked by staff at Casey's General Store at 6th and Main Streets to check on a subject sleeping in his car. Subject was just resting.
- Officers were called to a residence on Clay Street for a Suspicious Male passed out at that residence. Male was not passed out and lived next door. He was outside and upset because his wife had just had a miscarriage. An Officer did sit with the subject for several minutes and made sure he was OK.
- Officers were called to Maid Rite for subjects from a party bus urinating in the area. This ended up being a subject trying to kill himself. The subject refused to go in the ambulance. Officers were able to get him in a squad car and assist the family in getting him to Allen Hospital.
- Officers were called to 4th and Iowa Streets for a female threatening to harm herself. When Officers located subject she was with friends and was OK.
- Officers were called to a residence on West Ridgeway Avenue for two Suspicious Subjects. Officers could not locate the subjects.
- Officer made a Traffic Stop in the 2000 block of College Street. The driver was arrested for Operating While Intoxicated.
- Officers were called to a residence on West 1st Street for a Disorderly.
- Officers were called to a Possible Disorderly. The vehicle was located at its residence on University Avenue.
- Officers called to an Assault at the Days Inn. After an investigation, a male was arrested and charged with Simple Assault. He was also charged with a Violation of a No-Contact Order. This is a Court Order out of Minnesota.
- Officers dispatched to an Assault at Sartori Hospital. The victim reported his wife bit him while he was attempting to stop her from overdosing on medication.
- Officer dispatched to McDonald's on Brandilynn Boulevard for a report of a group of juveniles attempting to use counterfeit \$100 bills. Officers were able to get video of the possible suspects for follow-up.
- Sent to a female with mental problems that Officers have been dealing with for a few days. This time she believed a group of people were outside. Officers spoke with her husband. He was going to speak with her doctor.
- Officers dispatched to a Suspicious Vehicle where the Reporting Party reported a Suspicious Subject pulled up to her house, a passenger got out and immediately get back into the vehicle when he saw the Reporting Party. The vehicle then circled the area for several minutes. Officers were unable to locate and gave the area Extra Attention.
- Third Shift assisted Tri-County with a Search Warrant.

- Officers dispatched to a Domestic situation at a residence on West Ridgeway Avenue. Father alcoholic and the mother doesn't believe the father is able to care for the kids. The husband and wife are now separated and living in separate trailers. The female just wanted assistance and didn't know her options on how to protect her children. Officers were then called to the husband's trailer for him wanting to go to the hospital for detox and wanting to commit suicide.
- Officers sent out to a female that has severe paranoia. Officers have been sent to this address several times in the last week for similar calls. Officers made the husband aware and he is in the process of getting her help.
- Officers dispatched to the Days Inn for a report of a single gunshot in a guest room. Officers responded and cleared out several rooms and nothing was found. There was only one report. Officers spoke with several other guests and none of them heard the shot.
- Officers dispatched to a subject that fell and hit his head at 6th and Main Streets. This subject ended up being a Suicidal Subject Waterloo Police Department was looking for. He was taken to Sartori Hospital for medical treatment and for ingesting approximately 50 Ibuprofen. Intoxication charges are pending.
- Officers called to Lake Street for what the Reporting Party claimed was shooting off a canon. Officers checked the area and were unable to locate a canon or anyone shooting off fireworks.
- Officers dispatched to an address on Linda Drive where an elderly female was left home alone and she isn't supposed to be alone. According to the Reporting Party, the female wanders and gets confused. Officers spoke with the female and a care taker. Everything checked out fine.
- Officers called to the area of 6th and Main Streets for a report of an Intoxicated Driver that just left Casey's General Store. Officers were given a license plate and a direction of travel. Officers located the vehicle at McDonald's on Main Street. The driver was arrested and charged with Operating While Intoxicated.
- Officers called to a Disorderly where the Reporting Party wanted his brother taken either to Jail or the hospital due to his intoxication level. The subject was inside his residence and not a danger to himself.
- Officers called to Sartori Hospital for a report of a male attempting to leave the hospital. The male arrived at the hospital after consuming narcotics. When the hospital told the subject he had to stay for observation he attempted to leave. Emergency Room staff wanted Officers to physically keep the patient in the Emergency Room without a Court Order. Officer ended up talking the patient in to staying but explained to the Emergency Room staff that without a Court Order or the patient threatening to harm himself we could not physical restrain him and force him to stay. Sartori Hospital ended up getting a Court Order for the subject
- Officers were called to the College Hill Laundry for a male subject that kept stepping in front of a female, not letting her leave the area. Officers were able to make contact and learned that the male had an Outstanding Warrant. Along with the Warrant, it was also learned that the male had an Active No-Contact Order with the female that he was trying to make stay in area.
- Officers were called to the area of the Maid Rite downtown for subjects getting on to a party bus that were urinating on the building and being loud. Officers checked the area and could not locate the bus. It had left the area.
- Officers were called to a Burglary in progress. The Reporting Party stated there was a person that kept knocking on their door and tried the door knob several times. The subject had left the area prior to Officer's arrival. The area was given Extra Attention throughout the evening.
- While on Patrol, and Officer came upon a subject walking down the middle of Main Street at 11th Street. When the Officer made contact the subject informed the Officer that there was no place else to walk back to his home in Waterloo. The subject was intoxicated, and he was arrested.
- While on Foot Patrol, Officers recognized a juvenile that was attempting to gain entry into the Pump Haus Pub and Grill. Officers made contact with the juvenile. The juvenile said that his mom didn't know he was out of the house. Contact was made with the mother, and he was released to her without incident.
- Officers were called to an Assault at Little Big's. It was learned that a male subject Assaulted an employee of the bar. Officers were able to get a description of the suspect and through that, a name. The case is being worked on as a Serious Assault.

- Officers were called to the Kwik Star on College Hill for two vehicles that were not leaving and Harassing other customers. The vehicles took off as they saw Officers arriving on scene.
- Officers called to a residence on Briarwood Drive for a report of a Disorderly. It was reported the son of the Reporting Party was outside threatening to kill the Reporting Party and had kicked the front door. The suspect/son left the residence prior to Officer's arrival. Officers learned the suspect was currently in the Emergency Room at Mercy One. Upon Officer's arrival to Mercy One, they learned the suspect had left the Emergency Room and was now back on Briarwood Drive. The suspect was transported to the Police Department and later arrested and charged with 1st Degree Harassment and Criminal Mischief and taken to Jail.
- Officers were called to a residence where the Reporting Party had observed a vehicle that had been driving slowly through the neighborhood for a while. The Officers were unable to locate the vehicle, but made contact with the Reporting Party and advised they would look for the vehicle in the area during Extra Attention Checks.
- Officers were called to an Alarm at the US Cellular Store on University Avenue. When Officers arrived they found a vehicle outside and a person inside. Contact was made and it was learned that the person was contracted to work on the security system. The alarm went off several times during the evening all with the same result.
- Officers were called to a residence on West 8th Street for a subject that kept revving a motorcycle and fell off of it a couple of times. Contact was made with the operator of the motorcycle, and he admitted he was trying to learn how to drive one. He was Advised.
- Officers were called to a residence where the son, who lives in Boston, had camera installed around his parents' house in Cedar Falls. He thought it was suspicious. Contact was made at the residence and it was learned that the parents had their central air worked on during the day and the HVAC worker forgot to re-install the camera.
- Officers were called to a residence on West 8th Street for a Burglary to an apartment. Officers observed that a living room window was smashed in and a TV was taken. Evidence was collected at the scene and Officers were given possible suspect information. The case is being worked on by Shift.
- Officers were called to three different locations for subjects throwing eggs at cars and vehicles. There were no specific descriptions, and the areas were given Extra Patrol.
- Officers were called to the area of 7th and Walnut Streets for an Unresponsive Male lying in a yard. Officers responded with paramedics. Officers were able to get the male to wake up and it was learned that he was intoxicated. The male did not need medical attention, and he was arrested for Public Intoxication.
- While on Patrol, Officers observed a male on Main Street that was being Disorderly. Officers made contact and the subject claimed he was jumped, but didn't want to do anything about it. A short time later, Officers made contact with a male that was the victim of an Assault. It was learned that the first male Assaulted the victim. The case is ongoing since the first male left the area.
- While on Foot Patrol in the College Hill area, Officers assisted with a Vandalism that had occurred. It was learned that a suspect had punched out the window of the car. A case was started. A short time later the Registered Owner of the car called and said that she did not want to press charges, as the male had agreed to pay for all damages.
- Officers were called by Kwik Star for two large groups of vehicles that were hanging out in their parking lot and they wanted them moved along. One group was cars and the other was motorcycles. They were out cruising and pulled in to park, they were moved along.
- Officers were called to Amigos Mexican Restaurant for an open door. A subject was driving by and saw a back door opened. Officers checked the building and learned that the door was one of two to a service entry. The service door to the building was locked. There was no problem.
- Officers conducted Bar Checks on College Hill. Citations were issued for Underage in Possession.
- Officers were called to the Panther Lounge for a male that was asleep in the parking lot and they could not wake him up. Officers arrived and learned that the male was left behind by a party bus. The subject was arrested for Public Intoxication.
- While on Patrol Downtown, Officers observed a Suspicious Male and made contact. The male was later arrested for Public Intoxication.
- Officers assisted Hidden Valley Apartment Security with a loud apartment.

- Officers were called to West 18th Street for a male that was ringing the doorbell. Contact was made at the residence next door to the Reporting Party and it was learned that the male was from out of town and he was ringing the doorbell of the neighbors. He had the wrong condo. Nothing more was needed, and information was relayed to the Reporting Party.
- Officers were called to a residence on Washington Street for a dog that had bitten two people. It was learned that a couple were visiting friends on Washington Street, and they brought along their Pit Bull. All of the subjects were intoxicated, and sometime during the evening, the dog became aggressive towards his owner. The dog bit his owner and his girlfriend (who also claimed to be an owner of the dog). The dog also bit the best friend of the male owner when the best friend tried to step in. In all, three subjects were bit by the dog. While the male owner was restraining the dog, the dog died. Information was gathered on all of the subjects at the residence, and a report was started. The dog bites were transported to the Hospital, and Animal Control was notified of the incident. The report will be forwarded to their agency.
- Officers were called to a Death that had occurred during the night. It was learned that the female was old and in declining health. The Medical Examiner was notified and there was nothing suspicious about the death.
- Officers were called to the P and P on Main Street for an alarm and opened door. When Officers arrived, they found the front door was secured, but not very well. The key holder arrived on scene and it was learned that no entry had been made. He was advised to have someone come in and repair the front doors.
- Officers were informed to give Extra Attention to a specific residence. The residence was being occupied by a mother and her children. The mother was concerned because an investigation was started against the children's father for Sexual Abuse, and he knew where they were staying.
- Officers were called a couple of times on a homeless man that was going inside of Hy-Vee and bothering people for a ride and/or some money. The male checked OK, and he was sent on his way. He would later be Advised of the solicitation complaints.
- Officers were called back to the same apartment on West 8th Street on three separate occasions. On the first occasion, Officers were called for a Disorderly of subjects fighting. During this time, Officers sent the problem parties on their way away from the apartment. Later, Officers would be called back for a Theft of prescription drugs. A report and investigation were started with the earlier subjects listed as suspects. Finally, the resident was checked on, because she told a friend she felt suicidal without her medicine. The resident checked OK and was assisted in getting in touch with doctors.
- A Patrol Officer worked additional duties for Governor's Traffic Safety Bureau.
- Officers were called to the area of Colorado Road and Dallas Drive for a male and female that could be heard yelling at one another. Officers were able to find a male and female in the street. Officers learned that the fight was verbal only. The two were Advised of the complaint.
- Officers were called to a residence on University Avenue to check on a dog that was believed to be left alone for several days. Officers made contact with owner.
- Officers were called to the Wild Hare American Bar and Grill for male subject who is homeless and was bothering the business.
- Officers were called to apartments for kids in hallway Harassing subjects. They were Warned.
- Officers were called to a residence on West 18th Street for the same homeless male subject again. He was again Warned and Advised and sent on his way.
- Officers were called to Cedar Falls Health Care Center again for the same homeless male subject. He was escorted from the Center and given a ride by Officers to Midway Studios.
- Officers were called to a residence on Technology Parkway for a Suspicious Subject. Officers did not locate subject.
- Officers were called to the Downtown area for a possible Operating While Intoxicated. Officers located the vehicle at the McDonald's on Main Street. Driver was arrested.
- Officers were called to Horizon Towers for a Disorderly. One subject was removed from the property and Trespassed.
- Officers were called to a residence on Shocker Road for a Suspicious Vehicle. Officers did not locate the vehicle.

- Officers were called to West 19th Street for a vehicle that just hit a parked car. Officers located run vehicle and the driver was arrested for Operating While Intoxicated.
- Officers were called to a residence on Lincoln Street for Drug Activity. Officers did not locate anything.
- Officer made a Traffic Stop. Vehicle had no insurance and was not registered. The vehicle was towed and the driver was cited.
- Officers were called to a residence on Walnut Street for a Disorderly. Subjects were Warned.
- Officers were called to a residence on Merner Avenue for a male subject trying to get into the residence. The subject was located and was identified as a female. She was arrested for Intoxication.
- Officers were called to the 2200 block of College Street. Subjects were in a dispute over a civil issue and were separated for the night.
- Officers were called to the 1900 block of Clay Street for subjects trying to get into a residence. Officers were not able to locate any subjects in the area.
- Officers were called to Voodoo Lounge for a female subject who was supposedly on Probation and not supposed to be in the bar. The subject was cooperative and was no longer on Probation.
- Officers were called to a residence on West 8th Street for Vandalism to a vehicle.
- An Officer, while driving past Deringer's Public Parlor, noticed two subjects Fighting. One subject was arrested for Disorderly and Intoxication.
- Officer made a Traffic Stop at Highway 57 and the Cedar River Bridge. The passenger in the vehicle was Wanted on Warrants. She was arrested and taken to Jail.
- Officer made a Traffic Stop at Main Street and University Avenue. The driver was arrested for Operating While Intoxicated.
- Officers were called to a residence on East 9th Street for a male subject who entered the residence and Assaulted a subject inside. Case in under investigation.
- Officers were called to Harry's Five and Dime for a male that was intoxicated and grabbing females inside of the bar. Officers tracked the male down to in front of Horney Toads and made contact. The male was uncooperative with Officers and was arrested. The male needed to be transported directly over to Black Hawk County Jail due to his violent behavior.
- Officers went out with two Suspicious Subjects in the parking lot of Bani's. Further investigation led to two citations being issued for Minor In Possession.
- Officers went out behind The Social House with a Suspicious Subject. Further investigation led to an arrest of Public Intoxication on the subject.
- There was another very large crowd in the College Hill area. Foot traffic was heavy during bar close and Officers on Foot Patrol needed to Advise the large crowd to stay off the streets.
- Officers were called assist with moving subjects along, out of the Kwik Star parking lot. Officers were advised that the people were standing in front of the business and were verbally arguing. The crowd was dispersed.
- While at Kwik Star, Officers could hear a male and female arguing over by Jimmy John's. Officers made contact with the individuals and they were Advised and sent on their way.
- Officers were called to Sartori Hospital to assist with an intoxicated male that was becoming agitated and was trying to leave. Officers assisted.
- Officers were called to an address where the Reporting Party thought he could hear someone walking between the houses. Officers were unable to locate anyone, and gave the area Extra Attention throughout the evening.
- Officers were called to a suspicious occupied vehicle outside of a business that was closing. The vehicle checked OK and was part of the employees getting off work.
- While on Patrol, Officers located a Suspicious Vehicle in the area of Panther Lounge. There was no one around the vehicle, and the area businesses checked secure. Extra Attention was given to the vehicle.
- Officers were called to assist the Evansdale and Waverly Police Departments on locating a male that needed to respond to Waverly for his child that was involved in a traffic Accident. Officers checked the resident of the male's girlfriend, but could not locate him.
- Officers assisted a disabled male that was trying to wheel himself from 6th and Main Streets to the Arrowhead Medical Building. The male was given a ride.

- Officers were called to the McDonald's on Brandilynn Boulevard for a suspicious bag in the parking lot that was beeping. Officers checked the fast food bag and found it had some alarm tags from a retail store that were going off. An investigation could not find out where the tags belonged to, or any recent reports of persons fleeing a store without paying for merchandise. The bag and tags were removed from the parking lot.
- Officers were called to a residence on West Ridgeway Avenue for a Disorderly. Parties were separated.
- Officers were called to the 200 block of Division Street for two males riding around on bicycles with flashlights. Officers did not locate anyone
- Officers were called to a Disorderly/Fight at The Social House. Subjects were gone when Officers arrived.
- Officers were called to The Other Place for a large Fight. As Officers arrived, the problem parties had left and the business had locked its doors.
- Officers were called to a Loud Party at a residence on Bluebell Road. Subjects were Warned.
- Officer took a report from a residence on Walnut Street of Theft of copper from the subject's truck.
- Officers were called to Dan Deery Motors for a male subject climbing into a truck claiming he was homeless. When Officers arrived the subject was gone.
- Officers were called to an address on Whitetail Drive for a Suspicious Male sitting in his vehicle watching people. Subject was gone when Officers arrived.

INVESTIGATIVE UNIT – Captain Michael E. Hayes

- Investigators interviewed a suspect in a Burglary case. Charges will be pending.
- Captain Hayes met with a subject from Homicide/Other Violent Crimes to go over offerings that the business has.
- Captain Hayes attended the College Hill Partnership meeting.
- Captain Hayes attended a meeting to go over the College Hill Parking Study.
- Two investigators attended monthly Public Safety Officer Training.
- Captain Hayes attended the Family Children's Council Executive Board meeting.
- Arrest Warrants were obtained for two suspects in a Burglary that occurred on Technology Parkway. The Burglary occurred in late April or early May.
- Investigators solved a Construction Site Burglary and a Residential Burglary. Warrants have been issued for the suspects. The Burglaries occurred in late May and early June.
- Investigators moved evidence from the Police Department to the new Public Safety Building.
- Investigators moved from the old Police Department to the new Public Safety Building.
- Evidence taken to the County Attorney's Office.
- An Arrest Warrant was issued for a subject who had been using a fraudulent credit card at a local convenience store. The Fraud occurred in March of this year and the suspect lives in Illinois.
- Captain Hayes attended the College Hill Parking forum at the UNI Center for Energy and Environmental Education Building.
- Investigators went to a residence in Waterloo to make contact with a friend of person that was arrested for Construction Site Burglaries in the Industrial Park area. The friend led Investigators to a garage where items taken during the Burglary were recovered.
- Captain Hayes attended the monthly Sexual Assault Response Team meeting.
- Investigator was contacted by a North Liberty Officer reference a Credit Card Fraud that occurred in Cedar Falls. The victim, who lives in North Liberty, reported Identity Theft to North Liberty Police where a credit card, in the victim's name was used in Cedar Falls. We were asked to assist in the case by going to businesses where the credit card was used and obtaining video. The investigation into the incident continues.
- Investigator was contacted by the Colony, Texas Police Department reference a Fraud (Identity Theft) that they were working. The Fraud was reference a car that was reported stolen from Community Motors using a fictitious account in April, 2019. The identity used by the person purchasing the car was the victim from Colony, Texas. Our case was sent to Colony Police Department, so they could review it. We have no suspect(s) in our case.
- The County Attorney's Office contacted an Investigator to conduct further follow-up on a Patrol case that is scheduled for Court proceedings.

- Investigators assisted Second Shift with a Kidnapping and Attempted Sexual Assault. The victim was a 16-year old female. The suspect was taken to the County Jail where he was booked in on Kidnapping and Attempted Sexual Assault.
- Investigators attended Child Protection Center interviews of minors for two different cases they are working.
- Investigator/Public Safety Officers assisted with a Garage Fire that occurred in the northern part of Cedar Falls.
- Department of Human Services reported a Sexual Misconduct to the Cedar Falls Police involving a minor. A Child Protection Center appointment was set-up. An Investigator attended the interview and an incident has been initiated.
- Reports that the County Attorney needed for Court were taken to their office.
- Investigator Mercado, who is a Firearms Instructor for the State, went to Des Moines, Iowa to assist with Firearms Training for Officers attending the Iowa Law Enforcement Academy on two days.

Case Information For Month:

- Cases Assigned: 10
- Cases Closed Inactive: 10
- Cases Closed Exceptional: 0
- Cases To County Attorney For Review: 3
- Cases Closed By Arrest/Warrant: 8

Cellbrite Extractions:

- On 07-10-19, examined two Android devices for Waterloo Police reference a Sexual Assault case.
- On 07-11-19, examined one iPhone for Waterloo Police reference a drug/gun investigation.
- On 07-24-19, examined one iPhone for a Harassment investigation for Cedar Falls Police.

School Resource Officer:

- School Resource Officer Ferguson completed cleanup from Sturgis Falls.
- School Resource Officer Ferguson gave a Talk to TAP (Cedar Falls High School Students) about what Police Officers and a School Resource Officer does during their regular work day.

CSI Report:

- During the month of July the Police Department moved to its new location. All equipment, property, and evidence were transferred to the new Public Safety Building.

Calls Requested For Assistance:

- On 07-01-19, Officer Belz assisted First Shift Officers with a Death on Lake Ridge Drive.
- On 07-05-19, Officer Belz assisted First Shift Officers with processing a Residential Burglary on Orchard Drive.
- On 07-23-19, Officer Belz assisted Second Shift Officers and Investigators with an Assault on West 18th Street.
- On 07-26-19, Officer Belz assisted First Shift Officers with processing a Residential Burglary on Iowa Street.

Crime Lab:

- Seven items of physical evidence were processed in the Crime Lab.
- Nine items of evidence were taken to the State Crime Lab for processing.

Property Room

- Found property, from April through June 2019, were posted to the City website and Police Department Facebook page.
- The quarterly drug audit was completed for April through June 2019.
- The quarterly cash audit was completed for April through June 2019.
- The quarterly firearm audit was completed for April through June 2019.
- Twenty-six items of unclaimed found property from 2018 were destroyed.
- Twenty-four items of property were released to their owners.
- Counterfeit bills from seven closed cases in 2019 were sent to the Secret Service for destruction.

Evidence / Property:

- Evidence entered: 109
- Found property entered: 15
- Property held for safekeeping: 8
- Evidence tested for outside agencies: 0

- CD's entered by Officers: 112
- Attorney video copies: 79
- Attorney requests (not video): 0

POLICE RESERVE UNIT – Lieutenant Brooke Heuer

- Reserve Officer Kelley continued to work on his Module Testing for his Certification.
- Reserve Officer Erickson has been training during Second and Third Shift hours to complete his requirements for Reserve Officer Certification through Iowa Law Enforcement Academy.
- Reserve Officers utilized the Gator on the 4th of July and did some Public Relations and Trail Patrol.
- The monthly training and meeting for Reserve Officers was held on July 9th. An inspection of uniforms and equipment was completed along with a tour and orientation of the new Cedar Falls Public Safety Building.
- Reserve Officer Jaeger assisted with Traffic Control for the Christine Martinson 5K held at Prairie Lakes Church.
- Reserve Officers Aries, Erickson, Hines, Kelley, and Spray attended CPR and AED training instructed by Lieutenant Heuer.
- Reserve Officer Buck assisted First Shift Patrol on July 26th during the Garage Fire on Cypress Avenue.
- Reserve Officers assisted Second Shift and Investigations with securing a residence while a Search Warrant was applied for.
- Several Reserve Officers assisted with the Accel Triathlon on July 27th.
- First Shift was busy the day of the triathlon and Reserve Officers offered to stick around and help out when they were finished working the triathlon.
- Reserve Officers worked during Second and Third Shift hours to assist Patrol and Train during the month of July. They assisted with Calls for Service, Traffic Enforcement, Extra Attention to parks and other areas, and transports of prisoners from the Police Department to the Black Hawk County Jail.
- During the month of July, the Reserve Unit logged a total of two hours of on-duty time and 128.5 hours of Ride Time and Training time off-duty. The hours for each Reserve Officer of off-duty time are as follows:

NAME	HOURS
Aries, Adam	8
Bostwick, J	19.5
Buck, M	13
Burg, A	4
Cross, K	0
Erickson, N	27
Griffin, T	10.5
Hines, C	8
Jaeger, D	22.5
Kelley	8
Spray	8
TOTAL	128.5

POLICE TRAINING EVENTS – Lieutenant Marty Beckner

- National Crime Information Center (NCIC) Recertification Exams.
- Officers Abbott, Baltes, Bruggeman, Lenox, and Putney are continuing their Training at the Iowa Law Enforcement Academy.
- Officer Puls attended a Basic Field Training Officer School in Vinton, IA
- Officer Hernandez assisted with Defensive Tactics Testing and Evaluation for the 287th Basic at the Iowa Law Enforcement Academy.

- Lieutenant Beckner and Officer Burkhardt assisted with Domestic Violence Investigation Testing and Evaluation for the 287th Basic at Iowa Law Enforcement Academy.
- Public Safety Captain Smith and Officer Mercado assisted with Firearms Testing and Evaluation for the 287th Basic at Iowa Law Enforcement Academy.
- Officer Hoffa began Phase II of her Field Training Program on Third Shift.
- No Police In-Service Training was held in July.

ITEM 6.

POLICE RECORDS – Lieutenant Marty Beckner

- Transmission of all TRACS based reports / forms to the State, Shield RMS, and into OptiView.
- Entered all Training attended into Officer Files.
- Placed received Training Certificates into Officer Training Files.
- Calculated Officer Reimbursements from Training and submitted to the Finance Department.
- Distributed monthly ammo.
- Prepared equipment issue for new incoming Officers.

POLICE STATISTICS:

July 2019

Total 2019

ITEM 6.

Group A Crimes

Murder	0	0
Kidnapping / Abduction	1	1
Forcible Rape	1	5
Forcible Sodomy	0	0
Forcible Fondling	2	12
Robbery	0	1
Assault	16	111
Arson	0	4
Extortion / Blackmail	0	0
Burglary / B&E	5	48
Theft	23	236
Theft / Motor Vehicle	1	9
Counterfeit / Forgery	2	24
Fraud	3	50
Embezzlement	0	0
Stolen Property	0	2
Vandalism	12	79
Drug Offenses	8	96
Porn / Obscene Material	0	1
Prostitution	0	0
Weapon Law Violation	1	4

Group B Crimes

Theft by Check	1	7
Disorderly Conduct	4	36
Operating While Intoxicated	9	81
Public Intoxicated / Liquor Violations	12	99
Non-Violent Family Offense	0	5
Liquor Law Violation	0	2
Peeping Tom	0	0
Runaway	0	6
Trespassing	5	13
Other Offenses	14	83

Group A Total:

75 683

Group B Total:

45 332

Total Reported Crimes:

120 1,015

Traffic Accidents

Fatality	0	1
Personal Injury	1	31
Property Damage	9	307
Total Reported Accidents	10	339

Driving Offenses

Driving While Barred	1	17
Driving While Suspended / Revoked	3	17
Eluding / Peace Officer	1	1
Total Driving Offenses	5	35

Alcohol/Tobacco Violations

5 59

Calls For Service

1,657 10,632

Total Arrests

82 523

CEDAR FALLS FIRE RESCUE
JULY FIRE DEPARTMENT ACTIVITIES:

- Station #1 (Blue Shift):
 - Special Events activity – Abraham Drive Fourth of July Parade.
 - Fire Prevention activity – for future Safety City event.
- Station #1 (Red Shift):
 - Provided one Public Relations activity.

FIRE ALTERNATIVE STAFF:

- Part-time and POC Firefighters contributed 5.5 hours of Shift Duty in July.

FIRE INSPECTIONS – Battalion Chief Curt Hildebrand

- July Rental Inspections: 81 (Shift personnel assisted with all of the Inspections)
- July Re-Inspections: 5
- July Daycare / Preschool Inspections: 1

FIRE TRAINING EVENTS – Lieutenant Marty Beckner

- Fire Training In-Service consisted of Attack Monitors & Master Stream Operations.
- Walkthroughs were conducted by all three Shifts at UNI's Industrial Technology Center.
- Public Safety Officers completed their monthly checklist of 20 Knowledge and Performance Tasks.
- New Public Safety Officers continued their Fire Fighter 1 and Hazardous Materials Certification Testing.
- The Public Safety Department moved into the new Public Safety Building at 4600 South Main Street.

FIRE RECORDS – Lieutenant Marty Beckner

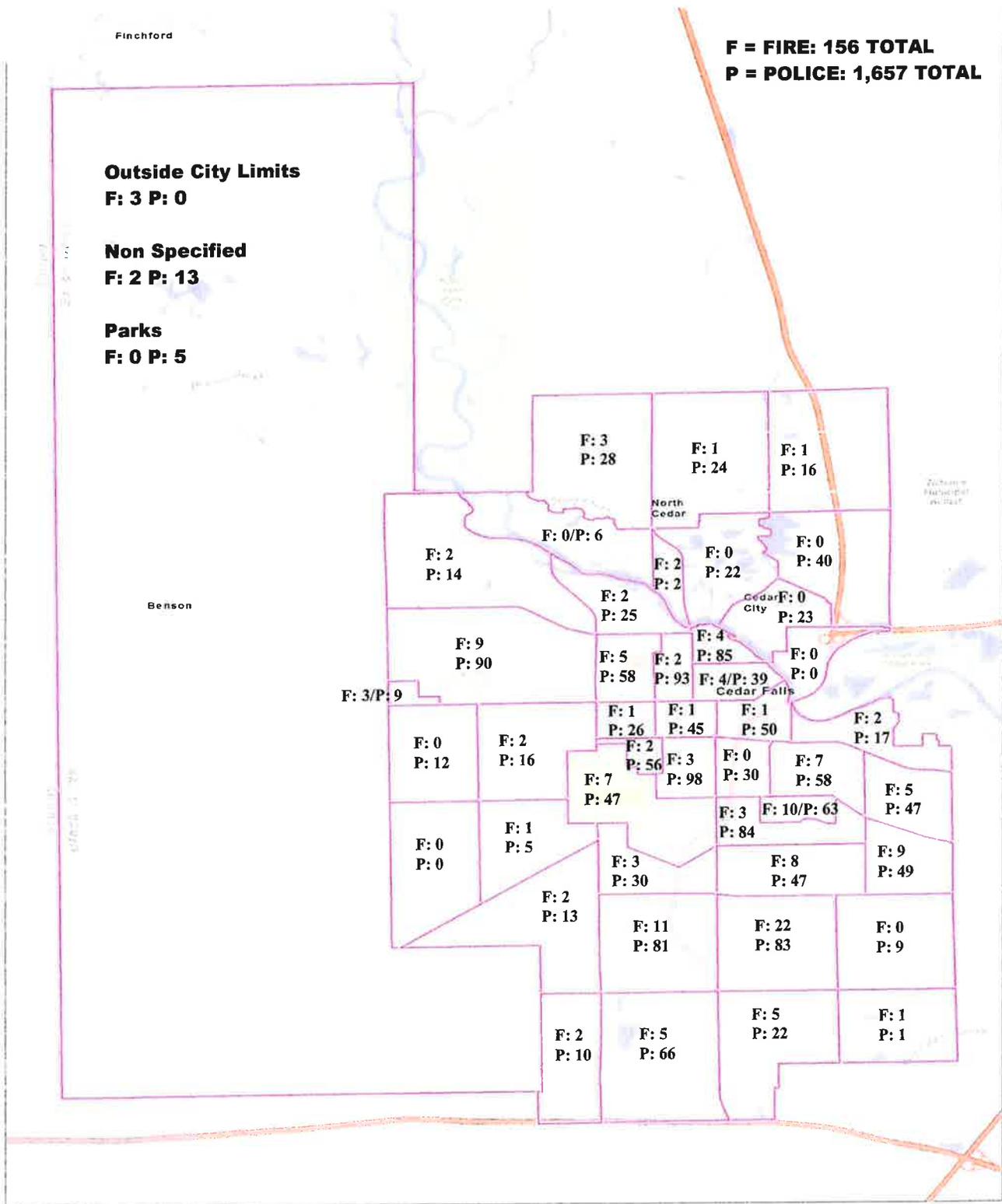
- Vehicle, Equipment, and EMS inventory every Tuesday.
- Equipment Check, Review and Handling every Monday.
- SCBA Inspection the first Wednesday
- SCBA Check every Wednesday.
- Aerial Platform Exercise and Testing every Sunday.
- District Familiarization.
- Commercial Inspections.

