



**AGENDA**  
**CITY OF CEDAR FALLS, IOWA**  
**REGULAR MEETING, CITY COUNCIL**  
**MONDAY, JULY 16, 2018**  
**7:00 PM AT CITY HALL**

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- A. Call to Order by the Mayor.
- B. Roll Call.
- C. Approval of Minutes of the Regular Meeting of July 9, 2018.
- D. Agenda Revisions.
- E. New Business:
  - 1. 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.)
    - a. Approve the recommendation of the Mayor relative to the reappointment of Michael Sulentic to the Library Board of Trustees, term ending 06/30/2024.
    - b. Receive and file the Committee of the Whole minutes of July 9, 2018 relative to the following items:
      - (1) Library Board of Trustees Interview - Michael Sulentic.
      - (2) Recycling Facility Update.
      - (3) Floodplain Ordinance.
      - (4) Bills & Payroll.
    - c. Receive and file a communication from the Civil Service Commission relative to a certified list for the position of Accountant.
    - d. Receive and file the plans, specifications, form of contract & estimate of cost for the 2018 Sidewalk Assessment Project, Zone 9.
    - e. Approve the following applications for beer permits and liquor licenses:
      - (1) Cypress Lounge, 209 A State Street, Class C liquor & outdoor service - renewal.
      - (2) Prime Mart, 2323 Main Street, Class E liquor - adding Class C beer.
      - (3) Community Main Street (FondoFest), 100 and 200 block of Main Street, Special Class C liquor & outdoor service - 5-day permit.
  - 2. 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.)
    - a. Resolution approving and authorizing execution of an Affiliate TV Agreement with Hawkeye Sports Properties, LLC relative to rights to broadcast certain programs on Channel 15.
    - b. Resolution approving and authorizing execution of an Agreement in Support of the Beau's

Beautiful Blessings, Inc. relative to an FY19 Community Betterment Grant.

- c. Resolution approving and authorizing execution of an Agreement in Support of the Cedar Falls Community Theatre, Inc. relative to an FY19 Community Betterment Grant.
- d. Resolution approving and authorizing execution of an Agreement in Support of the Cedar Falls Historical Society relative to an FY19 Community Betterment Grant.
- e. Resolution approving and authorizing execution of an Agreement in Support of the Cedar Falls Woman's Club relative to an FY19 Community Betterment Grant.
- f. Resolution approving and authorizing execution of an Agreement in Support of the Cedar Falls College Hills Partnership relative to an FY19 Community Betterment Grant.
- g. Resolution approving and authorizing execution of an Agreement in Support of the Eagle View Partners (on behalf of River Place Plaza) relative to an FY19 Community Betterment Grant.
- h. Resolution approving and authorizing execution of an Agreement in Support of the George Wyth State Park, Iowa Department of Natural Resources, relative to an FY19 Community Betterment Grant.
- i. Resolution approving and authorizing execution of an Agreement in Support of the North Cedar Neighborhood Association relative to an FY19 Community Betterment Grant.
- j. Resolution approving and authorizing execution of an Agreement in Support of the Volunteer Center of the Cedar Valley relative to an FY19 Community Betterment Grant.
- k. Resolution approving and authorizing execution of an Agreement in Support of the Waterloo-Cedar Falls Symphony Orchestra Association relative to an FY19 Community Betterment Grant.
- l. Resolution approving and authorizing the expenditure of funds for the purchase of an automated side load body for a refuse vehicle from Kilburg Equipment.
- m. Resolution approving and authorizing execution of a Professional Service Agreement with Foth Infrastructure & Environment, LLC for the Henry Property Traffic Impact Study Peer Review.
- n. Resolution approving and authorizing execution of Supplemental Agreement No. 1 with Clapsaddle-Garber Associates, Inc. relative to the Center Street Recreational Trail Project.
- o. Resolution approving and authorizing execution of Amendment Number One to the Project Subaward Agreement with Iowa Homeland Security & Emergency Management Department relative to the Northern Cedar Falls Flood Buyout Program.
- p. Resolution approving and authorizing execution of a Purchase Offer with Craig and Kathleen Olmstead, in conjunction with the Northern Cedar Falls Flood Buyout Program. (Contingent upon approval of Item E-2.o.)
- q. Resolution approving and accepting a Lien Notice and Special Promissory Note for property located at 1122 Clay Street relative to the Rental to Single Family Owner Conversion Incentive Program.
- r. Resolution approving and authorizing execution of Supplemental Agreement No. 1 with Riverwise Engineering, LLC relative to the Cedar River Recreational Improvement Project.

- s. Resolution setting August 6, 2018 as the date of public hearing on the proposed plans, specifications, form of contract & estimate of cost for the 2018 Sidewalk Assessment Project, Zone 9.
  - t. Resolution setting August 6, 2018 as the date of public hearing on the proposed rezoning from R-3, Multiple Unit Residential, to C-3, High Density Commercial, of property located at 1015 & 1021 West 22nd Street, and also on an associated amendment to the Schematic Land Use Map by changing the designation from High Density Residential to Neighborhood Commercial/Mixed Use.
  - u. Resolution setting August 6, 2018 as the date of public hearing on proposed amendments to Chapter 29, Zoning, and Chapter 27, Utilities, of the Code of Ordinances relative to the City's floodplain regulations.
  - v. Resolution setting August 6, 2018 as the date of public hearing on proposed amendments to the Zoning Agreement relative to conditions of the R-4 Residential Zoning District for property described as Lots 7 & 8 of Midway Business Park.
3. Pass an ordinance amending Chapter 6, Animals, of the Code of Ordinances relative to butchering and disposal of dead animals, upon its first consideration.
- F. Allow Bills.
  - G. City Council Referrals.
  - H. City Council Updates.
  - I. 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.
  - J. Public Forum. (Speakers will have one opportunity to speak for up to 5 minutes on topics germane to City business.)
  - K. Adjournment.





**CITY HALL  
CEDAR FALLS, IOWA, JULY 9, 2018  
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.

- 51951 - It was moved by deBuhr and seconded by Miller that the minutes of the Regular Meeting of June 18, 2018 be approved as presented and ordered of record. Motion carried unanimously.

Mayor Brown read a proclamation declaring July 12, 2018 as Big Brothers Big Sisters Day. Big Brothers Big Sisters of Northeast Iowa Chief Executive Officer Katie Orlando and Big Sister Amanda Gilbert commented.

- 51952 - It was moved by Kruse and seconded by Green that the following items and recommendations on the Consent Calendar be received, filed and approved:

Approve the following recommendations of the Mayor relative to the appointment of members to Boards and Commissions:

- (1) Michael Mangin, Board of Adjustment, term ending 03/31/2023.
- (2) Seth Chadwick, Library Board of Trustees, term ending 06/30/2024.
- (3) Glynis Worthington, Library Board of Trustees, term ending 06/30/2024.

Receive and file the Committee of the Whole minutes of June 18, 2018 relative to the following items:

- (1) Board of Adjustment Interview - Michael Mangin.
- (2) Library Board of Trustees Interview - Seth Chadwick.
- (3) Library Board of Trustees Interview - Glynis Worthington.
- (4) Greater Cedar Valley Alliance Update.
- (5) Review of 2018 Bond Sale Bids.
- (6) Bills & Payroll.

Receive and file the City Council Work Session minutes of June 11, 2018.

Receive and file Departmental Monthly Reports of May 2018.

Approve the application of Janelle Wilks, d/b/a Nelly's Dogs, for a Mobile Merchant license in the Downtown and College Hill areas.

Approve the following applications for liquor licenses:

- (1) Hy-Vee Market Grille, 6301 University Avenue, Class C liquor - renewal.
- (2) Whiskey Road Tavern & Grill, 402 Main Street, Class C liquor & outdoor service - sidewalk café.

Motion carried unanimously.

## Item C.

- 2 -

51953 - It was moved by Wieland and seconded by Blanford that the following resolutions be introduced and adopted:

Resolution #21,177, authorizing and providing for the issuance of \$5,940,000 General Obligation Bonds, Series 2018, and levying a tax to pay said bonds; and approving the Tax Exemption Certificate and Continuing Disclosure Certificate.

Resolution #21,178, amending an inter-fund loan from the Capital Projects Fund to the Sewer Enterprise Fund relative to funding for the Water Reclamation UV Disinfection & Biosolids Handling Facilities Improvements Project and the Bluff Street Lift Station.

Resolution #21,179, amending an inter-fund loan (#1) from the Health Trust Fund to the Sewer Enterprise Fund relative to funding for the Water Reclamation UV Disinfection & Biosolids Handling Facilities Improvements Project.

Resolution #21,180, amending an inter-fund loan (#2) from the Health Trust Fund to the Sewer Enterprise Fund relative to funding for the Water Reclamation UV Disinfection & Biosolids Handling Facilities Improvements Project.

Resolution #21,181, amending an inter-fund loan (#3) from the Health Trust Fund to the Sewer Enterprise Fund relative to funding for the Water Reclamation UV Disinfection & Biosolids Handling Facilities Improvements Project.

Resolution #21,182, amending an inter-fund loan (#4) from the Health Trust Fund to the Sewer Enterprise Fund relative to funding for the Water Reclamation UV Disinfection & Biosolids Handling Facilities Improvements Project, Bluff Street Lift Station and Park Drive Lift Station.

Resolution #21,183, levying a final assessment for costs incurred by the City to abate the nuisance by demolition and removal of buildings on the property located at 216 Iowa Street.

Resolution #21,184, approving and authorizing execution of an Easement Agreement, in conjunction with a sidewalk café at 402 Main Street.

Resolution #21,185, approving and accepting two Permanent Utility Easements, in conjunction with the Highway 58 & Viking Road Project.

Resolution #21,186, approving and accepting the contract and bond of Feldman Concrete for the 2018 Public Sidewalk & Pedestrian Trail Improvement Project.

Resolution #21,187, approving the transfer of Lot 1, River Place 4th Addition from State Street Residences, LC to Community Main Street, Inc. pursuant to the Agreement for Private Development with River Place Properties LC.

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 #21,177 through #21,187 duly passed and

adopted.

51954 - It was moved by Miller and seconded by Kruse that the bills and payrolls 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.

51955 - It was moved by Green and seconded by Kruse to refer to the Committee of the Whole Code Section 14-149, a requirement that parking lots and parking areas of rental properties be hard-surfaced, for amendment or repeal, and suspend enforcement until a determination is made by the Committee. Councilmembers Wieland, deBuhr, Darrah, Green, Miller and Kruse commented. Following a brief process explanation by Community Development Director Sheetz and referral clarification by City Attorney Rogers, the Mayor put the question on the motion and the following named Councilmembers voted. Aye: Miller, Kruse, Blanford, Green. Nay: deBuhr, Darrah, Wieland. Motion Carried.

Following the vote, Councilmember deBuhr requested advance notice on referrals as agreed to in City Council Goal Setting. Councilmembers deBuhr, Blanford, Miller, Kruse, Wieland and Green provided additional comments.

51956 - Mayor Brown requested a Fireworks update and Public Safety Services Director Olson provided information referencing the number of calls this year compared to last year and a comparison to other cities, and responded to a question by Councilmember Blanford regarding police responses on July 4<sup>th</sup>.

The Mayor then introduced Northern Iowa Student Government (NISG) Liaison Jacob Madden, who briefly commented.

51957 - It was moved by Kruse and seconded by Wieland that the meeting be adjourned at 7:52 P.M. Motion carried unanimously.

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Jacqueline Danielsen, MMC, City Clerk





**MAYOR JIM BROWN**

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

**MEMORANDUM**  
Office of the Mayor

**TO:** City Council  
**FROM:** Mayor Jim Brown  
**DATE:** July 10, 2018  
**SUBJECT:** Reappointment

I am recommending the following reappointment:

<b>Name:</b>	<b>Board/Commission:</b>	<b>Term Ending:</b>
Michael Sulentic	Library Board of Trustees (reappointment)	06/30/2024



CITY OF CEDAR FALLS, IOWA

APPLICATION FOR APPOINTMENT TO BOARDS AND COMMISSIONS

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

Name: Michael J Sulentic Gender: M Date: 5-21-18
First MI Last

Home Address: 183 Summit Dr. Cedar Falls Phone: 319-268-0163

Work Address: 415 Main St Cedar Falls Phone: 319-266-3525

Email Address: mbsulentic@cfu.net Cell: 319-230-2944

Employer: Richardson Funeral Service Position/Occupation: Funeral Director

If Cedar Falls resident, length of residency: 21 yrs Ward:

NOMINEE FOR: Library 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.)

Church Council - St John Lutheran Church, Cedar Falls Kiwanis - Past President
Board Member and Past President Cedar Falls Community Theater
current President Cedar Falls Public Library Board

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

Graduated from the University of Northern Iowa, served on various other boards, and want to see Cedar Falls grow.

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

I grow up at the library. My mother was the Director of the Summer Public Library. My entire family use the library and see it as a valuable resource of a growing community

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.

no

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

## Item E.1.a.

### City of Cedar Falls

#### CEDAR FALLS LIBRARY BOARD OF TRUSTEES Nominee's Questionnaire

1. Why would you like to serve on the Cedar Falls Library Board?

Serving on it currently

2. What are your views on the importance of a library in a community?

It is the foundation of a living and growing community

3. The Cedar Falls Library is owned by the City of Cedar Falls. What are your views on the role of the Library Trustees keeping the City informed and involved in Library operations?

The need to be informed, but the board is autonomous to the city

4. Library Trustees have full operational and fiduciary responsibility managing the Library. What experience do you have in the areas of personnel management, financial operations, litigation, business operation, and risk management?

Operate a small business and have served on various boards

5. What are your views on customer service?

This is the most important part of the operation

6. Do you believe that all Library should be offered free of charge or should there be reasonable fees for select programs and services that extend beyond basic Library offerings?

Free of charge



7. What role do you feel a Trustee and Library Director should play fund raising to support Library operations?

They play a vital role. We need to show how an active and growing library is important in a healthy city

8. What role do you believe federal and state grants play in the operation of a Library?

They help support various programming that the normal budget aren't able to support

9. Should the Library operate under the same personnel and financial policies as the City and should services between the City and Library be coordinated? (examples include: building maintenance, ground maintenance, telephone services, computer operations and janitorial services)

Yes. Right now the library is looking at sharing a server in supporting cameras on the grounds

10. How do you plan to integrate your personal beliefs in responding to challenges regarding censorship or materials selection at the public library?

Outside influences can't dictate how the library needs to operate

Michael J. Sledz

Signature

05/17/18

Date



**COMMITTEE OF THE WHOLE**

City Hall – Council Chambers

July 9, 2018

The Committee of the Whole met in the Council Chambers at 5:50 p.m. on July 9, 2018, with the following Committee persons in attendance: Mayor Pro Tem Tom Blanford, Frank Darrah, Susan deBuhr, Rob Green, Daryl Kruse, Mark Miller, and David Wieland. Staff members attended from all City Departments. Tom Nelson with the Waterloo Courier, Lyndsey Anderson and Tammy Turner both with Waste Trac and other members of the community attended.

Mayor Pro Tem Blanford called the meeting to order and introduced the first item on the agenda of Library Board of Trustee Interview of Michael Sulentic. Mr. Sulentic gave the committee a brief history of himself. He stated he is a UNI graduate and resident for over 25 years. A brief discussion was held.

Mayor Pro Tem Blanford introduced the second item on the agenda Recycling Facility Update. Brian Heath Public Works and Parks Manager updated the committee on the recycling facility. He stated they continue to have destination based drop off sites for recycling. The City has six locations. He stated there are environmental concerns with curbside recycling including fossil fuel consumption, noise and air pollution, equipment maintenance and quality of recyclables. He stated the recyclables are picked up sorted and most of the products are made into mill grade bales. Mr. Heath stated this is our second full year of shingle recycling. The recycled shingles go into making new asphalt roads. Other items recycled are appliances, glass, electronic waste, batteries, tires, and scrap metal. He stated by providing this service this reduces that amount of waste going to the landfill; this equates to 18.42% overall diversion rate. Mr. Heath reviewed the commodity pricing for the last three years. He stated there are global factors affecting the commodity pricing such as policy's enacted by China and oil prices. Mayor Pro Tem Blanford opened it up for questions from Council. Mr. Heath answered questions with regards to curbside recycling, additional drop off sites and shingle recycling. He stated they continue to look for additional recycling initiatives such as recycling used carpet.

Mr. Heath introduced Lyndsey Anderson and Tammy Turner from Waste Trac. Ms. Anderson explained they are located at 1500 Bluff Street, the old Public Works office location. She stated they have a hotline for residents to call in on for questions they may have. They also have information on the Black Hawk County Solid Waste Management Commission website and Facebook and they send out newsletters. Ms. Turner stated they are having a drop off event on September 22, at the City Municipal Operations Complex at 2200 Technology Parkway. She stated they continue to seek volunteers for the event. She stated in prior years they have had as much as 100 pallets of electronics dropped off. Ms. Turner reviewed statistics from a statewide garbage characterization study completed by Iowa-DNR. She explained that food waste is the second highest for 2017.