FIRE RESCUE CALLS FOR SERVICE

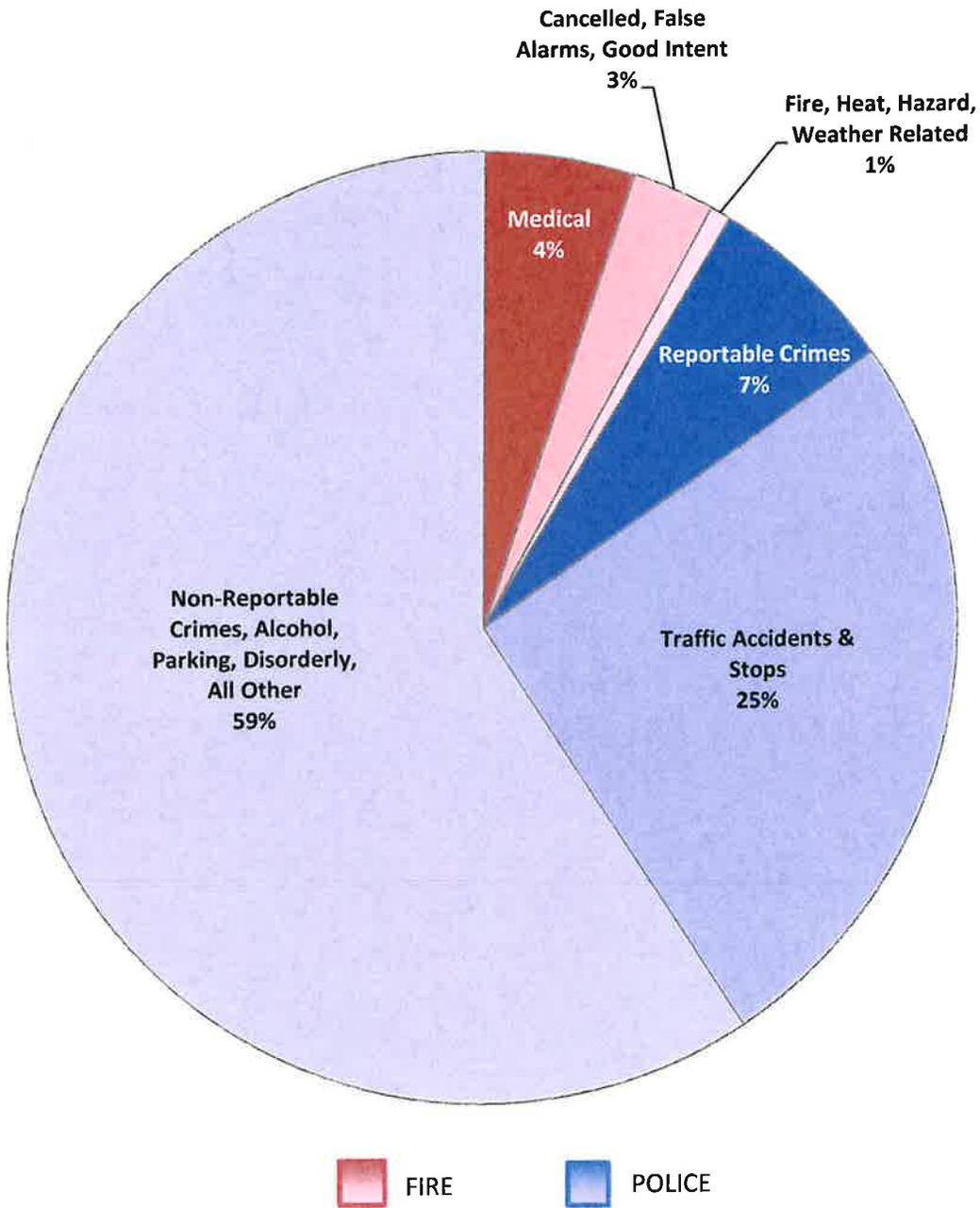
Type of Incident (Monthly)	Jan '19	Feb '19	Mar '19	Apr '19	May '19	Jun '19	Jul '19	Aug '19	Sep '19	Oct '19	Nov '19	Dec '19
Medical	101	114	92	100	103	97	92					
Cancelled, False Alarms, Good Intent	48	114	51	59	48	61	51					
Fire, Heat, Hazard, Weather Related	10	17	17	19	13	16	13					
Totals	159	185	160	178	165	174	156					

Type of Incident (per year)	2011	2012	2013	2014	2015	2016	2017	2018
Non-Medical CFS	991	1,056	1,052	948	840	911	900	772
Rescue / EMS Related	1,021	1,047	1,049	1,051	1,367	1,570	1,437	1,022
Totals	2,012	2,103	2,101	1,999	2,207	2,481	2,337	1,794

Cedar Falls Public Safety Grid Map



Cedar Falls Public Safety Experience Survey (July)



Due by 8/28

https://tax.iowa.gov

Instructions on the reverse side

For period (MM/DD/YYYY) 09 / 01 / 2019 through June 30, 2020

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

Business Information:

Trade Name/DBA Cypress Lounge
Physical Location Address 209 State St City Cedar Falls ZIP 50613
Mailing Address 215 Colorado Rd City Cedar Falls State IA ZIP 50613
Business Phone Number (319) 266-0000

Legal Ownership Information:

Type of Ownership: Sole Proprietor [] Partnership [] Corporation [X] LLC [] LLP []
Name of sole proprietor, partnership, corporation, LLC, or LLP Cypress Tree, Inc
Mailing Address 215 Colorado Rd City Cedar Falls State IA ZIP 50613
Phone Number 319 916-0856 Fax Number [] Email mricecypress@gmail

Retail Information:

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

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

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

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

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

Name (please print) DAVIS FARRIS Name (please print) Mimi Rice
Signature [Signature] Signature [Signature]
Date 8/20/19 Date 8/20/19

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

FOR CITY CLERK/COUNTY AUDITOR ONLY - MUST BE COMPLETE

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

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.
Email: iapledge@iowaabd.com
Fax: 515-281-7375


DEPARTMENT OF PUBLIC SAFETY SERVICES

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

319-273-8612

MEMORANDUM

To: Mayor Brown and City Councilmembers
From: Jeff Olson, Public Safety Services Director/Chief of Police
Date: August 29, 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) Sidecar Coffee, 2215 College Street, Special Class C liquor & outdoor service - renewal.
- b) Hilton Garden Inn, 7213 Nordic Drive, Class B liquor, Class B native wine & outdoor service - renewal.
- c) Wilbo, 118 Main Street, Class C liquor - renewal.
- d) Great Wall, 2125 College Street, Class E liquor - renewal.
- e) Casey's General Store, 5908 Nordic Drive, Class C beer & Class B wine - change in ownership.
- f) Casey's General Store, 601 Main Street, Class E liquor - change in ownership.
- g) Casey's General Store, 1225 Fountains Way, Class E liquor - change in ownership.
- h) Casey's General Store, 2425 Center Street, Class E liquor - change in ownership.
- i) Casey's General Store, 5226 University Avenue, Class E liquor - change in ownership.
- j) Amvets, 1934 Irving Street, Class A liquor & outdoor service - temporary expansion of outdoor service area. (September 13-15, 2019)



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

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

MEMORANDUM

Legal Services Division

TO: Mayor Brown, Council
FROM: Kevin Rogers, City Attorney
DATE: August 21, 2019
SUBJECT: Landlord Estoppel Agreement

The City owns the land upon which CFU's Solar Farm is located. The City has leased this land to CFU for this purpose. CFU in turn has subleased the land, with the City's permission, to a company called Cedar Falls Solar Farm, LLC, ("CFSF") which company actually owns the solar energy equipment located there.

CFU has requested that the City grant permission to CFSF to enter into a financing arrangement whereby the bank providing the financing would obtain a security interest in the solar equipment. Also, in the unlikely event CFSF defaulted on the loan, the arrangement would allow the bank to basically step into the shoes of CFSF in order to protect its security interest. This is all set forth in the Landlord Estoppel, Consent Agreement attached. The CFU Board of Trustees has approved the Agreement, and by virtue of the Purchase Power Agreement, CFU is obligated to reasonably cooperate with this financing request provided its interests are appropriately protected.

Legal counsel for CFU has carefully reviewed this Agreement and has approved it. CFU has indicated that the Agreement allows for financing but also protects CFU's interests as tenant under the Lease. I have reviewed the Agreement as well and I believe that the City's interests as landlord are also protected

Staff therefore recommends Council approval of the Agreement.

Please feel free to contact me if you have any questions.

LANDLORD ESTOPPEL, CONSENT AND AGREEMENT

(Cedar Falls, Iowa)

THIS LANDLORD ESTOPPEL, CONSENT AND AGREEMENT (this "*Agreement*") is made as of this 14th day of August, 2019, by the CITY OF CEDAR FALLS, IOWA, having an address at c/o Cedar Falls City Clerk, 220 Clay Street, Cedar Falls, Iowa 50613 ("*Landlord*"), THE BOARD OF TRUSTEES OF THE MUNICIPAL ELECTRIC UTILITY OF THE CITY OF CEDAR FALLS, IOWA, having an address at General Manager, One Utility Parkway, P.O. Box 769, Cedar Falls, Iowa 50613 ("*Tenant*"), and CEDAR FALLS SOLAR FARM, LLC, an Iowa limited liability company, having an address at 701 W. Kimberly Avenue, Suite 220, Placentia, CA 92870, Attention: Mr. Jack Chen ("*Subtenant*"), in favor of CATHAY BANK, a California banking corporation, having an address at 2855 Kifer Road, Suite 245, Santa Clara, CA 95051 ("*Secured Party*").

RECITALS

A. Landlord and Tenant entered into that certain Lease Agreement dated September 8, 2015, effective as of September 15, 2015 (the "*Lease*"), pursuant to which Landlord leased to Tenant certain property located in Black Hawk County, State of Iowa, as more particularly described on Exhibit A attached hereto and made a part hereof (the "Premises"). Tenant has subleased the Premises to Subtenant pursuant to that certain Sublease dated as of October 14, 2015 (the "*Sublease*").

B. Pursuant to a Loan Agreement by and between Secured Party and Subtenant, Secured Party has agreed to make a loan (the "*Loan*") to Subtenant, the repayment of which is to be secured by, among other instruments, a Security Agreement (the "*Security Agreement*") by Subtenant to or for the benefit of Secured Party, securing Subtenant's interest in the Collateral (as defined in the Security Agreement). For purposes of this Agreement, "Collateral" means the solar photovoltaic generating equipment and related equipment and personal property owned by Subtenant and that is located at the Premises.

C. As a condition to Secured Party making the Loan to Subtenant, Secured Party has required that Subtenant obtain Landlord's and Tenant's acknowledgement and agreement with respect to certain matters pertaining to the Lease.

NOW, THEREFORE, for good and valuable consideration exchanged by the parties hereto, the mutual receipt and legal sufficiency of which are hereby acknowledged, Landlord, Tenant, and Subtenant hereby acknowledge, confirm to and agree with Secured Party as follows, as of the date set forth above:

AGREEMENTS

1. Premises and Lease: Landlord is the sole fee owner of the Premises and the holder of the landlord's interest pursuant to the Lease and, except as reflected in the Lease, Landlord has not assigned or agreed to assign its interest in the Lease in whole or in part. All

contingencies and conditions to the effectiveness of the Lease and commencement of the term thereof have been satisfied. The copy of the Lease attached hereto as Exhibit B is a true, correct, complete, and current copy of the Lease, which has not been modified or amended except as shown in Exhibit B. Landlord confirms that Tenant is the current holder of the tenant's interest pursuant to the Lease.

2. Entire Agreement: The Lease constitutes the entire agreement and understanding between Landlord and Tenant with respect to the Premises. There are no other agreements, understandings or arrangements (written or oral) between Landlord and Tenant with respect to the Premises.
3. Rent and Charges Paid: All rent and other charges payable by Tenant pursuant to the Lease have been paid and are currently paid in full.
4. No Default: To the best of Landlord's and Tenant's knowledge, neither Landlord nor Tenant are in breach or default pursuant to any of the terms and conditions of the Lease and no event or circumstance has occurred or exists which with the passage of time and/or the giving of notice would constitute a breach or default pursuant to the Lease. Landlord has not given or received any notice of any breach or default pursuant to the Lease.
5. No Termination Event: Landlord has not taken, and has no current intention of taking any action to, or that would, terminate the Lease.
6. Term: The Lease is for a term of twenty-seven (27) years, commencing on September 15, 2015 and ending on September 14, 2042. There are no options to extend or renew the term of the Lease.
7. Disputes: There are no material disputes between Landlord and Tenant concerning the Lease or the Premises.
8. No Fixtures: None of the Collateral, notwithstanding the manner in which any of the Collateral may be affixed to the Premises, shall be or be deemed to constitute fixtures or part of the Premises.
9. Access: If Secured Party enforces its security interest in the Collateral, after written notice to Landlord and Tenant, Secured Party or its agents may enter and remain upon the Premises pursuant to the Sublease, provided that, prior to entry on the Premises, (a) Tenant receives the rental and other amounts due from Subtenant pursuant to the Sublease for the period of time that Secured Party is on the Premises and (b) Secured Party and its agents comply with all terms and conditions of the Tenant under the Lease and Subtenant under the Sublease, (c) Secured Party any of its agents entering onto the Premises procure insurance coverage of the type and amounts required of Subtenant under the Sublease and provide Landlord and Tenant with evidence of such insurance; (d) exercise such rights under the Security Agreement or its collateral assignment of Subtenant's rights, interests and obligations in the Solar Generation Purchase Agreement dated October 14, 2015 (as amended, "PPA") by and between Subtenant and Tenant which are necessary for Secured Party to operate, repair or remove the Collateral in accordance with the terms of the PPA; and (e) cure any prior defaults of Subtenant existing under the Sublease or Lease. Once

Secured Party or any of its agents enter the Premises, they will comply with the terms of the Lease, Sublease, PPA and other applicable laws and permits with respect to the Premises.

10. Notice of Default: In the event that Landlord gives or receives notice of a default or termination of the Lease to Tenant, Landlord will send Secured Party a copy of such notice. Any such notice may be sent to Cathay Bank, High Technology Division, 2855 Kifer Road, Suite 245, Santa Clara, CA 95051, Attention: Ms. Jane Ho or Mr. Peter Wong.
11. Cure Rights: Prior to termination of the Lease for any default by Tenant, Landlord will permit Secured Party or its designees to cure any such curable default under the Lease within the greater of (i) such time as Tenant is permitted to cure such default pursuant the Lease or (ii) thirty (30) days after delivery of such notice described in paragraph 10; provided, however, that Secured Party shall not be under any obligation to cure any such default.
12. Consent: Landlord hereby approves of and consents to Secured Party obtaining a security interest in the Collateral and a collateral assignment of the Sublease and the recording of such documents and instruments as may be necessary to create and perfect such liens. Without the further consent of Landlord, Secured Party may enforce and foreclose upon its lien and security interest in the Collateral pursuant to the terms and conditions of the instruments creating such rights. By executing and delivering this instrument, Tenant is not waiving any rights or remedies it may have under the PPA (including, but not limited to, any possessory or other rights under Section 8.4 of the PPA), the Sublease, or other instruments with Subtenant or Secured Party or under applicable laws with respect to operation or purchase of the Collateral. By executing and delivering this instrument, Landlord is not waiving any rights or remedies it may have under the Lease or applicable laws.
13. Third Party Consent: Landlord represents and warrants to Secured Party that there is no lien encumbering Landlord's fee interest in the Premises other than the Lease, Sublease and instruments of record, and that no consent or joinder of any other party is required for Landlord's execution of this Agreement.
14. Further Assignment: Assuming Secured Party receives the consent of Landlord pursuant to Section 9 of the Lease, once Secured Party has exercised its rights to assume Subtenant's rights as subtenant under the Sublease, Secured Party may assign the Sublease pursuant to Secured Party's rights with respect to its lien and the collateral assignment of the Sublease. Any assignee will be required to assume all of Subtenant's obligations pursuant to the Sublease accruing after the effective date of such assignment, and any assignment will be effective only if, among any other conditions of Landlord or Tenant, Secured Party or the assignee cure any existing defaults of Subtenant under the Sublease. Upon any such assignment, the assignor will be fully and forever released from any and all obligations pursuant to the Sublease accruing after the effective date of such assignment.
15. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. This Agreement may be delivered in pdf or equivalent electronic form.

16. Miscellaneous. This Agreement may not be assigned by Secured Party without the prior written consent of Landlord, which shall not be unreasonably withheld, delayed or conditioned. Any purported assignment without the required consent shall be void. This Agreement contains the entire agreement between the parties concerning the matters addressed herein. The parties may amend this Agreement only in writing. This Agreement benefits and binds the successors and assigns of each party.

[SIGNATURE PAGE TO FOLLOW]

Landlord has executed and delivered this Landlord Estoppel, Consent and Agreement to be effective as of the date set forth above.

LANDLORD:

CITY OF CEDAR FALLS, IOWA

By: _____

Name: _____

Its: _____

Attest:

By: _____

Name: _____

Its: _____

Address of Landlord:

c/o Cedar Falls City Clerk
220 Clay Street
Cedar Falls, Iowa 50613

Tenant has executed and delivered this Landlord Estoppel, Consent and Agreement to be effective as of the date set forth above.

TENANT:

**THE BOARD OF TRUSTEES OF THE
MUNICIPAL ELECTRIC UTILITY OF
THE CITY OF CEDAR FALLS, IOWA**

By: 

Name: Craig A. Johnson

Its: Chair, Board of Trustees

By: 

Name: Richard L. McAlister

Its: Secretary, Board of Trustees

Address of Tenant:

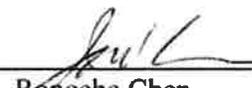
Attn: General Manager
One Utility Parkway
P.O. Box 769
Cedar Falls, Iowa 50613

Subtenant has executed and delivered this Landlord Estoppel, Consent and Agreement to be effective as of the date set forth above.

SUBTENANT:

CEDAR FALLS SOLAR FARM, LLC, an
Iowa Limited Liability Company

By: General Energy Solutions USA, Inc., a
Nevada corporation, sole member

By: 
Name: Rongche Chen
Title: Corporate Secretary

Address of Subtenant:

701 W. Kimberly Avenue
Suite 220
Placentia, Ca 92870
Attention: Mr. Jack Chen

Exhibit "A"
(Legal Description)

LEASED PREMISES:

That part of the Northeast Quarter (NE $\frac{1}{4}$) of Section 35, Township 89 North, Range 14 West of the Fifth P.M. in the City of Cedar Falls, Black Hawk County, Iowa described as follows:

Commencing at a point on the North line of said Northeast Quarter (NE $\frac{1}{4}$) which is Six Hundred Thirty (630.0) feet West of the Northeast corner of said Northeast Quarter (NE $\frac{1}{4}$); thence South 0°58'30" East parallel to the East line of said Northeast Quarter (NE $\frac{1}{4}$) a distance of Seven Hundred (700.0) feet to the point of beginning, thence North 89°37'15" East parallel to said North line a distance of Three Hundred Ten (310.0) feet; thence South 00°58'30" East parallel to said East line a distance of Five Hundred Twenty-five (525.0) feet; thence South 89°37'15" West parallel to said North line a distance of Four Hundred Seventy-three (473.0) feet; thence North 20°01'15" West a distance of One Hundred Eighty-eight and Five tenths (188.5) feet; thence North 00°58'30" West parallel with said East line a distance of Five Hundred Eighty-four (584.0) feet; thence North 17°19'30" East a distance of Ninety-three and Nine tenths (93.9) feet; thence North 89°37'15" East parallel to said North line a distance of One Hundred Ninety-five (195.0) feet; thence South 00°58'30" East parallel to said East line a distance of Three Hundred Twenty-six (326.0) feet to the point of beginning. Contains 7.966 acres, more or less.

INGRESS/EGRESS AND UTILITIES EASEMENT:

That part of the Northeast Quarter (NE $\frac{1}{4}$) of Section 35, Township 89 North, Range 14 West of the Fifth P.M. in the City of Cedar Falls, Black Hawk County, Iowa described as follows:

Beginning at a point on the North line of said Northeast Quarter (NE $\frac{1}{4}$) which is Six Hundred Fifty-seven and Seven tenths (651.7) feet West of the Northeast corner of said Northeast Quarter (NE $\frac{1}{4}$); thence South 0°14'15" East a distance of One Hundred Nineteen and Five Tenths (119.5) feet; thence Southwesterly Two Hundred Six and Eight tenths (206.8) feet along a Two Hundred Seven and Eight tenths (207.8) feet radius curve, concave Northwesterly and having a chord bearing South 28°18'45" West a distance of One Hundred Ninety-eight and Four tenths (198.4) feet; thence South 56°47'30" West a distance of Fifty and Nine tenths (50.9) feet; thence South 30°12'45" West a distance of Sixty-one and Four tenths (61.4) feet to the Northwesterly corner of the Solar Garden Lease area; thence South 17°19'30" West a distance of Ninety-three and Nine tenths (93.9) feet along the West line of said Lease area; thence South 0°58'30" East a distance of Three Hundred Fifteen (315.0) feet along said West line; thence continue South 0°58'30" East a distance of Forty (40.0) feet along said West

line, thence South 89°37'15" West a distance of Thirty-three (33.0) feet; thence continue South 89°37'15" West a distance of Thirty (30.0) feet; thence North 2°31'45" East a distance of Forty and One tenth (40.1) feet; thence N 1°29'30" East a distance of Three Hundred Twenty-three and Two tenths (323.2) feet; thence Northeasterly One Hundred Ninety and Six tenths (190.6) feet along a One Hundred Ninety-seven and Five tenths (197.5) feet radius curve, concave Southeasterly and having a chord bearing North 29°08'30" East a distance of One Hundred Eighty-three and Three tenths (183.3) feet; thence North 56°47'30" East a distance of Fifty and Nine tenths (50.9) feet; thence Northeasterly One Hundred Seventy-seven (177.0) feet along a One Hundred Seventy-seven and Eight tenths (177.8) feet radius curve, concave Northwesterly and having a chord bearing North 28°16'45" East a distance of One Hundred Sixty-nine and Eight tenths (169.8) feet; thence North 0°14'15" West a distance of One Hundred Nineteen and Four tenths (119.4) feet to the North line of said Northeast Quarter (NE $\frac{1}{4}$); thence North 89°37'15" East a distance of Thirty (30.0) feet along said North line to the point of beginning. Contains 0.887 acres, more or less, including existing Viking Road right of way.

GES Cedar Falls
Landlord Estoppel and Consent
4841-9194-8341 |

GES Cedar Falls
Landlord Estoppel and Consent
4841-9194-8341 |

Exhibit "B" (Lease)

[See Attached]


DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls
 220 Clay Street
 Cedar Falls, Iowa 50613
 Phone: 319-268-5161
 Fax: 319-268-5197
 www.cedarfalls.com

MEMORANDUM
Recreation Division

TO: Honorable Mayor James P. Brown and City Council

FROM: Bruce Verink, Recreation Division Manager

DATE: August 28, 2019

SUBJECT: The Falls Aquatic Center – Open Pit and Dumpster screening project
 CIP project Number 189 Contract



On Wednesday August 21, 2019 at 10:00 AM, bids for this project were opened. The City received three bids with the difference between the low and high of \$3,668. All three proposals were very competitive and fell under the architect's preliminary estimate of \$110,000.

The Department of Community Development recommend the attached contract with Failor Hurley of Waterloo Iowa for \$105,332 be approved so this project can move forward yet this fall with a completion date of October 31, 2019.

Attached is a copy of the Bid tabulation for your review. Included in the attached document is the standard AIA contract which Legal has reviewed. Current contractor's insurance requirements were included with the information sent to the bidders. Failor Hurley has provided all proof of insurance documents which have been submitted for staff's approval.

This project is for the removal of a chain link fence currently around a pump pit that will be replaced with block walls attached on one side to an existing building. To construct a deck, per say, above the motors below thus increasing storage for the facility, and build a cement block screen to help hide the other two dumpsters located on site thus improving the overall aesthetics of the facility. Attached is a picture of the current open pit.

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

xc: Stephanie Houk Sheetz, Director of Community Development

INVISION

BID TABULATION

DATE August 21, 2019
PROJECT THE FALLS AQUATIC CENTER – PUMP BUILDING AND DUMPSTER ENCLOSURE
PROJECT # 17092
PROJECT BUDGET

Bidding Company Location		Cardinal Constuction Waterloo, IA	Peters Construction Waterloo, IA	Failor Hurley Waterloo, IA
Bid Security (5%)	X	X	X	X
Addendum No. 01 dated 8.16.19	X	X	X	X
Complete work by:	10/31/2019			
BASE BID	\$	\$109,000	\$108,108	\$103,932
ALTERNATES	Selected X			
Voluntary Alternate - Furnish performance and payment bond	X			\$1,400
Total = Base Bid + Selected Alternates (if applicable)		\$109,000	\$108,108	\$105,332

Owner

ITEM 10.

AIA® Document A101™ – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Third day of September in the year Two Thousand Nineteen
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

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

and the Contractor:
(Name, legal status, address and other information)

Faylor Hurley Construction
3337 Marnie Ave
Waterloo, IA 50701

for the following Project:
(Name, location and detailed description)

17092 The Falls Aquatic Center – Pump Building and Dumpster Enclosure Renovation
3025 S. Main St.
Cedar Falls, IA 50613

The Architect:
(Name, legal status, address and other information)

INVISION Architecture, LTD
501 Sycamore #101
PO Box 1800
Waterloo, IA 50704-1800
Telephone Number: 319.233.8419
Fax Number: 319.233.8419

The Owner and Contractor agree as follows.

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

The parties should complete A101™–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the ~~Owner~~ Architect.
- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

Init.

[] Not later than () calendar days from the date of commencement of the Work.

[X] By the following date: October 31, 2019

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Hundred Five Thousand Three Hundred Thirty-two Dollars and Zero Cents (\$ 105,332.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
<u>Voluntary alternate: furnish performance and payment bonds</u>	<u>\$1,400</u>

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. *(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.3 Allowances, if any, included in the Contract Sum: *(Identify each allowance.)*

Item	Price
<u>N/A</u>	

§ 4.4 Unit prices, if any: *(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price per Unit (\$0.00)
<u>N/A</u>		

§ 4.5 Liquidated damages, if any: *(Insert terms and conditions for liquidated damages, if any.)*

Liquidated damages do not apply

§ 4.6 Other: *(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)*

ARTICLE 5 PAYMENTS**§ 5.1 Progress Payments**

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 15th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

5%

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

0 % zero

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

Init.

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

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

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:

(Name, address, email address, and other information)

Bruce Verink, Recreation & Community Programs Manager
Cedar Falls Recreation Division
110 E 13th Street
Cedar Falls, IA 50613
Telephone Number: (319) 273-8636

Email Address: bruce.verink@cedarfalls.com

§ 8.3 The Contractor’s representative:

(Name, address, email address, and other information)

Bill Failor
Failor Hurley Construction
3337 Marnie Avenue
Waterloo, IA 50701
Telephone Number: (319) 883-3036

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in ~~AIA Document A101™–2017~~ Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

N/A

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 ~~AIA Document A101™–2017, Exhibit A, Insurance and Bonds~~
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4 ~~AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:~~
(Insert the date of the E203–2013 incorporated into this Agreement.)

.5 Drawings

<u>Number</u>	<u>Title</u>	<u>Date</u>
<u>Exhibit B</u>		

.6 Specifications

<u>Section</u>	<u>Title</u>	<u>Date</u>	<u>Pages</u>
<u>Exhibit C</u>			

.7 Addenda, if any:

<u>Number</u>	<u>Date</u>	<u>Pages</u>
<u>Addendum No. 01</u>	<u>8.16.2019</u>	<u>1</u>
<u>Addendum No. 02</u>	<u>8.20.19</u>	<u>Email</u>

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

The Sustainability Plan:

Title	Date	Pages
-------	------	-------

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

- .9** Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

- Exhibit A Insurance Requirements
- Exhibit B Drawings
- Exhibit C Specifications
- Bid Form
- Performance and Payment Bond
- Certificate of Insurance

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

OWNER (Signature)

 (Printed name and title)

William W. Fakor

CONTRACTOR (Signature)

William W. Fakor, PRESIDENT

 (Printed name and title)

Exhibit A

Original 12/13/2011

Revision 01/31/2017

**INSURANCE REQUIREMENTS FOR
CONTRACTORS FOR THE CITY OF CEDAR FALLS**

*** This document outlines the insurance requirements for all Contractors who perform work for the City of Cedar Falls. The term "contractor" as used in this document shall be defined as the general contractor, artisan contractor, or design contractor that will be performing work for the City of Cedar Falls under contract.

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

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

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

4. Each certificate shall be submitted to the City of Cedar Falls.
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. Form CG 25 03 03 97 "Designated Construction Project(s) General Aggregate Limit" shall be included. All deviations or exclusions from the standard ISO commercial general liability form CG 001 shall be clearly identified and shall be subject to the review and approval of the City.
- Contractor shall maintain ongoing CGL coverage for at least 2 years following substantial completion of the Work to cover liability arising from the products-completed operations hazard and liability assumed under an insured contract.
- Governmental Immunity endorsement identical or equivalent to form attached.
- Additional Insured Requirement – See Exhibit 1.
The City of Cedar Falls, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers shall be named as an additional insured on General Liability Policies for all classes of contractors.

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

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

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

8. Errors & Omissions: If the contract's scope of services includes design work or other professional services, then Contractor shall maintain insurance coverage for errors, omissions and other wrongful acts or omissions (except for intentional acts or omissions), arising out of the professional services performed by Contractor. Contractor shall maintain continuous Errors & Omissions coverage for a period commencing no later than the date of the contract, and

continuing for a period of no less than 2 years from the date of completion of all work completed or services performed under the contract. The limit of liability shall not be less than \$1,000,000.

9. Separation of Insured's Provision: If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

10. Limits: By requiring the insurance as set out in this Contract, City does not represent that coverage and limits will necessarily be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities provided to City in this Contract. The City will have the right at any time to require liability insurance greater than that otherwise specified in Exhibit 1. If required, the additional premium or premiums payable shall be added to the bid price.

11. Performance and Payment Bonds: The City shall have the right to require the Contractor to furnish performance and payment bonds for the full amount of the Contract price. The Contractor shall furnish, by a surety and in a form satisfactory to the City, such bonds to the City, prior to the start of Contractor's Work, covering the performance of the Contractor and the payment of all obligations arising hereunder. The Contractor, upon receipt of the bonds and invoice from the surety, shall pay for the cost of said bonds. Additional bond premium costs due to modifications to the Contract, shall be included in the modification amount submitted by Contractor, and paid by Contractor.

12. Indemnification (Hold Harmless) Provision: To the fullest extent permitted by law, the Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, agents and volunteers working on behalf of the City of Cedar Falls, Iowa against any and all claims, demands, suits or loss, including any and all outlay and expense connected therewith, and for damages which may be asserted, claimed or recovered against or from the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, agents and volunteers working on behalf of the City of Cedar Falls, Iowa, including, but not limited to, damages arising by reason of personal injury, including bodily injury or death, and property damages, which arises out of or is in any way connected or associated with the work and/or services provided by the Contractor to the City of Cedar Falls, Iowa pursuant to the provisions of this contract to the extent arising out of the errors, omissions or negligent acts of the Contractor, its agents, employees, subcontractors or others working on behalf of the Contractor. It is the intention of the parties that the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, agents and volunteers working on behalf of the City of Cedar Falls, Iowa shall not be liable or in any way responsible for the injury, damage, liability, loss or expense incurred by the Contractor, its officers, employees, subcontractors, and others affiliated with the

Contractor due to accidents, mishaps, misconduct, negligence or injuries either in person or property resulting from the work and/or services performed by the 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.