## Item E.1.b.

<b>Top 5 Categories of MSW</b>			
<b>Type of Waste</b>	<b>2005</b>	<b>2011</b>	<b>2017</b>
Paper (Includes Cardboard)	33.00%	25.20%	25.50%
Plastic	14.90%	16.70%	18.30%
Food Waste	10.60%	13.30%	*20.00%
Construction	13.50%	13.50%	5.40%
	72.00%	68.70%	49.20%

\* 2017 (Food waste includes both loose and packaged food)

She said they continue to coordinate education events and outreach activities at the landfill and the Cedar Falls Recycling Facility. A brief discussion was held.

Mayor Pro Tem Blanford introduced the third item on the agenda, Floodplain Ordinance. David Sturch, Planner III reviewed the amendments recommend by Iowa DNR after their visit to the City of Cedar Falls in 2017. He explained these changes will help in administering our floodplain program and how staff is monitoring it. He reviewed the changes, which added definitions; performance standards for detached structures; and will maintain consistency with the floodplain regulations in the zoning ordinance and the storm water management program. He explained the City is in good standing with the IA-DNR and the National Flood Insurance Program. Mr. Sturch explained the proposed changes to the definitions subsection and that they will help Cedar Falls continue to keep their good rating with the Community Rating System Program. He explained these have been reviewed by Planning & Zoning Commission this spring. Frank Darrah motioned to have staff draft the amendment to the floodplain ordinance. Rob Green seconded the motion. A brief discussion was held. The motion carried unanimously.

Mayor Pro Tem introduced the final item on the agenda bills and two payrolls. Susan deBuhr motioned to approve the bills as presented and Frank Darrah seconded the motion. The motion carried unanimously.

There being no further discussion Mayor Pro Tem Blanford adjourned the meeting at 6:53 p.m.

Minutes by Lisa Roeding, Controller/City Treasurer

**CIVIL SERVICE COMMISSION**  
City of Cedar Falls  
CEDAR FALLS, IOWA

July 11, 2018

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 approved of and authorized administration of a testing instrument for the position of Accountant. Listed below are the names of the top ranked candidates with their combined average test scores and applicable Veteran's Preference points.

	<u>Applicant Name</u>	<u>Combined Avg. Test Score</u>	<u>Veteran's Preference</u>	<u>Total Points With Preference</u>
1.	Emily Creighton	455		455
2.	Traci Baker	432		432
3.	Jamie O'Connell	431		431
4.	Paul Kockler	426		426
5.	Joyce Schroeder	401		401
6.	Leian Kammeyer	392		392
7.	Dakota Gipper	385		385
8.	Tanya Hanks	381		381
9.	Pavel Domnenko	368		368
10.	Scott Wilks	364		364

Respectfully Submitted,

  
\_\_\_\_\_  
Robert Frederick, Commission Chairperson

  
\_\_\_\_\_  
Sue Armbricht, Commissioner

  
\_\_\_\_\_  
John Clopton, Commissioner

Orig: Jacque Daniels, City Clerk  
Cc: Jennifer Rodenbeck, Director of Finance & Business Operations  
Lisa Roeding, Controller/City Treasurer  
Civil Service Records





**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](http://www.cedarfalls.com)

**MEMORANDUM**  
*Engineering Division*

**TO:** Honorable Mayor James P. Brown and City Council

**FROM:** Matthew Tolan, EI, Civil Engineer II

**DATE:** July 12, 2018

**SUBJECT:** 2018 Sidewalk Assessment Project, Zone 9  
SW-000-3113  
Request for PS&E Approval

Submitted within for City Council approval are the Plans, Specifications, and Estimate of Costs and Quantities for the 2018 Sidewalk Assessment Project.

I would recommend setting Monday, August 6<sup>th</sup>, 2018 at 7:00 p.m. as the date and time for the public hearing on this project and Tuesday, August 14<sup>th</sup>, 2018 at 2:00 p.m. as the date and time for receiving and opening bids. I would also request that the Notice to Bidders be published by July 20, 2018. It is anticipated that the Plans and Specifications will be ready for distribution to contractors on July 20, 2018 allowing more than two (2) weeks of review before contract letting.

This project involves the repair of deficient sidewalk adjacent to property owner. The project will repair the deficient sidewalk for the adjacent property owner and assess the cost of repair to the property owner. Once the repair has been completed, the Engineering Division will submit a bill to the City Clerk. The City Clerk will then send notice to the adjacent property owner. The adjacent property owner will have 30 days to pay the bill without interest or penalty. If the adjacent property owner doesn't pay the bill in 30 days, the cost of repair will be applied to the property owners' property taxes and spread over 5 years with an interest rate set by City Council.

The total estimated cost for the construction of this project is \$29,884.18.

The Plans, Specifications, and Estimate of Costs and Quantities are available for your review at the City Clerk's office or at the Engineering Division of the Department of Community Development.

xc: Stephanie Houk Sheetz, Director of Community Development  
Jon Resler, P.E., City Engineer







**DEPARTMENT OF PUBLIC SAFETY SERVICES**

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

319-273-8612

**MEMORANDUM**

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**To:** Mayor Brown and City Councilmembers  
**From:** Jeff Olson, Public Safety Services Director/Chief of Police  
**Date:** July 11, 2018  
**Re:** Beer/Liquor License Applications

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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:

- (1) Cypress Lounge, 209 A State Street, Class C liquor & outdoor service - renewal.
- (2) Prime Mart, 2323 Main Street, Class E liquor - adding Class C beer.
- (3) Community Main Street (FondoFest), 100 and 200 block of Main Street, Special Class C liquor & outdoor service - 5-day permit.





DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

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

**INTEROFFICE MEMORANDUM**

Information Systems Division

**TO:** Mayor Jim Brown and City Council Members  
**FROM:** Julie Sorensen, Information Systems Manager  
**DATE:** July 11, 2018  
**SUBJECT:** Agreement between Hawkeye Sport Properties and Cable Channel 15

It is time to renew our agreement with Learfield Sports for Hawkeye Sports programming. We have offered these services through Cable Channel 15 in the past and recommend continuing to do so next year.

This agreement would be for 26 programs throughout the next year and would total a financial responsibility of \$1,352.00. This amount has been budgeted in the 2019 Cable TV Budget.

The agreement is attached here for your approval. City attorney, Kevin Rogers, has reviewed and approved the agreement. If you need further information please feel free to contact myself or Denny Bowman.

Attachment: Agreement



## AFFILIATE TV AGREEMENT

This agreement ("Agreement") is entered into as of the 9<sup>th</sup> day of July, 2018 by and between HAWKEYE SPORTS PROPERTIES, LLC ("NETWORK"), and Licensee of Television Station Cedar Falls Utilities Channel 15 of Cedar Falls, IA ("STATION").

WHEREAS, NETWORK warrants that it has obtained and holds the rights to televise the University of Iowa Event(s) listed in Exhibit A.

WHEREAS, STATION warrants that it has the capability to televise the Events listed in Exhibit A in accordance with the provisions of this Agreement.

For good and valuable consideration, NETWORK and STATION agree as follows:

1. NETWORK will deliver to STATION the Event(s) via FTP site file transfer for Events listed on Exhibit A
2.
  - a. STATION will cause the Event(s) to be televised over its television facilities at the times shown and on the dates set forth on Exhibit A hereto. The format of the television broadcasts shall be in High Definition. Without NETWORK prior written approval, none of the Events may be broadcasted on a delay or edited basis. Any and all costs of receiving the satellite signal by the STATION are to be paid by STATION. STATION is responsible for all equipment necessary to receive the satellite delivery signal.
  - b. NETWORK will provide for and pay for closed captioning service for the Events listed in Exhibit A. STATION acknowledges that additional closed captioning services beyond the Events needs are responsibility of STATION.
  - c. STATION will pay a rights fee of 1,352.00. NETWORK will invoice STATION in one sum prior to September 1<sup>st</sup>, 2016 and each subsequent year of the term.
3. STATION shall retain four (4) :30 second units of commercial inventory per show for local advertisers and STATION promotional spots none of which can include the excluded categories on Exhibit B to this Agreement. STATION'S retained advertisements shall not discriminate on the basis of race or ethnicity. STATION shall not conduct or promote any contest or sweepstakes during the broadcast of the Events without the prior written consent of NETWORK. NETWORK shall retain all remaining commercial and promotional inventory, including (14) :30 second units for each show. As such, STATION must supply upon request NETWORK with a programming schedule as proof that shows aired as scheduled within seven days of request.
4. Should STATION'S national network commitments including events of national importance preempt the time slot agreed upon in Exhibit A, STATION has the right to schedule the program for broadcast during a different, mutually agreed upon time period.
5. STATION shall provide to NETWORK a copy of the aired Event(s) upon request and send to address in Exhibit C.
6. If Event is not broadcasted by STATION as a result of STATION'S fault, (for the avoidance of doubt, by way of example, if the uplink operator determines that the signal was properly sent or verifies that the signal was received by other network affiliates, then that shall be conclusive evidence that the signal was delivered by the NETWORK to the STATION), STATION shall make good the airing of the Event in a comparable time slot to the time slot in which the Event was originally scheduled to air along with the cost of re-sending the satellite signal or re-transmitting the Event, as the case may be. For the avoidance of doubt, if the Event was to have aired in prime time, then the make good airing of the Event shall likewise be aired in prime time.

## Item E.2.a.

7. STATION will promote each telecast in a manner satisfactory to NETWORK and will, upon request, provide proof of promotional effort to LEARFIELD. STATION will provide NETWORK the opportunity to review all promotional spots to ensure compliance with NCAA and conference rules and regulations. STATION agrees to comply with all NCAA and conference rules and regulations applicable to broadcasts of the Events and STATION's advertisers. STATION has the right to have promotional spots sponsored with prior written approval from NETWORK and in compliance with excluded categories listed in Exhibit B ("Excluded Advertisements").
8. STATION agrees not to allow any broadcast which is supplied to STATION by NETWORK to be used for any purpose other than live linear televised broadcasting pursuant to this Agreement, on-air STATION promotion of the Events, or use on STATION's news and sports reports (each a "Permitted Use"). Other than a Permitted Use, any other use whatsoever of NETWORK broadcast by STATION or by any party acting under separate agreement with STATION or affiliated with STATION (including but not limited to internet distribution, smart phone distribution, any other type mobile distribution, podcasting, and or through its website as well as any re-broadcast in any medium of any kind now in existence or in the future) is prohibited unless it is expressly approved in writing by NETWORK which approval may be withheld or granted by NETWORK in its sole and absolute discretion. STATION acknowledges and agrees that all content with respect to the Events televised under this Agreement belongs exclusively to the NETWORK and STATION shall have no rights of any kind in and to the content except to the extent required in connection with the performance of its services under this Agreement.
9. In furtherance of this Agreement, in an effort to promote the University Events and STATION's production and broadcast of the Events, STATION may use the University's name and licensed marks, including but not limited to logos, design and trademarks (the "Marks") solely for promotional purposes and in connection with the rights granted herein, subject to the following terms and conditions:
  - a. STATION has no right, title or interest in the Marks and the Marks shall remain the sole property of the University;
  - b. STATION's use of the Marks shall not denigrate or diminish the integrity, character and dignity of the University or the Marks;
  - c. STATION's use of the Marks is subject to applicable rules and regulations regarding promotions of the University, the University's conference and the NCAA;
  - d. STATION's use of the Marks is subject to the approval of the University, which approval shall not be unreasonably withheld or delayed.
  - e. In no case shall any commercial announcements on the STATION indicate that the University, the game broadcast, the players or any formal activity within a home stadium or arena in which a game is played, is being provided or conducted on behalf of the sponsor, or is in any way the product of the sponsor, or the STATION, without the prior consent of University.
  - f. STATION has no right to sell a promotional license for usage of the University of Iowa Athletic Department marks, logos, designs, trademarks or name to any advertiser. This prohibits station from using the marks in any way other than to promote upcoming Events broadcast on STATION. Furthermore, at no time may STATION license any rights to use the University marks to any advertisers for use on or off-air.
10. NETWORK shall indemnify and hold STATION harmless against any and all claims, damages, liabilities, costs and expenses, including reasonable attorney's fees, arising out of, or caused by, the content of the programs. STATION shall indemnify and hold NETWORK harmless against any and all claims, damages, liabilities, costs and expenses, including reasonable attorney's fees arising from the broadcast of the programs or any acts or omission on the part of the STATION including, but not limited to, any slanderous statements made during broadcasts, violations of

- NCAA rules and regulations, violations of Federal Communications Commission ("FCC") rules or regulations or the broadcasting of any Excluded Advertisements.
11. Subject to the provisions of paragraph 13 d) any delay in or failure by either NETWORK or STATION in performance of this AGREEMENT shall be excused if and to the extent such delay or failure is caused by occurrences beyond the control of the affected party including, but not limited to, decrees or restraints of government, acts of terror, acts of God, strikes or other labor disturbances extended loss of power which prevents the broadcast of a game, war or sabotage (each being a "Force Majeure Event"), provided that when a Force Majeure Event occurs, the affected party shall promptly give written notice thereof to the other party, which notice shall include a description of the Force Majeure Event and the affected party's best estimate of the length of time such Force Majeure Event will delay or prevent performance of this Agreement.
  12. This Agreement is subject to all federal, state, and local laws and regulations, including regulations and orders of the Federal Communications Commission.
  13.
    - a. The term of this Agreement shall commence on the date set forth above and shall continue, unless sooner terminated, through June 30<sup>th</sup>, 2020, NETWORK shall have the right to terminate the agreement by providing written notice to the STATION no later than March 31<sup>st</sup> of each term year.
    - b. If STATION breaches any provision of this Agreement and fails to cure such breach within ten (10) days after NETWORK gives notice of such breach, NETWORK will have the right to terminate this Agreement, and such termination shall occur and become effective upon NETWORK'S delivery to STATION of a written notification of termination. Neither party shall be released from liabilities for its obligations or default hereunder, incurred or occurring prior to such termination.
    - c. NETWORK may immediately terminate this Agreement at any time without penalty or any financial obligation to STATION if it no longer has the right to broadcast University of Iowa athletic Events, if STATION broadcasts any Excluded Advertisements or if STATION violates any NCAA, conference or FCC rules and regulations applicable to broadcasts of the Events.
    - d. In the event STATION ceases operation for any reason including as a result of a Force Majeure Event, STATION agrees to notify NETWORK immediately, and NETWORK may immediately terminate this Agreement without written notice and in such event, NETWORK may have the events broadcasted on another station without any liability of any kind of NETWORK to STATION.
  14. This Agreement shall be binding upon the successors and assigns of both parties; provided, however, STATION may not assign this Agreement or its obligations hereunder without NETWORK's prior written consent which may be granted or withheld in its sole discretion. STATION will immediately notify NETWORK of any application to the Federal Communications Commission for the transfer of any interest in the STATION or any assignment of the license to operate the STATION. Any such assignment or transfer shall expressly state that the assignee or transferee assumes all obligations of STATION contained in this Agreement. Notwithstanding such transfer or assignment, NETWORK shall have the right to terminate this Agreement, if in the sole opinion of NETWORK, the assignment or transfer renders STATION less valuable to NETWORK for any reason or creates any other concern of NETWORK relating to whether the performance of services will continue at the same level prior to the assignment or transfer. Further, should STATION change its network affiliation to another network affiliation, NETWORK shall have the right to terminate this Agreement upon notice to STATION if in NETWORK's sole opinion the change in NETWORK's affiliation will render STATION less valuable to NETWORK and its sponsors.
  15. STATION acknowledges that its facilities are of unique character and value, the loss of which cannot be adequately compensated for in damages in an action at law, and that breach by STATION of this Agreement will cause NETWORK irreparable injury. STATION therefore

## Item E.2.a.

agrees that in addition to such other legal remedies as may be available, NETWORK will be entitled to injunctive and other equitable relief in the event of, or to prevent, a breach of this Agreement by STATION.

16. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL OR PUNITIVE DAMAGES OF ANY NATURE, INCLUDING BUT NOT LIMITED TO LOST PROFITS, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS OR ACTIVITIES CONTEMPLATED HEREIN, WHETHER SUCH LIABILITY IS ASSERTED BASED ON ALLEGED BREACH OR TERMINATION OF THIS AGREEMENT OR ON TORT LIABILITY (EXCEPT FOR WILLFUL OR GROSSLY NEGLIGENT CONDUCT) OR OTHERWISE, EVEN IF SUCH DAMAGE WAS FORESEEABLE OR THE PARTIES WERE AWARE OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE.
17. This Agreement contains the entire understanding of the parties hereto relating to the subject matter and cannot be changed or amended orally. The laws of the State of Iowa shall govern the validity, interpretation, and legal effect of this Agreement. The invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other provision of the Agreement. Except for routine information exchanges, each notice given hereunder must be sent by a nationally recognized overnight delivery service to the principal business office of the other party and shall be deemed given when sent in such a manner.
18. This Agreement supersedes any and all prior television broadcasting agreements or other understandings whatsoever. Neither this Agreement nor any provisions thereof shall be binding on NETWORK until this Agreement is executed by one of NETWORK's duly authorized representatives.