13. Waiver of Subrogation: To the extent permitted by law, Contractor hereby releases the City of Cedar Falls, Iowa, its elected and appointed officials, its directors, employees, agents and volunteers working on behalf of the City of Cedar Falls, Iowa, from and against any and all liability or responsibility to the Contractor or anyone claiming through or under the Contractor by way of subrogation or otherwise, for any loss or damage to property caused by fire or any other casualty and for any loss due to bodily injury to Contractor's employees. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of this contract or arising out of the work performed under this contract. The Contractor's policies of insurance shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of the Contractor to recover thereunder.

Completion Checklist

- Certificate of Liability Insurance (2 pages)
- Designated Construction Project(s) General Aggregate Limit CG 25 03 03 97 (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

FALLS A

**CITY OF CEDAR FALLS, IOWA
ADDITIONAL INSURED ENDORSEMENT**

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

This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess.

**GOVERNMENTAL IMMUNITIES ENDORSEMENT
(For use when including the City as an Additional Insured)**

1. Nonwaiver of Government Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Cedar Falls, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Cedar Falls, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
3. Assertion of Government Immunity. The City of Cedar Falls, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the City of Cedar Falls, Iowa.
4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Cedar Falls, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Cedar Falls, Iowa.
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.

CG 25 03 03 97

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Projects:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under COVERAGE A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under COVERAGE C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
3. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations for all other projects.

Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.

4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

CG 25 03 03 97

- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of Limits Of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.

Copyright, Insurance Services Office, Inc., 1996

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.

**THIS PAGE IS
INTENTIONALLY
LEFT BLANK**

EXHIBIT B

ITEM 10.

17092 The Falls Aquatic Center – Pump Building and Dumpster Enclosure Renovation Drawings

SHEET NO.	SHEET TITLE	DRAWING DATE
GENERAL		
G0.00	Cover Sheet	August 12, 2019
G0.01	Title Sheet	August 12, 2019
ARCHITECTURAL		
A1.00	Pump House Renovation	August 12, 2019
A2.00	Dumpster Enclosure Expansion and Pump House Details	August 12, 2019
MECHANICAL/ELECTRICAL		
ME1.00	Mechanical/Electrical Plan	August 12, 2019

EXHIBIT C

17092 The Falls Aquatic Center – Pump Building and Dumpster Enclosure Renovation Specifications – Bid Document Set dated August 12, 2019

SPECIFICATION SECTIONS	# OF PAGES
Division 00 - Procurement and Contracting Requirements	70
Division 01 - General Requirements	26
Division 02 – Existing Conditions	2
Division 04 – Masonry	4
Division 05 – Metals	4
Division 07 - Thermal and Moisture Protection	4
Division 08 – Openings	8
Division 09 – Finishes	6
Division 31 - Earthwork	2
Division 32 – Exterior Improvements	10

SECTION 00 41 00

BID FORM

THE PROJECT AND THE PARTIES

1.01 TO:

- A. Cedar Falls Recreation Division (Owner)
3025 S Main St.
Cedar Falls, Iowa 50613

1.02 FOR:

- A. Project: 17092 The Falls Aquatic Center - Pump Building and Dumpster Enclosure Renovation.

1.03 DATE: 8/21/19 (BIDDER TO ENTER DATE)

1.04 SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)

- A. Bidder's Full Name FAILOR HURLEY CONSTRUCTION
 - 1. Address 3337 MARNIE AVENUE
 - 2. City, State, Zip WATERLOO, IA 50701

1.05 OFFER

- A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Bid Documents prepared by Design Professional for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:
ONE HUNDRED THREE THOUSAND NINE HUNDRED THIRTY-TWO AND NO/100'S dollars
(\$ 103,932.00), in lawful money of the United States of America.
- B. We have included the required security deposit as required by the Instruction to Bidders.
- C. All applicable federal taxes are included and State of Iowa taxes are included in the Bid Sum.

1.06 ACCEPTANCE

- A. This offer shall be open to acceptance and is irrevocable for thirty days from the bid closing date.
- B. If this bid is accepted by Owner within the time period stated above, we will:
 - 1. Execute the Agreement within seven days of receipt of Notice of Award.
 - 2. Furnish the required bonds within seven days of receipt of Notice of Award.
 - 3. Commence work within seven days after written Notice to Proceed of this bid.

1.07 CONTRACT TIME

- A. If this Bid is accepted, we will:
- B. Complete the Work by the 31st day of October 2019.

ALTERNATE: FURNISH PERFORMANCE & PAYMENT BONDS, AMT: \$1,400.00

1.08 ADDENDA

- A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.
 - 1. Addendum # 1 Dated 8/16/19
 - 2. Addendum # 2 Dated 8/20/19

1.09 BID FORM SIGNATURE(S)

The Corporate Seal of FAILOR HURLEY CONSTRUCTION

(Bidder - print the full name of your firm)

was hereunto affixed in the presence of:

WILLIAM W. FAILOR, PRESIDENT

(Authorized signing officer, Title)

William W. Failor

(Authorized signing officer, Title)

(Seal)

END OF SECTION



CERTIFICATE OF LIABILITY INSURANCE

FAILO-1

ITEM 10.

06/21/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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
The Sinnott Agency, Inc.
622 W 4th St., PO Box 1918
Waterloo, IA 50704
Daniel Sinnott

CONTACT NAME:
PHONE (A/C, No, Ext): 319-233-6103 **FAX (A/C, No):** 319-234-8133
E-MAIL ADDRESS: janant@sinnottagency.com

INSURED
FAILOR HURLEY CONSTRUCTION
3337 MARNIE AVE
WATERLOO, IA 50701

INSURER(S) AFFORDING COVERAGE **NAIC #**
INSURER A: Allied Insurance Company 42579
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 LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	ACP7122740029	06/04/2019	06/04/2020	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 - COMPIOP AGG \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	ACP7122740029	06/04/2019	06/04/2020	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 checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	<input checked="" type="checkbox"/>	ACP7122740029	06/04/2019	06/04/2020	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A	ACP7122740029	06/04/2019	06/04/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
WHEN REQUIRED IN WRITTEN CONTRACT. SEE 2ND PAGE.

CERTIFICATE HOLDER**CANCELLATION**

CITYOCF

CITY OF CEDAR FALLS
220 CLAY ST
CEDAR FALLS, IA 50613

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

NOTEPAD:HOLDER CODE CITYOCF
INSURED'S NAME FAILOR HURLEY CONSTRUCTIONFAILO-1
OP ID: JT

Date 08/11/2015

ITEM 10.

WHEN REQUIRED IN WRITTEN CONTRACT:

THE CITY OF CEDAR FALLS, INCLUDING ALL ITS ELECTED AND APPOINTED OFFICIALS, ALL ITS EMPLOYEES AND VOLUNTEERS, ALL ITS BOARDS, COMMISSIONS AND/OR AUTHORITIES AND THEIR BOARD MEMBERS, EMPLOYEES AND VOLUNTEERS ARE INCLUDED AS ADDITIONAL INSURED UNDER THE GENERAL LIABILITY POLICY ON A PRIMARY & NON-CONTRIBUTORY BASIS PER CG7323 INCLUDING COMPLETED OPERATIONS PER CG7246. ADDITIONAL INSURED UNDER THE AUTO PER AC7005 AND UMBRELLA PER UMB0094. WAIVER OF SUBROGATION UNDER GENERAL LIABILITY PER CG7323, AUTO PER AC7005, WORK COMP PER WC000313.
GOVERNMENTAL IMMUNITIES ENDORSEMENT INCLUDED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS FOR OTHER
PARTIES WHEN REQUIRED IN WRITTEN
CONSTRUCTION AGREEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II – Who Is An Insured** is amended to include as an additional insured:

Ongoing Operations

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured for ongoing operations ends when your operations for the person or organization described in Paragraph 1. above are completed.

With respect to insurance afforded to these additional insureds for ongoing operations, this insurance does not apply to "bodily injury" or "property damage" occurring after:

- a. All work, including material, 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
- b. that operation 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.

- B. Section II – Who Is An Insured** is amended to include as an additional insured:

Products-Completed Operations

Any person or organization with whom you have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for such person or organization and included in the "products-completed operations hazard".

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- C. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering**

CG 72 46 11 15

of, or the failure to render, any professional architectural, engineering or surveying services, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- D. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph A.1. or Paragraph B.; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

- E. With respect to the insurance afforded to these additional insureds, the following is added to **Section IV – Commercial General Liability Conditions, Condition 4. Other Insurance** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS ENHANCEMENT PLUS ENDORSEMENT INCLUDING MEDICAL PAYMENTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Lost Key Coverage

1. Under Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability, coverage is extended to include the following:

If a customer's master or grand key, excluding electronic key card, is lost, damaged or stolen while in your care, custody or control we will pay the cost of replacing the keys, including the master lock and all keys used in the same lock, the cost of adjusting locks to accept the new keys, or the cost to replace the locks, whichever is less.

2. **Limit of Insurance** – For the purpose of this coverage the most we will pay is \$ 10,000 per "occurrence".

B. Voluntary Property Damage

1. Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability, coverage is extended to include the following:

At your request, we will pay for "property damage" to property of others caused by you and while in your possession, arising out of your business operations and occurring during the policy period.

2. **Limit of Insurance** – For the purpose of this coverage the most we will pay is \$1,500 per "occurrence".

C. Non-Owned Watercraft

Under Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability,

2. Exclusions, Exclusion g. Aircraft, Auto Or Watercraft Paragraph (2) (a) is replaced with:

(a) Less than 51 feet long; and

D. Expanded Property Damage Coverage

1. For the purposes of this endorsement only:

Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability, 2. Exclusions, Exclusion j. Damage To Property is amended as follows:

- a. Paragraphs (3), (5), and (6) are deleted in their entirety.

- b. Paragraph (4) is deleted in its entirety and replaced with:

(4) Personal property in the care, custody, or control of the insured:

(a) for storage or sale at premises you own, rent or occupy; or

(b) while being transported by any aircraft, "auto" or watercraft owned or operated by or rented to or loaned to any insured.

- c. The coverage provided by this endorsement does not apply to "property damage":

(1) Arising out of the disappearance or loss of use of personal property; or

(2) Included in the "products-completed operations hazard".

2. **Limit of Insurance** - The most we will pay for loss arising out of any one "occurrence" is \$5,000.

3. **Deductible** - Our obligation to pay for a covered loss applies only to the amount of loss in excess of \$250.

We will pay the deductible amount to effect settlement of any claim or "suit" and, upon notification of this action having been taken, you shall promptly reimburse us for the deductible as has been paid by us.

CG 73 23 12 16

This insurance is primary to any expanded property damage coverage provided by a separate endorsement attached to this policy, and it will supplant any deductible in said endorsement

E. Damage To Premises Rented To You

1. Under **Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability**, the last paragraph of **2. Exclusions** is replaced with:

If **Damage To Premises Rented To You** is not otherwise excluded, Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke, or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner.

2. Under **Section III – Limits Of Insurance**, Paragraph 6 is replaced with:

6. Subject to 5. above, the **Damage To Premises Rented To You Limit** is the most we will pay under **Coverage A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke or sprinkler leakage, while rented to you or temporarily occupied by you with permission of the owner. The limit is increased to \$1,000,000.

3. Under **Section IV – Commercial General Liability Conditions, 4. Other Insurance, b. Excess Insurance (1) (a) (II)** is replaced with:

(ii) That is Fire, Lightning, Explosion, Smoke or Sprinkler leakage insurance for premises rented to you or temporarily occupied by you with permission of the owner.

F. Supplementary Payments

Under **Section I – Coverages, Supplementary Payments – Coverages A and B Paragraphs 1.b and 1.d.** are replaced with:

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the **Bodily Injury Liability Coverage** applies. We do not have to furnish these bonds.

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

G. Newly Formed And Acquired Organizations

Under **SECTION II – WHO IS AN INSURED Paragraph 3.a.** is replaced with:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

H. Additional Insured – Automatic Status When Required In An Agreement Or Contract With You

Section II – Who Is An Insured is amended to include:

1. Any person(s) or organization(s) described in Paragraph a. – d. below with whom you have agreed in writing in a contract or written agreement that such person or organization be added as an additional insured on your policy during the policy period shown in the Declarations.
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

The person or organization added as an insured by this endorsement is an insured only for liability due to:

- a. **Lessors of Leased Equipment** – with respect to their liability for "bodily injury", "property damage", or "personal and advertising injury", caused in whole or in part by your maintenance, operation, or use of equipment leased to you by such person(s) or organization(s). This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

However, their status as additional insured under this policy ends when their lease, contract, or agreement with you for such leased equipment expires.

- b. **Managers or Lessors of Premises** – with respect to liability arising out of the ownership, maintenance, or use of that part of the premises you own, rent, lease, or occupy.

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction, or demolition operations performed by or on behalf of the person or organization.

However, their status as additional insured under this policy ends when you cease to be a tenant of such premises.

c. State or Political Subdivision – Permits Relating to Premises – with respect to the following hazards for which the state or political subdivision has issued a permit or authorization in connection with premises you own, rent, or control and to which this insurance applies.

- (1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
- (2) The construction, erection, or removal of elevators; or
- (3) The ownership maintenance or use of any elevators covered by this insurance.

This insurance does not apply to:

- (1) "Bodily injury" or "property damage" or "personal or advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

However, such state or political subdivision's status as additional insured under this policy ends when the permit ends.

d. Owners, Lessees, or Contractors – 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 performed for that additional insured, whether the work is performed by you or on your behalf.

The insurance does not apply to:

- (1) "Bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of or the failure to render any professional architectural, engineering, or survey services, including:

- (a) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, survey, field orders, change orders, or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or failure to render, any professional, architectural, engineering, or surveying services.

- (2) "Bodily injury" or "property damage" occurring after:

- (a) 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

(b) 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.

However, a person or organization's status as additional insured under this policy ends when your operations for that additional insured are completed.

With respect to the insurance afforded to such additional insureds a. – d. described above, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations:

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

However, the insurance afforded to such additional insureds a. – d. described above:

- 1. Only applies to the extent permitted by law; and
- 2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

3. Primary and Noncontributory – Other Insurance Conditions

The following is added to the **Other Insurance Condition** and supersedes any provisions to the contrary:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- a. The additional insured is a Named Insured under such other insurance; and

b. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

I. Employee Bodily Injury To Another Employee
Under **Section II – Who Is An Insured** The following is added to Paragraph 2.a.(1):

Paragraphs 2.a.(1) (a), (b) and (c) do not apply to "bodily injury" to a co-"employee" in the course of the co-"employee's" employment by you, or to "bodily injury" to a co-"volunteer worker" while performing duties related to the conduct of your business.

J. Broad Form Named Insured

Under **Section II – Who Is An Insured** The following is added to Paragraph 2.:

e. Any business entity incorporated or organized under the laws of the United State of America (including any State thereof), its territories or possessions, or Canada (including any Province thereof) in which the Named Insured shown in the Declarations owns, during the policy period, an interest of more than fifty percent. If other valid collectible insurance is available to any business entity covered by this solely by reason of ownership by the Named Insured shown in the Declarations in excess of fifty percent, this insurance is excess over the other insurance, whether primary, excess, contingent, or on any other basis.

K. Aggregate Limit Per Location

Under **Section III – Limits Of Insurance** the following is added to Paragraph 2:

The General Aggregate Limit under **Section III Limits Of Insurance** applies separately to each of your locations owned by or rented to you or temporarily occupied by you with the permission of the owner. For the purposes of this provision, location means premises involving the same or connecting lots, or premises whose connection is interrupted only by a public street, roadway, waterway or railroad right-of-way.

L. Aggregate Limit Per Project

Under **Section III – Limits Of Insurance** The following paragraph is added to Paragraph 2:

The General Aggregate Limit under **Section III Limits Of Insurance** applies separately to each of your construction projects away from premises owned by or rented to you.

CG 73 23 12 16

M. Medical Payments

Under **Section III – Limits Of Insurance, Paragraph 7.** is replaced with:

7. Subject to 5. above, the higher of:
- \$10,000; or
 - The amount shown in the Declarations for Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by one person.

This coverage does not apply if Coverage C – Medical Payments is excluded either by the provisions of any coverage forms attached to the policy or by endorsement.

N. Knowledge Of An Occurrence

Under **Section IV – Commercial General Liability Conditions,** the following is added to **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit:**

- Knowledge of an occurrence, offense, claim or suit by an agent or employee of any insured shall not in itself constitute knowledge of the insured unless you, a partner, if you are a partnership; or an executive officer or insurance manager, if you are a corporation receives such notice of an occurrence, offense, claim or suit from the agent or employee.
- The requirements in Paragraph b. will not be considered breached unless there is knowledge of occurrence as outlined in Paragraph e. above.

O. Unintentional Failure To Disclose Hazard

Under **Section IV – Commercial General Liability Conditions, Condition 6. Representations** the following paragraph is added:

- Your failure to disclose all hazards or prior "occurrences" or offenses existing as of the

inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" or offenses is not intentional. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

P. Waiver Of Subrogation

Under **Section IV – Commercial General Liability Conditions, 8. Transfer Of Rights Of Recovery Against Others To Us** the following paragraph is added:

If required by a written contract executed prior to loss, we waive any right of subrogation we may have against the contracting person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

Q. Liberalization

Under **Section IV – Commercial General Liability Conditions,** the following paragraph is added:

10. Liberalization

If we revise this coverage form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

R. Broadened Bodily Injury Definition (Mental Anguish)

Under **Section V – Definitions Definition 3.** "Bodily Injury" is replaced with:

- "Bodily injury" means physical injury, sickness, or disease to a person and if arising out of the foregoing, mental anguish, mental injury, shock, or humiliation, including death at any time resulting therefrom.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO PROTECTION - GOLD

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM

SUMMARY OF COVERAGES

- A. Effect of This Endorsement
- B. Newly Acquired or Formed Entities
- C. Employees as Insureds – Nonowned Autos
- D. Additional Insured by Contract, Permit or Agreement
- E. Supplementary Payments – Bail Bonds
- F. Supplementary Payments – Loss of Earnings
- G. Personal Effects and Property of Others Extension
- H. Prejudgment Interest Coverage
- I. Fellow Employee – Officer, Managers and Supervisors
- J. Hired Auto Physical Damage
- K. Temporary Substitute Autos – Physical Damage Coverage
- L. Expanded Towing Coverage
- M. Auto Loan or Lease Coverage
- N. Original Equipment Manufacturer Parts – Leased Private Passenger Types
- O. Deductible Amendments
- P. Rental Reimbursement Coverage
- Q. Expanded Transportation Expense
- R. Extra Expense – Stolen Autos
- S. Physical Damage Limit of Insurance
- T. New Vehicle Replacement Cost
- U. Physical Damage Coverage Extension
- V. Transfer of Rights of Recovery Against Others To Us
- W. Section IV – Business Auto Conditions – Notice of and Knowledge of Occurrence
- X. Hired Car Coverage Territory
- Y. Emergency Lock Out
- Z. Cancellation Condition

COMMERCIAL AUTO
AC 70 05 03 16

A. EFFECT OF THIS ENDORSEMENT

Coverage provided under this policy is modified by the provisions of this endorsement. If there is any conflict between the provisions of this endorsement and the provision(s) of any state-specific endorsement also attached to this policy, then the provision(s) of the state-specific endorsement shall apply instead of the provisions of this endorsement that are in conflict, but only to the extent of the conflict, and only to the extent necessary to bring such provisions into conformance with the state requirement(s) contained in the provision(s) of the state-specific endorsement.

B. NEWLY ACQUIRED OR FORMED ENTITIES

The Named Insured shown in the Declarations is amended to include any organization you newly acquire or form, other than a partnership, joint venture, or limited liability company, and over which you maintain ownership or majority (more than 50%) interest; if there is no other similar insurance available to that organization. Coverage under this provision is afforded until the 180th day after you acquire or form the organization or the end of the policy period, whichever is later.

C. EMPLOYEES AS INSURED - NONOWNED AUTOS

The following is added to paragraph A.1. Who Is An Insured of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

- d. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. ADDITIONAL INSURED BY CONTRACT, PERMIT OR AGREEMENT

The following is added to A.1. Who Is An Insured of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any person or organization that you are required to name as an additional insured in a written contract or agreement that is executed or signed by you prior to a "bodily injury" or "property damage" occurrence is an "insured" for Covered Auto Liability coverage. However, with respect to covered "autos", such person or organization is an insured only to the extent that person or organization qualifies as an "insured" under A.1. Who is an Insured of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

If specifically required by the written contract or agreement referenced in the paragraph above, any coverage provided by this endorsement to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.

E. SUPPLEMENTARY PAYMENTS – BAIL BONDS

Supplementary Payments of SECTION II – COVERED AUTOS LIABILITY COVERAGE is revised as follows:

- (2) Up to \$2,500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

F. SUPPLEMENTARY PAYMENTS – LOSS OF EARNINGS

Supplementary Payments of the SECTION II – COVERED AUTOS LIABILITY COVERAGE is revised as follows:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

G. PERSONAL EFFECTS AND PROPERTY OF OTHERS EXTENSION

1. The Care, Custody or Control Exclusion of SECTION II – COVERED AUTOS LIABILITY COVERAGE, does not apply to "property damage" to property, other than your property, up to an amount not exceeding \$250 in any one "accident". Coverage is excess over any other valid and collectible insurance.
2. The following paragraph is added to A.4. Coverage Extensions of SECTION III – PHYSICAL DAMAGE COVERAGE:
 - c. We will pay up to \$500 for your property that is lost or damaged as a result of a covered "loss", without applying a deductible. Coverage is excess over any other valid and collectible insurance.

COMMERCIAL AUTO**AC 70 05 03 16****H. PREJUDGMENT INTEREST COVERAGE**

The following paragraph is added to SECTION II – COVERED AUTOS LIABILITY COVERAGE, 2. Coverage Extensions, a. Supplementary Payments:

(7) Prejudgment interest awarded against the "insured" on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

I. FELLOW EMPLOYEE – OFFICERS, MANAGERS, AND SUPERVISORS

The Fellow Employee Exclusion in SECTION II – COVERED AUTOS LIABILITY COVERAGE is replaced as follows;

A. "Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business. This exclusion does not apply to an "insured" who occupies a position as an officer, manager, or supervisor.

J. HIRED AUTO PHYSICAL DAMAGE

If covered "auto" designation symbols 1 or 8 apply to Liability Coverage and if at least one "auto" you own is covered by this policy for Comprehensive, Specified Causes of Loss, or Collision coverages, then the Physical Damage coverages provided are extended to "autos" you lease, hire, rent or borrow without a driver; and provisions in the Business Auto Coverage Form applicable to Hired Auto Physical Damage apply up to a limit of \$100,000. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. Any Comprehensive deductible does not apply to fire or lightning.

K. TEMPORARY SUBSTITUTE AUTOS – PHYSICAL DAMAGE COVERAGE

The following is added to paragraph C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos of SECTION I - COVERED AUTOS:

If Physical Damage Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own while used with the permission of its owner as a temporary

substitute for a covered "auto" you own that is out of service because of its:

- a. Breakdown;
- b. Repair;
- c. Servicing;
- d. "Loss"; or
- e. Destruction

The coverage that applies is the same as the coverage provided for the vehicle being replaced.

L. EXPANDED TOWING COVERAGE

1. We will pay up to:
 - a. \$100 for a covered "auto" you own of the private passenger type, or
 - b. \$500 for a covered "auto" you own that is not of the private passenger type,
 for towing and labor costs incurred each time the covered "auto" is disabled. However, the labor must be performed at the place of disablement.
2. This coverage applies only for an "auto" covered on this policy for Comprehensive or Specified Causes of Loss Coverage and Collision Coverages.
3. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto".

M. AUTO LOAN OR LEASE COVERAGE

1. In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease, including up to a maximum of \$500 for early termination fees or penalties, for your covered "auto" less:
 - a. The amount paid under SECTION III – PHYSICAL DAMAGE COVERAGE of this policy; and
 - b. Any:
 - 1) Overdue lease/loan payments at the time of the "loss";
 - 2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - 3) Security deposits not refunded by a lessor;
 - 4) Costs of extended warranties, Credit Life insurance, Health, Accident, or Disability insurance purchased with the lease; and

**COMMERCIAL AUTO
AC 70 05 03 16**

- 5) Carry-over balances from previous leases.
2. This coverage only applies to a "loss" which is also covered under this policy for Comprehensive, Specified Causes of Loss, or Collision coverage.
3. Coverage does not apply to any unpaid amount due on a loan for which the covered "auto" is not the sole collateral.

N. ORIGINAL EQUIPMENT MANUFACTURER PARTS – LEASED PRIVATE PASSENGER TYPES

Under Paragraph C. Limit of Insurance of SECTION III – PHYSICAL DAMAGE COVERAGE, Section 4 is added as follows:

4. We will use new original equipment vehicle manufacturer parts for any private passenger type covered "auto" where required by the lease agreement which has a term of at least six months. If a new original equipment vehicle manufacturer part is not in production or distribution we may use a like, kind and quality replacement part.

O. DEDUCTIBLE AMENDMENTS

The following are added to the Deductible provision of SECTION III – PHYSICAL DAMAGE COVERAGE:

If another policy or coverage form that is not an automobile policy or coverage form issued by this company applies to the same "accident", the following applies:

1. If the deductible under this coverage is the smaller (or smallest) deductible, it will be waived:
2. If the deductible under this coverage is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

If a Comprehensive or Specified Causes of Loss Coverage "loss" from one "accident" involves two or more covered "autos", only the highest deductible applicable to those coverages will be applied to the "accident," if the cause of the loss is covered for those vehicles. This provision only applies if you carry Comprehensive or Specified Causes of Loss Coverage for those vehicles, and does not extend coverage to any covered "autos" for which you do not carry such coverage.

No deductible applies to glass if the glass is repaired, in a manner acceptable to us, rather than replaced.

P. RENTAL REIMBURSEMENT COVERAGE

1. This coverage applies only to a covered "auto" for which Physical Damage Coverage is provided on this policy.
2. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto." No deductibles apply to this coverage.
3. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.
 - b. The number of days shown in the Schedule.
4. Our payment is limited to the lesser of the following amounts:
 - a. Necessary and actual expenses incurred.
 - b. \$75 for any one day or for a maximum of 30 days.
5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under SECTION III – PHYSICAL DAMAGE COVERAGE Coverage Extension.

Q. EXPANDED TRANSPORTATION EXPENSE

Paragraph A.4.a. of SECTION III – PHYSICAL DAMAGE COVERAGE is replaced by the following:

We will pay up to \$50 per day to a maximum of \$1500 for temporary transportation expense incurred by you because of the total theft of a

**COMMERCIAL AUTO
AC 70 05 03 16**

covered "auto" of the private passenger type. We will only pay for those covered "autos" for which you carry Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

R. EXTRA EXPENSE – STOLEN AUTOS

The following paragraph is added to Coverage Extensions of SECTION III – PHYSICAL DAMAGE COVERAGE:

- c. We will pay for up to \$5,000 for the expense of returning a stolen covered "auto" to you. We will pay only for those covered "autos" for which you carry Comprehensive or Specified Causes of Loss Coverage

S. PHYSICAL DAMAGE LIMIT OF INSURANCE

Under SECTION III – PHYSICAL DAMAGE COVERAGE, Paragraph C., Limit of Insurance is replaced by the following:

C. Limit Of Insurance

1. The most we will pay for "loss" in any one "accident" is the lesser of:
 - a. The actual cash value of the damaged or stolen property as of the time of the "loss", or
 - b. The cost of repairing or replacing the damaged or stolen property.
2. \$1500 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
 - a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment.
 - b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
 - c. An integral part of such equipment.
3. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
4. The cost of repairing or replacing may:
 - a. Be based on an estimate which includes parts furnished by the original equip-

ment manufacturer or other sources including non-original equipment manufacturers and

- b. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the net improvement.

5. If we offer to pay the actual cash value of the damaged or stolen property, we will value auto advertising wraps, paint customization, and similar business related advertising modifications, in addition to the actual cash value of the property. Auto advertising wraps, paint customization, and similar business related advertising modifications will be valued at the cost to replace them with an adjustment made for depreciation and physical condition.

T. NEW VEHICLE REPLACEMENT COST

The following is added to the Limit of Insurance provision of SECTION III – PHYSICAL DAMAGE COVERAGE:

5. The provisions of paragraphs 1. and 3. do not apply to a covered "auto" of the private passenger type or a vehicle with a gross vehicle weight rating of 20,000 pounds or less which is a "new vehicle."

In the event of a total "loss" to your new vehicle to which this coverage applies, we will pay at your option:

- a. The verifiable "new vehicle" purchase price you paid for your damaged vehicle, not including any insurance or warranties purchased;
- b. If it is available, the purchase price, as negotiated by us, of a "new vehicle" of the same make, model, and equipment or the most similar model available, not including any furnishings, parts, or equipment not installed by the manufacturer or manufacturers' dealership; or .
- c. The market value of your damaged vehicle, not including any furnishings, parts, or equipment not installed by the manufacturer or manufacturer's dealership.

We will not pay for initiation or set up costs associated with loans or leases

As used in this endorsement, a "new vehicle" means an "auto" of which you are the original owner that has not been previ-

**COMMERCIAL AUTO
AC 70 05 03 16**

ously titled and which you purchased less than 365 days before the date of the "loss".

U. PHYSICAL DAMAGE COVERAGE EXTENSIONS

Under SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, Coverage Extensions, b. Loss of Use Expenses is replaced by the following:

b. Loss of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto."

However, the most we will pay for any expenses for loss of use is \$50 per day, to a maximum of \$1,500. The insurance provided by this provision is excess over any other collectible insurance.

V. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

The following is added to the Transfer Of Rights Of Recovery Against Others To Us Condition:

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" because of payments we make for damages under this coverage form.

W. NOTICE OF AND KNOWLEDGE OF OCCURRENCE

SECTION IV – BUSINESS AUTO CONDITIONS, Paragraph A is amended as follows:

6. NOTICE OF AND KNOWLEDGE OF OCCURRENCE

a. Your obligation in the Duties in the Event of Accident, Claim, Suit or Loss Condition relative to notification requirements applies only when the "accident" or "loss" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

b. Your obligation in the Duties in the Event of Accident, Claim, Suit or Loss Condition relative to providing us with documents concerning a claim or "suit" will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

X. HIRED CAR – COVERAGE TERRITORY

Item (5) of the Policy Period, Coverage Territory General Conditions is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and

Y. EMERGENCY LOCKOUT

We will reimburse you up to \$100 for reasonable expense incurred for the services of a locksmith to gain entry into your covered "auto" subject to these provisions:

1. Your door key, electronic key or key entry pad has been lost, stolen or locked in your covered "auto" and you are unable to enter such "auto", or
2. Your keyless entry device battery dies and you are unable to enter such "auto" as a result,
3. Your key, electronic key or key entry pad has been lost or stolen and you have changed the lock to prevent an unauthorized entry; and

4. Original copies of receipts for services of a locksmith must be provided before reimbursement is payable.

Z. CANCELLATION CONDITION

Paragraph A.2. of the COMMON POLICY CONDITION - CANCELLATION applies except as follows:

**COMMERCIAL AUTO
AC 70 05 03 16**

If we cancel for any reason other than non-payment of premium, we will mail or deliver to the First Named Insured written notice of cancellation at least 60 days before the effective date of cancellation. This provision does not apply in those states that require more than 60 days prior notice of cancellation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – IOWA GOVERNMENTAL
IMMUNITIES ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>Municipality: CITY OF CEDAR FALLS</p>

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 Municipality shown in the Schedule of this endorsement.
 - 1. **Nonwaiver of Governmental Immunity.** We expressly agree and state that the purchase of this policy and the including of the Municipality shown in the schedule does not waive any of the defenses of governmental immunity available to the Municipality under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
 - 2. **Claims Coverage.** We further agree that this policy shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exist and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
 - 3. **Assertion of Governmental Immunity.** The Municipality shown in the Schedule shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request from us.
 - 4. **Non-Denial of Coverage.** We shall not deny coverage under this policy and we shall not deny any of the rights and benefits accruing to the Municipality shown in the Schedule under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the Municipality shown in the Schedule.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under this policy.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADVANCE NOTICE OF CANCELLATION, NONRENEWAL OR COVERAGE REDUCTION OR RESTRICTION PROVIDED BY US

This endorsement modifies insurance provided under the following:

- COMMERCIAL AUTOMOBILE COVERAGE PART
- COMMERCIAL CRIME COVERAGE PART
- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- COMMERCIAL INLAND MARINE COVERAGE PART
- COMMERCIAL PROPERTY COVERAGE PART
- COMMERCIAL UMBRELLA LIABILITY POLICY
- FARM UMBRELLA LIABILITY POLICY
- LIQUOR LIABILITY COVERAGE PART
- MERCANTILE UMBRELLA LIABILITY POLICY

SCHEDULE

Person(s) or Organization(s)	Address
CITY OF CEDAR FALLS	220 CLAY ST CEDAR FALLS, IA 50613

Number of Days Notice _____

If this policy is cancelled (other than nonpayment of premium) or nonrenewed or if the coverage provided by this policy is reduced or restricted (except for any reduction in the Limits of insurance due to claims payments), we will provide written notice to the person(s) or organization(s) listed in the Schedule.