*Signature page to follow*



Signature Page

The parties have executed this AGREEMENT as of the day and first written above, by having their respective authorized officers sign below. Until executed by Learfield Sports, LLC, this Agreement shall not become effective.

City of Cedar Falls Channel 15

BY: Jerry Bowman  
TITLE: Cable TV Supervisor

HAWKEYE SPORTS PROPERTIES, LLC

BY: Gabe Aguirre  
Gabe Aguirre  
General Manager

LEARFIELD SPORTS, LLC

BY: Aaron Worsham  
Aaron Worsham, Sr. VP, Affiliate Relations and Broadcast Operations, Multi-Media Rights

## Item E.2.a.

### EXHIBIT A

#### University of Iowa TV Schedule For Telecast on Cedar Falls Utilities Channel 15

##### Football Coach's Show Schedule

- Fourteen (14) shows to air Tuesday's at 8:30 PM (CT)  
\*Re-air Thursday's at 8:30PM CT

##### Men's Basketball Coach's Show Schedule

- Twelve (12) shows to air Tuesday's at 8:30 PM (CT)  
\*Re-air Thursday's at 8:30PM CT
  - Official clearance dates to be determined
  - Approximate clearance December to March

**EXHIBIT B**

**Excluded Advertising Categories**

STATION may use its local inventory to advertise any product except for the following categories unless otherwise reviewed and authorized in advance by NETWORK:

- Gambling (except state authorized lottery)
- Liquor (except wine and malt beverage)
- Prophylactics
- Erectile dysfunction medication
- Feminine hygiene products
- Tobacco products
- Bail bonds
- Sexually explicit material
- Any advertisement advocating the election or defeat of a candidate for local, state or federal office
- Any advertisement involving other political material or controversial issues of public opinion

**Additional Excluded Advertising Categories**

In addition to the excluded LEARFIELD categories above, the following categories are excluded within the respective school Events as follows:

University of Iowa – Hawkeye Sports Properties

- Wireless Providers
- Grocery

## Item E.2.a.

### EXHIBIT C

#### 1. COACH'S SHOW PROGRAM DELIVERY

- a. If requested during the season, STATION will provide NETWORK with a copy of programming upon request via NETWORK's Cloud Drive.

**CONFIDENTIALITY AGREEMENT**

Due to the sensitive nature of the respective pending agreement between STATION and NETWORK/University, we recognize the importance of publicizing this news externally in complete collaboration with Learfield and the University at the proper and agreed upon date and time. Furthermore, Learfield Sports PR will initiate the announcement press release and facilitate the process.

By signing this documentation, STATION fully acknowledges that it will not violate NETWORKS' or our partner's schools protocol by leaking news of this pending agreement or advancing it in any way via social media, online postings or local, regional or national media that would jeopardize the opportunity for a timed, collaborative announcement. That will be determined once all parties have signed the agreement

\_\_\_\_\_  
Name

\_\_\_\_\_  
Company

\_\_\_\_\_  
Date

  
Learfield Sports



6710 Hudson Road  
Cedar Falls, IA 50613

515-251-2206

515-251-1985

cedarfalls@cedarfallsia.org



**Item E.2.b.**

**CEDAR FALLS**

*We know how to weekend!*

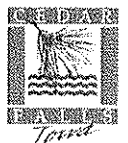
Date: June 29, 2018  
To: Mayor Jim Brown and Members of the City Council  
From: Kim Manning  
Subject: COMMUNITY BETTERMENT GRANT AGREEMENTS FOR FY19

Mayor and Council, please approve and sign the attached agreements for FY19 Community Betterment Grants.

Beau's Beautiful Blessings	\$5,000
Cedar Falls Community Theatre	\$1,000
Cedar Falls Historical Society	\$2,000
Cedar Falls Woman's Club	\$580
College Hill Partnership	\$1,000
Eagle View Partners	\$10,000
George Wyth State Park	\$2,800
North Cedar Neighborhood Association	\$1,000
Volunteer Center of the Cedar Valley	\$1,000
Waterloo-Cedar Falls Symphony	\$1,000
<b>Total</b>	<b>\$25,380</b>

I will be happy to return a copy of the signed agreements to each of the agencies.

Thank you.



## Item E.2.b.

### FY2019 COMMUNITY BETTERMENT GRANT

#### AGREEMENT IN SUPPORT OF THE BEAU'S BEAUTIFUL BLESSINGS, INC.

**THIS AGREEMENT** is entered into as of this 8<sup>th</sup> day of May, 2018, by and between Beau's Beautiful Blessings, Inc. (hereinafter "BBB"), and the City of Cedar Falls, Black Hawk County, Iowa (hereinafter "City").

**WHEREAS**, the Cedar Falls City Council adopted Resolution No.15,742 on November 26, 2007, wherein the City has adopted a policy and guidelines for the consideration of funding requests from outside agencies; and

**WHEREAS**, the BBB is an agency that qualifies for funding from the City pursuant to its City Council Resolution No.15,742; and

**WHEREAS**, the BBB has proposed to the City the "Place to Play Park Project", whereby BBB will use City funds for construction and equipment for the Place to Play Park. The park will be designed as an inclusive park that increases the "playability" for people of diverse abilities, age, race, gender, ethnicity, culture and socioeconomic status in order to benefit the City of Cedar Falls; and

**WHEREAS**, BBB's project is explained in BBB's application filed with the City; and

**WHEREAS**, the City Council of City has agreed in principle to provide certain funding for said project on certain terms and conditions, and subject to certain legal requirements as stated therein, including execution of a formal agreement outlining the duties and responsibilities of the BBB and the City; and

**WHEREAS**, the BBB and the City have reached agreement on the precise terms and conditions under which the project will be undertaken and the funding provided, and now desire to reduce their agreement to writing.

#### **NOW, THEREFORE, BE IT MUTUALLY COVENANTED AND AGREED AS FOLLOWS:**

1. **Recipient status.** The BBB affirms that it is a qualified recipient to receive funds from City, as it is a private, non-profit corporation organized and existing under Iowa law. The BBB shall provide proof of tax-exempt status under the Internal Revenue Service Revenue Code prior to receiving funding.

2. **Recipient mission statement.** The BBB has provided the City with its mission statement and a detailed summary from an officer or board member specifying its use of the funds, consistent with the public purpose definition of City Council.

3. **Recipient documentation.** Prior to receiving funding, BBB shall provide the following documentation to City:

- a. Proof of business entity status, including a copy of by-laws and articles of incorporation if applicable;



- b. Complete information on the source and amount of funding received from all other sources, including but not limited to non-governmental agencies, membership dues and fees, and private contributions;
- c. Names and addresses of directors and/or officers;
- d. Line item budget for current fiscal year;
- e. List of any additional pending applications for funding to include funding source and dollar amount requested.

4. **Description of Project.** In consideration for the funding provided to BBB by the City, the BBB shall use the funds for construction and equipment for the Place to Play Park, an inclusive park. Failure to abide by this requirement shall result in a Return of Funds pursuant to Paragraph 9 of this Agreement. The BBB agrees to utilize the funds for this project.

5. **Funding.** The City agrees to provide funding in an amount not in excess of \$5,000.00 in order to support implementation of the Project.

The project Budget is established as part of the Application. Actual expenditures may exceed the amount budgeted for each major line item provided such costs are otherwise reasonable and allocable to the approved project scope of work. Total expenditures may not exceed the total funding amount authorized in this section.

6. **Documentation Regarding Accounting of Expenditure of City Funds.** The BBB shall provide the City with a detailed accounting of the expenditure of City funds and a written report outlining BBB's performance and accomplishments within the scope of work outlined in its application, upon submitting Requests for Payment pursuant to Paragraph 7.

7. **Request for Payment.** All requests for payment or reimbursement shall be submitted by BBB to the City in accordance with a schedule to be established by the City, consistent with the bi-monthly City Council bill payment cycle. All payments or reimbursements are contingent upon receipt of the documentation required in Paragraph 6 above. City shall have a period of up to thirty (30) days from date of receipt of each request for payment and all necessary documentation, within which to make payment or reimbursement under this Agreement.

8. **Report on Project Results.** BBB agrees to provide the City with a written summary documenting the expenditure of the funds within thirty (30) days of receipt of all Funds provided in Paragraph 5 above. Such report shall include, without limitation, a description and pictures of the completed project.

9. **Return of Funds.** In the event BBB does not use funds for the intended purpose(s) or in the event BBB does not comply with the reporting requirements of Paragraph 8 above, the funds or any portion thereof shall be returned to the City prior to the end of the current fiscal year, which is June 30, 2019.

10. **Time limitation of funding.** The parties hereby acknowledge that the City is not committed or obligated to provide funds beyond the terms and conditions of this Agreement, and that any future project or program requires a separate request and is subject to City Council approval and execution of a separate written agreement. This contract however does not prohibit the BBB from requesting additional financial support from the City for other activities associated with the Project in the Cedar Valley.

## Item E.2.b.

11. **Recipient Board.** The Recipient Board, the Beau's Beautiful Blessings Board of Directors, will be charged with planning for the appropriate expenditure of City grant funds in accordance with this Agreement.

12. **Termination.** Either party may terminate this contract at any time if:

- a. The other party materially breaches the terms of this contract; provided that the non-breaching party shall have given the breaching party written notice of such breach and the breaching party shall have failed to cure the same within (30) days after receipt of such notice;
- b. There is the loss or departure of key personnel that would jeopardize both the quality and time of performance or would make performance impractical with respect to budget contemplated for this contract, and a mutually acceptable replacement cannot be found; or
- c. Performance of any part of this contract by a party is prevented or delayed by reason of Force Majeure and cannot be overcome by reasonable diligence to satisfaction of either party.

In addition, either party may terminate this contract for any reason with 60 days written notice to the other party.

In the event of termination, immediate written notice shall be given by the authorized official of the party requesting termination to the other party which should specify both the reason for and the effective date of termination. Such notice shall be delivered by Certified Mail, return receipt requested, or in person to the authorized official of the other party who executed this agreement.

13. **Liability.** BBB and the City agree that each party shall be responsible for its acts or omissions and the acts or omissions of its employees, officers, directors, agents or volunteers, to the extent allowed by law.

The City, a municipal corporation under Iowa law, is self-insured subject to Chapter 670, Code of Iowa (Tort Liability of Governmental Subdivisions), which is the exclusive remedy for processing tort claims against the City.

Nothing contained in this Agreement shall vary or modify in any manner any governmental immunity which any party to this agreement, or its officers, directors, employees, agents or volunteers, may enjoy under any statute or rule of law, except to the extent provided in Section 670.7, Code of Iowa (2017), with respect to the procurement of insurance, and then only to the extent stated in the insurance policy and only as to those exceptions contained in Section 670.4, Code of Iowa (2017).

14. **Legal Expenses.** The BBB agrees that all legal expenses incurred by the City in connection with the defense of any claim made or brought against the City that is directly related to BBB's performance, or the performance of BBB's employees, officers, directors, agents or volunteers, under this agreement shall be the responsibility of BBB.

15. **Terms of Agreement Control Over the Application.** The parties acknowledge that the provisions of this Agreement are controlling and shall define the duties, responsibilities and conditions under which the Project shall be completed. Any and all provisions of BBB's Application describing the Project, which are inconsistent with the provisions of this Agreement, shall be ineffective. All persons who meet the eligibility requirements as defined in this

Agreement shall be entitled to participate in the Project, regardless of race, color, creed, religion, national origin, sex, age, disability, sexual orientation, gender identity, or any other criteria, which by law constitutes unlawful discrimination.

16. **Entire Agreement.** This Agreement, together with the Application to the extent not inconsistent with the terms hereof, constitute the entire agreement between the parties with respect to the subject matter hereof. There are no other oral or written promises or understandings except as expressly provided herein. This Agreement may be amended only by a written agreement signed by the parties hereto.

17. **Term of Agreement.** This Agreement covers the period from July 1, 2018 through and including June 30, 2019.

**IN WITNESS WHEREOF**, the parties have subscribed this Agreement effective as of the date stated above.

Beau's Beautiful Blessings, Inc.

By: Amanda Weichers, President

City of Cedar Falls, Iowa

By: \_\_\_\_\_  
James P. Brown, Mayor

ATTEST:

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

## Item E.2.b.

### FY2019 COMMUNITY BETTERMENT GRANT

#### AGREEMENT IN SUPPORT OF THE CEDAR FALLS COMMUNITY THEATRE, INC.

**THIS AGREEMENT** is entered into as of this 6 day of June, 2018, by and between the Cedar Falls Community Theatre, Inc., (hereinafter "CFCT"), and the City of Cedar Falls, Black Hawk County, Iowa (hereinafter "City").

**WHEREAS**, the Cedar Falls City Council adopted Resolution No.15,742 on November 26, 2007, wherein the City has adopted a policy and guidelines for the consideration of funding requests from outside agencies; and

**WHEREAS**, CFCT is an agency that qualifies for funding from the City pursuant to its City Council Resolution No.15,742; and

**WHEREAS**, the CFCT has proposed to the City its "Oster Regent Theatre/Sound Equipment" project, whereby CFCT will use City funds for installing new wireless microphones for actors/singers and sound equipment to support theatrical musicals and plays in order to benefit the City of Cedar Falls; and

**WHEREAS**, CFCT's project is explained in CFCT's application filed with the City; and

**WHEREAS**, the City Council of City has agreed in principle to provide certain funding for said project on certain terms and conditions, and subject to certain legal requirements as stated therein, including execution of a formal agreement outlining the duties and responsibilities of CFCT and the City; and

**WHEREAS**, CFCT and the City have reached agreement on the precise terms and conditions under which the project will be undertaken and the funding provided, and now desire to reduce their agreement to writing.

#### **NOW, THEREFORE, BE IT MUTUALLY COVENANTED AND AGREED AS FOLLOWS:**

1. **Recipient status.** The CFCT affirms that it is a qualified recipient to receive funds from City, as it is a private, non-profit corporation organized and existing under Iowa law. The CFCT shall provide proof of tax exempt status under the Internal Revenue Service Revenue Code prior to receiving funding.
2. **Recipient mission statement.** The CFCT has provided the City with its mission statement and a detailed summary from an officer or board member specifying its use of the funds, consistent with the public purpose definition of City Council.
3. **Recipient documentation.** Prior to receiving funding, CFCT shall provide the following documentation to City:

- a. Proof of business entity status, including a copy of by-laws and articles of incorporation if applicable;
- b. Complete information on the source and amount of funding received from all other sources, including but not limited to non-governmental agencies, membership dues and fees, and private contributions;
- c. Names and addresses of directors and/or officers;
- d. Line item budget for current fiscal year;
- e. List of any additional pending applications for funding to include funding source and dollar amount requested.

4. **Description of Project.** In consideration for the funding provided to CFCT by the City, the CFCT shall utilize the funds to purchase new wireless microphones for actors/singers and sound equipment to support theatrical musicals and plays. Failure to abide by this requirement shall result in a Return of Funds pursuant to Paragraph 9 of this Agreement. The CFCT agrees to utilize the funds for this project.

5. **Funding.** The City agrees to provide funding in an amount not in excess of \$1,000.00 in order to support implementation of the Project.

The project Budget is established as part of the Application. Actual expenditures may exceed the amount budgeted for each major line item provided such costs are otherwise reasonable and allocable to the approved project scope of work. Total expenditures may not exceed the total funding amount authorized in this section.

6. **Documentation Regarding Accounting of Expenditure of City Funds.** The CFCT shall provide the City with a detailed accounting of the expenditure of City funds and a written report outlining CFCT's performance and accomplishments within the scope of work outlined in its application, upon submitting Requests for Payment pursuant to Paragraph 7.

7. **Request for Payment.** All requests for payment or reimbursement shall be submitted by CFCT to the City in accordance with a schedule to be established by the City, consistent with the bi-monthly City Council bill payment cycle. All payments or reimbursements are contingent upon receipt of the documentation required in Paragraph 6 above. City shall have a period of up to thirty (30) days from date of receipt of each request for payment and all necessary documentation, within which to make payment or reimbursement under this Agreement.

8. **Report on Project Results.** The CFCT agrees to provide the City with a written summary documenting the results of the Project within thirty (30) days of receipt of all Funds provided in Paragraph 5 above. Such report shall include, without limitation, a description and pictures of the completed project.

9. **Return of Funds.** In the event CFCT does not use funds for the intended purpose(s) or in the event CFCT does not comply with the reporting requirements of Paragraph 8 above, the funds or any portion thereof shall be returned to the City prior to the end of the current fiscal year, which is June 30, 2019.

10. **Time limitation of funding.** The parties hereby acknowledge that the City is not committed or obligated to provide funds beyond the terms and conditions of this Agreement, and that any future project or program requires a separate request and is subject to City Council

## Item E.2.b.

approval and execution of a separate written agreement. This contract however does not prohibit the CFCT from requesting additional financial support from the City for other activities associated with the Project in the Cedar Valley.

11. **Recipient Board.** The Recipient Board, the Cedar Falls Community Theatre Board of Directors, will be charged with planning for the appropriate expenditure of City grant funds in accordance with this Agreement.