We will provide this notice by mail 30 days in advance of any policy cancellation, nonrenewal or coverage reduction or restriction or as indicated in the Number of Days Notice in the Schedule.

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

Bond No. 2293214

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Performance Bond

CONTRACTOR:

(Name, legal status and address)

Failor Hurley Construction, Inc.
3337 Marnie Avenue
Waterloo, IA 50701

SURETY:

(Name, legal status and principal place of business)

North American Specialty Insurance Company
1200 Main Street, Suite 800
Kansas City, MO 64105

Mailing Address for Notices

1200 Main Street, Suite 800
Kansas City, MO 64105

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

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

CONSTRUCTION CONTRACT

Date: September 03, 2019

Amount: \$ \$105,332.00 (One Hundred Five Thousand Three Hundred Thirty-two And No/100)

Description: 17092 The Falls Aquatic Center - Pump Building and Dumpster Enclosure Renovation, Cedar Falls, IA
(Name and location)

BOND

Date: September 03, 2019

(Not earlier than Construction Contract Date)

Amount: \$ \$105,332.00 (One Hundred Five Thousand Three Hundred Thirty-two And No/100)

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*
Failor Hurley Construction, Inc.

Signature: William W. Failor

Name and Title: William W. Failor
PRESIDENT

SURETY

Company: *(Corporate Seal)*
North American Specialty Insurance Company

Signature: Dione R. Young

Name and Title: Dione R. Young
Attorney-in-Fact

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Holmes, Murphy and Associates, LLC
2727 Grand Prairie Parkway
Waukee, IA 50263
(515) 223-6800

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)
INVISION Architecture
501 Sycamore Street, Suite 101
Waterloo, IA 50703

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company: _____
(Corporate Seal)

SURETY
Company: _____
(Corporate Seal)

Signature: _____
Name and Title:
Address

Signature: _____
Name and Title:
Address

Bond No. 2293214

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Payment Bond

CONTRACTOR:

(Name, legal status and address)
Failor Hurley Construction, Inc.
3337 Marnie Avenue
Waterloo, IA 50701

SURETY:

(Name, legal status and principal place of business)
North American Specialty Insurance Company
1200 Main Street, Suite 800
Kansas City, MO 64105
Mailing Address for Notices
1200 Main Street, Suite 800
Kansas City, MO 64105

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)
City of Cedar Falls
220 Clay Street
Cedar Falls, IA 50613

CONSTRUCTION CONTRACT

Date: September 03, 2019

Amount: \$ \$105,332.00 (One Hundred Five Thousand Three Hundred Thirty-two And No/100)

Description: 17092 The Falls Aquatic Center - Pump Building and Dumpster Enclosure Renovation, Cedar Falls, IA
(Name and location)

BOND

Date: September 03, 2019

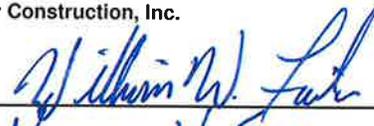
(Not earlier than Construction Contract Date)

Amount: \$ \$105,332.00 (One Hundred Five Thousand Three Hundred Thirty-two And No/100)

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*
Failor Hurley Construction, Inc.

Signature: 
Name and Title: *WILLIAM W. FAILOR*
PRESIDENT

SURETY

Company: *(Corporate Seal)*
North American Specialty Insurance Company

Signature: 
Name and Title: *Dione R. Young*
Attorney-in-Fact

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Holmes, Murphy and Associates, LLC
2727 Grand Prairie Parkway
Waukee, IA 50263
(515) 223-6800

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)
INVISION Architecture
501 Sycamore Street, Suite 101
Waterloo, IA 50703

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company: _____
(Corporate Seal)

SURETY
Company: _____
(Corporate Seal)

Signature: _____
Name and Title:
Address

Signature: _____
Name and Title:
Address

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY
WESTPORT INSURANCE CORPORATION

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Overland Park, Kansas each does hereby make, constitute and appoint:

JAY D. FREIERMUTH, CRAIG E. HANSEN, BRIAN M. DEIMERLY, SHIRLEY S. BARTENHAGEN, CINDY BENNETT, ANNE CROWNER,

TIM McCULLOH,, STACY VENN, DIONE R. YOUNG, and WENDY ANN CASEY JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED TWENTY FIVE MILLION (\$125,000,000.00) DOLLARS

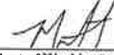
This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

“RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.”



By 
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company
& Senior Vice President of Westport Insurance Corporation

By 
Mike A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company
& Senior Vice President of Westport Insurance Corporation



IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 3rd day of November, 2017.

North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation

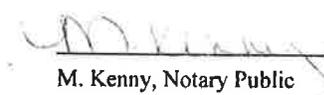
State of Illinois
County of Cook ss:

On this 3rd day of November, 2017, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of

Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President

of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.




M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 3rd day of September, 2019.



DEPARTMENT OF COMMUNITY DEVELOPMENT

VISITORS, TOURISM AND CULTURAL PROGRAMS
6510 HUDSON ROAD
CEDAR FALLS, IOWA 50613
PH: 319-268-4266
FAX: 319-277-9707

INTEROFFICE MEMORANDUM

TO: Mayor Jim Brown and Cedar Falls City Council
FROM: Kim Manning
DATE: August 28, 2019
SUBJECT: Adoption of Visitors and Tourism Strategic Plan

Thank you for your attention as I shared the Visitors and Tourism Strategic Plan for 2019-2022 with you during the Committee of the Whole meeting on August 19, 2019.

The plan is a result of input gathered from 108 surveys, 40+ stakeholders who attended focus group meetings, and the Visitors and Tourism Advisory Board. The final version of the plan was approved by the Visitors and Tourism Board on July 17, 2019.

I request that you adopt the plan. We intend to review it annually and will come back to you with any future updates.

Best regards.

Cc: Ron Gaines, City Administrator
Jennifer Rodenbeck, Finance and
Business Operations Director
Chase Schrage, Public Works Director
Jeff Olson, Public Safety Services Director
Stephanie Houk Sheetz, Community
Development Director



CEDAR FALLS

Cedar Falls Tourism & Visitors Bureau Strategic Plan for 2019-2022

Revised August 19, 2019

Mission: *To foster, promote, market, and service our community as a quality destination.*

2019-2022 Target Audiences

	Page
 1. Meetings, Conferences and Business Travel Marketing	2
 2. Sports Related Marketing	2
 3. Leisure Travel Marketing	3
 4. Tourism Related Business and Organization Coordination and Collaboration	3
 5. Encourage Asset Development for Visitors and/or Residents	4
 6. Group Tour Marketing	4
 7. Organization of Tourism Related Events	4
 8. Increase Community Support and Resources for Tourism and the Bureau's Efforts	5

Goals & Objectives



Goal 1: Establish Cedar Falls as a premier destination for meetings, conferences and business travel.

Objective 1.1 Create compelling content and publications to promote Cedar Falls as a quality destination for meetings.

Objective 1.2 Promote Cedar Falls through paid advertisements in appropriate print, digital, social, broadcast and other media.

Objective 1.3 Deliver 10 qualified leads to meeting or conference leads to Cedar Falls facilities annually.

Objective 1.4 Develop services, products and programming to support meetings, conferences and like events.

Objective 1.5 Create a nimble sponsorship program (modeled after competing communities) for offering financial incentives to prospective event organizers.



Goal 2: Maintain and enhance Cedar Falls as a preferred destination for sporting events.

Objective 2.1 Support the Cedar Valley Sports Commission in growing sporting events in the Cedar Valley.

Objective 2.2 Create compelling content and publications to promote Cedar Falls as a quality destination for sporting events.

Objective 2.3 Promote Cedar Falls through paid advertisements in appropriate print, digital, social, broadcast and other media.



Goal 3: Maintain and enhance Cedar Falls as a preferred destination for leisure travelers.

Objective 3.1 Create compelling content and publications to promote Cedar Falls as a quality destination for leisure travelers.

Objective 3.2 Promote Cedar Falls through paid advertisements in appropriate print, digital, social, broadcast and other media.

Objective 3.3 Provide easy access to visitor and new resident information by staffing and maintaining the CFTVB Visitor Center and satellite information centers throughout the community.

Objective 3.4 Elevate the customer service experienced within area restaurants, stores and hotels to levels that become a marketable asset for Cedar Falls.

Objective 3.5 Raise awareness of and endorsements for visiting Cedar Falls among Iowa, Midwest and national travel writers by hosting at least six travel writers in 2019.

Objective 3.6 Position Cedar Falls and the Cedar Valley as an annual must-do destination for Midwest bicyclists and cycling groups.



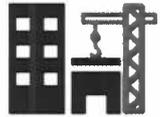
Goal 4: Coordinate and collaborate with tourism related businesses and organizations

Objective 4.1 Create compelling content and publications targeted specifically to visitors, residents and stakeholders.

Objective 4.2 Facilitate communications with members of the hospitality industry.

Objective 4.3 Work with University of Northern Iowa to welcome and engage students, alumni and their families.

Objective 4.4 Maintain awareness of trends and new technology through professional development opportunities.



Goal 5: Communicate Tourism Impact and Encourage the Development of New Attractions and Assets that Would Enhance Cedar Falls as a Tourism Destination.

Objective 5.1 Conduct an inventory and gap analysis of the community’s existing tourism attractions and assets, competitors’ current assets and planned projects, and opportunities for new projects in Cedar Falls by January 2021.

Objective 5.2 Improve the quantity and quality of wayfinding on city streets for bicycles and automobiles.

Objective 5.3 Seek and support unique capital improvements that will enhance our desirability to visitors.

Objective 5.4 Use reserves for large capital tourism promotion and/or investments.



Goal 6: Maintain and enhance Cedar Falls as a preferred destination for group tours.

Objective 6.1 Create compelling content and publications to promote Cedar Falls as a quality destination for groups.

Objective 6.2 Promote Cedar Falls through paid advertisements in appropriate print, digital, social, broadcast and other media.

Objective 6.3 Generate 10 qualified leads to host groups annually.



Goal 7: Ensure the community provides year-round events that appeal to diverse and continually changing demographics

Objective 7.1 Assist existing events to remain informed about the changing visitor demographics.

Objective 7.2 Support the development and expansion of events that do not compete with existing events.

Objective 7.3 Provide volunteer management and event-planning and marketing assistance to volunteer-led festival and events.

Objective 7.4 Engage in professional development opportunities to continue improving techniques and networking.



Goal 8: Increase Community Support and Resources for Tourism and the Bureau's Efforts

Objective 8.1 Launch proactive education and awareness efforts to increase the community's and city's understanding, appreciation, and support for tourism and the Cedar Falls Tourism and Visitors Bureau.

Objective 8.2 Develop and promote the use of metrics for measuring the impact and growth of tourism.

Objective 8.3 Add a new full-time professional staff person to enable the Bureau to enhance its marketing, sales and programming.

Objective 8.4 Develop a manager succession plan to properly prepare for the transition to new staff leadership when the time arises.

Objective 8.5 Provide development opportunities for staff.

Objective 8.6 Advocate for 100% of CFTVB staff, volunteer and financial resources focused on visitor and tourism related marketing, sales, communication, asset advocacy, event coordination and support of economic development.


DEPARTMENT OF COMMUNITY DEVELOPMENT

VISITORS, TOURISM AND CULTURAL PROGRAMS
 6510 HUDSON ROAD
 CEDAR FALLS, IOWA 50613
 PH: 319-268-4266
 FAX: 319-277-9707

INTEROFFICE MEMORANDUM

TO: Mayor Jim Brown and Cedar Falls City Council
FROM: Kim Manning
DATE: August 29, 2019

SUBJECT: Approval of FY20 ZLR Ignition Contract to Promote Cedar Falls

Please approve the attached contract to work with ZLR Ignition to promote Cedar Falls via social media and Google Search.

We intent to spend a total of \$25,000 - approximately \$2,100/month on Facebook, Instagram, Twitter and Paid Search.

The total cost of actual placements will be \$19,765. The account management and reporting cost will amount to \$5,235. This has been included in our FY20 media budget.

Thank you for your support of this project.

Best regards.

Cc: Ron Gaines, City Administrator
 Jennifer Rodenbeck, Finance and
 Business Operations Director
 Chase Schrage, Public Works Director
 Jeff Olson, Public Safety Services Director
 Stephanie Houk Sheetz, Community
 Development Director

**CITY OF CEDAR FALLS, IOWA
PROFESSIONAL SERVICE AGREEMENT**

This Agreement is made and entered by and between Zimmerman, Laurent & Richardson, Inc. an Iowa Corporation, d/b/a ZLR Ignition 303 Watson Powell Jr. Way, Suite 100, Des Moines, IA 50309 hereinafter referred to as "CONSULTANT" and City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa, hereinafter referred to as "CLIENT."

IN CONSIDERATION of the covenants hereinafter set forth, the parties hereto mutually agree as follows:

I. SCOPE OF SERVICES; TERM; EFFECTIVE DATE

CONSULTANT shall perform professional Services (the "Services") in connection with CLIENT's project in accordance with the Digital Advertising Proposal set forth in Exhibit A attached hereto, to provide the creation and implementation of a digital advertising strategy and digital advertising plan, as more particularly described in the Digital Advertising Proposal set forth in Exhibit A attached hereto.

The effective date of this Agreement ("Effective Date") shall be August 1, 2019. The initial term of this Agreement shall commence on the Effective Date, and shall terminate on July 31, 2020. If the Effective Date is other than August 1, 2019, then the initial term shall commence on such other date, and shall terminate one (1) year after such other Effective Date.

II. CONSULTANT'S RESPONSIBILITIES

CONSULTANT shall, subject to the terms and provisions of this Agreement:

- (a) Appoint one or more individuals who shall be authorized to act on behalf of CONSULTANT and with whom CLIENT may consult at all reasonable times, and whose instructions, requests, and decisions will be binding upon CONSULTANT as to all matters pertaining to this Agreement and the performance of the parties hereunder.
- (b) Use all reasonable efforts to complete the Services within the time period mutually agreed upon, except for reasons beyond its control, as set forth in Exhibit A.
- (c) Perform the Services in accordance with generally accepted professional standards in existence at the time of performance of the Services. If during the two year period following the completion of Services, it is shown that there is an error in the Services solely as a result of CONSULTANT's failure to meet these standards, CONSULTANT shall re-perform such substandard Services as may be necessary to remedy such error at no cost to CLIENT. CONSULTANT makes no other warranties either express or implied and the parties' rights, liabilities, responsibilities, and remedies with respect to the quality of Services, including claims alleging negligence, breach of warranty and breach of contract, shall be exclusively those set forth herein.
- (d) CONSULTANT shall, if requested in writing by CLIENT, for the protection of CLIENT, require from all vendors and subcontractors from which CONSULTANT procures equipment, materials or services for the project, guarantees shall be made available to CLIENT to the full extent of the terms thereof. CONSULTANT's liability with respect to

such equipment, and materials obtained from vendors or services from subcontractors, shall be limited to procuring guarantees from such vendors or subcontractors and rendering all reasonable assistance to CLIENT for the purpose of enforcing the same.

(e) See also Exhibit D attached hereto which is incorporated into this Agreement.

III. CLIENT'S RESPONSIBILITIES

CLIENT shall at such times as may be required for the successful and expeditious completion of the Services:

- (a) Provide all criteria and information as to CLIENT's requirements; and designate a person with authority to act on CLIENT's behalf on all matters concerning the Services.
- (b) Furnish to CONSULTANT all available data pertinent to the Services, and obtain additional reports, data and services as may be required for the project. CONSULTANT shall be entitled to rely upon all such information, data and the results of such other services in performing its Services hereunder.

(c) See also Exhibit D attached hereto which is incorporated into this Agreement.

IV. INSURANCE REQUIREMENTS FOR CONTRACTORS FOR THE CITY OF CEDAR FALLS

The provisions of the document entitled, "Insurance Requirements for Consultants for the City of Cedar Falls," dated August 28, 2019, consisting of 5 pages, which are attached hereto, marked Exhibit B, are hereby made a part of this Agreement as if set out word for word herein.

CONSULTANT shall furnish to CLIENT a certificate of insurance containing all coverages, endorsements and other provisions required by the Insurance Requirements set forth in Exhibit B. In the event of any conflict between the provisions of Exhibit B and the other terms of this Agreement, the provisions of Exhibit B shall control.

CONSULTANT shall obtain and maintain an insurance policy of policies that meet the provisions set out in the Insurance Requirements for Contractors for the City of Cedar Falls, attached hereto and marked Exhibit B.

V. STANDARD TERMS AND CONDITIONS FOR CONTRACT BETWEEN CONTRACTORS WHO PERFORM PROFESSIONAL SERVICES AND THE CITY OF CEDAR FALLS.

The provisions of the documents entitled "Standard Terms and Conditions for Contracts Between Contractors Who Perform Professional Services and the City of Cedar Falls," consisting of two pages are incorporated into this Agreement by the Client and attached as Exhibit C.

VI. COMPENSATION AND TERMS OF PAYMENT

Compensation for the services shall be in an amount not to exceed Twenty-five thousand and no/100 Dollars (\$25,000.00).

See Exhibit A attached hereto which is incorporated into this Agreement.

Monthly payments shall be made upon completion of work by CONSULTANT, and acceptance by the CLIENT. CONSULTANT shall mail invoices to CLIENT upon completion of monthly tasks. Invoices shall include an itemization of the work for which payment is claimed.

The maximum total amount payable by CLIENT under this Agreement is \$25,000.00, and no greater amount shall be paid without advance written approval of CLIENT.

CLIENT agrees to pay CONSULTANT the full amount of each such invoice within thirty (30) days after receipt thereof. In the event CLIENT disputes any invoice item, CLIENT shall give CONSULTANT written notice of such disputed item within ten (10) days after receipt of invoice and shall pay to CONSULTANT the undisputed portion of the invoice according to the provisions hereof. CLIENT agrees to abide by any applicable statutory prompt pay provisions currently in effect.

VII. **TERMINATION**

CLIENT may, with or without cause, terminate the Services at any time upon fourteen (14) day s written notice to CONSULTANT. The obligation to provide further Services under this Agreement may be terminated by either party upon fourteen (14) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, providing such defaulting party has not cured such failure, or, in the event of a non-monetary default, commenced reasonable actions to cure such failure. In either case, CONSULTANT will be paid for all Services rendered to the date of the termination. Compensation for the Services rendered to the date of the termination shall be on an hourly basis in accordance with the hourly fees of CONSULTANT which are in effect at the time the Services are performed.

VIII. **OWNERSHIP OF DOCUMENTS**

- (a) Instruments of service which CONSULTANT prepares and delivers to CLIENT pursuant to this Agreement shall become the property of CLIENT when CONSULTANT has been compensated for Services rendered. Any other use or reuse of original or altered files shall be at CLIENT's sole risk without liability or legal exposure to CONSULTANT and CLIENT agrees to release, defend and hold CONSULTANT harmless from and against all claims or suits asserted against CONSULTANT in the event such documents are used for a purpose different than originally prepared even though such claims or suits may be based on allegations of negligence by CONSULTANT. Nothing contained in this paragraph shall be construed as limiting or depriving CONSULTANT of its rights to use its basic knowledge and skills to design or carry out other projects or work for itself or others, whether or not such other projects or work are similar to the work to be performed pursuant to this Agreement.

IX. **INDEPENDENT CONTRACTOR**

CONSULTANT shall be an independent contractor with respect to the Services to be performed hereunder. Neither CONSULTANT nor its subcontractors, nor the employees of either, shall be deemed to be the servants, employees, or agents of CLIENT.

X. **DISPUTE RESOLUTION**

If a dispute arises out of, or relates to, the breach of this Agreement and if the dispute cannot be settled through negotiation, then the CONSULTANT and the CLIENT agree to submit the dispute to mediation. In the event CONSULTANT or the CLIENT desires to mediate any dispute, that party shall notify the other party in writing of the dispute desired to be mediated. If the parties are unable to resolve their differences within 10 days of the receipt of such notice, such dispute shall be submitted for mediation in accordance with the procedures and rules of the American Arbitration Association (or any successor organization) then in effect. The deadline for submitting the dispute to mediation can be changed if the parties mutually agree in writing to extend the time between receipt of notice and submission to mediation. The expenses of the mediator shall be shared 50 percent by CONSULTANT and 50 percent by the CLIENT. This requirement to seek mediation shall be a condition required before filing an action at law or in equity. However, prior to or during the negotiations or the mediation either party may initiate litigation that would otherwise be barred by a statute of limitations, and CONSULTANT may pursue any property liens or other rights it may have to obtain security for the payment of its invoices.

XI. **MISCELLANEOUS**

- (a) This Agreement and all Exhibits constitute the entire agreement between the parties hereto and supersedes any oral or written representations, understandings, proposals, or communications heretofore entered into by or on account of the parties and may not be changed, modified, or amended except in writing signed by the parties hereto. In the event of any conflict between this contract document and any of the exhibits hereto, the terms and conditions of Exhibit C shall control. In the event of any conflict among the exhibits, Exhibit C shall control.
- (b) This agreement shall be governed by the laws of the State of Iowa.
- (c) In the event CLIENT uses a purchase order form to administer this Agreement, the use of such form shall be for convenience purposes only, and any typed provision in conflict with the terms of this Agreement and all preprinted terms and conditions contained in or on such forms shall be deemed stricken and null and void.
- (d) This agreement gives no rights or benefits to anyone other than CLIENT and CONSULTANT and does not create any third party beneficiaries to the Agreement.
- (e) Except as may be explicitly set forth above, nothing contained in this Agreement or its exhibits limits the rights and remedies, including remedies related to damages, of either party that are available to either party under the law.

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

CITY OF CEDAR FALLS, IOWA

ZIMMERMAN, LAURENT & PRICHARDSON, INC., AN IOWA CORPORATION, D/B/A ZLR IGNITION

By: _____
James P. Brown, Mayor

By: _____
[Handwritten Signature]

Printed Name: Jason M. Buckley

ATTEST:

Jacqueline Danielsen, City Clerk

Title: Vice President of Client Service

Date: 8/29/19

Date: _____

EXHIBIT A

CEDAR FALLS TOURISM

DIGITAL ADVERTISING
PROPOSAL

MAY 2019



Media Recommendation

MEDIA INSIGHTS

Changes in consumer habits combined with new ways to access travel information has changed the way trips are planned. According to Google, global travelers are planning more short getaways (3 nights or less) over longer vacations in the next 12 months. This sets up the ideal marketplace for Cedar Falls Tourism. Travelers are also less likely to request travel guides or use maps to navigate their destination. Instead travelers are looking to their friends' social channels for trip inspiration; reviews from influencers; and their own research online.

MEDIA APPROACH

With the shift to digital in trip planning, social media and paid search are key tactics to reaching users throughout the trip planning process.

CREATIVE STRATEGY

Leverage existing creative to allow for a majority of campaign dollars to go into actual media placement to ensure Cedar Falls is getting as much exposure throughout the year as possible.

MEDIA STRATEGY

Utilize cost-effective digital media to find travelers and drive them to the website to explore.

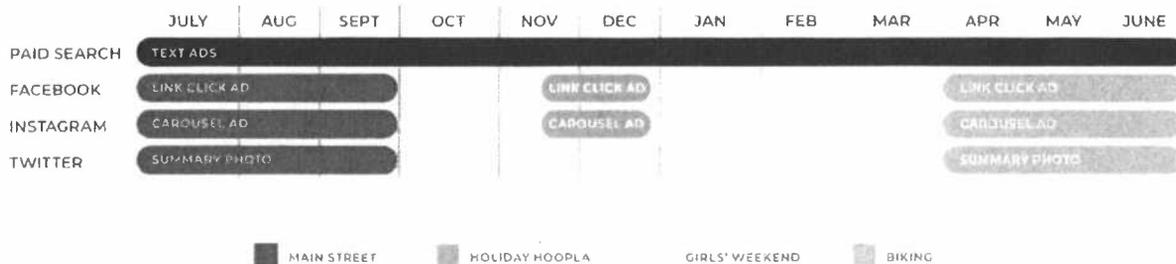
GEOGRAPHY

Target within a 150-mile radius of Cedar Falls, excluding Cedar Falls, and a 30-mile radius around Cedar Falls.

PLANNING PARAMETERS

- Target Audience: Leisure traveler
 - Demographic: Women aged 35 – 54
- Timing: July 2019 – June 2020
- Digital media would be used to support four campaigns throughout the year: Main Street, Holidays, Girls' Weekend and Biking

CAMPAIGN TIMING



Media Recommendation Cont'd

PAID SOCIAL MEDIA

According to *Forbes*, one in five leisure travelers worldwide turn to social media platforms for inspiration on hotels, vacation activities, attractions and restaurants. Social media should be a key part of the Cedar Falls digital media plan to provide that inspiration.



Recommendation

Facebook is recommended as it is a click-driving social tactic and will bring new users to the Cedar Falls website. A recent *Adweek* survey reinforces that 52% of Facebook users dream of vacations when they are using Facebook even when they aren't planning a specific trip.

Ad Types

- Link click ads
- This ad type would promote Cedar Falls and drive users to the landing page
- Link click ads allow advertisers to serve the ad across multiple placement types such as stories, in-feed desktop and in-feed mobile

Placement

Facebook ads are recommended for the Main Street, Holidays, Girls' Weekend and Biking campaigns



Recommendation

Instagram is recommended to promote Cedar Falls and give users travel inspiration through photos on the platform. A Facebook study found that 67% of travel enthusiasts use Instagram to look for inspiration for new places to travel.

Ad Types

- Carousel ads
- Carousel ads would allow Cedar Falls to showcase multiple photos within a single ad and include a link to the website

Placement

Instagram ads are recommended for the Main Street, Holidays, Girls' Weekend and Biking campaigns



Recommendation

Twitter is recommended to promote Cedar Falls as a new destination to the target audience. Nearly half of vacationers hear about destinations on Twitter according to an *Adweek* survey.

Ad Types

- Summary card with large image
- This ad type would give Cedar Falls a full image, title, description and website link in a tweet
- Clicking on the image would drive users to the Cedar Falls website to explore their travel interests

Placement

Twitter would be used to promote the Main Street, Girls' Weekend and Biking campaigns

Media Recommendation Cont'd

PAID SEARCH

Paid search advertising is one of the primary drivers of conversions in leisure travel based on the Google 2017 Travel Study. Paid search reaches users when they are actively searching for hotels, flights and destinations.

Paid search works by bidding on and purchasing ads through a search engine on a per-click basis. For Cedar Falls, Google will be the search engine used.

PAID SEARCH

Paid search would run July through June with an additional emphasis on March through June during trip planning season. It is recommended to run year-round to engage with trip planners throughout the year. Text ads would promote the overall Cedar Falls brand.

Measurement

Measurement of media efforts is a vital piece of ZLR Ignition's media approach. Tracking media performance in the Ignition Report ensures the success of campaigns and guides future planning decisions.

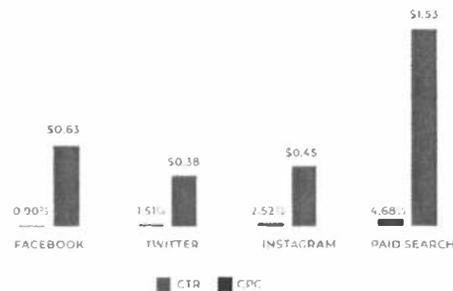
KEY PERFORMANCE INDICATORS

ZLR Ignition recommends monitoring the following key metrics for the digital campaign based on the objective of increasing website visits.

- CTR: clicks/impressions
 - *Measures if the audience is interested in the ad creative*
- Cost Per Click: total cost/clicks
 - *Measures media efficiency*
- Social Engagements – measures how people are participating in the conversation
 - *Engagement includes Twitter retweets, Facebook shares, Facebook comments*
- Audience Growth – measures the speed at which your brand's following increases on social media
- Website Traffic – measures what tactics are driving interested individuals to the website and what landing pages interest them
- Website KPI Metrics – includes time on site, bounce rate and average pages visited by tactic

INDUSTRY BENCHMARKS

ZLR reviews and monitors industry averages to set benchmarks for campaign performance. For Cedar Falls, ZLR reviewed travel and leisure averages from WordStream.com. Using CTR and CPC as an example, ZLR has detailed the Travel and Leisure industry averages below.



Budget Overview

MEDIA

Facebook	\$4,550
Instagram	\$4,460
Twitter	\$1,080
Paid Search	\$9,675

ACCOUNT MANAGEMENT AND REPORTING

Ignition Report	\$600
Account and Media Administration	\$4,635

GRAND TOTAL \$25,000

City of Cedar Falls

By: _____ Date: _____
(Signature - Name & Title)

Please Print Name & Title: _____

Zimmerman, Laurent and Richardson, Inc. (dba ZLR Ignition)

By: Xan McNelly, President Date: 5/31/19
(Signature Name & Title)

Please Print Name & Title: Xan McNelly, President

08/28/2019

**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, 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.

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

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: \$1,000,000
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



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

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR	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"/> HO <input type="checkbox"/> LOC	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Policy Number	01/01/2015	01/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	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	01/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per persn) \$ 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	01/01/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$
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	01/01/2018	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISLASE - LA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	Errors & Omissions	<input type="checkbox"/>	<input type="checkbox"/>	Policy Number	01/01/2015	01/01/2018	Each Occurrence \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Waiver of Subrogation under the Workers' Compensation and General Liability.

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
--	--

Exhibit C

2/9/12

**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, Exhibit B.

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.

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.

**CLIENT LETTER OF AGREEMENT**

City of Cedar Falls, ("Client") is contracting with Zimmerman, Laurent and Richardson, Inc., dba ZLR Ignition, ("Agency") to be its agency of record for overall marketing communications.

I. SCOPE OF RELATIONSHIP.

While this agreement is in effect, Agency will not act as the marketing communications agency for a similar competing service without first having obtained written consent from Client.

Should either party wish to terminate the relationship, written notice shall be given and the termination will take place 60 days from the date of receipt of the notification. If such 60 day notice is given, Agency shall only work on those matters specifically approved in writing by Client and, unless such specific approval is given, Agency shall cease any activities on behalf of Client.

In the event of termination, Client will retain ownership of all materials produced by Agency, used or unused, provided Agency is paid in full for its services and out-of-pocket expenses and Agency will turn over such materials to Client.

Agency agrees to keep all Client information, methodologies and plans in the strictest confidence during and after the tenure of this agreement.

II. AGENCY COMPENSATION.

It is agreed that Agency will be compensated based on the estimate(s) provided for specific project(s) and/or media plans and approved by a representative of Client; and/or the Agency's prevailing hourly rates.

- a. Below is a list of other possible activities Agency staff might incur while performing marketing projects for Client that will be charged at the hourly rate or agreed upon estimate. A list of hourly rates by service type is outlined in the attached rate schedule.
 - i. Account service on non-media-related projects.
 - ii. Art direction, layout, and design services.
 - iii. Copywriting/editorial/proofreading services.
 - iv. Final art and print production supervision services.
 - v. Supervision of photography.