12. **Termination.** Either party may terminate this contract at any time if:

- a. The other party materially breaches the terms of this contract; provided that the non-breaching party shall have given the breaching party written notice of such breach and the breaching party shall have failed to cure the same within (30) days after receipt of such notice;
- b. There is the loss or departure of key personnel that would jeopardize both the quality and time of performance or would make performance impractical with respect to budget contemplated for this contract, and a mutually acceptable replacement cannot be found; or
- c. Performance of any part of this contract by a party is prevented or delayed by reason of Force Majeure and cannot be overcome by reasonable diligence to satisfaction of either party.

In addition, either party may terminate this contract for any reason with 60 days written notice to the other party.

In the event of termination, immediate written notice shall be given by the authorized official of the party requesting termination to the other party which should specify both the reason for and the effective date of termination. Such notice shall be delivered by Certified Mail, return receipt requested, or in person to the authorized official of the other party who executed this agreement.

13. **Liability.** The CFCT and the City agree that each party shall be responsible for its acts or omissions and the acts or omissions of its employees, officers, directors, agents or volunteers, to the extent allowed by law.

The City, a municipal corporation under Iowa law, is self-insured subject to Chapter 670, Code of Iowa (Tort Liability of Governmental Subdivisions), which is the exclusive remedy for processing tort claims against the City.

Nothing contained in this Agreement shall vary or modify in any manner any governmental immunity which any party to this agreement, or its officers, directors, employees, agents or volunteers, may enjoy under any statute or rule of law, except to the extent provided in Section 670.7, Code of Iowa (2017), with respect to the procurement of insurance, and then only to the extent stated in the insurance policy and only as to those exceptions contained in Section 670.4, Code of Iowa (2017).

14. **Legal Expenses.** The CFCT agrees that all legal expenses incurred by the City in connection with the defense of any claim made or brought against the City that is directly related to CFCT's performance, or the performance of CFCT's employees, officers, directors, agents or volunteers, under this agreement shall be the responsibility of CFCT.

15. **Terms of Agreement Control Over the Application.** The parties acknowledge that the provisions of this Agreement are controlling and shall define the duties, responsibilities

and conditions under which the Project shall be completed. Any and all provisions of CFCT's Application describing the Project, which are inconsistent with the provisions of this Agreement, shall be ineffective. All persons who meet the eligibility requirements as defined in this Agreement shall be entitled to participate in the Project, regardless of race, color, creed, religion, national origin, sex, age, disability, sexual orientation, gender identity, or any other criteria which by law constitutes unlawful discrimination.

16. **Entire Agreement.** This Agreement, together with the Application to the extent not inconsistent with the terms hereof, constitutes the entire agreement between the parties with respect to the subject matter hereof. There are no other oral or written promises or understandings except as expressly provided herein. This Agreement may be amended only by a written agreement signed by the parties hereto.

17. **Term of Agreement.** This Agreement covers the period from July 1, 2018 through and including June 30, 2019.

**IN WITNESS WHEREOF**, the parties have subscribed this Agreement effective as of the date stated above.

CEDAR FALLS COMMUNITY THEATRE, INC.

By: 

City of Cedar Falls, Iowa

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

James P. Brown, Mayor

ATTEST:

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

# Item E.2.b.

MAY 15 2018

## FY2019 COMMUNITY BETTERMENT GRANT

### AGREEMENT IN SUPPORT OF THE CEDAR FALLS HISTORICAL SOCIETY

**THIS AGREEMENT** is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the Cedar Falls Historical Society (hereinafter "CFHS"), and the City of Cedar Falls, Black Hawk County, Iowa (hereinafter "City").

**WHEREAS**, the Cedar Falls City Council adopted Resolution No.15,742 on November 26, 2007, wherein the City has adopted a policy and guidelines for the consideration of funding requests from outside agencies; and

**WHEREAS**, the CFHS is an agency that qualifies for funding from the City pursuant to its City Council Resolution No.15,742; and

**WHEREAS**, the CFHS has proposed to the City its "Stop and Stay Awhile" Exterior Enhancements project, whereby CFHS will use City funds to purchase and install seven bike racks for the Victorian Home and the Ice House Museum and the purchase of new outdoor furniture and benches for the Victorian Home, in order to benefit the City of Cedar Falls; and

**WHEREAS**, CFHS's project is explained in CFHS's application filed with the City; and

**WHEREAS**, the City Council of City has agreed in principle to provide certain funding for said project on certain terms and conditions, and subject to certain legal requirements as stated therein, including execution of a formal agreement outlining the duties and responsibilities of the CFHS and the City; and

**WHEREAS**, the CFHS and the City have reached agreement on the precise terms and conditions under which the project will be undertaken and the funding provided, and now desire to reduce their agreement to writing.

#### **NOW, THEREFORE, BE IT MUTUALLY COVENANTED AND AGREED AS FOLLOWS:**

1. **Recipient status.** The CFHS affirms that it is a qualified recipient to receive funds from City, as it is a private, non-profit corporation organized and existing under Iowa law. The CFHS shall provide proof of tax-exempt status under the Internal Revenue Service Revenue Code prior to receiving funding.
2. **Recipient mission statement.** The CFHS has provided the City with its mission statement and a detailed summary from an officer or board member specifying its use of the funds, consistent with the public purpose definition of City Council.
3. **Recipient documentation.** Prior to receiving funding, CFHS shall provide the following documentation to City:
  - a. Proof of business entity status, including a copy of by-laws and articles of incorporation if applicable;



- b. Complete information on the source and amount of funding received from all other sources, including but not limited to non-governmental agencies, membership dues and fees, and private contributions;
- c. Names and addresses of directors and/or officers;
- d. Line item budget for current fiscal year;
- e. List of any additional pending applications for funding to include funding source and dollar amount requested.

4. **Description of Project.** In consideration for the funding provided to CFHS by the City, the CFHS shall use the funds to purchase and install seven bike racks for the Victorian Home and the Ice House Museum and the purchase of new outdoor furniture and benches for the Victorian Home. Failure to abide by this requirement shall result in a Return of Funds pursuant to Paragraph 9 of this Agreement. The CFHS agrees to utilize the funds for this project.

5. **Funding.** The City agrees to provide funding in an amount not in excess of \$2,000.00 in order to support implementation of the Project.

The project Budget is established as part of the Application. Actual expenditures may exceed the amount budgeted for each major line item provided such costs are otherwise reasonable and allocable to the approved project scope of work. Total expenditures may not exceed the total funding amount authorized in this section.

6. **Documentation Regarding Accounting of Expenditure of City Funds.** The CFHS shall provide the City with a detailed accounting of the expenditure of City funds and a written report outlining CFHS's performance and accomplishments within the scope of work outlined in its application, upon submitting Requests for Payment pursuant to Paragraph 7.

7. **Request for Payment.** All requests for payment or reimbursement shall be submitted by CFHS to the City in accordance with a schedule to be established by the City, consistent with the bi-monthly City Council bill payment cycle. All payments or reimbursements are contingent upon receipt of the documentation required in Paragraph 6 above. City shall have a period of up to thirty (30) days from date of receipt of each request for payment and all necessary documentation, within which to make payment or reimbursement under this Agreement.

8. **Report on Project Results.** CFHS agrees to provide the City with a written summary documenting the expenditure of the funds within thirty (30) days of receipt of all Funds provided in Paragraph 5 above. Such report shall include, without limitation, a description and pictures of the completed project.

9. **Return of Funds.** In the event CFHS does not use funds for the intended purpose(s) or in the event CFHS does not comply with the reporting requirements of Paragraph 8 above, the funds or any portion thereof shall be returned to the City prior to the end of the current fiscal year, which is June 30, 2019.

10. **Time limitation of funding.** The parties hereby acknowledge that the City is not committed or obligated to provide funds beyond the terms and conditions of this Agreement, and that any future project or program requires a separate request and is subject to City Council approval and execution of a separate written agreement. This contract however does not

## Item E.2.b.

prohibit the CFHS from requesting additional financial support from the City for other activities associated with the Project in the Cedar Valley.

11. **Recipient Board.** The Recipient Board, the Cedar Falls Historical Society Board of Directors, will be charged with planning for the appropriate expenditure of City grant funds in accordance with this Agreement.

12. **Termination.** Either party may terminate this contract at any time if:

- a. The other party materially breaches the terms of this contract; provided that the non-breaching party shall have given the breaching party written notice of such breach and the breaching party shall have failed to cure the same within (30) days after receipt of such notice;
- b. There is the loss or departure of key personnel that would jeopardize both the quality and time of performance or would make performance impractical with respect to budget contemplated for this contract, and a mutually acceptable replacement cannot be found; or
- c. Performance of any part of this contract by a party is prevented or delayed by reason of Force Majeure and cannot be overcome by reasonable diligence to satisfaction of either party.

In addition, either party may terminate this contract for any reason with 60 days written notice to the other party.

In the event of termination, immediate written notice shall be given by the authorized official of the party requesting termination to the other party which should specify both the reason for and the effective date of termination. Such notice shall be delivered by Certified Mail, return receipt requested, or in person to the authorized official of the other party who executed this agreement.

13. **Liability.** CFCH and the City agree that each party shall be responsible for its acts or omissions and the acts or omissions of its employees, officers, directors, agents or volunteers, to the extent allowed by law.

The City, a municipal corporation under Iowa law, is self-insured subject to Chapter 670, Code of Iowa (Tort Liability of Governmental Subdivisions), which is the exclusive remedy for processing tort claims against the City.

Nothing contained in this Agreement shall vary or modify in any manner any governmental immunity which any party to this agreement, or its officers, directors, employees, agents or volunteers, may enjoy under any statute or rule of law, except to the extent provided in Section 670.7, Code of Iowa (2017), with respect to the procurement of insurance, and then only to the extent stated in the insurance policy and only as to those exceptions contained in Section 670.4, Code of Iowa (2017).

14. **Legal Expenses.** The CFHS agrees that all legal expenses incurred by the City in connection with the defense of any claim made or brought against the City that is directly related to CFHS's performance, or the performance of CFHS's employees, officers, directors, agents or volunteers, under this agreement shall be the responsibility of CFHS.

15. **Terms of Agreement Control Over the Application.** The parties acknowledge that the provisions of this Agreement are controlling and shall define the duties, responsibilities and conditions under which the Project shall be completed. Any and all provisions of CFHS's

Application describing the Project, which are inconsistent with the provisions of this Agreement, shall be ineffective. All persons who meet the eligibility requirements as defined in this Agreement shall be entitled to participate in the Project, regardless of race, color, creed, religion, national origin, sex, age, disability, sexual orientation, gender identity, or any other criteria, which by law constitutes unlawful discrimination.

16. **Entire Agreement.** This Agreement, together with the Application to the extent not inconsistent with the terms hereof, constitute the entire agreement between the parties with respect to the subject matter hereof. There are no other oral or written promises or understandings except as expressly provided herein. This Agreement may be amended only by a written agreement signed by the parties hereto.

17. **Term of Agreement.** This Agreement covers the period from July 1, 2018 through and including June 30, 2019.

**IN WITNESS WHEREOF**, the parties have subscribed this Agreement effective as of the date stated above.

Cedar Falls Historical Society

By: David R. Welton  
INTERIM EXECUTIVE DIRECTOR

City of Cedar Falls, Iowa

By: \_\_\_\_\_  
James P. Brown, Mayor

ATTEST:

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

# Item E.2.b.

MAY 10 2018

## FY2019 COMMUNITY BETTERMENT GRANT

### AGREEMENT IN SUPPORT OF THE CEDAR FALLS WOMAN'S CLUB

**THIS AGREEMENT** is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the Cedar Falls Woman's Club, (hereinafter "CFWC"), and the City of Cedar Falls, Black Hawk County, Iowa (hereinafter "City").

**WHEREAS**, the Cedar Falls City Council adopted Resolution No.15,742 on November 26, 2007, wherein the City has adopted a policy and guidelines for the consideration of funding requests from outside agencies; and

**WHEREAS**, the CFWC is an agency that qualifies for funding from the City pursuant to its City Council Resolution No.15,742; and

**WHEREAS**, the CFWC has proposed to the City the "Concrete Steps Front of the House Project", whereby CFWC will use City funds to fix the concrete steps out front of the House in order to benefit the City of Cedar Falls; and

**WHEREAS**, CFWC's project is explained in CFWC's application filed with the City; and

**WHEREAS**, the City Council of City has agreed in principle to provide certain funding for said project on certain terms and conditions, and subject to certain legal requirements as stated therein, including execution of a formal agreement outlining the duties and responsibilities of the CFWC and the City; and

**WHEREAS**, the CFWC and the City have reached agreement on the precise terms and conditions under which the project will be undertaken and the funding provided, and now desire to reduce their agreement to writing.

#### **NOW, THEREFORE, BE IT MUTUALLY COVENANTED AND AGREED AS FOLLOWS:**

1. **Recipient status.** The CFWC affirms that it is a qualified recipient to receive funds from City, as it is a private, non-profit corporation organized and existing under Iowa law. The CFWC shall provide proof of tax-exempt status under the Internal Revenue Service Revenue Code prior to receiving funding.
2. **Recipient mission statement.** The CFWC has provided the City with its mission statement and a detailed summary from an officer or board member specifying its use of the funds, consistent with the public purpose definition of City Council.
3. **Recipient documentation.** Prior to receiving funding, CFWC shall provide the following documentation to City:
  - a. Proof of business entity status, including a copy of by-laws and articles of incorporation if applicable;

- b. Complete information on the source and amount of funding received from all other sources, including but not limited to non-governmental agencies, membership dues and fees, and private contributions;
- c. Names and addresses of directors and/or officers;
- d. Line item budget for current fiscal year;
- e. List of any additional pending applications for funding to include funding source and dollar amount requested.

4. **Description of Project.** In consideration for the funding provided to CFWC by the City, the CFWC shall use the funds to fix the concrete steps out front of the House. Failure to abide by this requirement shall result in a Return of Funds pursuant to Paragraph 9 of this Agreement. The CFWC agrees to utilize the funds for this project.

5. **Funding.** The City agrees to provide funding in an amount not in excess of \$580.00 in order to support implementation of the Project.

The project Budget is established as part of the Application. Actual expenditures may exceed the amount budgeted for each major line item provided such costs are otherwise reasonable and allocable to the approved project scope of work. Total expenditures may not exceed the total funding amount authorized in this section.

6. **Documentation Regarding Accounting of Expenditure of City Funds.** The CFWC shall provide the City with a detailed accounting of the expenditure of City funds and a written report outlining CFWC's performance and accomplishments within the scope of work outlined in its application, upon submitting Requests for Payment pursuant to Paragraph 7.

7. **Request for Payment.** All requests for payment or reimbursement shall be submitted by CFWC to the City in accordance with a schedule to be established by the City, consistent with the bi-monthly City Council bill payment cycle. All payments or reimbursements are contingent upon receipt of the documentation required in Paragraph 6 above. City shall have a period of up to thirty (30) days from date of receipt of each request for payment and all necessary documentation, within which to make payment or reimbursement under this Agreement.

8. **Report on Project Results.** CFWC agrees to provide the City with a written summary documenting the expenditure of the funds within thirty (30) days of receipt of all Funds provided in Paragraph 5 above. Such report shall include, without limitation, a description and pictures of the completed project.

9. **Return of Funds.** In the event CFWC does not use funds for the intended purpose(s) or in the event CFWC does not comply with the reporting requirements of Paragraph 8 above, the funds or any portion thereof shall be returned to the City prior to the end of the current fiscal year, which is June 30, 2019.

10. **Time limitation of funding.** The parties hereby acknowledge that the City is not committed or obligated to provide funds beyond the terms and conditions of this Agreement, and that any future project or program requires a separate request and is subject to City Council approval and execution of a separate written agreement. This contract however does not prohibit the CFWC from requesting additional financial support from the City for other activities associated with the Project in the Cedar Valley.

## Item E.2.b.

11. **Recipient Board.** The Recipient Board, the Cedar Falls Woman's Club Board of Directors, will be charged with planning for the appropriate expenditure of City grant funds in accordance with this Agreement.

12. **Termination.** Either party may terminate this contract at any time if:
- a. The other party materially breaches the terms of this contract; provided that the non-breaching party shall have given the breaching party written notice of such breach and the breaching party shall have failed to cure the same within (30) days after receipt of such notice;
  - b. There is the loss or departure of key personnel that would jeopardize both the quality and time of performance or would make performance impractical with respect to budget contemplated for this contract, and a mutually acceptable replacement cannot be found; or
  - c. Performance of any part of this contract by a party is prevented or delayed by reason of Force Majeure and cannot be overcome by reasonable diligence to satisfaction of either party.

In addition, either party may terminate this contract for any reason with 60 days written notice to the other party.

In the event of termination, immediate written notice shall be given by the authorized official of the party requesting termination to the other party which should specify both the reason for and the effective date of termination. Such notice shall be delivered by Certified Mail, return receipt requested, or in person to the authorized official of the other party who executed this agreement.

13. **Liability.** CFWC and the City agree that each party shall be responsible for its acts or omissions and the acts or omissions of its employees, officers, directors, agents or volunteers, to the extent allowed by law.