- vi. Radio production and supervision.
- vii. Television production and supervision.
- viii. Advertising and collateral materials and associated activities undertaken on behalf of Client by Agency.
- ix. Planning, administration and analysis of specifically assigned research projects.
- x. Development of themes, plans, concepts and outlines for seminars, employee meetings, training projects, trade shows and conventions.
- xi. Public relations counsel and plan execution.
- xii. Direct marketing activities.

b. Other Outside Purchases:

Other outside purchases relative to the completion of a specifically assigned project will be billed through Agency. This generally applies to printing, audio and video production and promotional items. It is acceptable for Client to be billed directly for those products and services from a third party vendor, if desired.

c. General Billing Practices:

- i. For projects in which a detailed estimate is provided, the signature of a representative of Client will serve as authorization for Agency to commence work, per the approved estimate. New projects or media purchases are not initiated until estimates and media authorizations are signed by Client.
- ii. Monthly invoices will be provided to Client based on work and/or out-of-pocket expenses incurred for Client's project(s) for the prior month.
- iii. Invoices will be mailed on or about the 10th of each month to designated Client representative.
- iv. Past due invoices are assessed a 1.5% service charge for each 30 day period or fraction thereof each invoice is past due.
- v. Applicable taxes will be charged on all production invoices unless a tax-exempt certificate is filed with the agency.
- vi. Cash discounts offered to us by the media will be passed along to Client if payment is made within the terms of the discount. These discounts are surrendered if the invoice is not paid within 10 days of Client's receipt of Agency's invoice.
- vii. On Agency invoices that bear no cash discount, payment is due net 30 unless special arrangements are made at the beginning of the project for which the invoices apply.
- viii. If Client fails to reach the anticipated media frequency/bulk rate and is therefore short rated, short rates are billed to Client.

- ix. When Client exceeds the anticipated media frequency/bulk commitment and thereby earns a lower rate, all earned rebates are credited to Client.
- x. Magazines and outdoor boards will be billed on estimate in the month in which they close for orders. In most cases, this means Client will be invoiced 30 to 60 days in advance of the actual run date because that is when the Agency is responsible for the purchase.
- xi. Radio, television, newspaper, magazine and internet advertising will be billed in the month in which it is run.
- xii. Any billing discrepancies will be issued in the month in which the media invoice is received by Agency.

III. CLIENT RESPONSIBILITY.

- d. Client is responsible for the accuracy and completeness of information concerning your products and services which you furnish to us -- or approve after our submission -- for use in any communications vehicle.
- e. Client will indemnify Agency against any loss incurred as the result of any suit brought against Agency based upon any advertising or publicity which we prepared for Client and which Client approved before its production.
- f. Client will indemnify Agency against any loss sustained resulting from any claim, suit or proceeding brought against Agency for misuse of any materials produced under applicable union talent codes and misused by Client or Client's dealer/agent organization.
- g. Client agrees to assume Agency liability -- acting as Client's agent in purchasing the materials and services required to produce advertising on Client's behalf -- for all commitments, and to reimburse Agency for any expenses and losses sustained in connection with Client's advertising.
- h. Agency will endeavor to guard against any loss to Client through failure of media or suppliers to properly execute their commitments; however, Agency shall not be held responsible for any failure on media/suppliers' part.
- i. While Agency agrees to devote our best efforts to Client's interest, Client agrees to aid us in doing so by making available to us needed information pertaining to Client's business and to cooperate with us in expediting Client's work.
- j. Agency will indemnify Client for any loss incurred as a result of any claim, suit, or proceeding brought against Client in respect of negligent acts or omissions performed or omitted by Agency, insofar as such loss arises out of any activity performed by us under this letter of agreement.

Client and Agency have fully reviewed and understand the terms and conditions of this Letter of Agreement. It is accepted and agreed to by:

City of Cedar Falls

By: _____ Date: _____
(Signature - Name & Title)

Please Print Name & Title: _____

Zimmerman, Laurent and Richardson, Inc. (dba ZLR Ignition):

By: Xan McNelly, President Date: 5/31/19
(Signature Name & Title)

Please Print Name & Title: Xan McNelly, President



CERTIFICATE OF LIABILITY INSURANCE

ITEM 12.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LMC Insurance & Risk Management, Inc. 4200 University Ave., Suite 200 West Des Moines IA 50266-5945		CONTACT NAME: Monica Lynch PHONE (A/C, No, Ext): 515-237-0141 E-MAIL ADDRESS: monica.lynych@lmcins.com		FAX (A/C, No): 515-244-9535
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : EMCASCO Insurance Company		21407
INSURED ZLR Ignition 303 Watson Powell Jr. Way, Suite 100 Des Moines IA 55030		INSURER B : AXIS Insurance Company		37273
		INSURER C :		
		INSURER D :		
		INSURER E :		
		INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 322806308 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	5X22924	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 0 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 S
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		5X22924	1/1/2019	1/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ S
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		5X22924	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 S
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	5X22924	1/1/2019	1/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Professional & Media Liability		MCN000087951901	1/1/2019	1/1/2020	Per Claim: \$1,000,000 Aggregate: \$1,000,000 Retention: \$10,000

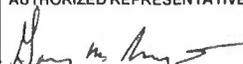
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Earlier Notice of Cancellation provided by us - Designated Entity - 30 Days per form IL7338 (01/13)

Waiver of subrogation applies to the Workers Compensation policy per form WC000313 (04/84)

Waiver of Subrogation applies to the General Liability Policy per form BP0497 (01/06)

CERTIFICATE HOLDER

CANCELLATION

City of Cedar Falls 220 Clay Street Cedar Falls IA 50613	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---



MEMORANDUM

ADMINISTRATION DIVISION
2200 TECHNOLOGY PKWY
CEDAR FALLS, IOWA 50613
319-273-8629
FAX 319-273-8632

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

TO: Honorable Mayor James P. Brown and City Council
FROM: Brian Heath, O/M Division Manager
DATE: August 27, 2019
SUBJECT: Immediate Need Purchase

The Public Works Department has an rapid need for the acquisition of an aerial boom truck for the purpose of removing ash trees. The reason for this immediate need is due to the boom failure of the department's older truck. The failed unit in question is a 1998 model which was preliminarily scheduled for replacement in FY21. The failed boom apparatus of this truck is obsolete and no longer certifiable. This unit is a vital component of the ash tree removal program.

Quotations were sought through the Sourcwell network of cooperative purchasing. Sourcwell is formerly know as Joint Purchasing Alliance, providing competitively solicited cooperative contracts for municipalities. A unit will be available from Altec Industries Inc. in October through this program at a cost of \$146,718.00. Altec Industries is the same manufacturer that produced the City's existing aerial which has proven to be a quality unit.

The Public Works Department is seeking authorization to purchase the aerial apparatus according to the Accounting Policies & Procedures and Purchasing Manual; Section 10.02, Rapid Needs Purchases. The expenditure will be paid from General Revenue reserves.

Please feel free to contact me if you have questions.

CC: Chase Schrage, Director of Public Works


DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls
 220 Clay Street
 Cedar Falls, Iowa 50613
 Phone: 319-268-5161
 Fax: 319-268-5197
www.cedarfalls.com

MEMORANDUM
Inspections Division

TO: Honorable Mayor James P. Brown and City Council

FROM: Jamie Castle, Building Official

DATE: August 29, 2019

SUBJECT: Invision Architecture, LTD
 Professional Design Services Agreement
 City Hall Master Planning and Renovation

Attached you will find the Professional Services Agreement with Invision Architecture, LTD for the initial phase of the City Hall Master Planning and Renovation Project.

This initial phase will be a study to determine an accurate scope of work to update and reutilize the vacant portion of City Hall. The now vacant portion of City Hall (formally the police operations) will be where a heavy portion of the work will occur however other portions of City Hall will be redesigned as we shift various Departments and Divisions around to best utilize the available space. This phase will end with a schematic plan and a cost estimate.

The proposed Professional Services Agreement with Invision Architecture, LTD. will provide architectural services, mechanical and electrical engineering services for the schematic design of City Hall. The compensation for this agreement will be a fixed fee of \$15,000. This funding will come from CIP #174 – City Hall Carpet Replacement and Repurpose of City Hall.

After the completion of this phase we will bring forward another Professional Design Services Agreement which will take the project from Design Development to the completion of Construction.

The Department of Community Development requests your consideration and approval of the Professional Services Agreement with Invision Architecture, LTD. for completing the schematic design of the City Hall Remodel. If you have any questions or comments feel free to contact me.

xc: Stephanie Houk Sheetz, Director of Community Development



AIA[®] Document B101[™] – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 27 day of August in the year 2019
(In words, indicate day, month and year.)

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

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

and the Architect:
(Name, legal status, address and other information)

INVISION Architecture, LTD
501 Sycamore Street, Suite 101
Waterloo, IA 50703

for the following Project:
(Name, location and detailed description)

Cedar Falls City Hall Master Planning
220 Clay Street
Cedar Falls, IA 50613

The City has requested an approach to outline the reorganization of City Hall departments and provide a long-term plan for the redevelopment of the existing building. Estimated overall area of the building area is 47,500 sf.

The Owner and Architect agree as follows.

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

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Program will be developed during the Discovery Phase of Master Planning.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Cedar Falls City Hall
220 Clay Street
Cedar Falls, IA 50613

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

Not applicable

Init.

/

§ 1.1.4 The Owner’s anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Not applicable

.2 Construction commencement date:

Not applicable

.3 Substantial Completion date or dates:

Not applicable

.4 Other milestone dates:

Phase 1 Master Planning as described in Article 3.2a is anticipated to be complete by December 2, 2019

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Not applicable

§ 1.1.6 The Owner’s anticipated Sustainable Objective for the Project:

(Identify and describe the Owner’s Sustainable Objective for the Project, if any.)

Not applicable

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner’s Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

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

Jamie Castle
City of Cedar Falls
220 Clay Street
Cedar Falls, IA 50613

§ 1.1.8 The persons or entities, in addition to the Owner’s representative, who are required to review the Architect’s submittals to the Owner are as follows:

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

Not applicable

§ 1.1.9 The Owner shall retain the following consultants and contractors:

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

.1 Geotechnical Engineer:

Init.

Not applicable

.2 Civil Engineer:

Not applicable

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Tim Turnis, AIA
INVISION Architecture, LTD
501 Sycamore Street, Suite 101
Waterloo, IA 50703

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Not applicable

- .2 Mechanical Engineer: MODUS Engineering – Will provide general redevelopment input at the beginning of the process for system opportunities and limitations.

MODUS Engineering
214 East 4th Street
Waterloo, IA 50703

.3 Electrical Engineer: MODUS Engineering – Will provide general redevelopment input at the beginning of the process for system opportunities and limitations.

MODUS Engineering

214 East 4th Street
Waterloo, IA 50703

§ 1.1.11.2 Consultants retained under Supplemental Services:

Not applicable

§ 1.1.12 Other Initial Information on which the Agreement is based:

Not applicable

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

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

§ 2.5 ~~The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.~~ Insurance Requirements are outlined in Exhibit A – "Insurance Requirements for Consultants for the City of Cedar Falls".

Init.

~~§ 2.5.1 Commercial General Liability with policy limits of not less than — (\$ —) for each occurrence and — (\$ —) in the aggregate for bodily injury and property damage.~~

~~§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than — (\$ —) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.~~

~~§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.~~

~~§ 2.5.4 Workers' Compensation at statutory limits.~~

~~§ 2.5.5 Employers' Liability with policy limits not less than — (\$ —) each accident, — (\$ —) each employee, and — (\$ —) policy limit.~~

~~§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than — (\$ —) per claim and — (\$ —) in the aggregate.~~

~~§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.~~

~~§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.~~

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

~~§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.~~

~~§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.~~

~~§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.~~

~~§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.~~

Init.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 — facilitating the distribution of Bidding Documents to prospective bidders;
- .2 — organizing and conducting a pre-bid conference for prospective bidders;
- .3 — preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 — organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.2a Master Planning

1. Meeting 1 (Anticipated September 4, 2019) - Introduction Meeting – Meet and Greet, Analysis of Current State, Tour Existing/Field Verification
 - a. Introductions
 - b. Project Scope Assumptions
 - c. Verify Existing Conditions
 - d. Walk Building to Fully Understand the Building needs
2. Meeting 2 (Anticipated September 25, 2019) – Kickoff/Process Review/Project Materials
 - a. Hopes and Fears Review
 - b. Schedule
 - c. Project Expectations
 - d. Program/Verification
 - e. Open Discussion
 - f. Identify Next Steps
3. Meeting 3 (Anticipated October 16, 2019) – Create a Vision for Your Future
 - a. Project Phasing
 - b. Programming Finalized
 - c. Validate Plan
 - d. Understand New flows and Adjacencies
 - e. Discuss Surrounding Space and Support Needs
4. Meeting 4 (Anticipated November 18, 2019) – Testing the Outcomes
 - a. Detailed discussion on FFE
 - b. Conduct Simulations – Virtual
 - c. Share the Design
 - d. Report out to Leadership
 - e. Share with Community
 - f. Solicit Feedback

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 — facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 — organizing and participating in selection interviews with prospective contractors;
- .3 — preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 — participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge

of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment,

or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 — conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 — issue Certificates of Substantial Completion;
- .3 — forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

Init.

4 — issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect’s knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect’s inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect’s Supplemental Services and the Owner’s Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	<u>High level programming included</u>
§ 4.1.1.2 Multiple preliminary designs	<u>Not provided</u>
§ 4.1.1.3 Measured drawings	<u>Not provided</u>
§ 4.1.1.4 Existing facilities surveys	<u>General Building evaluation provided by Architect in Master Planning</u>
§ 4.1.1.5 Site evaluation and planning	<u>Not provided</u>
§ 4.1.1.6 Building Information Model management responsibilities	<u>Not provided</u>
§ 4.1.1.7 Development of Building Information Models for post construction use	<u>Not provided</u>
§ 4.1.1.8 Civil engineering	<u>Not provided</u>
§ 4.1.1.9 Landscape design	<u>Not provided</u>
§ 4.1.1.10 Architectural interior design	<u>Not provided</u>
§ 4.1.1.11 Value analysis	<u>Not provided</u>
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	<u>Not provided</u>
§ 4.1.1.13 On-site project representation	<u>Not provided</u>
§ 4.1.1.14 Conformed documents for construction	<u>Not provided</u>

Init.

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.15 As-designed record drawings	<u>Not provided</u>
§ 4.1.1.16 As-constructed record drawings	<u>Not provided</u>
§ 4.1.1.17 Post-occupancy evaluation	<u>Not provided</u>
§ 4.1.1.18 Facility support services	<u>Not provided</u>
§ 4.1.1.19 Tenant-related services	<u>Not provided</u>
§ 4.1.1.20 Architect’s coordination of the Owner’s consultants	<u>Not provided</u>
§ 4.1.1.21 Telecommunications/data design	<u>Not provided</u>
§ 4.1.1.22 Security evaluation and planning	<u>Not provided</u>
§ 4.1.1.23 Commissioning	<u>Not provided</u>
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	<u>Not provided</u>
§ 4.1.1.25 Fast-track design services	<u>Not provided</u>
§ 4.1.1.26 Multiple bid packages	<u>Not provided</u>
§ 4.1.1.27 Historic preservation	<u>Not provided</u>
§ 4.1.1.28 Furniture, furnishings, and equipment design	<u>Not provided</u>
§ 4.1.1.29 Other services provided by specialty Consultants	<u>Not provided</u>
§ 4.1.1.30 Other Supplemental Services	<u>Not provided</u>

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect’s responsibility is provided below.
(Describe in detail the Architect’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect’s Services documents that can be included as an exhibit to describe the Architect’s Supplemental Services.)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner’s responsibility is provided below.
(Describe in detail the Owner’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect’s Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect’s schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner’s written authorization:

Init.
/

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

~~§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.~~

- ~~.1 — Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;~~
- ~~.2 — Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner provided information, Contractor prepared coordination drawings, or prior Project correspondence or documentation;~~
- ~~.3 — Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;~~
- ~~.4 — Evaluating an extensive number of Claims as the Initial Decision Maker; or,~~
- ~~.5 — Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.~~

~~§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:~~

- ~~.1 — () reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor~~
- ~~.2 — () visits to the site by the Architect during construction~~
- ~~.3 — () inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents~~
- ~~.4 — () inspections for any portion of the Work to determine final completion.~~

~~§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.~~

§ 4.2.5 If the services covered by this Agreement have not been completed within Four (4) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

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

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

Init.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

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

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;

- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

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

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

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding

Init.

dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

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

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party’s termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

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

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

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

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by

Init.

the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

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

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

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

§ 8.3.4 Consolidation or Joinder

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

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

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

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

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

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

Init.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

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

.1 Termination Fee:

Not applicable

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

Not applicable

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

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

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

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

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

Init.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect’s promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect’s materials shall not include the Owner’s confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner’s promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days’ notice to the other party, when required by law, arbitrator’s order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

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

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect’s Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

Phase 1, Master Planning – Lump Sum Fee of \$15,000.

.2 Percentage Basis
(Insert percentage value)

() % of the Owner’s budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

§ 11.2 For the Architect’s Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Fees will be negotiated based on the type of additional service requested. Fee structure will be determined based on the scope of the work.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Fees will be negotiated based on the type of additional service requested. Fee structure will be determined based on the scope of the work.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10 %), or as follows:
(Insert amount of, or basis for computing, Architect’s consultants’ compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	percent (%)
Design Development Phase	percent (%)
Construction Documents Phase	percent (%)
Procurement Phase	percent (%)
Construction Phase	percent (%)
Total Basic Compensation	one hundred percent (100 %)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner’s most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner’s budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect’s consultants are set forth below. The rates shall be adjusted in accordance with the Architect’s and Architect’s consultants’ normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Exhibit B

Employee or Category	Rate (\$0.00)
----------------------	---------------

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect’s consultants directly related to the Project, as follows:

- .1 ~~Transportation and authorized~~ Authorized out-of-town travel and subsistence;
- .2 ~~Long distance services, dedicated~~ Dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;

- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ~~percent (—%) of the expenses incurred.~~
~~consultants.~~

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$ —) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

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

1 % Per month

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

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

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

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

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

AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

- Exhibit A – Insurance Requirements for Consultants for the City of Cedar Falls
- Exhibit B – Hourly Rates
- Exhibit C – Certificate of Insurance for General Liability Insurance
- Exhibit D – Certificate of Insurance for Professional Liability Insurance

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

OWNER *(Signature)*

(Printed name and title)



ARCHITECT *(Signature)*

Brad Leeper, AIA, Partner

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

Init.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Brad Leeper, AIA, Partner, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 16:41:00 ET on 08/28/2019 under Order No. 2193223387 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.



(Signed)

Partner

(Title)

8.29.19

(Dated)

Exhibit A

**City Hall Master Plan
Cedar Falls, Iowa
City Project Number 2317**

08-29-2019

**INSURANCE REQUIREMENTS FOR
CONSULTANTS FOR THE CITY OF CEDAR FALLS**

*** This document outlines the insurance requirements for all Consultants who perform work for the City of Cedar Falls. The term "Consultant" as used in this document shall be defined as the Architect 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. Consultant 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.

Consultant shall, upon request by the City, provide Certificates of Insurance for all subconsultants and sub-sub consultants 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 Consultant 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 Consultant's expense.

7. Consultant 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, except for E&O insurance which shall be claims made. 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.
- Consultant 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 consultants.

Consultants 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 Consultant 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 Consultant. Consultant 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 per claim and in the aggregate.

9. Separation of Insured's Provision: If Consultant'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 Consultant and such coverage and limits shall not be deemed as a limitation on Consultant'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 Consultant agrees to defend (for all non-professional claims), indemnify, and hold harmless the City of Cedar Falls, Iowa, its elected and appointed officials, directors, and employees working on behalf of the City of Cedar Falls, Iowa, against any and all claims, demands, suits or loss, including 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 the work and/or services provided by the Consultant 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 Consultant, its agents, employees, subconsultants or others working on behalf of the Consultant. 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 Consultant, its officers, employees, subconsultants, and others affiliated with the Consultant due to accidents, mishaps, misconduct, negligence or injuries either in person or property resulting from the work and/or services performed by the Consultant 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 Consultant represents that its activities pursuant to the provisions of this contract will be performed and supervised by adequately trained and qualified personnel, and the Consultant will observe, and cause its officers, employees, subconsultants and others affiliated with the Consultant to observe all applicable safety rules.

12. Waiver of Subrogation: To the extent permitted by law, Consultant 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 Consultant or anyone claiming through or under the Consultant 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 Consultant'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 Consultant'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 Consultant 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 Consultant 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

Per claim and in the aggregate

**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. Consultant 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>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Carrier should reflect rating of A-, VIII or better</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	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	NAIC #														
INSURER A : Carrier should reflect rating of A-, VIII or better															
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR I,TR	TYPE OF INSURANCE	ADDL INSR	SUBR WW2	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			Policy Number	01/01/2015	01/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			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 \$			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			Policy Number	01/01/2015	01/01/2016	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	Errors & Omissions			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
<small>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</small>

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.

SCHEDULE OF HOURLY RATES**HOURLY RATE SCHEDULE 2019-2020**

PARTNER	\$250
PRINCIPAL	\$175
PROJECT MANAGER	\$80-\$160
ARCHITECT	\$80-\$160
INTERN ARCHITECT	\$65 - \$95
STUDENT INTERN	\$55
INTERIOR DESIGNER	\$80 - \$115
MEDICAL PLANNER	\$140 - \$175
STANDARDS AND MODEL CONTENT MANAGER	\$120
SPECIFICATION WRITER	\$135 - \$150
GRAPHIC DESIGNER	\$100
DRAFTSPERSON	\$70 - \$100
ADMINISTRATIVE	\$55 - \$150

Services provided on an hourly basis shall be performed in accordance with the Standard Hourly Rate Schedule in effect at the time of performance. This schedule is updated annually and will be adjusted with normal review practices.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

ITEM 14.

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 PDCM Insurance P.O. Box 2597 Waterloo IA 50704	CONTACT NAME: Samantha Trost PHONE (A/C, No, Ext): 319-234-8888 E-MAIL ADDRESS: strost@pdc.com	FAX (A/C, No): 319-234-7702
	INSURER(S) AFFORDING COVERAGE	
INSURED InVision Architecture Ltd, PO Box 1800 Waterloo IA 50704	INSURER A : Travelers	NAIC # 40282
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 663038593 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	6809H343561	4/1/2019	4/1/2020	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		Y	BA0D032968	4/1/2019	4/1/2020	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 type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP5N867815	4/1/2019	4/1/2020	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		Y	UB0K939667	4/1/2019	4/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
			N/A				E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: City Hall Master Plan and Renovation, City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

When required by a written contract, 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 are named as additional insured on the general liability on a primary and noncontributory basis for ongoing and completed operations. Waiver of subrogation is provided in favor of 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 on the general liability, auto, and worker's compensation. Governmental Immunities endorsement is included for the City of Cedar Falls.

CERTIFICATE HOLDER

CANCELLATION

City of Cedar Falls
220 Clay St
Cedar Falls IA 50613

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GOVERNMENTAL IMMUNITY ENDORSEMENT – IOWA JURISDICTION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Iowa Jurisdiction:

**PROJECT: CITY HALL MASTER PLAN AND
RENOVATION, CITY OF CEDAR FALLS, 220
CLAY STREET, CEDAR FALLS, IA 50613**

Description Of Project:

**CITY OF CEDAR FALLS 220 CLAY ST CEDAR
FALLS IA 50613**

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

IOWA GOVERNMENTAL IMMUNITY

- a. For any claim or "suit" seeking damages from the Iowa jurisdiction scheduled in this endorsement because of "bodily injury", "property damage", "personal injury" or "advertising injury" caused by "your work" on or for any project that is scheduled in this endorsement and located in such Iowa jurisdiction, this insurance applies only to the extent that such claim or "suit" is not subject to any defense of governmental immunity under Iowa Code Section 670.4 and any amendment to that section.
- b. For any claim or "suit" seeking damages from the Iowa jurisdiction scheduled in this endorsement because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which this insurance applies and caused by "your work" on or for any project that is scheduled in this endorsement and located in such Iowa jurisdiction, that Iowa jurisdiction will be responsible for asserting any defense of governmental immunity and must do so if requested in writing by us. Nothing contained in this endorsement shall prevent us from asserting any defense of governmental immunity on behalf of that Iowa jurisdiction.
- c. For any claim or "suit" seeking damages from the Iowa jurisdiction scheduled in this endorsement because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which this insurance applies and caused by "your work" on or for any project that is scheduled in this endorsement and located in such Iowa jurisdiction, we agree that:
 - (1) The purchase of this policy and including the Iowa jurisdiction as an additional insured under this policy does not waive any defense of governmental immunity available to such Iowa jurisdiction under Iowa Code Section 670.4 and any amendment to that section; and
 - (2) We will take the position that this insurance does not apply because of governmental immunity only after a court of law having jurisdiction over such claim or "suit" has ruled in favor of any defense of governmental immunity asserted by such Iowa jurisdiction.
- d. This preservation of governmental immunity does not change the coverage otherwise available under this policy.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/22/2019

ITEM 14.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Holmes Murphy & Assoc - CR 201 First Street SE, Suite 700 Cedar Rapids, IA 52401	1-800-300-0325	CONTACT NAME: Paula Dixon PHONE (A/C No. Ext): 800-527-9049 E-MAIL ADDRESS:	FAX (A/C No.):
INSURED InVision Architecture, Ltd. PO Box 1800 Waterloo, IA 50704-1800		INSURER(S) AFFORDING COVERAGE	
		INSURER A: XL SPECIALTY INS CO	NAIC # 37885
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 57015143

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability Claims Made			DPR9943121	06/01/19	06/01/20	Per Claim 2,000,000 Aggregate 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: City Hall Master Plan and Renovation
A waiver of subrogation applies in favor of certificate holder per requirement of written agreement.

CERTIFICATE HOLDER City of Cedar Falls 220 Clay Street Cedar Falls, IA 50613 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Paula Dixon</i>
---	--

This endorsement, effective 12:01 a.m., 06/01/2019 forms a part of
Policy No. DPR9943121
Issued to InVision Architecture, Ltd.
by XL Specialty Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MATERIAL CHANGES ENDORSEMENT

This endorsement modifies insurance provided under the following:

**PROFESSIONAL, ENVIRONMENTAL AND NETWORK SECURITY LIABILITY POLICY – ARCHITECTS,
CONSULTANTS AND ENGINEERS**

It is agreed that, in the event this Policy is cancelled by the Company for any reason, or canceled by the NAMED INSURED, a thirty (30) days' advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment will be provided to the following entity:

Entity Name and Address:
City of Cedar Falls
220 Clay Street
Cedar Falls, IA 50613

This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached.

All other terms and conditions of the Policy remain unchanged.



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: Benjamin Claypool, Civil Engineer II, EI, PhD
DATE: August 29, 2019
SUBJECT: 2019 Peter Melendy Park Renovation Project
Project No. PI-039-3208
Bid Opening

On Tuesday, August 27, 2019 at 2:00 p.m., bids were received and opened for the 2019 Peter Melendy Park Renovation Pro. A total of two (2) bids were received, with Veith Construction Corporation the low bidder:

	<i>Base Bid</i>
K. Cunningham Construction Co., Inc.	\$356,000.00
Veith Construction Corp.	\$224,575.00

The Engineer's Estimate for this project was \$264,000.00. Veith Construction Corporation of Cedar Falls, Iowa submitted the low bid in the amount of \$224,575.00. Attached is a bid tab for your reference.

We recommend acceptance of the lowest bid from Veith Construction Corporation in the amount of \$224,575.00. On September 3rd, 2019, the Contract, Bonds and Insurance Certificate will be submitted for City Council approval.

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

xc: Chase Schrage, Director of Public Works
Stephanie Houk Sheetz, Director of Community Development



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: August 29, 2019

SUBJECT: 2019 Peter Melendy Park Renovation Project
Project No. PI-039-3208
Contract Documents

Attached for your approval are the Form of Contract, the Performance, Payment, and Maintenance Bonds, Certificates of Insurance, and Form of Proposal with Veith Construction Corporation for the construction of the 2019 Peter Melendy Park Renovation Project.

The Department of Public Works recommends approving and executing the contract with Veith Construction Corporation for the construction of the 2019 Peter Melendy Park Renovation Project. This project involves the renovation of Peter Melendy Park. The renovation will include the installation of approximately 730 square yards of brick pavers of assorted colors (supplied by the City), approximately 470 square yards of PCC sidewalk removal, tree plantings, amenities and sodding.

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

xc: Chase Schrage, Director of Public Works
Stephanie Houk Sheetz, Director of Community Development

FORM OF CONTRACT

This Contract entered into in quadruplicate at Cedar Falls, Iowa, this ____ day of _____, 2019, by and between the City of Cedar Falls, Iowa, hereinafter called the Owner, and _____ of _____, hereinafter called the Contractor.

WITNESSETH:

The Contractor hereby agrees to furnish all labor, tools, materials and equipment and construct the public improvement consisting of: 2019 PETER MELENDY PARK RENOVATION PROJECT, Project No. PI-039-3208 all in the City of Cedar Falls, Iowa, ordered to be constructed by the City Council of the City of Cedar Falls, Iowa, by Resolution duly passed on the 3rd day of September 2019, and shown and described in the Plans and Specifications therefore now on file with the City Clerk of said City.

Said improvement shall be constructed strictly in accordance with said Plans and Specifications.

The following parts of the Plans and Specifications for said Project No. PI-039-3208 attached hereto shall be made a part of this contract as fully as though set out herein verbatim:

- a. Resolution ordering construction of the improvement
- b. Plans
- c. Notice of Public Hearing on Plans and Specifications
- d. Notice to Bidders
- e. Instructions to Bidders
- f. Supplemental Conditions
- g. General Conditions
- h. Project Specifications
- i. Form of Proposal
- j. Performance, Payment, and Maintenance Bond
- k. Form of Contract
- l. Non-collusion Affidavit of Prime Bidder
- m. Bidders Status Form

In Witness whereof, this Contract has been executed in quadruplicate on the date first herein written.

Tony Viera
Contractor *pkv*

CITY OF CEDAR FALLS, IOWA

By _____
James P. Brown, Mayor

Attest: _____
Jacqueline Danielsen, MMC
City Clerk

Performance, Payment and Maintenance Bond

SURETY BOND NO. 2293222

KNOW ALL BY THESE PRESENTS:

That we, Vieth Construction Corporation, as Principal (hereinafter the "Contractor" or "Principal" and North American Specialty Insurance Company as Surety are held and firmly bound unto CITY OF CEDAR FALLS, IOWA, as Obligee (hereinafter referred to as "the Owner"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of ---Two Hundred Twenty Four Thousand Five Hundred Seventy Five and 00/100--- (\$ ---224,575.00---), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Owner, bearing date the _____ day of _____, 2019, hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

**2019 Peter Melendy Park Renovation Project
Public Improvement
Project PI-039-3208**

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents.

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

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Owner from all outlay and expense incurred by the Owner by reason of the Contractor's default or failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. **PAYMENT:** The Contractor and the Surety on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Owner is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.
3. **MAINTENANCE:** The Contractor and the Surety on this Bond hereby agree, at their own expense:

- A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of 2 year (s) from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
- B. To keep all work in continuous good repair; and
- C. To pay the Owner's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Owner all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

Contractor's and Surety's agreement herein made extends to defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.

4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
- B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this bond shall then be released as to such excess increase; and
- C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

The Contractor and every Surety on the bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- D. That no provision of this Bond or of any other contract shall be valid that limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.
- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Owner including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney's fees (including overhead expenses of the Owner's staff attorneys), and all costs and expenses of litigation as they are incurred by the Owner. It is intended the Contractor and Surety will defend and indemnify the Owner on all claims made against the Owner on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Owner will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Owner incurs any “outlay and expense” in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Owner whole for all such outlay and expense, provided that the Surety’s obligation under this bond shall not exceed 125% of the penal sum of this bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be in the Iowa District Court for Polk County, State of Iowa. If legal action is required by the Owner to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Owner, the Contractor and the Surety agree, jointly, and severally, to pay the Owner all outlay and expense incurred therefor by the Owner. All rights, powers, and remedies of the Owner hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Owner, by law. The Owner may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Project No. PI-039-3208

Witness our hands, in triplicate, this _____ day of _____, 2019.