The City, a municipal corporation under Iowa law, is self-insured subject to Chapter 670, Code of Iowa (Tort Liability of Governmental Subdivisions), which is the exclusive remedy for processing tort claims against the City.

Nothing contained in this Agreement shall vary or modify in any manner any governmental immunity which any party to this agreement, or its officers, directors, employees, agents or volunteers, may enjoy under any statute or rule of law, except to the extent provided in Section 670.7, Code of Iowa (2017), with respect to the procurement of insurance, and then only to the extent stated in the insurance policy and only as to those exceptions contained in Section 670.4, Code of Iowa (2017).

14. **Legal Expenses.** The CFWC agrees that all legal expenses incurred by the City in connection with the defense of any claim made or brought against the City that is directly related to CFWC's performance, or the performance of CFWC's employees, officers, directors, agents or volunteers, under this agreement shall be the responsibility of CFWC.

15. **Terms of Agreement Control Over the Application.** The parties acknowledge that the provisions of this Agreement are controlling and shall define the duties, responsibilities and conditions under which the Project shall be completed. Any and all provisions of CFWC's Application describing the Project, which are inconsistent with the provisions of this Agreement, shall be ineffective. All persons who meet the eligibility requirements as defined in this

Agreement shall be entitled to participate in the Project, regardless of race, color, creed, religion, national origin, sex, age, disability, sexual orientation, gender identity, or any other criteria, which by law constitutes unlawful discrimination.

16. **Entire Agreement.** This Agreement, together with the Application to the extent not inconsistent with the terms hereof, constitute the entire agreement between the parties with respect to the subject matter hereof. There are no other oral or written promises or understandings except as expressly provided herein. This Agreement may be amended only by a written agreement signed by the parties hereto.

17. **Term of Agreement.** This Agreement covers the period from July 1, 2018 through and including June 30, 2019.

**IN WITNESS WHEREOF**, the parties have subscribed this Agreement effective as of the date stated above.

CEDAR FALLS WOMAN'S CLUB

By: Angela D. Ambrose

City of Cedar Falls, Iowa

By: \_\_\_\_\_  
James P. Brown, Mayor

ATTEST:

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

# Item E.2.b.

## FY2019 COMMUNITY BETTERMENT GRANT

### AGREEMENT IN SUPPORT OF THE CEDAR FALLS COLLEGE HILL PARTNERSHIP

THIS AGREEMENT is entered into as of this 7 day of May, 2018, by and between the College Hill Partnership (hereinafter "CHP"), and the City of Cedar Falls, Black Hawk County, Iowa (hereinafter "City").

WHEREAS, the Cedar Falls City Council adopted Resolution No.15,742 on November 26, 2007, wherein the City has adopted a policy and guidelines for the consideration of funding requests from outside agencies; and

WHEREAS, the CHP is an agency that qualifies for funding from the City pursuant to its City Council Resolution No.15,742; and

WHEREAS, the CHP has proposed to the City the "Business Betterment and Promotion with Blvd Banners Project", whereby CHP will use City funds to replace missing and worn signage to draw attention to the ever growing economy within the business district in order to benefit the City of Cedar Falls; and

WHEREAS, CHP's project is explained in CHP's application filed with the City; and

WHEREAS, the City Council of City has agreed in principle to provide certain funding for said project on certain terms and conditions, and subject to certain legal requirements as stated therein, including execution of a formal agreement outlining the duties and responsibilities of the CHP and the City; and

WHEREAS, the CHP and the City have reached agreement on the precise terms and conditions under which the project will be undertaken and the funding provided, and now desire to reduce their agreement to writing.

#### NOW, THEREFORE, BE IT MUTUALLY COVENANTED AND AGREED AS FOLLOWS:

1. **Recipient status.** The CHP affirms that it is a qualified recipient to receive funds from City, as it is a private, non-profit corporation organized and existing under Iowa law. The CHP shall provide proof of tax-exempt status under the Internal Revenue Service Revenue Code prior to receiving funding.
2. **Recipient mission statement.** The CHP has provided the City with its mission statement and a detailed summary from an officer or board member specifying its use of the funds, consistent with the public purpose definition of City Council.
3. **Recipient documentation.** Prior to receiving funding, CHP shall provide the following documentation to City:
  - a. Proof of business entity status, including a copy of by-laws and articles of incorporation if applicable;



- b. Complete information on the source and amount of funding received from all other sources, including but not limited to non-governmental agencies, membership dues and fees, and private contributions;
- c. Names and addresses of directors and/or officers;
- d. Line item budget for current fiscal year;
- e. List of any additional pending applications for funding to include funding source and dollar amount requested.

4. **Description of Project.** In consideration for the funding provided to CHP by the City, the CHP shall use the funds to replace missing and worn signage on College Street and West 23<sup>rd</sup> Street. Failure to abide by this requirement shall result in a Return of Funds pursuant to Paragraph 9 of this Agreement. The CHP agrees to utilize the funds for this project.

5. **Funding.** The City agrees to provide funding in an amount not in excess of \$1,000.00 in order to support implementation of the Project.

The project Budget is established as part of the Application. Actual expenditures may exceed the amount budgeted for each major line item provided such costs are otherwise reasonable and allocable to the approved project scope of work. Total expenditures may not exceed the total funding amount authorized in this section.

6. **Documentation Regarding Accounting of Expenditure of City Funds.** The CHP shall provide the City with a detailed accounting of the expenditure of City funds and a written report outlining CHP's performance and accomplishments within the scope of work outlined in its application, upon submitting Requests for Payment pursuant to Paragraph 7.

7. **Request for Payment.** All requests for payment or reimbursement shall be submitted by CHP to the City in accordance with a schedule to be established by the City, consistent with the bi-monthly City Council bill payment cycle. All payments or reimbursements are contingent upon receipt of the documentation required in Paragraph 6 above. City shall have a period of up to thirty (30) days from date of receipt of each request for payment and all necessary documentation, within which to make payment or reimbursement under this Agreement.

8. **Report on Project Results.** CHP agrees to provide the City with a written summary documenting the expenditure of the funds within thirty (30) days of receipt of all Funds provided in Paragraph 5 above. Such report shall include, without limitation, a description and pictures of the completed project.

9. **Return of Funds.** In the event CHP does not use funds for the intended purpose(s) or in the event CHP does not comply with the reporting requirements of Paragraph 8 above, the funds or any portion thereof shall be returned to the City prior to the end of the current fiscal year, which is June 30, 2019.

10. **Time limitation of funding.** The parties hereby acknowledge that the City is not committed or obligated to provide funds beyond the terms and conditions of this Agreement, and that any future project or program requires a separate request and is subject to City Council approval and execution of a separate written agreement. This contract however does not prohibit the CHP from requesting additional financial support from the City for other activities associated with the Project in the Cedar Valley.

## Item E.2.b.

11. **Recipient Board.** The Recipient Board, the College Hill Partnership Board of Directors, will be charged with planning for the appropriate expenditure of City grant funds in accordance with this Agreement.

12. **Termination.** Either party may terminate this contract at any time if:
- a. The other party materially breaches the terms of this contract; provided that the non-breaching party shall have given the breaching party written notice of such breach and the breaching party shall have failed to cure the same within (30) days after receipt of such notice;
  - b. There is the loss or departure of key personnel that would jeopardize both the quality and time of performance or would make performance impractical with respect to budget contemplated for this contract, and a mutually acceptable replacement cannot be found; or
  - c. Performance of any part of this contract by a party is prevented or delayed by reason of Force Majeure and cannot be overcome by reasonable diligence to satisfaction of either party.

In addition, either party may terminate this contract for any reason with 60 days written notice to the other party.

In the event of termination, immediate written notice shall be given by the authorized official of the party requesting termination to the other party which should specify both the reason for and the effective date of termination. Such notice shall be delivered by Certified Mail, return receipt requested, or in person to the authorized official of the other party who executed this agreement.

13. **Liability.** CHP and the City agree that each party shall be responsible for its acts or omissions and the acts or omissions of its employees, officers, directors, agents or volunteers, to the extent allowed by law.

The City, a municipal corporation under Iowa law, is self-insured subject to Chapter 670, Code of Iowa (Tort Liability of Governmental Subdivisions), which is the exclusive remedy for processing tort claims against the City.

Nothing contained in this Agreement shall vary or modify in any manner any governmental immunity which any party to this agreement, or its officers, directors, employees, agents or volunteers, may enjoy under any statute or rule of law, except to the extent provided in Section 670.7, Code of Iowa (2017), with respect to the procurement of insurance, and then only to the extent stated in the insurance policy and only as to those exceptions contained in Section 670.4, Code of Iowa (2017).

14. **Legal Expenses.** The CHP agrees that all legal expenses incurred by the City in connection with the defense of any claim made or brought against the City that is directly related to CHP's performance, or the performance of CHP's employees, officers, directors, agents or volunteers, under this agreement shall be the responsibility of CHP.

15. **Terms of Agreement Control Over the Application.** The parties acknowledge that the provisions of this Agreement are controlling and shall define the duties, responsibilities and conditions under which the Project shall be completed. Any and all provisions of CHP's Application describing the Project, which are inconsistent with the provisions of this Agreement, shall be ineffective. All persons who meet the eligibility requirements as defined in this

Agreement shall be entitled to participate in the Project, regardless of race, color, creed, religion, national origin, sex, age, disability, sexual orientation, gender identity, or any other criteria, which by law constitutes unlawful discrimination.

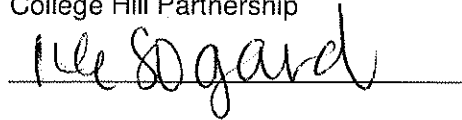
16. **Entire Agreement.** This Agreement, together with the Application to the extent not inconsistent with the terms hereof, constitute the entire agreement between the parties with respect to the subject matter hereof. There are no other oral or written promises or understandings except as expressly provided herein. This Agreement may be amended only by a written agreement signed by the parties hereto.

17. **Term of Agreement.** This Agreement covers the period from July 1, 2018 through and including June 30, 2019.

**IN WITNESS WHEREOF**, the parties have subscribed this Agreement effective as of the date stated above.

College Hill Partnership

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



City of Cedar Falls, Iowa

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

James P. Brown, Mayor

ATTEST:

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

FY2019 COMMUNITY BETTERMENT GRANT

AGREEMENT IN SUPPORT OF THE EAGLE VIEW PARTNERS (on behalf of River Place Plaza)

THIS AGREEMENT is entered into as of this 4 day of June, 2018, by and between the Eagle View Partners on behalf of the River Place Plaza, (hereinafter "Plaza"), and the City of Cedar Falls, Black Hawk County, Iowa (hereinafter "City").

WHEREAS, the Cedar Falls City Council adopted Resolution No.15,742 on November 26, 2007, wherein the City has adopted a policy and guidelines for the consideration of funding requests from outside agencies; and

WHEREAS, the PLAZA is an agency that qualifies for funding from the City pursuant to its City Council Resolution No.15,742; and

WHEREAS, the PLAZA has proposed to the City the "Your Sponsor Name Here" Plaza Project, whereby PLAZA will use City funds for AV equipment for the upcoming plaza project in order to benefit the City of Cedar Falls; and

WHEREAS, PLAZA's project is explained in PLAZA's application filed with the City; and

WHEREAS, the City Council of City has agreed in principle to provide certain funding for said project on certain terms and conditions, and subject to certain legal requirements as stated therein, including execution of a formal agreement outlining the duties and responsibilities of the PLAZA and the City; and

WHEREAS, the PLAZA and the City have reached agreement on the precise terms and conditions under which the project will be undertaken and the funding provided, and now desire to reduce their agreement to writing.

NOW, THEREFORE, BE IT MUTUALLY COVENANTED AND AGREED AS FOLLOWS:

1. Recipient status. The PLAZA affirms that it is a qualified recipient to receive funds from City, as it is a private, non-profit corporation organized and existing under Iowa law. The PLAZA shall provide proof of tax-exempt status under the Internal Revenue Service Revenue Code prior to receiving funding.

2. Recipient mission statement. The PLAZA has provided the City with its mission statement and a detailed summary from an officer or board member specifying its use of the funds, consistent with the public purpose definition of City Council.

3. Recipient documentation. Prior to receiving funding, PLAZA shall provide the following documentation to City:

- a. Proof of business entity status, including a copy of by-laws and articles of incorporation if applicable;

- b. Complete information on the source and amount of funding received from all other sources, including but not limited to non-governmental agencies, membership dues and fees, and private contributions;
- c. Names and addresses of directors and/or officers;
- d. Line item budget for current fiscal year;
- e. List of any additional pending applications for funding to include funding source and dollar amount requested.

4. **Description of Project.** In consideration for the funding provided to PLAZA by the City, the PLAZA shall use the funds for AV equipment for the upcoming plaza project. Failure to abide by this requirement shall result in a Return of Funds pursuant to Paragraph 9 of this Agreement. The PLAZA agrees to utilize the funds for this project.

5. **Funding.** The City agrees to provide funding in an amount not in excess of \$10,000.00 in order to support implementation of the Project.

The project Budget is established as part of the Application. Actual expenditures may exceed the amount budgeted for each major line item provided such costs are otherwise reasonable and allocable to the approved project scope of work. Total expenditures may not exceed the total funding amount authorized in this section.

6. **Documentation Regarding Accounting of Expenditure of City Funds.** The PLAZA shall provide the City with a detailed accounting of the expenditure of City funds and a written report outlining PLAZA's performance and accomplishments within the scope of work outlined in its application, upon submitting Requests for Payment pursuant to Paragraph 7.

7. **Request for Payment.** All requests for payment or reimbursement shall be submitted by PLAZA to the City in accordance with a schedule to be established by the City, consistent with the bi-monthly City Council bill payment cycle. All payments or reimbursements are contingent upon receipt of the documentation required in Paragraph 6 above. City shall have a period of up to thirty (30) days from date of receipt of each request for payment and all necessary documentation, within which to make payment or reimbursement under this Agreement.

8. **Report on Project Results.** PLAZA agrees to provide the City with a written summary documenting the expenditure of the funds within thirty (30) days of receipt of all Funds provided in Paragraph 5 above. Such report shall include, without limitation, a description and pictures of the completed project.

9. **Return of Funds.** In the event PLAZA does not use funds for the intended purpose(s) or in the event PLAZA does not comply with the reporting requirements of Paragraph 8 above, the funds or any portion thereof shall be returned to the City prior to the end of the current fiscal year, which is June 30, 2019.

10. **Time limitation of funding.** The parties hereby acknowledge that the City is not committed or obligated to provide funds beyond the terms and conditions of this Agreement, and that any future project or program requires a separate request and is subject to City Council approval and execution of a separate written agreement. This contract however does not prohibit the PLAZA from requesting additional financial support from the City for other activities associated with the Project in the Cedar Valley.

## Item E.2.b.

11. **Recipient Board.** The Recipient Board, the River Place Plaza Board of Directors, will be charged with planning for the appropriate expenditure of City grant funds in accordance with this Agreement.

12. **Termination.** Either party may terminate this contract at any time if:

- a. The other party materially breaches the terms of this contract; provided that the non-breaching party shall have given the breaching party written notice of such breach and the breaching party shall have failed to cure the same within (30) days after receipt of such notice;
- b. There is the loss or departure of key personnel that would jeopardize both the quality and time of performance or would make performance impractical with respect to budget contemplated for this contract, and a mutually acceptable replacement cannot be found; or
- c. Performance of any part of this contract by a party is prevented or delayed by reason of Force Majeure and cannot be overcome by reasonable diligence to satisfaction of either party.

In addition, either party may terminate this contract for any reason with 60 days written notice to the other party.

In the event of termination, immediate written notice shall be given by the authorized official of the party requesting termination to the other party which should specify both the reason for and the effective date of termination. Such notice shall be delivered by Certified Mail, return receipt requested, or in person to the authorized official of the other party who executed this agreement.

13. **Liability.** PLAZA and the City agree that each party shall be responsible for its acts or omissions and the acts or omissions of its employees, officers, directors, agents or volunteers, to the extent allowed by law.

The City, a municipal corporation under Iowa law, is self-insured subject to Chapter 670, Code of Iowa (Tort Liability of Governmental Subdivisions), which is the exclusive remedy for processing tort claims against the City.

Nothing contained in this Agreement shall vary or modify in any manner any governmental immunity which any party to this agreement, or its officers, directors, employees, agents or volunteers, may enjoy under any statute or rule of law, except to the extent provided in Section 670.7, Code of Iowa (2017), with respect to the procurement of insurance, and then only to the extent stated in the insurance policy and only as to those exceptions contained in Section 670.4, Code of Iowa (2017).

14. **Legal Expenses.** The PLAZA agrees that all legal expenses incurred by the City in connection with the defense of any claim made or brought against the City that is directly related to PLAZA's performance, or the performance of PLAZA's employees, officers, directors, agents or volunteers, under this agreement shall be the responsibility of PLAZA.

15. **Terms of Agreement Control Over the Application.** The parties acknowledge that the provisions of this Agreement are controlling and shall define the duties, responsibilities and conditions under which the Project shall be completed. Any and all provisions of PLAZA's Application describing the Project, which are inconsistent with the provisions of this Agreement, shall be ineffective. All persons who meet the eligibility requirements as defined in this

Agreement shall be entitled to participate in the Project, regardless of race, color, creed, religion, national origin, sex, age, disability, sexual orientation, gender identity, or any other criteria, which by law constitutes unlawful discrimination.

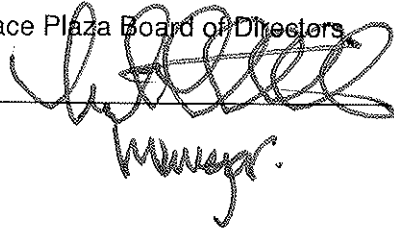
16. **Entire Agreement.** This Agreement, together with the Application to the extent not inconsistent with the terms hereof, constitute the entire agreement between the parties with respect to the subject matter hereof. There are no other oral or written promises or understandings except as expressly provided herein. This Agreement may be amended only by a written agreement signed by the parties hereto.

17. **Term of Agreement.** This Agreement covers the period from July 1, 2018 through and including June 30, 2019.

**IN WITNESS WHEREOF**, the parties have subscribed this Agreement effective as of the date stated above.

The River Place Plaza Board of Directors

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



Handwritten signature of a manager, with the word "Manager" written below the signature line.

City of Cedar Falls, Iowa

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

James P. Brown, Mayor

ATTEST:

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

**Item E.2.b.**

MAY 19 2018

**FY2019 COMMUNITY BETTERMENT GRANT**

**AGREEMENT IN SUPPORT  
OF THE  
GEORGE WYTH STATE PARK, IOWA DEPARTMENT OF NATURAL RESOURCES**

**THIS AGREEMENT** is entered into as of this 15 day of May, 2018, by and between the George Wyth State Park, Iowa Department of Natural Resources (hereinafter "George Wyth"), and the City of Cedar Falls, Black Hawk County, Iowa (hereinafter "City").

**WHEREAS**, the Cedar Falls City Council adopted Resolution No.15,742 on November 26, 2007, wherein the City has adopted a policy and guidelines for the consideration of funding requests from outside agencies; and

**WHEREAS**, the GEORGE WYTH is an agency that qualifies for funding from the City pursuant to its City Council Resolution No.15,742; and

**WHEREAS**, the GEORGE WYTH has proposed to the City the "John Deere Tractor and Multiple Attachments Project", whereby GEORGE WYTH will use City funds for the purchase of a John Deere 3039R tractor and attachments to work on the pollinator plot and continued work on the prairies to use as educational options for park visitors, naturalist programs, and for wildlife in order to benefit the City of Cedar Falls; and

**WHEREAS**, GEORGE WYTH's project is explained in GEORGE WYTH's application filed with the City; and

**WHEREAS**, the City Council of City has agreed in principle to provide certain funding for said project on certain terms and conditions, and subject to certain legal requirements as stated therein, including execution of a formal agreement outlining the duties and responsibilities of the GEORGE WYTH and the City; and

**WHEREAS**, the GEORGE WYTH and the City have reached agreement on the precise terms and conditions under which the project will be undertaken and the funding provided, and now desire to reduce their agreement to writing.

**NOW, THEREFORE, BE IT MUTUALLY COVENANTED AND AGREED AS FOLLOWS:**

1. **Recipient status.** The GEORGE WYTH affirms that it is a qualified recipient to receive funds from City, as it is a private, non-profit corporation organized and existing under Iowa law. The GEORGE WYTH shall provide proof of tax-exempt status under the Internal Revenue Service Revenue Code prior to receiving funding.
2. **Recipient mission statement.** The GEORGE WYTH has provided the City with its mission statement and a detailed summary from an officer or board member specifying its use of the funds, consistent with the public purpose definition of City Council.
3. **Recipient documentation.** Prior to receiving funding, GEORGE WYTH shall provide the following documentation to City:



- a. Proof of business entity status, including a copy of by-laws and articles of incorporation if applicable;
- b. Complete information on the source and amount of funding received from all other sources, including but not limited to non-governmental agencies, membership dues and fees, and private contributions;
- c. Names and addresses of directors and/or officers;
- d. Line item budget for current fiscal year;
- e. List of any additional pending applications for funding to include funding source and dollar amount requested.

4. **Description of Project.** In consideration for the funding provided to GEORGE WYTH by the City, the GEORGE WYTH shall use the funds for purchase of a John Deere 3039R tractor and attachments. Failure to abide by this requirement shall result in a Return of Funds pursuant to Paragraph 9 of this Agreement. The GEORGE WYTH agrees to utilize the funds for this project.

5. **Funding.** The City agrees to provide funding in an amount not in excess of \$2,800.00 in order to support implementation of the Project.

The project Budget is established as part of the Application. Actual expenditures may exceed the amount budgeted for each major line item provided such costs are otherwise reasonable and allocable to the approved project scope of work. Total expenditures may not exceed the total funding amount authorized in this section.

6. **Documentation Regarding Accounting of Expenditure of City Funds.** The GEORGE WYTH shall provide the City with a detailed accounting of the expenditure of City funds and a written report outlining GEORGE WYTH's performance and accomplishments within the scope of work outlined in its application, upon submitting Requests for Payment pursuant to Paragraph 7.

7. **Request for Payment.** All requests for payment or reimbursement shall be submitted by GEORGE WYTH to the City in accordance with a schedule to be established by the City, consistent with the bi-monthly City Council bill payment cycle. All payments or reimbursements are contingent upon receipt of the documentation required in Paragraph 6 above. City shall have a period of up to thirty (30) days from date of receipt of each request for payment and all necessary documentation, within which to make payment or reimbursement under this Agreement.

8. **Report on Project Results.** GEORGE WYTH agrees to provide the City with a written summary documenting the expenditure of the funds within thirty (30) days of receipt of all Funds provided in Paragraph 5 above. Such report shall include, without limitation, a description and pictures of the completed project.

9. **Return of Funds.** In the event GEORGE WYTH does not use funds for the intended purpose(s) or in the event GEORGE WYTH does not comply with the reporting requirements of Paragraph 8 above, the funds or any portion thereof shall be returned to the City prior to the end of the current fiscal year, which is June 30, 2019.

10. **Time limitation of funding.** The parties hereby acknowledge that the City is not committed or obligated to provide funds beyond the terms and conditions of this Agreement, and

## Item E.2.b.

that any future project or program requires a separate request and is subject to City Council approval and execution of a separate written agreement. This contract however does not prohibit the GEORGE WYTH from requesting additional financial support from the City for other activities associated with the Project in the Cedar Valley.

11. **Recipient Board.** The Recipient Board, the Iowa Department of Natural Resources, will be charged with planning for the appropriate expenditure of City grant funds in accordance with this Agreement.

12. **Termination.** Either party may terminate this contract at any time if:

- a. The other party materially breaches the terms of this contract; provided that the non-breaching party shall have given the breaching party written notice of such breach and the breaching party shall have failed to cure the same within (30) days after receipt of such notice;
- b. There is the loss or departure of key personnel that would jeopardize both the quality and time of performance or would make performance impractical with respect to budget contemplated for this contract, and a mutually acceptable replacement cannot be found; or
- c. Performance of any part of this contract by a party is prevented or delayed by reason of Force Majeure and cannot be overcome by reasonable diligence to satisfaction of either party.

In addition, either party may terminate this contract for any reason with 60 days written notice to the other party.

In the event of termination, immediate written notice shall be given by the authorized official of the party requesting termination to the other party which should specify both the reason for and the effective date of termination. Such notice shall be delivered by Certified Mail, return receipt requested, or in person to the authorized official of the other party who executed this agreement.

13. **Liability.** GEORGE WYTH and the City agree that each party shall be responsible for its acts or omissions and the acts or omissions of its employees, officers, directors, agents or volunteers, to the extent allowed by law.

The City, a municipal corporation under Iowa law, is self-insured subject to Chapter 670, Code of Iowa (Tort Liability of Governmental Subdivisions), which is the exclusive remedy for processing tort claims against the City.

Nothing contained in this Agreement shall vary or modify in any manner any governmental immunity which any party to this agreement, or its officers, directors, employees, agents or volunteers, may enjoy under any statute or rule of law, except to the extent provided in Section 670.7, Code of Iowa (2017), with respect to the procurement of insurance, and then only to the extent stated in the insurance policy and only as to those exceptions contained in Section 670.4, Code of Iowa (2017).

14. **Legal Expenses.** The GEORGE WYTH agrees that all legal expenses incurred by the City in connection with the defense of any claim made or brought against the City that is directly related to GEORGE WYTH's performance, or the performance of GEORGE WYTH's employees, officers, directors, agents or volunteers, under this agreement shall be the responsibility of GEORGE WYTH.

15. **Terms of Agreement Control Over the Application.** The parties acknowledge that the provisions of this Agreement are controlling and shall define the duties, responsibilities and conditions under which the Project shall be completed. Any and all provisions of GEORGE WYTH's Application describing the Project, which are inconsistent with the provisions of this Agreement, shall be ineffective. All persons who meet the eligibility requirements as defined in this Agreement shall be entitled to participate in the Project, regardless of race, color, creed, religion, national origin, sex, age, disability, sexual orientation, gender identity, or any other criteria, which by law constitutes unlawful discrimination.

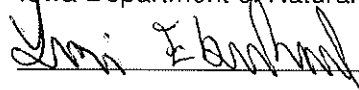
16. **Entire Agreement.** This Agreement, together with the Application to the extent not inconsistent with the terms hereof, constitute the entire agreement between the parties with respect to the subject matter hereof. There are no other oral or written promises or understandings except as expressly provided herein. This Agreement may be amended only by a written agreement signed by the parties hereto.

17. **Term of Agreement.** This Agreement covers the period from July 1, 2018 through and including June 30, 2019.

**IN WITNESS WHEREOF**, the parties have subscribed this Agreement effective as of the date stated above.

George Wyth State Park  
Iowa Department of Natural Resources

By:

 \_\_\_\_\_

City of Cedar Falls, Iowa

By:

\_\_\_\_\_ James P. Brown, Mayor

ATTEST:

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

## Item E.2.b.

### FY2019 COMMUNITY BETTERMENT GRANT

#### AGREEMENT IN SUPPORT OF THE NORTH CEDAR NEIGHBORHOOD ASSOCIATION

THIS AGREEMENT is entered into as of this 9th day of May, 2018, by and between the North Cedar Neighborhood Association, (hereinafter "NCNA"), and the City of Cedar Falls, Black Hawk County, Iowa (hereinafter "City").

WHEREAS, the Cedar Falls City Council adopted Resolution No.15,742 on November 26, 2007, wherein the City has adopted a policy and guidelines for the consideration of funding requests from outside agencies; and

WHEREAS, NCNA is an agency that qualifies for funding from the City pursuant to its City Council Resolution No.15,742; and

WHEREAS, the NCNA has proposed to the City its "Connectivity of Northern Cedar Falls to the Entire Community" project, whereby NCNA will use City funds for creating a welcoming environment with signage and banners in order to benefit the City of Cedar Falls; and

WHEREAS, NCNA's project is explained in NCNA's application filed with the City; and

WHEREAS, the City Council of City has agreed in principle to provide certain funding for said project on certain terms and conditions, and subject to certain legal requirements as stated therein, including execution of a formal agreement outlining the duties and responsibilities of NCNA and the City; and

WHEREAS, NCNA and the City have reached agreement on the precise terms and conditions under which the project will be undertaken and the funding provided, and now desire to reduce their agreement to writing.

#### NOW, THEREFORE, BE IT MUTUALLY COVENANTED AND AGREED AS FOLLOWS:

1. **Recipient status.** The NCNA affirms that it is a qualified recipient to receive funds from City, as it is a private, non-profit corporation organized and existing under Iowa law. The NCNA shall provide proof of tax exempt status under the Internal Revenue Service Revenue Code prior to receiving funding.

2. **Recipient mission statement.** The NCNA has provided the City with its mission statement and a detailed summary from an officer or board member specifying its use of the funds, consistent with the public purpose definition of City Council.

3. **Recipient documentation.** Prior to receiving funding, NCNA shall provide the following documentation to City:

- a. Proof of business entity status, including a copy of by-laws and articles of incorporation if applicable;

- b. Complete information on the source and amount of funding received from all other sources, including but not limited to non-governmental agencies, membership dues and fees, and private contributions;
- c. Names and addresses of directors and/or officers;
- d. Line item budget for current fiscal year;
- e. List of any additional pending applications for funding to include funding source and dollar amount requested.

4. **Description of Project.** In consideration for the funding provided to NCNA by the City, the NCNA shall utilize the funds for signage on Center Street and Lone Tree Road. Failure to abide by this requirement shall result in a Return of Funds pursuant to Paragraph 9 of this Agreement.

5. **Funding.** The City agrees to provide funding in an amount not in excess of \$1,000.00 in order to support implementation of the Project.

The project Budget is established as part of the Application. Actual expenditures may exceed the amount budgeted for each major line item provided such costs are otherwise reasonable and allocable to the approved project scope of work. Total expenditures may not exceed the total funding amount authorized in this section.

6. **Documentation Regarding Accounting of Expenditure of City Funds.** The NCNA shall provide the City with a detailed accounting of the expenditure of City funds and a written report outlining NCNA's performance and accomplishments within the scope of work outlined in its application, upon submitting Requests for Payment pursuant to Paragraph 7.

7. **Request for Payment.** All requests for payment or reimbursement shall be submitted by NCNA to the City in accordance with a schedule to be established by the City, consistent with the bi-monthly City Council bill payment cycle. All payments or reimbursements are contingent upon receipt of the documentation required in Paragraph 6 above. City shall have a period of up to thirty (30) days from date of receipt of each request for payment and all necessary documentation, within which to make payment or reimbursement under this Agreement.

8. **Report on Project Results.** The NCNA agrees to provide the City with a written summary documenting the results of the Project within thirty (30) days of receipt of all Funds provided in Paragraph 5 above. Such report shall include, without limitation, a description and pictures of the completed project.

9. **Return of Funds.** In the event NCNA does not use funds for the intended purpose(s) or in the event NCNA does not comply with the reporting requirements of Paragraph 8 above, the funds or any portion thereof shall be returned to the City prior to the end of the current fiscal year, which is June 30, 2019.

10. **Time limitation of funding.** The parties hereby acknowledge that the City is not committed or obligated to provide funds beyond the terms and conditions of this Agreement, and that any future project or program requires a separate request and is subject to City Council approval and execution of a separate written agreement. This contract however does not prohibit the NCNA from requesting additional financial support from the City for other activities associated with the Project in the Cedar Valley.

## Item E.2.b.

11. **Recipient Board.** The Recipient Board, the North Cedar Neighborhood Association Board of Directors, will be charged with planning for the appropriate expenditure of City grant funds in accordance with this Agreement.

12. **Termination.** Either party may terminate this contract at any time if:

- a. The other party materially breaches the terms of this contract; provided that the non-breaching party shall have given the breaching party written notice of such breach and the breaching party shall have failed to cure the same within (30) days after receipt of such notice;
- b. There is the loss or departure of key personnel that would jeopardize both the quality and time of performance or would make performance impractical with respect to budget contemplated for this contract, and a mutually acceptable replacement cannot be found; or
- c. Performance of any part of this contract by a party is prevented or delayed by reason of Force Majeure and cannot be overcome by reasonable diligence to satisfaction of either party.

In addition, either party may terminate this contract for any reason with 60 days written notice to the other party.

In the event of termination, immediate written notice shall be given by the authorized official of the party requesting termination to the other party which should specify both the reason for and the effective date of termination. Such notice shall be delivered by Certified Mail, return receipt requested, or in person to the authorized official of the other party who executed this agreement.

13. **Liability.** The NCNA and the City agree that each party shall be responsible for its acts or omissions and the acts or omissions of its employees, officers, directors, agents or volunteers, to the extent allowed by law.

The City, a municipal corporation under Iowa law, is self-insured subject to Chapter 670, Code of Iowa (Tort Liability of Governmental Subdivisions), which is the exclusive remedy for processing tort claims against the City.

Nothing contained in this Agreement shall vary or modify in any manner any governmental immunity which any party to this agreement, or its officers, directors, employees, agents or volunteers, may enjoy under any statute or rule of law, except to the extent provided in Section 670.7, Code of Iowa (2017), with respect to the procurement of insurance, and then only to the extent stated in the insurance policy and only as to those exceptions contained in Section 670.4, Code of Iowa (2017).

14. **Legal Expenses.** The NCNA agrees that all legal expenses incurred by the City in connection with the defense of any claim made or brought against the City that is directly related to NCNA's performance, or the performance of NCNA's employees, officers, directors, agents or volunteers, under this agreement shall be the responsibility of NCNA.

15. **Terms of Agreement Control Over the Application.** The parties acknowledge that the provisions of this Agreement are controlling and shall define the duties, responsibilities and conditions under which the Project shall be completed. Any and all provisions of NCNA's Application describing the Project, which are inconsistent with the provisions of this Agreement, shall be ineffective. All persons who meet the eligibility requirements as defined in this

Agreement shall be entitled to participate in the Project, regardless of race, color, creed, religion, national origin, sex, age, disability, sexual orientation, gender identity, or any other criteria which by law constitutes unlawful discrimination.