Surety Countersigned By:

PRINCIPAL:

Not required
Signature of Agent

Vieth Construction Corporation
Contractor

Printed Name of Agent

By: _____
Signature

Title

Company Name

SURETY:

North American Specialty Insurance Company
Surety Company

Company Address

By: 
Signature Attorney-in-Fact Officer

City, State, Zip Code

Dione R. Young, Attorney-in-Fact & Iowa Resident Agent
Printed Name of Attorney-in-Fact Officer

Company Telephone Number

Holmes, Murphy and Associates, LLC
Company Name

FORM APPROVED BY:

2727 Grand Prairie Parkway
Company Address

Attorney for Owner

Waukee, IA 50263
City, State, Zip Code

(515) 223-6800
Company Telephone Number

NOTE:

1. All signatures on this performance, payment, and maintenance bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This bond must be sealed with the Surety's raised, embossing seal.
3. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this bond must be exactly as listed on the Certificate or Power of Attorney accompanying this bond.

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY
WESTPORT INSURANCE CORPORATION

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Overland Park, Kansas each does hereby make, constitute and appoint:

JAY D. FREIERMUTH, CRAIG E. HANSEN, BRIAN M. DEIMERLY, SHIRLEY S. BARTENHAGEN, CINDY BENNETT, ANNE CROWNER,

TIM McCULLOH,, STACY VENN, DIONE R. YOUNG, and WENDY ANN CASEY JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: ONE HUNDRED TWENTY FIVE MILLION (\$125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature] Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation

By [Signature] Mike A. Ito, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation

IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 3rd day of November, 2017.

North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation

State of Illinois ss:
County of Cook

On this 3rd day of November, 2017, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of

Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature] M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this ___ day of ___, 2019.

[Signature]

POLICY NUMBER:

COMMERCIAL MULTIPLE LINE
IL 70 84 06 16**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****IOWA GOVERNMENTAL IMMUNITIES ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

BUSINESSOWNERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

SCHEDULE**Name of Organization:** City of Cedar Falls

1. **Nonwaiver of Governmental Immunity.** The insurance carrier expressly agrees and states that the purchase of this policy and the including of the organization shown in the Schedule as an Additional Insured does not waive any of the defenses of governmental immunity available to the organization shown in the Schedule under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. **Claims Coverage.** The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
3. **Assertion of Governmental Immunity.** The organization shown in the Schedule shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement, shall prevent the carrier from asserting the defense of governmental immunity on behalf of the organization shown in the Schedule.
4. **Non-Denial of Coverage.** The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the organization shown in the Schedule under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the organization shown in the Schedule.
5. **No Other Change in Policy.** The insurance carrier and the organization shown in the Schedule agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

EXTENDED ULTRA LIABILITY PLUS ENDORSEMENT**COMMERCIAL GENERAL LIABILITY EXTENSION ENDORSEMENT SUMMARY OF COVERAGES**

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary.

- * Extended Property Damage
- * Expanded Fire Legal Liability to include Explosion, Lightning and Sprinkler Leakage
- * Coverage for non-owned watercraft is extended to 51 feet in length
- * Property Damage - Borrowed Equipment
- * Property Damage Liability - Elevators
- * Coverage D - Voluntary Property Damage Coverage
\$5,000 Occurrence with a \$10,000 Aggregate
- * Coverage E - Care, Custody and Control Property Damage Coverage
\$25,000 Occurrence with a \$100,000 Aggregate - \$500 Deductible
- * Coverage F - Electronic Data Liability Coverage - \$50,000
- * Coverage G - Product Recall Expense
\$25,000 Each Recall Limit with a \$50,000 Aggregate - \$1,000 Deductible
- * Coverage H - Water Damage Legal Liability - \$25,000
- * Coverage I - Designated Operations Covered by a Consolidated (Wrap-Up) Insurance Program - Limited Coverage
- * Increase in Supplementary Payments: Bail Bonds to \$1,000
- * Increase in Supplementary Payments: Loss of Earnings to \$500
- * For newly formed or acquired organizations - extend the reporting requirement to 180 days
- * Broadened Named Insured
- * Automatic Additional Insured - Owners, Lessees or Contractors - Automatic Status When Required in Construction Agreement With You – Including Upstream Parties
- * Contractors Blanket Additional Insured - Products - Completed Operations Coverage – Including Upstream Parties
- * Automatic Additional Insured - Vendors
- * Automatic Additional Insured- Lessor of Leased Equipment Automatic Status When Required in Lease Agreement With You
- * Automatic Additional Insured - Managers or Lessor of Premises
- * Additional Insured - Engineers, Architects or Surveyors Not Engaged by the Named Insured
- * Additional Insured - State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations
- * Additional Insured - Consolidated Insurance Program (Wrap-Up) Off-Premises Operations Only - Owners, Lessees or Contractors Automatic Status When Required in Construction Agreement With You
- * Additional Insured - Employee Injury to Another Employee
- * Automatically included - Aggregate Limits of Insurance (per location)
- * Automatically included - Aggregate Limits of Insurance (per project)
- * Knowledge of occurrence - Knowledge of an “occurrence”, “claim or suit” by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee
- * Blanket Waiver of Subrogation
- * Liberalization Condition
- * Unintentional failure to disclose all hazards. If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.
- * “Insured Contract” redefined for Limited Railroad Contractual Liability
- * Mobile equipment to include snow removal, road maintenance and street cleaning equipment less than 1,000 lbs GVW
- * Bodily Injury Redefined

REFER TO THE ACTUAL ENDORSEMENT FOLLOWING ON PAGES 2 THROUGH 13 FOR CHANGES AFFECTING YOUR INSURANCE PROTECTION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXTENDED ULTRA LIABILITY PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I - COVERAGES

A. The following changes are made at **COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

1. Extended Property Damage

At 2. Exclusions exclusion a. **Expected or Intended Injury** is replaced with the following:

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

2. Expanded Fire Legal Liability

At 2. Exclusions the last paragraph is deleted and replaced by the following:

Exclusions c. through n. do not apply to damage by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE**.

3. Non-Owned Watercraft

At 2. Exclusions exclusion g. **Aircraft, Auto Or Watercraft (2) (a)** is deleted and replaced by the following:

(a) Less than 51 feet long;

4. Property Damage – Borrowed Equipment

At 2. Exclusions the following is added to paragraph (4) of exclusion j. **Damage To Property** :

This exclusion does not apply to "property damage" to borrowed equipment while at a jobsite and while not being used to perform operations. The most we will pay for "property damage" to any one piece of borrowed equipment under this coverage is \$25,000 per occurrence. The insurance afforded under this provision is excess over any valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

5. Property Damage Liability – Elevators

At 2. Exclusions the following is added to paragraphs (3), (4) and (6) of exclusion j. **Damage To Property** :

This exclusion does not apply to "property damage" resulting from the use of elevators. However, any insurance provided for such "property damage" is excess over any valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

B. The following coverages are added:

1. **COVERAGE D - VOLUNTARY PROPERTY DAMAGE COVERAGE**

"Property damage" to property of others caused by the insured:

- a. While in your possession; or
- b. Arising out of "your work".

Coverage applies at the request of the insured, whether or not the insured is legally obligated to pay.

For the purposes of this **Voluntary Property Damage Coverage** only:

Exclusion j. **Damage to Property** is deleted and replaced by the following:

j. **Damage to Property**

"Property damage" to:

- (1) Property held by the insured for servicing, repair, storage or sale at premises you own, rent, lease, operate or use;

- (2) Property transported by or damage caused by any "automobile", "watercraft" or "aircraft" you own, hire or lease;
- (3) Property you own, rent, lease, borrow or use.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

For the purposes of this Voluntary Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.

2. COVERAGE E - CARE, CUSTODY AND CONTROL PROPERTY DAMAGE COVERAGE

For the purpose of this **Care, Custody and Control Property Damage Coverage** only:

- a. Item (4) of exclusion j. does not apply.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

For the purposes of this Care, Custody and Control Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.

3. COVERAGE F - ELECTRONIC DATA LIABILITY COVERAGE

For the purposes of this **Electronic Data Liability Coverage** only:

- a. Exclusion p. of **Coverage A – Bodily Injury And Property Damage Liability** in **Section I – Coverages** is replaced by the following:

2. Exclusions

This insurance does not apply to:

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

However, this exclusion does not apply to liability for damages because of "bodily injury".

- b. "Property damage" means:

- (1) Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- (2) Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or
- (3) Loss of, loss of use of, damage to, corruption of, inability to access or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this **Electronic Data Liability Coverage**, "electronic data" is not tangible property.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

4. COVERAGE G - PRODUCT RECALL EXPENSE

a. Insuring Agreement

- (1) We will pay 90% of "product recall expense" you incur as a result of a "product recall" you initiate during the coverage period.
- (2) We will only pay for "product recall expense" arising out of "your products" which have been physically relinquished to others.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

b. Exclusions

This insurance does not apply to "product recall expense" arising out of:

- (1) Any fact, circumstance or situation which existed at the inception date of the policy and which you were aware of, or could reasonably have foreseen that would have resulted in a "product recall".
- (2) Deterioration, decomposition or transformation of a chemical nature, except if caused by an error in the manufacture, design, processing, storage, or transportation of "your product".
- (3) The withdrawal of similar products or batches that are not defective, when a defect in another product or batch has been found.
- (4) Acts, errors or omissions of any of your employees, done with prior knowledge of any of your officers or directors.
- (5) Inherent vice, meaning a natural condition of property that causes it to deteriorate or become damaged.
- (6) "Bodily injury" or "property damage".
- (7) Failure of "your product" to accomplish its intended purpose, including any breach of warranty of fitness, quality, efficacy or efficiency, whether written or implied.
- (8) Loss of reputation, customer faith or approval, or any costs incurred to regain customer market, or any other consequential damages.
- (9) Legal fees or expenses.
- (10) Damages claimed for any loss, cost or expense incurred by you or others for the loss of use of "your product".
- (11) "Product recall expense" arising from the "product recall" of any of "your products" for which coverage is excluded by endorsement.
- (12) Any "product recall" initiated due to the expiration of the designated shelf life of "your product".

5. COVERAGE H - WATER DAMAGE LEGAL LIABILITY

The Insurance provided under Coverage **H (Section I)** applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

The Limit under this coverage shall not be in addition to the Damage To Premises Rented To You Limit.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

6. COVERAGE I – DESIGNATED OPERATIONS COVERED BY A CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM

The following exclusion is added to Paragraph **2. Exclusions** of **SECTION I – COVERAGES COVERAGE A–BODILY INJURY AND PROPERTY DAMAGE LIABILITY** :

- r. This insurance does not apply to "bodily injury" or "property damage" arising out of either your ongoing operations or operations included within the "products-completed operations hazard" for any "consolidated (Wrap-up) insurance program" which has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.

This exclusion applies whether or not a "consolidated (Wrap-up) insurance program":

- a. Provides coverage identical to that provided by this Coverage Part; or
- b. Has limits adequate to cover all claims.

This exclusion does not apply if a "consolidated (Wrap-up) insurance program" covering your operations has been cancelled, non-renewed or otherwise no longer applies for reasons other than exhaustion of all available limits, whether such limits are available on a primary, excess or on any other basis. You must advise us of such cancellation, nonrenewal or termination as soon as practicable.

For purposes of this exclusion a "consolidated (wrap-up) insurance program" is a program providing insurance coverage to all parties for exposures involved with a particular (typically major) construction project.

C. SUPPLEMENTARY PAYMENTS - COVERAGES A AND B is amended:

1. To read **SUPPLEMENTARY PAYMENTS**

2. **Bail Bonds**

Item 1.b. is amended as follows:

- b. Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

3. **Loss of Earnings**

Item 1.d. is amended as follows:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

4. The following language is added to Item 1.

However, we shall have none of the duties set forth above when this insurance applies only for **Voluntary Property Damage Coverage** and/or **Care, Custody or Control Property Damage Coverage** and we have paid the Limit of Liability or the Aggregate Limit for these coverages.

SECTION II - WHO IS AN INSURED

A. The following change is made:

Extended Reporting Requirements

Item 3.a. is deleted and replaced by the following :

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. The following provisions are added:

4. **BROAD FORM NAMED INSURED**

Item 1.f. is added as follows:

- f. Any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period only if there is no other similar insurance available to that entity. However:
- (1) Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired more than 50 percent of the voting stock; and
 - (2) Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired more than 50 percent of the voting stock.

5. **Additional Insured - Owners, Lessees or Contractors-Automatic Status When Required in Construction or Service Agreement With You – Including Upstream Parties**

- a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy;
- b. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph a. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" which may be imputed to that person or organization directly arising out of:

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.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- c. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:
 - a. 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
 - b. 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.

6. Additional Insured – Products Completed Operations Coverage – Including Upstream Parties

- a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
- b. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph a. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" which may be imputed to that person or organization directly arising out of "your work" specified in the "written contract" and included in the "products-completed operations hazard".

However:

- (1) The insurance afforded to such additional insureds only applies to the extent permitted by law;
 - (2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
 - (3) Such coverage will not apply subsequent to the first to occur of the following:
 - i. The expiration of the period of time required by the "written contract"; or
 - ii. The expiration of any applicable statute of limitations or statute of repose with respect to claims arising out of "your work".
- c. With respect to the insurance afforded to any additional insured under this endorsement, the following additional exclusionary language shall apply:

This insurance does not apply to "bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architecture, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

7. Additional Insured - Vendors

- a. Any person(s) or organization(s) (referred to throughout this additional coverage as vendor), but only with respect to "bodily injury" or "property damage", which may be imputed to that person(s) or organization(s) arising out of "your products" shown with the Schedule which are distributed or sold in the regular course of the vendor's business is an insured.

However:

- (1) The insurance afforded to such vendor only applies to the extent permitted by law; and
 - (2) If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.
- b. With respect to the insurance afforded to these vendors, the following additional exclusions apply:
- (1) This insurance afforded the vendor does not apply to:
 - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container.
 - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of products.
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product.
 - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
 - (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - i. The exceptions contained in Sub-paragraphs d. or f.; or
 - ii. Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
 - (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

8. Additional Insured – Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You

- a. Any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to your liability for "bodily injury", "property damage" or "personal and advertising injury" directly arising out of the maintenance, operation or use of equipment leased to you, which may be imputed to such person or organization as the lessor of equipment.

However, the insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

- b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

9. Additional Insured – Managers or Lessors of Premises

- a. Any person(s) or organization(s), but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

- (1) The insurance afforded to such additional insured only applies to the extent permitted by law; and
- (2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

10. Additional Insured - Engineers, Architects or Surveyors Not Engaged by the Named Insured

- a. Any architects, engineers or surveyors who are not engaged by you are insureds, but only with respect to liability for "bodily injury" or "property damage" or "personal and advertising injury" which may be imputed to that architect, engineer or surveyor arising out of:

- (1) Your acts or omissions; or
- (2) Your acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

But only if such architects, engineers or surveyors, while not engaged by you, are contractually required to be added as an additional insured to your policy.

However, the insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
- (2) Supervisory, inspection or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services.

11. Additional Insured - State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations

Any state or governmental agency or subdivision or political subdivision is an insured, subject to the following provisions:

- a. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- (1) The insurance afforded to such additional insured only applies to the extent permitted by law; and
- (2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

b. This insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

12. Additional Insured Consolidated Insurance Program (Wrap-Up) Off-Premises Operations Only - Owners, Lessees or Contractors

a. Any persons or organizations for whom you are performing operations, for which you have elected to seek coverage under a Consolidated Insurance Program, when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy is an insured. Such person or organization is an additional insured only with respect to your liability which may be imputed to that person or organization directly arising out of your ongoing operations performed for that person or organization at a premises other than any project or location that is designated as covered under a Consolidated Insurance Program. A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies.

This insurance does not apply to:

"Bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- (2) Supervisory, inspection

13. Additional Insured - Employee Injury to Another Employee

With respect to your "employees" who occupy positions which are supervisory in nature:

Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED** is amended to read:

a. "Bodily injury" or "personal and advertising injury"

- (1) To you, to your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);
- (2) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph (1)(a) above; or
- (3) Arising out of his or her providing or failing to provide professional healthcare services. Paragraph 3.a. is deleted.

For the purpose of this Item 13 only, a position is deemed to be supervisory in nature if that person performs principle work which is substantially different from that of his or her subordinates and has authority to hire, direct, discipline or discharge.

SECTION III - LIMITS OF INSURANCE

A. The following Items are deleted and replaced by the following:

2. The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under **Coverage C**;
- b. Damages under **Coverage A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

- c. Damages under **Coverage B**; and
 - d. Damages under **Coverage H**.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under **Coverage A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" and **Coverage G**.
 6. Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under **Coverage A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning or sprinkler leakage while rented to you or temporarily occupied by you with permission of the owner.
- B. The following are added :**
8. Subject to Paragraph 5. of **SECTION III – LIMITS OF INSURANCE** \$25,000 is the most we will pay under Coverage **H** for **Water Damage Legal Liability**.
 9. **Coverage G - Product Recall Expense**
Aggregate Limit \$50,000
Each Product Recall Limit \$25,000
 - a. The Aggregate Limit shown above is the most we will pay for the sum of all "product recall expense" you incur as a result of all "product recalls" you initiate during the endorsement period.
 - b. The Each Product Recall Limit shown above is the most we will pay, subject to the Aggregate and \$1,000 deductible, for "product recall expense" you incur for any one "product recall" you initiate during the endorsement period.

We will only pay for the amount of "product recall expenses" which are in excess of the deductible amount. The deductible applies separately to each "product recall". The limits of insurance will not be reduced by the amount of this deductible.

We may, or will if required by law, pay all or any part of any deductible amount. Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.
 10. **Aggregate Limits of Insurance (Per Location)**
The General Aggregate Limit applies separately to each of your "locations" owned by or rented to you or temporarily occupied by you with the permission of the owner.
"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
 11. **Aggregate Limits of Insurance (Per Project)**
The General Aggregate Limit applies separately to each of your projects away from premises owned by or rented to you.
 12. With respects to the insurance afforded to additional insureds afforded coverage by items 5 through 13 of **SECTION II – WHO IS AN INSURED** above, the following is added:
The most we will pay on behalf of the additional insured is the amount of insurance:
 - a. Required by the contract or agreement;
 - b. Available under the applicable Limits of Insurance shown in the Declarations;

Whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.
 13. Subject to 5. of **SECTION III – LIMITS OF INSURANCE**, a \$5,000 "occurrence" limit and a \$10,000 "aggregate" limit is the most we will pay under **Coverage A** for damages because of "property damage" covered under **Coverage D - Voluntary Property Damage Coverage**.
For the purposes of this Voluntary Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.

14. Subject to 5. of **SECTION III – LIMITS OF INSURANCE**, a \$25,000 "occurrence" limit and a \$100,000 "aggregate" limit is the most we will pay under **Coverage E - Care, Custody and Control Coverage** regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

Deductible - Our obligation to pay damages on your behalf applies only to the amount of damages in excess of \$500.

This deductible applies to all damages because of "property damage" as the result of any one "occurrence" regardless of the number of persons or organizations who sustain damages because of that "occurrence".

We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

As respects this coverage "Aggregate" is the maximum amount we will pay for all covered "occurrences" during one policy period.

For the purposes of this Care, Custody and Control Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.

15. Subject to 5. of **SECTION III – LIMITS OF INSURANCE**, the most we will pay for "property damage" under **Coverage F - Electronic Data Liability Coverage** for loss of "electronic data" is \$50,000 without regard to the number of "occurrences".

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

- A. The following conditions are amended:

1. **Knowledge of Occurrence**

- a. Condition 2., Items a. and b. are deleted and replaced by the following:

(1) Duties In The Event Of Occurrence, Offense, Claim Or Suit

- (a) You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. Knowledge of an "occurrence" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee. To the extent possible, notice should include:

- i. How, when and where the "occurrence" took place;
- ii. The names and addresses of any injured persons and witnesses, and
- iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.

- (b) If a claim is made or "suit" is brought against any insured, you must:

- i. Immediately record the specifics of the claim or "suit" and the date received; and
- ii. Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable. Knowledge of a claim or "suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee.

2. Where **Broad Form Named Insured** is added in **SECTION II – WHO IS AN INSURED** of this endorsement, Condition 4. **Other Insurance b. Excess Insurance (1).(a)** is replaced by the following:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to an insured solely by reason of ownership by you of more than 50 percent of the voting stock, and not withstanding any other language in any other policy. This provision does not apply to a policy written to apply specifically in excess of this policy.

B. The following are added:

10. Condition (5) of 2. "Duties in the event Occurrence, Offense, Claim or Suit" c. You or any other involved insured must:

(5) Upon our request, replace or repair the property covered under **Voluntary Property Damage Coverage** at your actual cost, excluding profit or overhead.

11. Blanket Waiver Of Subrogation

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of: premises owned or occupied by or rented or loaned to you, ongoing operations performed by you or on your behalf, done under a contract with that person or organization, "your work", or "your products". We waive this right where you have agreed to do so as part of a written contract, executed by you before the "bodily injury" or "property damage" occurs or the "personal and advertising injury" offense is committed.

12. Liberalization

If a revision to this Coverage Part, which would provide more coverage with no additional premium becomes effective during the policy period in the state designated for the first Named Insured shown in the Declarations, your policy will automatically provide this additional coverage on the effective date of the revision.

13. Unintentional Failure to Disclose All Hazards

Based on our reliance on your representations as to existing hazards, if you unintentionally should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

14. The following conditions are added in regard to Coverage G - Product Recall Expense

In event of a "product recall", you must

- a. See to it that we are notified as soon as practicable of a "product recall". To the extent possible, notice should include how, when and where the "product recall" took place and estimated "product recall expense".
- b. Take all reasonable steps to minimize "product recall expense". This will not increase the limits of insurance.
- c. If requested, permit us to question you under oath at such times as may be reasonably required about any matter relating to this insurance or your claim, including your books and records. Your answers must be signed.
- d. Permit us to inspect and obtain other information proving the loss. You must send us a signed, sworn statement of loss containing the information we request to investigate the claim. You must do this within 60 days after our request.
- e. Cooperate with us in the investigation or settlement of any claim.
- f. Assist us upon our request, in the enforcement of any rights against any person or organization which may be liable to you because of loss to which this insurance applies.

15. Limited Railroad Contractual Liability

The following conditions are applicable only to coverage afforded by reason of the redefining of an "insured contract" in the **DEFINITIONS** section of this endorsement:

- a. Railroad Protective Liability coverage provided by **Railroad Protective Liability Coverage Form (CG 00 35)** with minimum limits of \$2,000,000 per occurrence and a \$6,000,000 general aggregate limit must be in place for the entire duration of any project.
- b. Any amendment to the Other Insurance condition of **Railroad Protective Liability Coverage Form (CG 00 35)** alters the primacy of the coverage or which impairs our right to contribution will rescind any coverage afforded by the redefined "insured contract" language.
- c. For the purposes of the **Other Insurance** condition of **Railroad Protective Liability Coverage Form (CG 00 35)** you, the named insured, will be deemed to be the designated contractor.

SECTION V – DEFINITIONS

- A. At item 12. "Mobile equipment" the wording at f.(1) is deleted and replaced by the following:
- f.(1) Equipment designed primarily for:
- (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- except for such vehicles that have a gross vehicle weight less than 1,000 lbs which are not designed for highway use.
- B. Item 3. "Bodily injury" is deleted and replaced with the following:
3. "Bodily injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.
- C. Item 9. "Insured contract" c. is deleted and replaced with the following:
- c. Any easement or license agreement;
- D. Item 9. "Insured Contract" f.(1) is deleted
- E. The following definitions are added for this endorsement only:
23. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tape drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
24. "Product recall" means a withdrawal or removal from the market of "your product" based on the determination by you or any regulatory or governmental agency that:
- a. The use or consumption of "your product" has caused or will cause actual or alleged "bodily injury" or "property damage"; and
 - b. Such determination requires you to recover possession or control of "your product" from any distributor, purchaser or user, to repair or replace "your product", but only if "your product" is unfit for use or consumption, or is hazardous as a result of:
 - (1) An error or omission by an insured in the design, manufacturing, processing, labeling, storage, or transportation of "your product"; or
 - (2) Actual or alleged intentional, malicious or wrongful alteration or contamination of "your product" by someone other than you.
25. "Product recall expense" means reasonable and necessary expenses for:
- a. Telephone, radio and television communication and printed advertisements, including stationery, envelopes and postage.
 - b. Transporting recalled products from any purchaser, distributor or user, to locations designated by you.
 - c. Remuneration paid to your employees for overtime, as well as remuneration paid to additional employees or independent contractors you hire.
 - d. Transportation and accommodation expense incurred by your employees.
 - e. Rental expense incurred for temporary locations used to store recalled products.
 - f. Expense incurred to properly dispose of recalled products, including packaging that cannot be reused.
 - g. Transportation expenses incurred to replace recalled products.
 - h. Repairing, redistributing or replacing covered recalled products with like products or substitutes, not to exceed your original cost of manufacturing, processing, acquisition and/or distribution.
- These expenses must be incurred as a result of a "product recall".
26. "Written Contract" means a written contract or written agreement that requires you to make a person or organization an additional insured on this Coverage Part, provided the contract or agreement:
- a. Is currently in effect or becoming effective during the term of this policy; and
 - b. Was executed prior to:
 - (1) The "bodily injury" or "property damage"; or
 - (2) The offense that caused the "personal and advertising injury",
 for which the additional insured seeks coverage under this coverage part.

**FORM OF PROPOSAL
2019 PETER MELENDY PARK RENOVATION PROJECT
PROJECT NO. PI-039-3208
CITY OF CEDAR FALLS, IOWA**

**Vieth Construction
Corporation
6419 Nordic Dr.
Cedar Falls, IA 50613**

To the Mayor and City Council
City of Cedar Falls, Iowa

The undersigned hereby certifies that _____ have personally and carefully examined the specifications, general conditions, and form of contract annexed hereto. Having made such examination, the undersigned hereby proposes to construct the improvements for the 2019 PETER MELENDY PARK RENOVATION PROJECT in accordance with the plans and specifications on file in the office of the City Clerk, the published Notice to Bidders and the Form of Contract, herewith, complying with all the laws of the State of Iowa, and the Rules, Regulations and Ordinances of the City of Cedar Falls, and to the satisfaction of the City Council of the City of Cedar Falls, Iowa, including the guaranteeing of this Project for a period of two (2) years from the date of final acceptance thereof at the following prices, to-wit:

BASE BID					
BID ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Peter Melendy Park Renovation	LS	1	224,575	224,575
				TOTAL BID	224,575

Bidders may not independently bid on selective items of work. In this project, the item constitutes one indivisible work that will be let to one bidder. A lump sum price shall be submitted for all materials, labor, and amenities necessary to complete the project. The successful bidder will be determined by evaluating the Total Bid shown above. Lump sum bids must be filled in ink, typed or computer generated, or the bid will be rejected.

The Owner reserves the right to reject any and all bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional bids. The Owner further reserves the right to reject the bid of any bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. The Owner may also reject the bid of any bidder if the Owner believes that it would not be in the best interest of the project to make an award to that bidder. The Owner also reserves the right to waive all informalities not involving price, time or changes in the work.

If written notice of approval of award is mailed, telegraphed or delivered to the undersigned within thirty (30) calendar days after the opening thereof, or any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver an agreement in the prescribed form and furnish the required bond within ten (10) calendar days after the Contract is presented to the Contractor for signature, and start work within ten (10) calendar days after the date as set forth in the written Notice to Proceed.

Bid Security in the sum of 100% in the form of Bond, is submitted herewith in accordance with the Instructions to Bidders.

The bidder is prepared to submit a financial and experience statement upon request.

The bidder has received the following Addendum or Addenda:

Addendum No. 1 Date 8/21/19

The bidder has filled in all blanks on this Proposal.

Note: The Penalty for making false statements in offers is prescribed in 18 U.S.A., Section 1001.

Name of bidder

Vieth Construction Corporation
Official Address 6419 Nordic Dr.
Cedar Falls, IA 50613

[Signature]
By Estimator
Title

**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: August 29th, 2019

SUBJECT: Maintenance and Repair Agreement
Post-Construction Stormwater Management Plan
Owen5 Facility
Lot 16, Northern Cedar Falls Industrial Park Phase I

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 Owen 5, LLC located at Lot 16, Northern Cedar Falls Industrial Park Phase I 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

Prepared by/Return to: Fehr Graham, 200 5th Avenue SE, Cedar Rapids, Iowa 52401

STORM WATER MAINTENANCE AND REPAIR AGREEMENT

This Agreement is made and entered into by and between Owen5, LLC, (hereinafter "Owner") and the City of Cedar Falls, Iowa (hereinafter "City"), on the _____ day of _____, 2019.

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 27-403 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 27-408 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 27-408 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.

(Developer Name of Business)

By: Rodney Joe Owen

Printed Name & Title: Rodney Joe Owen, President

STATE OF Iowa)
) SS
COUNTY OF Black Hawk)

This instrument was acknowledged before me on the 2 day of August, ~~2018~~₂₀₁₉ by Rodney Joe Owen as President of Owen 5, LLC.



Angela Jorgenson
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 _____)

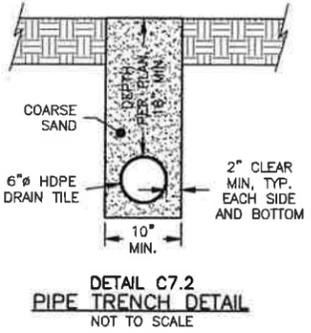
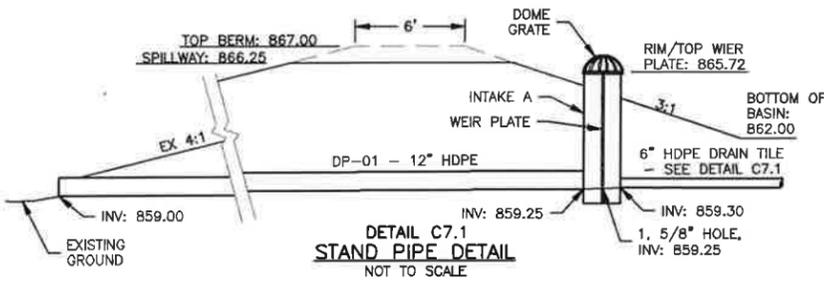
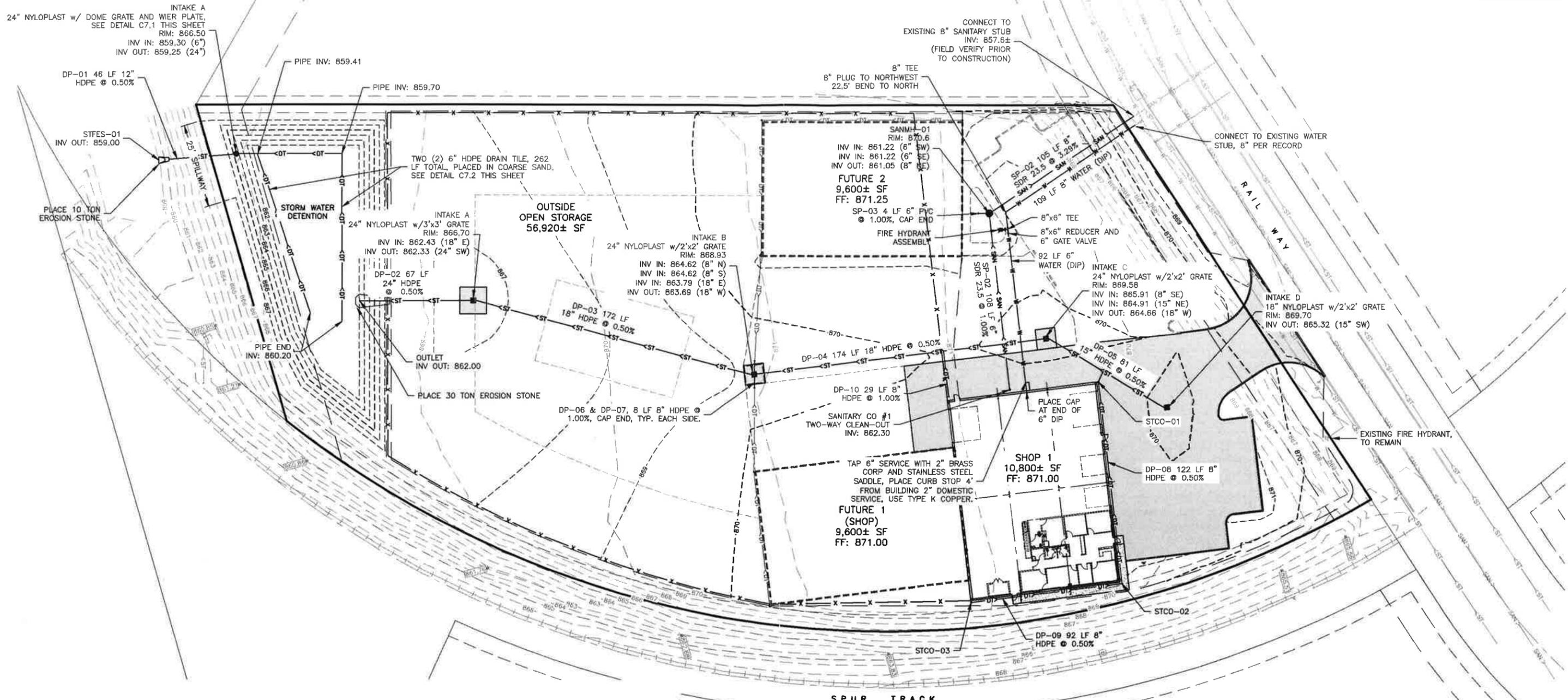
This instrument was acknowledged before me on the _____ day of _____, 2018 by James P. Brown, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

EXHIBIT A

LEGAL DESCRIPTION

Lot 16, Northern Cedar Falls Industrial Park Phase I Addition, City of Cedar Falls, Black Hawk County, Iowa; subject to the conditions, covenants and restrictions contained in that certain Agreement for Private Development entered into between Grantor and Grantee herein, and further subject to the conditions, covenants and restrictions contained in the Unified Highway 58 Corridor Urban Renewal Plan approved by Cedar Falls City Council Resolution No. 8196 approved and adopted on November 12, 1990 (Ordinance No. 1923), amended a first time by Resolution No. 10,224 on November 13, 1995 (Ordinance No. 2122), amended a second time by Resolution No. 13,862 on November 17, 2003 (Ordinance No. 2461), amended a third time by Resolution No. 18,377 on December 10, 2012 (Ordinance No. 2785), amended a fourth time by Resolution No. 19,263 on November 3, 2014, amended a fifth time by Resolution No. 19,963 on April 18, 2016, and amended a sixth time by Resolution No. 21,079 on May 7, 2018 (Ordinance No. 2923), and further subject to restrictive covenants, ordinances, and limited access provisions of record, if any, and to existing easements of record.



UTILITY NOTES:

1. ALL STORM PIPE TO BE DUAL WALL HDPE, INSTALLED IN TYPE F-2 PIPE ENVELOPE.
2. PROVIDE DOWNSPOUT CONNECTIONS PER ARCHITECTURE PLANS, BY OTHERS, TYP.
3. ALL WATER MAIN AND SERVICE PIPE SHALL BE INSTALLED TO 6' BURY DEPTH BELOW THE FINISHED SURFACE.



FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL

ILLINOIS
IOWA
WISCONSIN

OWNER/DEVELOPER:
OWEN 5, LLC
3318 APOLLO STREET
CEDAR FALLS, IA 50613

PROJECT AND LOCATION:
OWEN 5 CONSTRUCTION FACILITY
CEDAR FALLS, IOWA

DRAWN BY: KDB
APPROVED BY: NPK
DATE: 07/08/2019
SCALE: AS NOTED

REVISIONS		
REV. NO.	DESCRIPTION	DATE

DRAWING:
POST DEVELOPED SITE MAP

SET TYPE:
C:\CD\18-996 Corningham Construction\Plan Sheets\18-996 PostDeveloped - Designing, UTIL

JOB NUMBER:
18-996

282

Exhibit C

Detention Basin Operation and Maintenance Manual

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

BMP element:	Potential problem:	How I will remediate the problem:
<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: 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 future problems with erosion.
<i>The forebay (NA—The site does not contain a forebay)</i>	Sediment has accumulated to a depth greater than the original design sediment storage depth	Search for the source 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 control protection such as reinforced turf matting or riprap to future problems with erosion.
	Weeds are present.	Remove weeds, preferably by hand. If pesticide is used, wipe it on plants rather than spray.
<i>The main detention area</i>	Sediment has accumulated to a depth greater than the original design sediment storage depth	Search for the source 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 pesticide (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 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 the outlet
<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 (NA—Outlet discharges directly into storm sewer system)</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.



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

MEMORANDUM
Legal Services Division

TO: Mayor Brown, City Council
FROM: Kevin Rogers, City Attorney
DATE: August 29, 2019
SUBJECT: Resolution Approving Condemnation

On June 18, 2018 Council approved a change order relative to the 2018 Street Construction project. This change order specifically authorized construction of the extension to Cyber Lane in Cedar Falls. As Mayor and Council are aware, in order to complete the work on Cyber Lane, a temporary easement is necessary which will affect Lot 22 in Technology Park, Phase II, owned by JKC Investments, LLC. Negotiations with the owner have reached an impasse and it is necessary to proceed with condemnation.

Attached therefore please find a Resolution authorizing condemnation, if necessary, in order to proceed with this public improvement project.

Staff recommends that Council adopt the attached Resolution.

Please feel free to contact me if you have any questions.

RESOLUTION NO. _____

RESOLUTION APPROVING PUBLIC IMPROVEMENT, AUTHORIZING ACQUISITION OF PRIVATE PROPERTY FOR SAID PROJECT, AND ESTABLISHING JUST COMPENSATION

WHEREAS, the City Council of the City of Cedar Falls Iowa, previously approved and ordered construction of certain public improvements known as the 2018 Street Improvement Program; and

WHEREAS, improvements more particularly described as the Cyber Lane Extension, which consist of certain right-of-way improvements on Cyber Lane, were approved by change order as a part of the City's 2018 Street Improvement Program (the "project"); and

WHEREAS, the City Council of the City of Cedar Falls, Iowa, requires certain property interests to carry out said project, including the following described property owned by JKC Investments, LLC, as depicted on the acquisition plat attached as Exhibit A and by this made a part of this resolution:

Temporary Construction Easement:

That part of Lot No. 22 in "Cedar Falls Technology Park Phase II" in the City of Cedar Falls, Black Hawk County, Iowa, described as follows:

Beginning at the Southwest corner of said Lot No. 22; thence along the West line of said Lot No. 22 North 00°01¾' East a distance of 274.0 feet; thence along the Westerly line of said Lot No. 22 Northerly 96.54 feet along a curve concave Easterly having a radius of 367.00 feet, a central angle of 15°04¼' and a long chord of North 07°33¾' East 96.25 feet; thence along said Westerly line North 15°06' East a distance of 83.65 feet; thence along the Northwesterly line of said Lot No. 22 Northeasterly 60.44 feet along a curve concave Southerly having a radius of 55.00 feet, a central angle of 62°57'52" and a long chord of North 46°34'50" East 57.45 feet; thence South 15°06' West a distance of 143.94 feet; thence South 08°14'21" East a distance of 171.30 feet; thence South 03°03'12" West a distance of 181.43 feet to the South line of said Lot No. 22; thence along said South line North 89°58¼' West a distance of 53.70 feet to the point of beginning. Contains 23,045 square feet. The West line of said Lot No. 22 is assumed to bear North 00°01¾' East for this description.

("necessary property interest"); and

WHEREAS, the City obtained an appraisal from Rally Appraisal, LLC, for purposes of negotiating a voluntary acquisition for the necessary property interests for the project; and

WHEREAS, said appraisal has been provided to the owner of the necessary property interest; and

WHEREAS, the City Council of the City of Cedar Falls, Iowa, has reviewed the appraisal and is fully advised; and

WHEREAS, the City Council of the City of Cedar Falls, Iowa, now deems it appropriate to approve the project’s final site location and authorize the acquisition of property interests that may be necessary to achieve the public purpose of the project.

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

Section 1. The public improvement project being constructed as part of the City’s 2018 Street Improvement Program and known as the Cyber Lane Extension is hereby found to be a project with a public purpose and is reasonable and necessary to serve the public interest. The final site location of the improvements for the project is approved.

Section 2. It is hereby determined to be reasonable and necessary to acquire the necessary property interest for the completion of the project. To complete acquisition of the necessary property interest the use of eminent domain powers is hereby approved. It is specifically found that there is a reasonable expectation that the project will achieve its public purpose, will be completed, will comply with all applicable standards and obtain all necessary permits.

Section 3. The City Council of the City of Cedar Falls, Iowa, hereby finds just compensation for the necessary property interest to be in the amount of \$6,913.

Section 4. The prior negotiations between the Department of Community Development and the private property owner for the acquisition of the necessary property interest are found to have been based upon the just compensation established herein, and such negotiations are hereby approved, ratified, and confirmed as good faith negotiations for the necessary property interest.

Section 5. A final offer for the voluntary purchase of the necessary property interest is hereby authorized.

Section 6. The City Attorney and the law firm of Ahlers & Cooney, P.C., 100 Court Avenue, Suite 600, Des Moines, Iowa, 50309, are hereby authorized and directed to do all things necessary to acquire the necessary property interest if such final offer is not accepted, including acquisition by eminent domain on behalf of the City of Cedar Falls.

ADOPTED this 3rd day of September, 2019.

James P. Brown, Mayor

(SEAL)

ATTEST:

Jacqueline Danielsens, MMC, City Clerk

CERTIFICATE

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

I, Jacqueline Danielsen, City Clerk of the City of Cedar Falls, Iowa, hereby certify that the above and foregoing is a true and correct typewritten copy of Resolution Number _____ duly and legally adopted by the City Council of said City on the 3rd day of September, 2019.

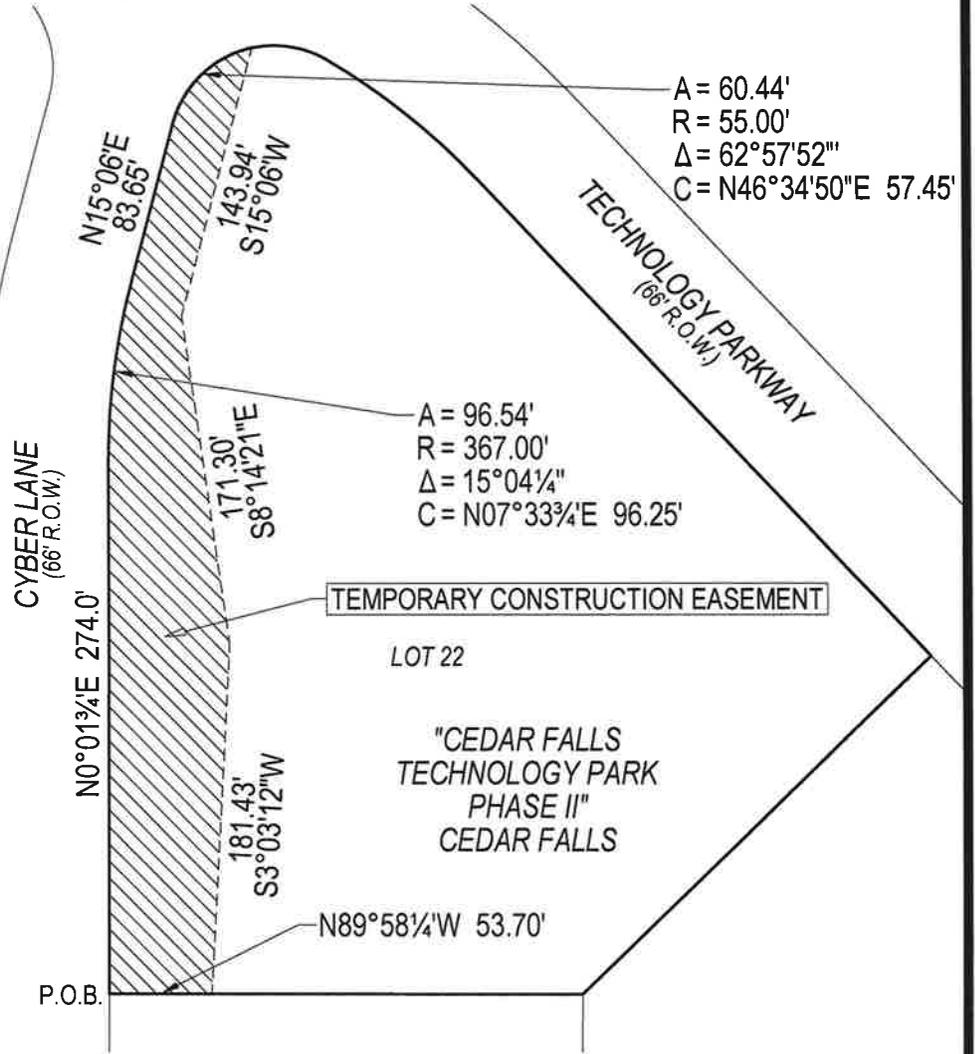
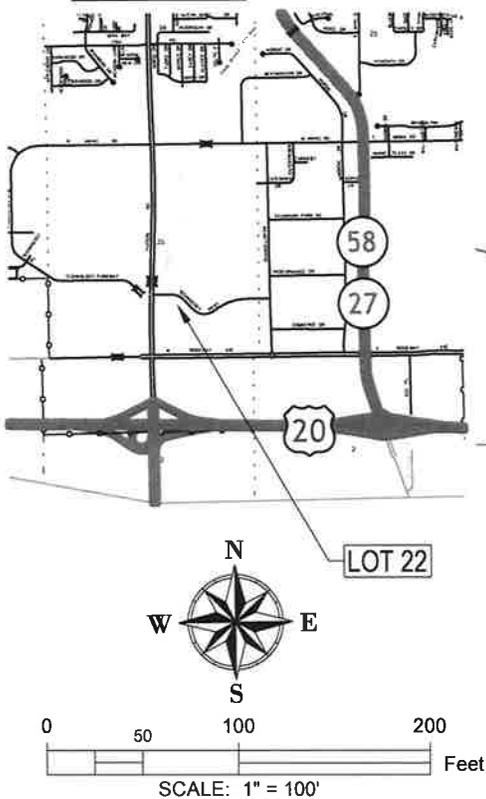
IN WITNESS WHEREOF, I have hereunto signed my name and affixed the official seal of the City of Cedar Falls, Iowa, this _____ day of _____, 2019.

Jacqueline Danielsen, MMC, City Clerk

01626247-1\10283-172

Right of Way Acquisition Plat CYBER LANE GRADING PROJECT TEMPORARY CONSTRUCTION EASEMENT

VICINITY MAP (NOT TO SCALE)



This does not represent a Plat of Survey, this plat has been compiled from record information and is not a result of a field survey.

TEMPORARY CONSTRUCTION EASEMENT:

That part of Lot No. 22 in "Cedar Falls Technology Park Phase II" in the City of Cedar Falls, Black Hawk County, Iowa, described as follows:

- Beginning at the Southwest corner of said Lot No. 22;
- thence along the West line of said Lot No. 22 North 00°01¾' East a distance of 274.0 feet;
- thence along the Westerly line of said Lot No. 22 Northerly 96.54 feet along a curve concave Easterly having a radius of 367.00 feet, a central angle of 15°04¼' and a long chord of North 07°33¾' East 96.25 feet;
- thence along said Westerly line North 15°06' East a distance of 83.65 feet;
- thence along the Northwesternly line of said Lot No. 22 Northeasterly 60.44 feet along a curve concave Southerly having a radius of 55.00 feet, a central angle of 62°57'52" and a long chord of North 46°34'50" East 57.45 feet;
- thence South 15°06' West a distance of 143.94 feet;
- thence South 08°14'21" East a distance of 171.30 feet;
- thence South 03°03'12" West a distance of 181.43 feet to the South line of said Lot No. 22;
- thence along said South line North 89°58¼' West a distance of 53.70 feet to the point of beginning.

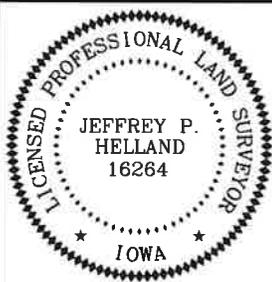
Contains 23,045 square feet. The West line of said Lot No. 22 is assumed to bear North 00°01¾' East for this description.

DEPARTMENT OF COMMUNITY DEVELOPMENT
CEDAR ENGINEERING DIVISION



CITY OF CEDAR FALLS, IOWA
220 CLAY ST.
CEDAR FALLS, IOWA
50613
(319) 273-8606

"OUR CITIZENS ARE OUR BUSINESS"



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

Jeffrey P. Helland, L.S. Iowa License No. 16264
Date: _____
My license renewal date is December 31, 2019.
Pages or Sheets covered by this Seal: _____

DRAWN BY: JPH

CHECKED BY: TR

Last Update: May 9, 2019 3:35 PM

SHEET NO. 1

TOTAL SHEETS 291


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: August 28, 2019
SUBJECT: Rental to Single Family Owner Conversion Incentive Program: 1931 Iowa Street

The Rental to Single Family Owner Conversion Incentive Program was adopted by City Council on December 21, 2015. The program offers a Forgivable Loan of up to \$10,000 for exterior improvements to a residential rental property being purchased and converted to a single family owner occupied residence. The goal is to improve and positively impact neighborhood character and encourage private improvements to rental properties converting to owner occupied. The concept of the Rental to Single Family Owner Conversion Incentive Program was developed initially through the City established Rental Task Force.

Mary Lawrence purchased 1931 Iowa Street on August 19, 2019. The new owner has submitted an application, attached, to be considered for the Rental to Single Family Owner Conversion Incentive Program. This single family home meets the requirements of the program: has been utilized as a rental since 2001, falls within the program's geographical boundaries, is Zoned R-2, and is located in a block with less than 75% rentals.

Mary Lawrence is proposing to use funds from the program to replace and expand the existing broken driveway, replace a garage door, replace three egress windows, and to remove one tree next to the home to allow for the improvements. Based on the submitted bids from Iowa Flatworks, Christie Door Company, and Steinfeldt Painting, the estimated cost of the improvements listed is \$9,251.00.

The Community Development Department recommends adopting a resolution approving this property for a forgivable loan of up to \$10,000.00 with the placement of a lien on the property for which 20% will be forgiven each year for five years with prorated payback if sold prior to the end of five years. Half of the forgivable loan will be paid upon City Council approval with the balance paid upon completion of the improvements, inspections by the City of the improvements, and verification of the actual costs of the improvements. This approval is subject to the property passing a major system evaluation (city inspection).

If you have any questions, please contact the Community Development Department.

Xc: Stephanie Sheetz, Community Development Director; Karen Howard, Planning & Community Services Manager

This instrument was drafted by: Iris Lehmann, Community Development Department,
City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613, Phone: 319-268-5185.

LIEN NOTICE AND SPECIAL PROMISSORY NOTE

Account No. 101-2245-44-89.79 Amount \$10,000.00

Date: _____

RE: Property located at: 1931 Iowa Street
and legally described as RAILROAD ADDITION C F LOT 2 BLK 10

(hereinafter the "Rehabilitated Property").

WHEREAS, the City of Cedar Falls, Iowa, has advanced certain sums to the following owner or owners: Mary Lawrence (hereinafter referred to as "Owner"), under the a Rental to Owner Conversion Program, which Program requires that an encumbrance be placed upon the above-described Property, upon the terms and conditions set forth below.

IT IS AGREED by the Owner as follows:

FOR VALUE RECEIVED, the undersigned Owner, jointly and severally promises to pay to the order of the City of Cedar Falls, Iowa, or its successors or assigns (hereinafter the "City"), the sum of ten thousand and 00/100 Dollars (\$10,000.00) (hereinafter the "Loan"), as follows:

- A. If the Property is sold or transferred within twelve (12) months of the date of this agreement, one hundred (100) percent of the Loan shall become due and payable to the City;
- B. If the Rehabilitated Property is sold or transferred any time between the 13th and 24th month from the date of this agreement, eighty (80) percent of the Loan shall become due and payable to the City;
- C. If the Rehabilitated Property is sold or transferred any time between the 25th and 36th month from the date of this agreement, sixty (60) percent of the Loan shall become due and payable to the City;
- D. If the Rehabilitated Property is sold or transferred any time between the 37th and 48th month from the date of this agreement, forty (40) percent of the Loan shall become due and payable to the City;

- E. If the Rehabilitated Property is sold or transferred any time between the 49th 60th month from the date of this agreement, twenty (20) percent of the Loan shall become due and payable to the City:
- F. After the sixtieth (60) month from the date of this instrument, the entire amount of the Loan is forgiven and no money will be due and payable to the City;
- G. Owner shall own and occupy the Property as the Owner’s principal residence at all times during the sixty (60) month period described herein. In the event the Owner fails to occupy the Rehabilitated Property as the Owner’s principal residence for any period of two (2) consecutive months, for any reason, or sells, transfers, rents, abandons, vacates or otherwise in any manner fails to occupy the Property, whether voluntarily or involuntarily, prior to the termination of the sixty (60) month period described herein, Owner shall immediately notify the City thereof. If during said sixty (60) month period, Owner shall violate the foregoing requirements, Owner shall immediately pay to the City the percentage of the unforgiven principal amount of the Loan, based upon the foregoing schedule, for the period between the date of this agreement and the date Owner fails to meet the foregoing requirements.
- H. Notwithstanding the provisions of paragraph G. above, if the failure of Owner to comply with the requirements of paragraph G. is due to medical circumstances beyond the reasonable control of Owner as defined in this paragraph, the entire amount of the Loan shall be forgiven, and no money will be due and payable to the City. For purposes of this agreement, “medical circumstances beyond the reasonable control of the Owner” shall include, without limitation, the death of the Owner, and the relocation of the Owner if prescribed by a medical doctor for health or disability reasons, with said relocation being to another climate, to a nursing or other care facility, or to an apartment or other facility, if deemed by Owner’s medical doctor as more suitable for the health and care of the Owner.

 Mary Lawrence
 OWNER

 OWNER

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

This instrument was acknowledged before me on the ___ day of _____, 2019, by Mary Lawrence.

 Notary Public in and for the State of Iowa



DEPARTMENT OF COMMUNITY DEVELOPMENT
RENTAL TO OWNER CONVERSION INCENTIVE PROGRAM APPLICATION

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

Property's Address: 1931 Iowa Street

Property Zoning (circle one): R1, (R2), Other

Name of Applicant: Mary Lawrence

Applicant's Email: malaw54321@yahoo.com Daytime Phone #: 319-243-5239

Current Deed Holder or Contract Buyer: Mary A. Lawrence

Mailing Address of Owner (if different than above): P.O. Box 1235, CF, IA 50613

Owner's Email: malaw54321@yahoo.com Daytime Phone #: 319-243-5239

Nature of improvements (specify): 1 Driveway installed

2 Garage door replaced 3 3 basement windows replaced

4 One tree removed next to house & other trimmed away from house

Estimated or Actual Cost of Improvements: \$10,000 approximately

Proposed Start Date: 9/5/2019 Estimated or Actual Date of Completion: 11/5/2019

Lender: Farmer's State Bank Daytime Phone #: 319-287-3961

Lender Address: 515 Main Street, Cedar Falls, IA 50613

Applicants Signature: Mary A. Lawrence Date: 8/26/2019

Name (Printed): Mary A. Lawrence

FOR CITY USE ONLY

Table with 2 columns: CITY COUNCIL and ASSESSOR. Rows include Application Approved / Disapproved, Reason (if disapproved), Date, Resolution No., Attested by the City Clerk, Present Assessed Value of Structure, Assessed Value with Improvements, Eligible or Non-eligible for Tax Abatement, Assessor, and Date.

August 26, 2019

Hello,

I was thrilled to discover the rental conversion program just when I was beginning to look for a small older home to purchase here in Cedar Falls. As there is a lot of work to be done to renovate the inside of the house, without these funds, the outside would have been about the last thing I would have been attending to. I am grateful for the opportunity to immediately get going on making the exterior as lovely as all the other houses on my street.

My vision is first and foremost to get a driveway put in, as there is now only a very small broken concrete patch which does not connect to the garage. A large tree next to the house will be removed to allow for this, and the other large tree trimmed away from the roof and side of the house. The damaged garage door will also be replaced.

There are 3 basement windows that no doubt are the originals put in when the house was built in 1939. They are very unsightly and have mega-caulking and plastic contraptions put over them, not to mention they leak into the basement. These are to be replaced.

With the placement of some shrubs, perennials, at least one lilac bush (I love lilacs), and a few strategic potted plants, I believe this sweet little home will be a jewel of the neighborhood. And, the inside is going to be pretty great as well. Home Sweet Home.

Mary Lawrence

Closing Disclosure

This form is a statement of final loan terms and closing costs. Compare this document with your Loan Estimate.

Closing Information

Date Issued 8/13/2019
Closing Date 8/19/2019
Disbursement Date 8/19/2019
Settlement Agent Farmers State Bank
File # 800015937
Property 1931 Iowa St
 Cedar Falls, IA 50613
Sale Price \$88,000

Transaction Information

Borrower Mary A Lawrence
 PO Box 1235
 Cedar Falls, IA 50613
Seller Frank Esser
 806 Westwood Drive
 Cedar Falls, IA 50613
Lender Farmers State Bank

Loan Information

Loan Term 30 years
Purpose Purchase
Product Fixed Rate
Loan Type Conventional FHA
 VA
Loan ID # 2019-0620
MIC # 0

Loan Terms		Can this amount increase after closing?
Loan Amount	\$53,000	NO
Interest Rate	4.25 %	NO
Monthly Principal & Interest <i>See Projected Payments below for your Estimated Total Monthly Payment</i>	\$260.73	NO
		Does the loan have these features?
Prepayment Penalty		NO
Balloon Payment		NO

Projected Payments	
Payment Calculation	Years 1-30
Principal & Interest	\$260.73
Mortgage Insurance	+
Estimated Escrow <i>Amount can increase over time</i>	+ 191.67
Estimated Total Monthly Payment	\$452.40
Estimated Taxes, Insurance & Assessments <i>Amount can increase over time See page 4 for details</i>	<p>61.84 Ins. Taxes This estimate includes <input checked="" type="checkbox"/> Property Taxes <input checked="" type="checkbox"/> Homeowner's Insurance <input type="checkbox"/> Other: See Escrow Account on page 4 for details. You must pay for other property costs separately.</p> <p>In escrow? <u>Total ins. 74</u> YES YES</p>

I show 178.51 if taxes are right
 Total payment... 439.24

Costs at Closing	
Closing Costs	\$3,056.29 Includes \$1,503.72 in Loan Costs + \$1,552.57 in Other Costs - \$0 in Lender Credits. See page 2 for details. <i>So this should be less</i>
Cash to Close	\$29,170.26 Includes Closing Costs. See Calculating Cash to Close on page 3 for details. <i>→ should be a little less because ins. is</i>



Date
08/21/19

Es (1)
ITEM 19.

Iowa FlatWorks

Concrete Construction
319-404-2070

Customer Name & Billing Address
Mary Lawrence 1931 Iowa Street Cedar Falls, Iowa 50613

Project
Driveway

Item	Description	Amount
Driveway	<ul style="list-style-type: none"> • est 782 sq ft • 4" of 4000 psi concrete mix • 1/2" rebar reinforcement 3' on center grid • relief saw cuts where necessary 	6,950.00
Right-Of-Way	<ul style="list-style-type: none"> • est 185 sq ft • city sidewalk thru drive and approach • 6" of C4 city concrete mix <p>**** All permits and inspections responsibility of Iowa Flatworks</p>	2,975.00
<p>Please Note: A fill charge will be added to the final invoice</p>		TOTAL
		\$9,925.00

I intend to do just this →

*This quote is valid for 30 days
 *Any questions? Call us (319) 404-2070
 *Iowa Flatworks is an insured & bonded contractor
 • 2.9% + \$0.30 fee for credit/debit cards



Iowa Flatworks | Concrete Construction
 PO Box 333 Cedar Falls, Iowa 50613

CHRISTIE DOOR COMPANY

1905 STATE ST., CEDAR FALLS, IOWA 50613
(319) 266-1627 (800) 266-1627 FAX (319) 266-7856

2
ITEM 19.

CHRISTIEGARAGEDOOR.COM

Quote #20286

NAME Mary Lawrence 1931 Iowa St. Cedar Falls, IA 50613	PHONE 319-243-5239 CELL E-MAIL	DATE 8/21/19
--	--------------------------------------	--------------

JOB LOCATION Same

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

1 - 9'0" wide x 7'0" high CHI MODEL 2250 OVERHEAD DOOR

- * Medium duty, 25 gauge raised steel panel
- * **Not Insulated**
- * White baked enamel finish
- * Short raised panels with wood grain texture
- * No windows
- * Normal headroom 2" track with 12" radius
- * Torsion spring
- * 1- Truss
- * 2" white vinyl weather seal
- * Haul old door
- * Installed \$685.00

1 - LIFTMASTER 8160W OPERATOR

- DC motor, WIFI, chain drive, 7' rail
- Includes: Safety photo-eyes, wall console, and 1 remote
- Installed** \$341.00

ADD 7% SALES TAX TO TOTAL
TO PLACE THE ORDER, PLEASE INDICATE YOUR CHOICES, SIGN AND RETURN ONE COPY OF THIS PROPOSAL
ALONG WITH A ½ DOWN DEPOSIT
THANK YOU, PLEASE CALL IF QUESTIONS.

WE PROPOSE HEREBY TO FURNISH MATERIALS & LABOR - COMPLETE IN ACCORDANCE WITH ABOVE SPECIFICATIONS FOR THE SUM OF: As Listed Above PAYMENT TO BE MADE AS FOLLOWS: Upon Completion

AUTHORIZED SIGNATURE **Mitch Sorensen** NOTE: This proposal may be withdrawn by us if not accepted within 30days.

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

DATE OF ACCEPTANCE _____ SIGNATURE _____

"QUALITY PRODUCTS, PROFESSIONALLY INSTALLED"



Estimate / Invoice ^③
 No. 1905

Estimate Date: _____
 Completion Date: _____
 Date Paid: _____

Bill To: Mary Lawrence
 1931 Iowa St. Cedar Falls

Description	Amount
Materials:	
Trim one tree	\$ 50
Remove one tree	\$300
Total:	\$350

Labor:	
Remove 3 old windows	\$300
Install 3 windows	\$275
3 windows	\$ 350
Total:	\$925

Please send payment to:
MIKE STEINFELDT
 29074 Hwy. D41
 Eldora, IA 50627
THANK YOU!

Grand Total: 1275
 Date: _____ Down Payment: _____
 Balance Due: _____





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: Mayor and Council
FROM: David Sturch, Planner III
DATE: August 28, 2019
SUBJECT: MET Transit Downtown Shuttle Bus Service

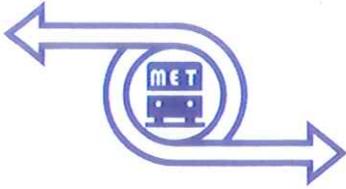
The Downtown shuttle bus just completed its weekend evening summer service at the end of August. This service is a part of the Mayor's on-going effort to alleviate the parking concerns in the downtown. City staff has been working with MET Transit to extend this shuttle service in downtown Cedar Falls on Thursday, Friday and Saturday evenings through the holiday shopping season.

The summer services provided 176 rides over the past three months for the customers and theater patrons in downtown Cedar Falls. Though the summer months did not produce a lot of rides, there were positive comments about the downtown shuttle and Community Main Street continues to promote this service. Staff believes extending this service into the fall and winter months will assist in the parking demand by providing rides to the downtown businesses and holiday events. A new MET bus is due to arrive in September and will be used for this service.

The shuttle service extension will begin on Thursday, September 5, 2019 and run through January 18, 2020. The hours of operation will begin at 5:30 pm to 9:30 pm on Thursday, Friday and Saturday nights. The cost for the weekend service is \$10,736.80. This is based on MET's operational fee of \$42.87 per hour. This service will not run on Thanksgiving Day. City staff is working with Community Main Street to provide a cost share for this service. The Community Main Street Board voted to contribute up to 25% of the cost for this shuttle service. The city's cost will be provided through the city's general operating fund.

This route is a shuttle service from downtown Cedar Falls to the Gateway Park parking lot and surrounding streets. MET has timed this route for a 15 minute loop using Clay Street, W. 6th Street and Main Street. There is no cost to the riders who wish to use this shuttle service. Therefore, the Planning and Community Services Division recommends approval of the downtown shuttle bus service extension agreement.