16. **Entire Agreement.** This Agreement, together with the Application to the extent not inconsistent with the terms hereof, constitutes the entire agreement between the parties with respect to the subject matter hereof. There are no other oral or written promises or understandings except as expressly provided herein. This Agreement may be amended only by a written agreement signed by the parties hereto.

17. **Term of Agreement.** This Agreement covers the period from July 1, 2018 through and including June 30, 2019.

**IN WITNESS WHEREOF**, the parties have subscribed this Agreement effective as of the date stated above.

NORTH CEDAR NEIGHBORHOOD ASSOCIATION

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

City of Cedar Falls, Iowa

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

James P. Brown, Mayor

ATTEST:

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

# Item E.2.b.

## FY2019 COMMUNITY BETTERMENT GRANT

### AGREEMENT IN SUPPORT OF THE VOLUNTEER CENTER OF THE CEDAR VALLEY

THIS AGREEMENT is entered into as of this 9 day of MAY, 2018, by and between the Volunteer Center of the Cedar Valley (hereinafter "VCCV"), and the City of Cedar Falls, Black Hawk County, Iowa (hereinafter "City").

WHEREAS, the Cedar Falls City Council adopted Resolution No.15,742 on November 26, 2007, wherein the City has adopted a policy and guidelines for the consideration of funding requests from outside agencies; and

WHEREAS, the VCCV is an agency that qualifies for funding from the City pursuant to its City Council Resolution No.15,742; and

WHEREAS, the VCCV has proposed to the City its "Partners in Volunteerism Project", whereby VCCV will use City funds to assist with the marketing to, recruitment of, designing programs, and planning for local employers in Cedar Falls to engage their employees in service experiences in order to benefit the City of Cedar Falls; and

WHEREAS, VCCV's project is explained in VCCV's application filed with the City; and

WHEREAS, the City Council of City has agreed in principle to provide certain funding for said project on certain terms and conditions, and subject to certain legal requirements as stated therein, including execution of a formal agreement outlining the duties and responsibilities of the VCCV and the City; and

WHEREAS, the VCCV and the City have reached agreement on the precise terms and conditions under which the project will be undertaken and the funding provided, and now desire to reduce their agreement to writing.

#### NOW, THEREFORE, BE IT MUTUALLY COVENANTED AND AGREED AS FOLLOWS:

1. **Recipient status.** The VCCV affirms that it is a qualified recipient to receive funds from City, as it is a private, non-profit corporation organized and existing under Iowa law. The VCCV shall provide proof of tax-exempt status under the Internal Revenue Service Revenue Code prior to receiving funding.
2. **Recipient mission statement.** The VCCV has provided the City with its mission statement and a detailed summary from an officer or board member specifying its use of the funds, consistent with the public purpose definition of City Council.
3. **Recipient documentation.** Prior to receiving funding, VCCV shall provide the following documentation to City:
  - a. Proof of business entity status, including a copy of by-laws and articles of incorporation if applicable;



- b. Complete information on the source and amount of funding received from all other sources, including but not limited to non-governmental agencies, membership dues and fees, and private contributions;
- c. Names and addresses of directors and/or officers;
- d. Line item budget for current fiscal year;
- e. List of any additional pending applications for funding to include funding source and dollar amount requested.

4. **Description of Project.** In consideration for the funding provided to VCCV by the City, the VCCV shall use the funds for staff time to manage recruitment and program and volunteer opportunity development as well as design and printing of marketing and recruitment materials to engage these additional Partners in Volunteerism. Failure to abide by this requirement shall result in a Return of Funds pursuant to Paragraph 9 of this Agreement. The VCCV agrees to utilize the funds for this project.

5. **Funding.** The City agrees to provide funding in an amount not in excess of \$1,000.00 in order to support implementation of the Project.

The project Budget is established as part of the Application. Actual expenditures may exceed the amount budgeted for each major line item provided such costs are otherwise reasonable and allocable to the approved project scope of work. Total expenditures may not exceed the total funding amount authorized in this section.

6. **Documentation Regarding Accounting of Expenditure of City Funds.** The VCCV shall provide the City with a detailed accounting of the expenditure of City funds and a written report outlining VCCV's performance and accomplishments within the scope of work outlined in its application, upon submitting Requests for Payment pursuant to Paragraph 7.

7. **Request for Payment.** All requests for payment or reimbursement shall be submitted by VCCV to the City in accordance with a schedule to be established by the City, consistent with the bi-monthly City Council bill payment cycle. All payments or reimbursements are contingent upon receipt of the documentation required in Paragraph 6 above. City shall have a period of up to thirty (30) days from date of receipt of each request for payment and all necessary documentation, within which to make payment or reimbursement under this Agreement.

8. **Report on Project Results.** VCCV agrees to provide the City with a written summary documenting the expenditure of the funds within thirty (30) days of receipt of all Funds provided in Paragraph 5 above. Such report shall include, without limitation, a description and pictures of the completed project.

9. **Return of Funds.** In the event VCCV does not use funds for the intended purpose(s) or in the event VCCV does not comply with the reporting requirements of Paragraph 8 above, the funds or any portion thereof shall be returned to the City prior to the end of the current fiscal year, which is June 30, 2019.

10. **Time limitation of funding.** The parties hereby acknowledge that the City is not committed or obligated to provide funds beyond the terms and conditions of this Agreement, and that any future project or program requires a separate request and is subject to City Council approval and execution of a separate written agreement. This contract however does not

## Item E.2.b.

prohibit the VCCV from requesting additional financial support from the City for other activities associated with the Project in the Cedar Valley.

11. **Recipient Board.** The Recipient Board, the Volunteer Center of the Cedar Valley Board of Directors, will be charged with planning for the appropriate expenditure of City grant funds in accordance with this Agreement.

12. **Termination.** Either party may terminate this contract at any time if:

- a. The other party materially breaches the terms of this contract; provided that the non-breaching party shall have given the breaching party written notice of such breach and the breaching party shall have failed to cure the same within (30) days after receipt of such notice;
- b. There is the loss or departure of key personnel that would jeopardize both the quality and time of performance or would make performance impractical with respect to budget contemplated for this contract, and a mutually acceptable replacement cannot be found; or
- c. Performance of any part of this contract by a party is prevented or delayed by reason of Force Majeure and cannot be overcome by reasonable diligence to satisfaction of either party.

In addition, either party may terminate this contract for any reason with 60 days written notice to the other party.

In the event of termination, immediate written notice shall be given by the authorized official of the party requesting termination to the other party which should specify both the reason for and the effective date of termination. Such notice shall be delivered by Certified Mail, return receipt requested, or in person to the authorized official of the other party who executed this agreement.

13. **Liability.** VCCV and the City agree that each party shall be responsible for its acts or omissions and the acts or omissions of its employees, officers, directors, agents or volunteers, to the extent allowed by law.

The City, a municipal corporation under Iowa law, is self-insured subject to Chapter 670, Code of Iowa (Tort Liability of Governmental Subdivisions), which is the exclusive remedy for processing tort claims against the City.

Nothing contained in this Agreement shall vary or modify in any manner any governmental immunity which any party to this agreement, or its officers, directors, employees, agents or volunteers, may enjoy under any statute or rule of law, except to the extent provided in Section 670.7, Code of Iowa (2017), with respect to the procurement of insurance, and then only to the extent stated in the insurance policy and only as to those exceptions contained in Section 670.4, Code of Iowa (2017).

14. **Legal Expenses.** The VCCV agrees that all legal expenses incurred by the City in connection with the defense of any claim made or brought against the City that is directly related to VCCV's performance, or the performance of VCCV's employees, officers, directors, agents or volunteers, under this agreement shall be the responsibility of VCCV.

15. **Terms of Agreement Control Over the Application.** The parties acknowledge that the provisions of this Agreement are controlling and shall define the duties, responsibilities and conditions under which the Project shall be completed. Any and all provisions of VCCV's

Application describing the Project, which are inconsistent with the provisions of this Agreement, shall be ineffective. All persons who meet the eligibility requirements as defined in this Agreement shall be entitled to participate in the Project, regardless of race, color, creed, religion, national origin, sex, age, disability, sexual orientation, gender identity, or any other criteria, which by law constitutes unlawful discrimination.

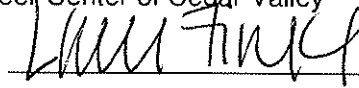
16. **Entire Agreement.** This Agreement, together with the Application to the extent not inconsistent with the terms hereof, constitute the entire agreement between the parties with respect to the subject matter hereof. There are no other oral or written promises or understandings except as expressly provided herein. This Agreement may be amended only by a written agreement signed by the parties hereto.

17. **Term of Agreement.** This Agreement covers the period from July 1, 2018 through and including June 30, 2019.

**IN WITNESS WHEREOF**, the parties have subscribed this Agreement effective as of the date stated above.

Volunteer Center of Cedar Valley

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



City of Cedar Falls, Iowa

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

James P. Brown, Mayor

ATTEST:

\_\_\_\_\_  
Jacqueline Danielsen, CMC  
City Clerk

MAY - 4 2018

**FY2019 COMMUNITY BETTERMENT GRANT**

**AGREEMENT IN SUPPORT  
OF THE  
WATERLOO-CEDAR FALLS SYMPHONY ORCHESTRA ASSOCIATION**

**THIS AGREEMENT** is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the Waterloo-Cedar Falls Symphony Orchestra Association (hereinafter "WCFSO"), and the City of Cedar Falls, Black Hawk County, Iowa (hereinafter "City").

**WHEREAS**, the Cedar Falls City Council adopted Resolution No.15,742 on November 26, 2007, wherein the City has adopted a policy and guidelines for the consideration of funding requests from outside agencies; and

**WHEREAS**, the WCFSO is an agency that qualifies for funding from the City pursuant to its City Council Resolution No.15,742; and

**WHEREAS**, the WCFSO has proposed to the City its "Education Outreach for Cedar Falls Youth Project", whereby WCFSO will use City funds to support education outreach to youth by offerings of live music for Cedar Falls youth and expand awareness and access to instrumental music through the hands-on-instrument Petting Zoo experience in order to benefit the City of Cedar Falls; and

**WHEREAS**, WCFSO's project is explained in WCFSO's application filed with the City; and

**WHEREAS**, the City Council of City has agreed in principle to provide certain funding for said project on certain terms and conditions, and subject to certain legal requirements as stated therein, including execution of a formal agreement outlining the duties and responsibilities of the WCFSO and the City; and

**WHEREAS**, the WCFSO and the City have reached agreement on the precise terms and conditions under which the project will be undertaken and the funding provided, and now desire to reduce their agreement to writing.

**NOW, THEREFORE, BE IT MUTUALLY COVENANTED AND AGREED AS FOLLOWS:**

1. **Recipient status.** The WCFSO affirms that it is a qualified recipient to receive funds from City, as it is a private, non-profit corporation organized and existing under Iowa law. The WCFSO shall provide proof of tax-exempt status under the Internal Revenue Service Revenue Code prior to receiving funding.
2. **Recipient mission statement.** The WCFSO has provided the City with its mission statement and a detailed summary from an officer or board member specifying its use of the funds, consistent with the public purpose definition of City Council.
3. **Recipient documentation.** Prior to receiving funding, WCFSO shall provide the following documentation to City:

- a. Proof of business entity status, including a copy of by-laws and articles of incorporation if applicable;
- b. Complete information on the source and amount of funding received from all other sources, including but not limited to non-governmental agencies, membership dues and fees, and private contributions;
- c. Names and addresses of directors and/or officers;
- d. Line item budget for current fiscal year;
- e. List of any additional pending applications for funding to include funding source and dollar amount requested.

4. **Description of Project.** In consideration for the funding provided to WCFSO by the City, the WCFSO shall use the funds for musician's fees and mileage, music director, music rental, hall rental, tech personnel, and a portion of staff time for instrument petting zoo offerings at Cedar Falls community events, daycares and district preschools. Failure to abide by this requirement shall result in a Return of Funds pursuant to Paragraph 9 of this Agreement. The WCFSO agrees to utilize the funds for this project.

5. **Funding.** The City agrees to provide funding in an amount not in excess of \$1,000.00 in order to support implementation of the Project.

The project Budget is established as part of the Application. Actual expenditures may exceed the amount budgeted for each major line item provided such costs are otherwise reasonable and allocable to the approved project scope of work. Total expenditures may not exceed the total funding amount authorized in this section.

6. **Documentation Regarding Accounting of Expenditure of City Funds.** The WCFSO shall provide the City with a detailed accounting of the expenditure of City funds and a written report outlining WCFSO's performance and accomplishments within the scope of work outlined in its application, upon submitting Requests for Payment pursuant to Paragraph 7.

7. **Request for Payment.** All requests for payment or reimbursement shall be submitted by WCFSO to the City in accordance with a schedule to be established by the City, consistent with the bi-monthly City Council bill payment cycle. All payments or reimbursements are contingent upon receipt of the documentation required in Paragraph 6 above. City shall have a period of up to thirty (30) days from date of receipt of each request for payment and all necessary documentation, within which to make payment or reimbursement under this Agreement.

8. **Report on Project Results.** WCFSO agrees to provide the City with a written summary documenting the expenditure of the funds within thirty (30) days of receipt of all Funds provided in Paragraph 5 above. Such report shall include, without limitation, a description and pictures of the completed project.

9. **Return of Funds.** In the event WCFSO does not use funds for the intended purpose(s) or in the event WCFSO does not comply with the reporting requirements of Paragraph 8 above, the funds or any portion thereof shall be returned to the City prior to the end of the current fiscal year, which is June 30, 2019.

10. **Time limitation of funding.** The parties hereby acknowledge that the City is not committed or obligated to provide funds beyond the terms and conditions of this Agreement, and

## Item E.2.b.

that any future project or program requires a separate request and is subject to City Council approval and execution of a separate written agreement. This contract however does not prohibit the WCFSO from requesting additional financial support from the City for other activities associated with the Project in the Cedar Valley.

11. **Recipient Board.** The Recipient Board, the Waterloo-Cedar Falls Symphony Board of Directors, will be charged with planning for the appropriate expenditure of City grant funds in accordance with this Agreement.

12. **Termination.** Either party may terminate this contract at any time if:

- a. The other party materially breaches the terms of this contract; provided that the non-breaching party shall have given the breaching party written notice of such breach and the breaching party shall have failed to cure the same within (30) days after receipt of such notice;
- b. There is the loss or departure of key personnel that would jeopardize both the quality and time of performance or would make performance impractical with respect to budget contemplated for this contract, and a mutually acceptable replacement cannot be found; or
- c. Performance of any part of this contract by a party is prevented or delayed by reason of Force Majeure and cannot be overcome by reasonable diligence to satisfaction of either party.

In addition, either party may terminate this contract for any reason with 60 days written notice to the other party.

In the event of termination, immediate written notice shall be given by the authorized official of the party requesting termination to the other party which should specify both the reason for and the effective date of termination. Such notice shall be delivered by Certified Mail, return receipt requested, or in person to the authorized official of the other party who executed this agreement.

13. **Liability.** WCFSO and the City agree that each party shall be responsible for its acts or omissions and the acts or omissions of its employees, officers, directors, agents or volunteers, to the extent allowed by law.

The City, a municipal corporation under Iowa law, is self-insured subject to Chapter 670, Code of Iowa (Tort Liability of Governmental Subdivisions), which is the exclusive remedy for processing tort claims against the City.

Nothing contained in this Agreement shall vary or modify in any manner any governmental immunity which any party to this agreement, or its officers, directors, employees, agents or volunteers, may enjoy under any statute or rule of law, except to the extent provided in Section 670.7, Code of Iowa (2017), with respect to the procurement of insurance, and then only to the extent stated in the insurance policy and only as to those exceptions contained in Section 670.4, Code of Iowa (2017).

14. **Legal Expenses.** The WCFSO agrees that all legal expenses incurred by the City in connection with the defense of any claim made or brought against the City that is directly related to WCFSO's performance, or the performance of WCFSO's employees, officers, directors, agents or volunteers, under this agreement shall be the responsibility of WCFSO.

15. **Terms of Agreement Control Over the Application.** The parties acknowledge that the provisions of this Agreement are controlling and shall define the duties, responsibilities and conditions under which the Project shall be completed. Any and all provisions of WCFSO's Application describing the Project, which are inconsistent with the provisions of this Agreement, shall be ineffective. All persons who meet the eligibility requirements as defined in this Agreement shall be entitled to participate in the Project, regardless of race, color, creed, religion, national origin, sex, age, disability, sexual orientation, gender identity, or any other criteria, which by law constitutes unlawful discrimination.

16. **Entire Agreement.** This Agreement, together with the Application to the extent not inconsistent with the terms hereof, constitute the entire agreement between the parties with respect to the subject matter hereof. There are no other oral or written promises or understandings except as expressly provided herein. This Agreement may be amended only by a written agreement signed by the parties hereto.

17. **Term of Agreement.** This Agreement covers the period from July 1, 2018 through and including June 30, 2019.