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



This Transportation Services Agreement between Metropolitan Transit Authority of Black Hawk County (MET Transit) and the city of Cedar Falls, IA (Client) is in effect as of September 5, 2019.

MET Transit will be responsible for the following terms and conditions as follows:

- Provide shuttle transportation in downtown Cedar Falls on Thursday, Friday and Saturday evenings beginning Thursday, September 5th and continue through Saturday, January 18th, 2020. No service on November 28, 2019 (Thanksgiving Day). Hours of operation shall be 5:30 pm to 9:30 pm.
- Provide ridership totals as requested by Cedar Falls.
- Route information will be posted on the MET Transit website.

The City of Cedar Falls, IA will be responsible for the following terms and conditions:

- Shall pay MET Transit an hourly rate of \$42.87 for all hours of operation, in addition to fifteen (15) minutes travel time from the MET garage and fifteen minutes travel time to return to the MET garage upon completion of the service.

Estimated total hours of service (with travel time):

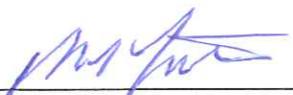
- 59 operating days x 4 hours 15 minutes per day= 250 hours and 45 minutes. No service on November 28th (Thanksgiving).

Estimated total cost:

- 250 hours and 45 minutes x \$42.87 hr. = \$10,736.80 payable fourteen (14) days after the conclusion of the service. MET Transit will not charge for any days cancelled due to weather.

Service:

- The shuttle service shall be open to the general public and will be free to all riders.
- MET Transit will provided route deviation for any certified disabled riders within ¾ of a mile of the Shuttle route.



 for MET Transit
 08/28/2019

 Date

_____ for Cedar Falls

 Date

**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: Mayor Brown and City Council
FROM: Stephanie Houk Sheetz, AICP, Director of Community Development
DATE: August 27, 2019
SUBJECT: Agreement for Administration Support of the Housing Choice Voucher Program

Cedar Falls participates in the Section 8 Housing Choice Voucher Program utilizing federal funds to provide rent assistance to qualified households. The City currently has 216 active vouchers. We have recently been operating the program with one full time staff person, with some part time assistance and inspections completed by Fire Operations division. Our full time person took a position outside of the City, with INRCOG. We are working to replace and fill the position and have two City staff fulfilling some duties, but during this interim period it is important to have some oversight by a Section 8-experienced person to ensure adequate administration of the program. We approached INRCOG seeking an agreement for four hours a week, to have our former staff person continue assisting the City. They are agreeable. Attached is an agreement for support services September through November.

Please contact me with any questions. Thank you.

MEMORANDUM OF AGREEMENT
Professional Support for Housing Choice Voucher Program

This memorandum of agreement is between the City of Cedar Falls, Iowa, hereinafter referred to as City, and the Iowa Northland Regional Council of Governments, hereinafter referred to as INRCOG.

WHEREAS, the City wishes to receive INRCOG's professional support for its Housing Choice Voucher Program; and

WHEREAS, INRCOG has professional staff skilled in administration of the Housing Choice Voucher Program ("Program"); and

WHEREAS, INRCOG is willing to dedicate one staff person to support the City's Program for a limited period of time.

NOW THEREFORE, the City and INRCOG agree as follows:

1. INRCOG shall assign a staff person who is skilled in the administration of the Program to support the City's Program beginning on September 1, 2019, and ending on November 30, 2019, unless terminated sooner by either party upon reasonable notice.
2. Such staff person shall dedicate up to four (4) hours per week to support the City's Program and carry out the tasks assigned by the City or as otherwise mutually agreed upon.
3. The City shall pay invoices submitted by INRCOG for such services. The total charge is anticipated to be \$90.00 per hour.
4. Such INRCOG staff person shall not be considered to be an employee of the City for any purpose. No payment made by the City pursuant to this agreement shall be considered to be the payment of wages or benefits of INRCOG's staff person.

IN WITNESS WHEREOF, INRCOG and the City have executed this memorandum of agreement as of this 3rd day of September, 2019.

City of Cedar Falls

Iowa Northland Regional Council of Governments

BY: _____
James P. Brown, Mayor

BY: 
Kevin Blanshan, Executive Director

ATTEST: _____
Jacque Danielson, 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: August 27, 2019
SUBJECT: Termination of Real Estate Purchase Agreement – DS Warehouse, LLC

On August 21, 2017, City Council approved a Real Estate Purchase Agreement with DS Warehouse, LLC. The location of the city-owned lot to be purchased by DS Warehouse, LLC was Lot 1 of West Viking Road Industrial Park Phase I (see attached map). The Agreement indicated a purchase price of \$145,839, which represented the fair market value of the property. DS Warehouse, LLC, was proposing to construct an approximate 25,000 square foot building to be used for a gymnastics center on the site. After approval of the Real Estate Purchase Agreement, the project did not commence on the property. The purchaser did not pay the City the required \$145,839 per the Agreement, and the City did not transfer the land to DS Warehouse, LLC.

Recently, the City has been approached by a developer who is interested in this particular lot for a development project. City staff has reached out to DS Warehouse, LLC, and they have indicated that they will not be developing this property, and have no objection to the City transferring the property to another developer in order to develop the property.

The purchaser's attorney has provided a Termination of Real Estate Purchase Agreement. This document has been reviewed by City Attorney Kevin Rogers, and is acceptable to both parties. If approved by City Council, it would terminate the Real Estate Purchase Agreement entered into between the two parties in 2017. This would then allow for the City to move forward with an agreement with a new developer to acquire the lot for a development project.

It is recommended that the City Council approve the Termination of Real Estate Purchase Agreement between the City of Cedar Falls, Iowa and DS Warehouse, LLC.

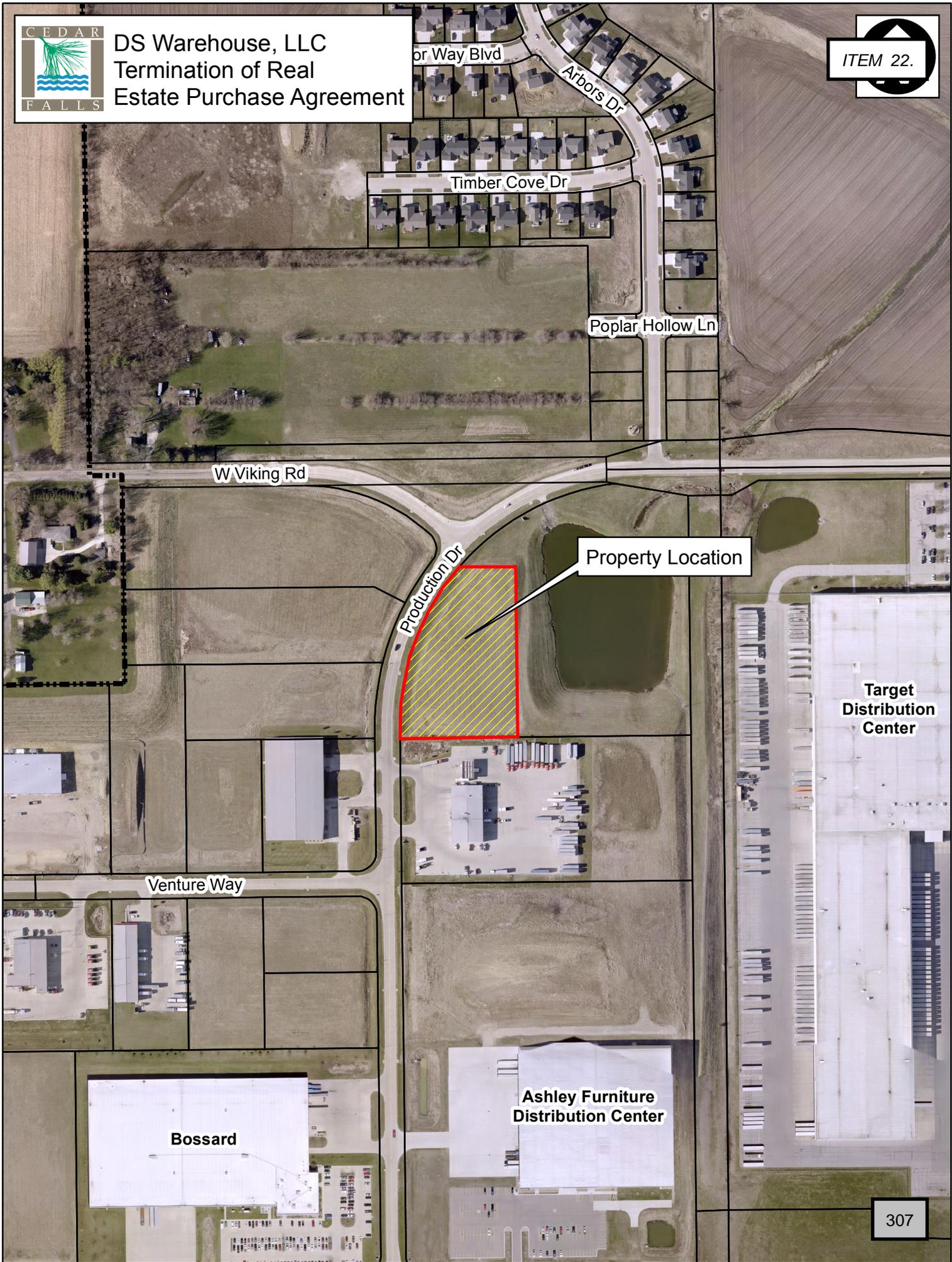
If you have any questions regarding this project, please feel free to let me know.

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



DS Warehouse, LLC
Termination of Real
Estate Purchase Agreement

ITEM 22.



Property Location

Target
Distribution
Center

Ashley Furniture
Distribution Center

Bossard

TERMINATION OF REAL ESTATE PURCHASE AGREEMENT

This Termination of Real Estate Purchase Agreement is made this ___ day of September, 2019, by and between the undersigned.

WHEREAS, the City of Cedar Falls, Iowa ("City") and DS Warehouse, LLC ("DS") entered into a Real Estate Purchase Agreement dated July 21, 2017 ("REPA"), with respect to property located in Cedar Falls, Iowa legally described as: Lot 1, West Viking Road Industrial Park Phase I, Cedar Falls, Balk Hawk County, Iowa ("Premises");

WHEREAS, the parties wish to terminate REPA.

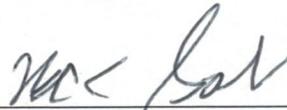
NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. TERMINATION. The parties agree that REPA shall be terminated upon execution of this Agreement by all parties.
2. MISCELLANEOUS.
 - (a) This Agreement shall be constructed, construed, and enforced in accordance with the laws of the State of Iowa.
 - (b) This Agreement sets forth the entire understanding of the parties and no terms, conditions, or warranties other than those contained herein and no amendments thereto shall be valid unless made in writing and signed by the parties hereto.
 - (c) The prevailing party in any legal action brought to enforce this Agreement shall be entitled to reasonable attorney fees and costs.
 - (d) This Agreement may be executed simultaneously in any number of counterparts, each of which will be deemed an original but all of which will together constitute one and the same instrument.

The undersigned have caused this Termination of Real Estate Purchase Agreement to be executed by its duly authorized representatives.

DS Warehouse, LLC


By: Brent Dahlstrom
Its: Manager


By: Nick Sorbe
Its: Manager

City of Cedar Falls, Iowa

By: James P. Brown
Its: Mayor

ATTEST:

By: Jacqueline Daniels, CMC, 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: August 27, 2019
SUBJECT: Resolution Supplementing Resolution No. 21,663

On June 21, 2019, City Council passed Resolution No. 21,590, approving pre-annexation agreements with the property owners within the territory to be annexed that included an agreement to a transition of the imposition of City taxes. Then on August 19, 2019, City Council passed Resolution 21,663, approving the voluntary annexation of property from unincorporated Black Hawk County into the City of Cedar Falls. Mistakenly, Resolution 21,663 did not include the provision reflecting the transition of the imposition of City taxes, as was agreed to within the pre-annexation agreement.

Attached you will find a resolution supplementing Resolution 21,663, which includes the language regarding the transition of the imposition of City taxes that was not on the resolution approved on August 19, 2019. Please note that all other provisions of Resolution 21,663 adopted on August 19, 2019 are confirmed.

It is recommended that the City Council adopt and approve a resolution supplementing Resolution 21,663.

If you have any questions regarding this resolution, please feel free to let me know.

xc: Ron Gaines, P.E., City Administrator
Kevin Rogers, City Attorney

RESOLUTION NO. _____

RESOLUTION SUPPLEMENTING RESOLUTION NO. 21,663

WHEREAS, on the 19th day of August, 2019, the City Council of the City of Cedar Falls, Iowa, passed and approved a Resolution Approving the Voluntary Annexation of Property to the City of Cedar Falls, Iowa, Which Lies Within Two (2) Miles of the Corporate Boundaries of the City of Hudson, Iowa, Resolution No. 21,663; and

WHEREAS, Resolution No. 21,663 did not include a provision reflecting the transition of the imposition of city taxes; and

WHEREAS, on the 21st day of June, 2019, the City Council of the City of Cedar Falls, Iowa, passed Resolution No. 21,590 approving pre-annexation agreements with the property owners within the territory to be annexed that included an agreement to a transition of the imposition of city taxes; and

WHEREAS, Resolution No. 21,663 should now be supplemented to include a provision regarding the transition of the imposition of city taxes in the annexed territory.

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

- 1. That Resolution No. 21,663 is hereby supplemented as follows:

The following partial exemption from taxation for City taxes for a period of ten (10) years following the final order of the City Development Board shall apply to the annexed territory:

- 1. For the first and second year, seventy-five percent (75%).
- 2. For the third and fourth year, sixty percent (60%).
- 3. For the fifth and sixth year, forty-five percent (45%).
- 4. For the seventh and eighth year, thirty percent (30%).
- 5. For the ninth and tenth year, fifteen percent (15%).

- 2. That all other provisions of Resolution No. 21,663 adopted by this Council on August 19, 2019, are confirmed.

3. The City Clerk is hereby directed to file a copy of this resolution with the Office of the Recorder of Black Hawk County, Iowa, after notification from the City Development Board that the annexation is complete.

ADOPTED this ____ day of _____, 20__.

James P. Brown, Mayor

(SEAL)

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

CERTIFICATE

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

I, Jacqueline Danielsen, City Clerk of the City of Cedar Falls, Iowa, hereby certify that the above and foregoing is a true and correct typewritten copy of Resolution Number _____ duly and legally adopted by the City Council of said City on the _____ day of _____, 20__.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed the official seal of the City of Cedar Falls, Iowa, this _____ day of _____, 2019.

Jacqueline Danielsen, MMC, City Clerk



DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls
 220 Clay Street
 Cedar Falls, Iowa 50613
 Phone: 319-273-8600
 Fax: 319-273-8610
 www.cedarfalls.com

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor James P. Brown and City Council

FROM: David Sturch, Planner III

DATE: August 29, 2019

SUBJECT: Land Use Map Amendment
 West Fork Crossing

REQUEST: Land Use Map Amendment from Greenways/Floodplain and Neighborhood Commercial to Low Density Residential (Case #LU19-002)

PETITIONER: Money Pit LLC, ISG Engineer

LOCATION: 119 acre parcel in the 1700-2000 block of Union Road

The applicant has submitted a request to amend the future land use map from Neighborhood Commercial/Mixed use and Greenways and Floodplain to Low Density Residential for the West Fork Crossing development on portions of land along Union Road. The land use map amendment will allow the development of a new residential subdivision. The Planning and Zoning Commission has considered the request and recommended approval.



Staff requests that Council set a date for public hearing on September 16, 2019 to formally consider the change in the future land use map. A full staff report and summary of the Planning and Zoning Commission meetings will be provided to City Council prior the public hearing.

RESOLUTION NO. _____

RESOLUTION FIXING DATE OF HEARING ON PROPOSED AMENDMENT TO THE FUTURE LAND USE MAP OF THE CITY OF CEDAR FALLS, IOWA, AND DIRECTING PUBLICATION OF NOTICE OF SAID PUBLIC HEARING

WHEREAS, a proposal was submitted to the Cedar Falls Planning and Zoning Commission to amend the Future Land Use Map from Greenways/Floodplain and Neighborhood Commercial to Low Density Residential, for property located in the vicinity of 1700-2000 Union Road, and

WHEREAS, said Commission has recommended approval of said change in the land use, and

WHEREAS, said land use map serves as a guide for future development, and

WHEREAS, said land use map amendment will allow the development of a new residential subdivision, and

WHEREAS, it is desired to submit the same for consideration to the City Council to have a public hearing on the same as provided by law;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA, that there shall be a public hearing on a proposed amendment to the Future Land Use Map from Greenways/Floodplain and Neighborhood Commercial to Low Density Residential for said property.

And that said public hearing shall be held on the 16th day of September, 2019, at 7:00 o'clock P.M., in the Council Chambers in the City Hall of the City of Cedar Falls, Iowa. The City Clerk is hereby authorized and directed to publish notice of said hearing the Waterloo-Cedar Falls Courier, said notice to be published at least seven (7) days prior to the hearing date.

INTRODUCED AND ADOPTED this 3rd day of September, 2019.

James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk



DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls
 220 Clay Street
 Cedar Falls, Iowa 50613
 Phone: 319-273-8600
 Fax: 319-273-8610
 www.cedarfalls.com

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor James P. Brown and City Council

FROM: David Sturch, Planner III

DATE: August 29, 2019

SUBJECT: Rezoning Request
 West Fork Crossing

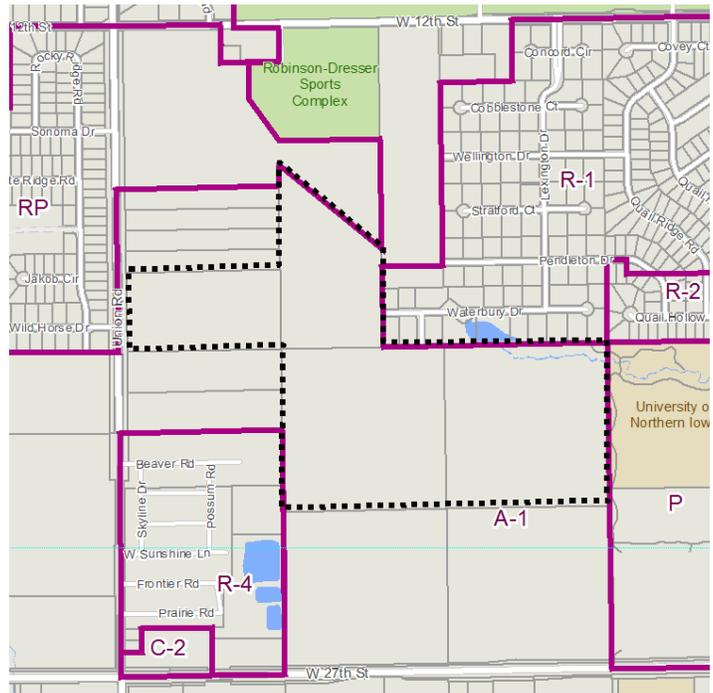
REQUEST: Rezone property from A-1, Agricultural to R-1, Residential (Case #RZ19-002)

PETITIONER: Money Pit LLC, ISG Engineer

LOCATION: 119 acre parcel in the 1700-2000 block of Union Road

The applicant has submitted a request to rezone 119 acres of land between Union Road and Waterbury Drive from A-1, Agricultural to R-1, Residential District. The rezoning will allow the development of a new residential subdivision. Staff recommended approval of the land use and rezoning change. The Planning and Zoning Commission has considered the request and recommended approval.

Staff requests that Council set a public hearing date for September 16, 2019 to formally consider the rezoning request. A full staff report and summary report of the Planning and Zoning Commission meetings will be provided to City Council prior the public hearing.



RESOLUTION NO. _____

RESOLUTION FIXING DATE OF HEARING ON PROPOSED
AMENDMENT TO CHAPTER 26, ZONING, CODE OF ORDINANCES
OF THE CITY OF CEDAR FALLS, IOWA, AND DIRECTING
PUBLICATION OF NOTICE OF SAID PUBLIC HEARING

WHEREAS, a proposal was submitted to the Cedar Falls Planning and Zoning Commission to change the zoning from A-1 Agricultural to R-1, Residential as described below, and

WHEREAS, said Commission has recommended approval of said change in the zoning, and

WHEREAS, said zoning change will allow the development of a new residential subdivision, and

WHEREAS, it is desired to submit the same for consideration to the City Council to have a public hearing on the same as provided by law;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA, that there shall be a public hearing to amend Section 26-118, District Boundaries of Division I, Generally, of Article III Districts and District Regulations, of Chapter Twenty-six (26), Zoning, of the Code of Ordinances of the City of Cedar Falls, Iowa, by removing and changing from the A-1 Agricultural District, and placed in the R-1, Residence District on the following described real estate:

Commencing at the Southeast (SE) corner of the West Half of the Southeast Quarter (W1/2 SE1/4) of said Section 15; thence along the East line of said West Half of the Southeast Quarter (W1/2 SE1/4) North 00° 08' 50" West for a distance of 1326.32 feet to the North line of the Southwest Quarter of the Southeast Quarter (SW1/4 SE1/4), 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 (SE1/4); 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 (SW1/4 NW1/4) 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 (E1/2 SW1/4) 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 (N1/2 SW1/4) 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 (SE1/4); thence along the South line of the North Half of said Southeast Quarter (N1/2 SE1/4), 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 that said public hearing shall be held on the 16th day of September, 2019, at 7:00 o'clock P.M., in the Council Chambers in the City Hall of the City of Cedar Falls, Iowa. The City Clerk is hereby authorized and directed to publish notice of said hearing the Waterloo-Cedar Falls Courier, said notice to be published at least seven (7) days prior to the hearing date.

INTRODUCED AND ADOPTED this 3rd day of September, 2019.

James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

ITEM 26.

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

MEMORANDUM
Legal Services Division

TO: Mayor Brown, City Council
FROM: Kevin Rogers, City Attorney
DATE: August 29, 2019
SUBJECT: 48 Hour Parking Ordinance Amendment

At the August 5, 2019 Committee of the Whole Meeting, council directed staff to draft amendments to Section 23-366(a)(17) of the Code of Ordinances. Attached please find an Ordinance that includes the language adopted by Council. Very minor word changes were made for the sake of clarity.

This amendment is meant to apply to all vehicles, regardless of type, so Section 23-374 is no longer necessary. Thus, that section has been deleted in this Ordinance.

Please feel free to contact me if you have any questions.

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

ORDINANCE NO. _____

AN ORDINANCE: (1). REPEALING SUBSECTION (A)(17), OF SECTION 23-366, PARKING PROHIBITED IN SPECIFIC PLACES AND ENACTING A NEW SUBSECTION (A)(17) IN LIEU THEREOF; AND (2). REPEALING SECTION 23-374, PARKING OF LARGE TRUCKS IN STREETS AND MUNICIPAL PARKING LOTS IN ITS ENTIRETY; ALL OF DIVISION 1, GENERALLY, OF ARTICLE IV, STOPPING, STANDING AND PARKING, OF CHAPTER 23, TRAFFIC AND MOTOR VEHICLES, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA.

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

Section 1. Subsection (a)(17) of Section 23-366, Parking Prohibited in Specific Places, of Division 1, Generally, of Article IV, Stopping, Standing and Parking, of Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Subsection (a)(17) is enacted in lieu thereof, as follows:

Sec. 23-366. Parking prohibited in specified places.

- (a) No person shall stop, stand or park a vehicle, except when necessary to avoid conflict with other traffic or in compliance with the law or the directions of a police officer or traffic control device, in any of the following places:
 - (1) On a sidewalk.
 - (2) In front of a public or private driveway.
 - (3) Within an intersection.
 - (4) Within five feet of a fire hydrant.
 - (5) On a crosswalk.
 - (6) Within ten feet upon the approach to any flashing beacon, stop sign or traffic control signal located at the side of a roadway.

- (7) Between a safety zone and the adjacent curb or within ten feet of points on the curb immediately opposite the ends of a safety zone, unless the traffic division has indicated a different length by signs or markings.
- (8) Within 50 feet of the nearest rail or a railroad crossing, except when parked parallel with such rail and not exhibiting a red light.
- (9) Within 20 feet of the driveway entrance of any fire station, and on the side of a street opposite the entrance to any fire station, within 75 feet of such entrance, only when properly signposted.
- (10) Alongside or opposite any street excavation or obstruction when stopping, standing or parking would obstruct traffic.
- (11) On the roadway side of any vehicle stopped or parked at the edge or curb of a street.
- (12) Upon any bridge or other elevated structure upon a highway or within a highway tunnel.
- (13) At any place where official signs prohibit stopping or parking.
- (14) Upon any street within the corporate limits of the city when parking is prohibited by a general ordinance of uniform application relating to the removal of snow and ice from the streets.
- (15) In front of a curb cut or ramp which is located on public or private property, in a manner which blocks access to the curb cut or ramp.
- (16) On that part of any street in the city between the curb line, if there be a curb, and the sidewalk line of the abutting property, nor shall any vehicle be parked on that part of any street not having a curb between the edge of the traveled portion of such street and the sidewalk line of the abutting property.
- (17) On any street in the city for a continuous period of more than 48 hours. For purposes of this subsection, parking for a continuous period includes any absence for less than two hours. Upon expiration of the 48 hour period of continuous parking, a vehicle parked closer than 2500 feet from the prior location or returned to the prior location in less than 48 hours, is a violation of this subsection. A vehicle in violation of this subsection shall constitute a nuisance to be abated as provided by law, or members of the police operations division may impound such vehicle as provided in this article.

(Code 2017, § 26-261)

Section 2. Section 23-374, Parking of Large Trucks in Streets and Municipal Parking Lots, of Division 1, Generally, of Article IV, Stopping, Standing and Parking, of Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety.

~~Sec. 23-374. — Parking of large trucks in streets and municipal parking lots.~~

INTRODUCED: _____

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

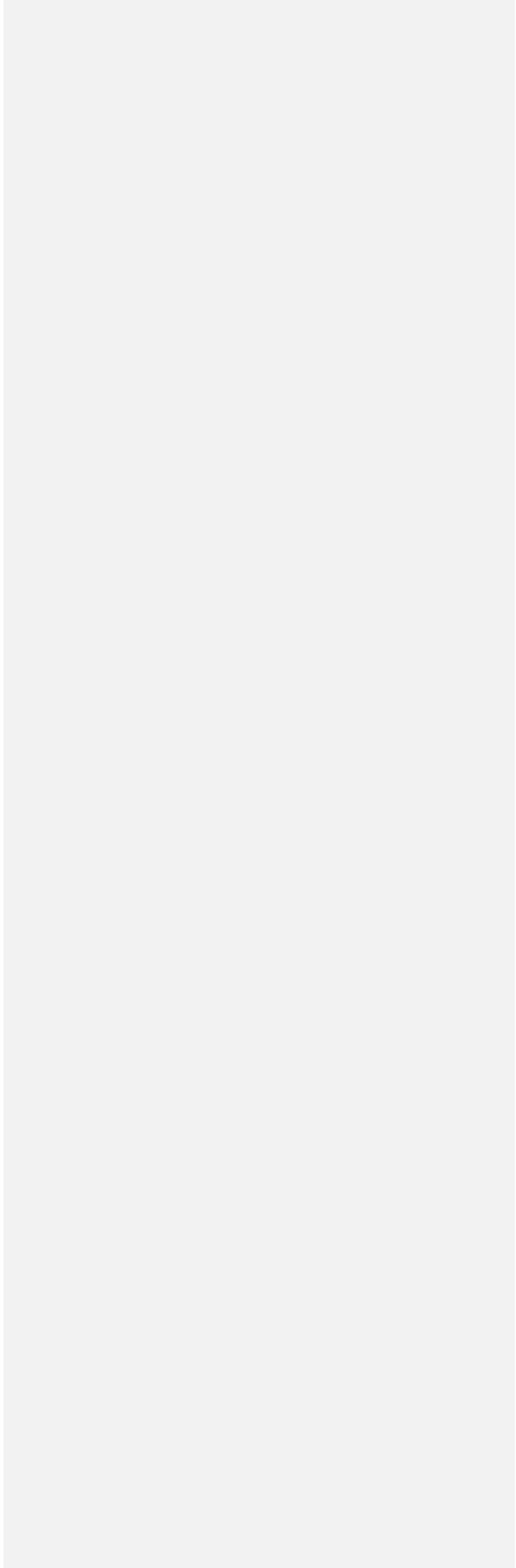
PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk



Councilor Robert ITEM 28.
Cedar Falls City Council (At Large)
220 Clay Street
Cedar Falls, IA 50613
August 21, 2019

Mayor Jim Brown
City of Cedar Falls
220 Clay Street
Cedar Falls, IA 50613

Subject: Referral for Policy on Naming of Streets in Cedar Falls

Mayor Brown,

City streets are an infrastructure investment which can last generations; as a result, the names chosen for the streets achieve near-immortality. For this reason, I request to refer to city staff the development of a policy which names city streets after the annually-awarded Representative Citizens of Cedar Falls, whenever possible and practical.

From the plaque in City Hall, I believe the Representative Citizen last names are:

Miller	Nordly	Slife	Pattersen	Willoughby
Bairnson	Melichar	Behn	Kreig	Redfern
Walmsley	Voorhees	Lindaman	Deaver	Beach
Stanard	Davis	Winter	Chambers	Nicholds
Boyle	Corning	Morris	Taylor	Diamond
Beisner	Fink	Cutler	Bartlett	Lehman
Larsen	Fenner	Diemer	Coloff	Christofferson
Kelly	Berg	Koob	Hardman	Hearst
Wyth	McCutcheon	Mudd	Crews	Kelley
McKinley	Jensen	Andersen	Taylor	

This list for street names should generate little controversy, as the recipients have already been selected through a careful vetting process. The use of this list for naming would allow the city to spotlight the importance and value of voluntary civic service, and would help to foster a sense of place which is unique to Cedar Falls and its remarkable history of active, engaged citizens.

Thank you for considering my request.

Sincerely,



Robert Green
Cedar Falls City Council (At Large)

Councilor Robert ITEM 29.
Cedar Falls City Council (At Large)
220 Clay Street
Cedar Falls, IA 50613
August 22, 2019

Mayor Jim Brown
City of Cedar Falls
220 Clay Street
Cedar Falls, IA 50613

Subject: Referral for Naming of the Public Safety Services Property

Mayor Brown,

During the past several months, I've heard the new facility for the Public Safety Services Department called by a variety of names, with 'Public Safety Building' and 'Public Safety Facility' being the most common.

Administrator Gaines has advised me that Council has not adopted a formal name for this building. For this reason, I refer to the Council a request to officially designate this property as the "Cedar Falls Public Safety Center", which could be abbreviated as the PSC (which I do not believe is in use by any other city facility).

I am proposing this because "Public Safety Center" captures this property's use as the center of Cedar Falls's public safety service functions, including both headquarters and operations, whereas 'building' and 'facility' do not strike up an image of activity and service.

The signage at this property currently only reads "Cedar Falls Public Safety", so I believe no changes would be required at the site to designate the property as the *Cedar Falls Public Safety Center* if the City Council so chooses.

Thank you for considering my request.

Sincerely,



Robert Green
Cedar Falls City Council (At Large)

From: Tom Blanford
Sent: Friday, August 23, 2019 9:54 AM
To: Jim Brown
Subject: Re: Barbara Brown

Please consider this a formal referral request from me.

Thomas M. Blanford

On Aug 23, 2019, at 9:32 AM, Tim Howery <howery@voyager.net> wrote:

Recently my sister Barbara Brown passed away. She was a community activist and proponent of many issues involving the Black Hawk County community at large. And even that was not enough as she served on several state commissions.

She is the reason the art that blesses the community is there, which you should know enhances the community at large.

As her brother, it is my hope you will unanimously vote to place a bronze plaque to honor her on Main St. I think she deserves it based on her unmatched dedication to your community.

There is indeed so much you don't know about her early life that makes her story so unique.

Please consider this as a sincere request for your consideration with much support.

Barbara is THE reason you have public art downtown.

Thank you,

Tim Howery