**IN WITNESS WHEREOF**, the parties have subscribed this Agreement effective as of the date stated above.

Waterloo-Cedar Falls Symphony Orchestra Association

By: Kathryn S. Duke

City of Cedar Falls, Iowa

By: \_\_\_\_\_  
James P. Brown, Mayor

ATTEST:

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







DEPARTMENT OF MUNICIPAL OPERATIONS & PROGRAMS

**MEMORANDUM**

ADMINISTRATION DIVISION  
2200 TECHNOLOGY PKWY  
CEDAR FALLS, IOWA 50613  
319-273-8629  
FAX 319-273-8632

PUBLIC WORKS/PARKS  
DIVISION  
2200 TECHNOLOGY PKWY  
319-273-8629  
FAX 319-273-8632

**TO:** Honorable Mayor James P. Brown and City Council  
**FROM:** Brian M. Heath, Public Works/Parks Div. Manager  
**DATE:** July 10, 2018  
**SUBJECT:** Equipment Purchase

The Public Works and Parks Division recently opened bids for an automated side load body which is budgeted in FY19. As you may be aware, refuse body components are bid separate of the chassis. The chassis was bid out and recently approved for purchase in a previous council meeting. Now we are seeking to move forward with procuring the body portion of the apparatus. The results of the automated side load refuse packer body are as follows;

Curbtender Inc.	\$ 92,670.00
Kilburg Equipment	\$108,298.00
Elliott Equipment Corp.	\$112,320.00

Of the three bidders, Curbtender was the lowest bid received. However, after the bids were received, Curbtender requested that the City allow them to void their bid and consented that the city consider purchasing from the next lowest bid. Kilburg Equipment is a dealership for Lebric Side Loaders which is the same build as some of the City's existing fleet. Labrie has a proven track record to be a very efficient and reliable unit.

Municipal Operations and Programs Department is recommending acceptance of the second lowest bid submitted from Kilburg Equipment for the purchase of a Lebric automated side load body for the City of Cedar Falls in the amount of \$108,298.00.

The total combined cost of the unit including chassis is \$204,006.00. This expenditure is budgeted for FY19 and will be paid from the refuse fund.

Please feel free to contact me if you have questions.

CC: Mark Ripplinger, Director





**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](http://www.cedarfalls.com)

**MEMORANDUM**  
*Engineering Division*

**TO:** Honorable Mayor James P. Brown and City Council

**FROM:** Jon Resler, City Engineer

**DATE:** July 11, 2018

**SUBJECT:** Professional Services Agreement  
Henry Property Traffic Impact Study Peer Review  
Foth Infrastructure & Environmental LLC  
Project No. EN-289-3167

Please find attached the Professional Services Agreement with Foth Infrastructure & Environment, LLC that outlines the scope of services and costs for the Henry Property Traffic Impact Study Peer Review.

Foth Infrastructure & Environment, LLC was the firm selected by Community Development. The enclosed agreement with Foth Infrastructure & Environment provides for a peer review of the traffic impact study for the proposed development in the southwest corner of the Hwy 58 and Ridgeway Avenue intersection. The traffic impact study is necessary to determine the existing and future roadway capacity and safety needs of the area roadways resulting from the development. The development is large and will likely have a significant impact on the area roadways. As a result, Community Development requests an independent firm to review and verify the results of the traffic impact study completed by the developer.

The cost of this project falls within our Engineering budget under account 101-2225-432.86-25 Engineering and Architecture. The cost of this agreement is in the amount not to exceed \$7,975.

The Department of Community Development requests your consideration and approval of this Professional Service Agreement with Foth Infrastructure & Environment for the Henry Property Traffic Impact Study Peer Review.

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

xc: Stephanie Houk Sheetz, Director of Community Development





DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613
www.cedarfalls.com

Administration Division ♦ Planning & Community Services Division
Phone: 319-273-8600 Fax: 319-273-8610

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

Water Reclamation Division
Phone: 319-273-8633 Fax: 319-268-5566

PROFESSIONAL SERVICE AGREEMENT

Henry Property Traffic Impact Peer Review
Cedar Falls, Iowa
City Project Number: EN-289-3167

This Agreement is made and entered by and between Foth Infrastructure and Environment, LLC, 8191 Birchwood Court Johnston Iowa 50131, hereinafter referred to as "CONSULTANT" and City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa, hereinafter referred to as "CLIENT."

IN CONSIDERATION of the covenants hereinafter set forth, the parties hereto mutually agree as follows:

I. SCOPE OF SERVICES

CONSULTANT shall perform professional Services (the "Services") in connection with CLIENT's facilities in accordance with the Scope of Services set forth in Exhibit A attached hereto.

II. CONSULTANT'S RESPONSIBILITIES

CONSULTANT shall, subject to the terms and provisions of this Agreement:

- (a) Appoint one or more individuals who shall be authorized to act on behalf of CONSULTANT and with whom CLIENT may consult at all reasonable times, and whose instructions, requests, and decisions will be binding upon CONSULTANT as to all matters pertaining to this Agreement and the performance of the parties hereunder.
(b) Use all reasonable efforts to complete the Services within the time period mutually agreed upon, except for reasons beyond its control, as set forth in Exhibit A.
(c) Perform the Services in accordance with generally accepted professional engineering standards in existence at the time of performance of the Services. If during the two year period following the completion of Services, it is shown that there is an error in the Services solely as a result of CONSULTANT's failure to meet these standards, CONSULTANT shall re-perform such substandard Services as may be necessary to remedy such error at no cost to CLIENT. Since CONSULTANT has no control over local conditions, the cost of labor and materials, or over competitive bidding and market conditions, CONSULTANT does not guarantee the accuracy of any construction cost estimates as compared to contractor's bids or the actual cost to the CLIENT. CONSULTANT makes no other warranties either express or implied and the parties' rights, liabilities, responsibilities and remedies with respect to the

## Item E.2.m.

quality of Services, including claims alleging negligence, breach of warranty and breach of contract, shall be exclusively those set forth herein.

- (d) CONSULTANT shall, if requested in writing by CLIENT, for the protection of CLIENT, require from all vendors and subcontractors from which CONSULTANT procures equipment, materials or services for the project, guarantees with respect to such equipment, materials and services. All such guarantees shall be made available to CLIENT to the full extent of the terms thereof. CONSULTANT's liability with respect to such equipment, and materials obtained from vendors or services from subcontractors, shall be limited to procuring guarantees from such vendors or subcontractors and rendering all reasonable assistance to CLIENT for the purpose of enforcing the same.
- (e) CONSULTANT will be providing estimates of costs to the CLIENT covering an extended period of time. CONSULTANT does not have control over any such costs, including, but not limited to, costs of labor, material, equipment or services furnished by others or over competitive bidding, marketing or negotiating conditions, or construction contractors' methods of determining their prices. Accordingly, it is acknowledged and understood that any estimates, projections or opinions of probable project costs provided herein by CONSULTANT are estimates only, made on the basis of CONSULTANT's experience and represent CONSULTANT's reasonable judgment as a qualified professional. CONSULTANT does not guarantee that proposals, bids or actual project costs will not vary from the opinions of probable costs prepared by CONSULTANT, and the CLIENT waives any and all claims that it may have against CONSULTANT as a result of any such variance.

### III. CLIENT'S RESPONSIBILITIES

CLIENT shall at such times as may be required for the successful and expeditious completion of the Services:

- (a) Provide all criteria and information as to CLIENT's requirements; obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the project; and designate a person with authority to act on CLIENT's behalf on all matters concerning the Services.
- (b) Furnish to CONSULTANT all existing studies, reports and other available data pertinent to the Services, and obtain additional reports, data and services as may be required for the project. CONSULTANT shall be entitled to rely upon all such information, data and the results of such other services in performing its Services hereunder.

### IV. INSURANCE REQUIREMENTS FOR CONTRACTORS FOR THE CITY OF CEDAR FALLS

The provisions of the document entitled, "Insurance Requirements for Contractors for the City of Cedar Falls," dated December 13, 2011 as revised January 31, 2017 consisting of 11 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 or certificates of insurance containing all coverages, endorsements and other provisions required by the Insurance Requirements set forth in Exhibit B. In the event of any conflict between the provisions of Exhibit B and the other terms of this Agreement, the provisions of Exhibit B shall control.

CONSULTANT shall obtain and maintain an insurance policy or policies that meet the provisions set out in the Insurance Requirements for Contractors for the City of Cedar Falls, attached hereto and marked Exhibit B.

**V. STANDARD TERMS AND CONDITIONS FOR CONTRACTS BETWEEN CONTRACTORS WHO PERFORM PROFESSIONAL SERVICES AND THE CITY OF CEDAR FALLS**

The provisions of the documents entitled "Standard Terms and Conditions for Contracts Between Contractors Who Perform Professional Services and the City of Cedar Falls," consisting of two pages are incorporated into this Agreement by the Client and attached as Exhibit C.

**VI. COMPENSATION AND TERMS OF PAYMENT**

Compensation for the services shall be on an hourly basis in accordance with the hourly fees and other direct expenses in effect at the time the services are performed. Total compensation is a not to exceed a fee of seven thousand nine hundred seventy-five dollars (\$7,975.00).

CONSULTANT may bill the CLIENT monthly for services completed at the time of billing. CLIENT agrees to pay CONSULTANT the full amount of such invoice within thirty (30) days after receipt thereof. In the event CLIENT disputes any invoice item, CLIENT shall give CONSULTANT written notice of such disputed item within ten (10) days after receipt of invoice and shall pay to CONSULTANT the undisputed portion of the invoice according to the provisions hereof. CLIENT agrees to abide by any applicable statutory prompt pay provisions currently in effect.

**VII. TERMINATION**

CLIENT may, with or without cause, terminate the Services at any time upon fourteen (14) days written notice to CONSULTANT. The obligation to provide further Services under this Agreement may be terminated by either party upon fourteen (14) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, providing such defaulting party has not cured such failure, or, in the event of a non-monetary default, commenced reasonable actions to cure such failure. In either case, CONSULTANT will be paid for all expenses incurred and Services rendered to the date of the termination in accordance with compensation terms of Article VI.

**VIII. OWNERSHIP OF DOCUMENTS**

(a) Sealed original drawings, specifications, final project specific calculations and other instruments of service which CONSULTANT prepares and delivers to CLIENT pursuant to this Agreement shall become the property of CLIENT when CONSULTANT has been compensated for Services rendered. CLIENT shall have the right to use such instruments of service solely for the purpose of the construction, operation and maintenance of the Facilities. Nothing contained in this paragraph shall be construed as limiting or depriving CONSULTANT of its rights to use its basic knowledge and skills to design or carry out other projects or work for itself or others, whether or not such other projects or work are similar to the work to be performed pursuant to this Agreement.

(b) Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced and CONSULTANT makes no warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict between the sealed original drawings and the electronic files, the sealed drawings will govern.

**IX. MEANS AND METHODS**

(a) CONSULTANT shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety measures and programs including enforcement of Federal and State safety requirements, in connection

## Item E.2.m.

with construction work performed by CLIENT's construction contractors. Nor shall CONSULTANT be responsible for the supervision of CLIENT's construction contractors, subcontractors or of any of their employees, agents and representatives of such contractors; or for inspecting machinery, construction equipment and tools used and employed by contractors and subcontractors on CLIENT's construction projects and shall not have the right to stop or reject work without the thorough evaluation and approval of the CLIENT. In no event shall CONSULTANT be liable for the acts or omissions of CLIENT's construction contractors, subcontractors or any persons or entities performing any of the construction work, or for the failure of any of them to carry out construction work under contracts with CLIENT.

### X. INDEPENDENT CONTRACTOR

CONSULTANT shall be an independent contractor with respect to the Services to be performed hereunder. Neither CONSULTANT nor its subcontractors, nor the employees of either, shall be deemed to be the servants, employees, or agents of CLIENT.

### XI. PRE-EXISTING CONDITIONS

Anything herein to the contrary notwithstanding, CONSULTANT shall have no legal responsibility or liability for any and all pre-existing contamination. "Pre-existing contamination" is any hazardous or toxic substance present at the site or sites concerned which was not brought onto such site or sites by CONSULTANT. CLIENT agrees to release CONSULTANT from and against any and all liability to the CLIENT which may in any manner arise in any way directly or indirectly caused by such pre-existing contamination except if such liability arises from CONSULTANT's sole negligence or willful misconduct.

CLIENT shall, at CLIENT's sole expense and risk, arrange for handling, storage, transportation, treatment and delivery for disposal of pre-existing contamination. CLIENT shall be solely responsible for obtaining a disposal site for such material. CLIENT shall look to the disposal facility and/or transporter for any responsibility or liability arising from improper disposal or transportation of such waste. CONSULTANT shall not have or exert any control over CLIENT in CLIENT's obligations or responsibilities as a generator in the storage, transportation, treatment or disposal of any pre-existing contamination. CLIENT shall complete and execute any governmentally required forms relating to regulated activities including, but not limited to generation, storage, handling, treatment, transportation, or disposal of pre-existing contamination.

For CONSULTANT's Services requiring drilling, boring, excavation or soils sampling, CLIENT shall approve selection of the contractors to perform such services, all site locations, and provide CONSULTANT with all necessary information regarding the presence of underground hazards, utilities, structures and conditions at the site.

### XII. DISPUTE RESOLUTION

If a dispute arises out of, or relates to, the breach of this Agreement and if the dispute cannot be settled through negotiation, then the CONSULTANT and the CLIENT agree to submit the dispute to mediation. In the event CONSULTANT or the CLIENT desires to mediate any dispute, that party shall notify the other party in writing of the dispute desired to be mediated. If the parties are unable to resolve their differences within 10 days of the receipt of such notice, such dispute shall be submitted for mediation in accordance with the procedures and rules of the American Arbitration Association (or any successor organization) then in effect. The deadline for submitting the dispute to mediation can be changed if the parties mutually agree in writing to extend the time between receipt of notice and submission to mediation. The expenses of the mediator shall be shared 50 percent by CONSULTANT and 50 percent by the CLIENT. This requirement to seek mediation shall be a condition required before filing an action at law or in equity. However, prior to or during the negotiations or the mediation either party may initiate litigation that would otherwise be barred by a statute of limitations, and



CONSULTANT may pursue any property liens or other rights it may have to obtain security for the payment of its invoices.

This Agreement shall be governed by the laws of the State of Iowa and any action at law or other judicial proceeding arising from this Agreement shall be instituted in Black Hawk County District Court, Waterloo, Iowa.

**XIII. MISCELLANEOUS**

- (a) This Agreement constitutes the entire agreement between the parties hereto and supersedes any oral or written representations, understandings, proposals, or communications heretofore entered into by or on account of the parties and may not be changed, modified, or amended except in writing signed by the parties hereto. In the event of any conflict between this contract document and any of the exhibits hereto, the terms and conditions of Exhibit C shall control. In the event of any conflict among the exhibits, Exhibit C shall control.
- (b) This Agreement shall be governed by the laws of the State of Iowa.
- (c) CONSULTANT may subcontract any portion of the Services to a subcontractor approved by CLIENT. In no case shall CLIENT's approval of any subcontract relieve CONSULTANT of any of its obligations under this Agreement.
- (d) In the event CLIENT uses a purchase order form to administer this Agreement, the use of such form shall be for convenience purposes only, and any typed provision in conflict with the terms of this Agreement and all preprinted terms and conditions contained in or on such forms shall be deemed stricken and null and void.
- (e) This Agreement gives no rights or benefits to anyone other than CLIENT and CONSULTANT and does not create any third party beneficiaries to the Agreement.
- (f) Except as may be explicitly set forth above, nothing contained in this Agreement or its exhibits limits the rights and remedies, including remedies related to damages, of either party that are available to either party under the law.

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

**APPROVED FOR CLIENT**

**APPROVED FOR CONSULTANT**

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

By: Patrick P. Kueter

Printed Name: James P. Brown

Printed Name: Patrick P. Kueter, PE

Title: Mayor of Cedar Falls

Title: Client Director

Date: \_\_\_\_\_

Date: July 10, 2018

# Item E.2.m.

## Exhibit A – Scope of Services

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### Henry Property Traffic Impact Study Peer Review Cedar Falls, Iowa City Project Number EN-289-3167

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The CONSULTANT shall consult on a regular basis with the City to clarify and define the City's requirements for the Project and review available data. The City agrees to furnish to the Consultant full information with respect to the City's requirements, including any special or extraordinary considerations for the Project or special services needed, and also to make available pertinent existing data. The project is generally described as follows:

Perform a traffic impact study (TIS) peer review of the proposed Henry Property Development located in the northwest corner of Hwy 20 and Hwy 58 interchange and south of W. Ridgeway Avenue development.

This scope of services is based on the following project assumptions:

- The developer will complete and provide electronic copies of the traffic impact study based on the direction from the City.
- Development of independent traffic models will not be required to complete peer review.
- Intersection geometry will be reviewed for general layout requirements and order of magnitude impacts. No detailed design will be included.
- Estimated effort is for review of the initial traffic impact study. If the City desires additional review of updated traffic impact study, the CONSULTANT will submit estimated effort and the City will provide written notice to proceed prior to commencing.

The scope of services to be performed by the Consultant shall be completed in accordance with generally accepted standards of practice and shall include the services to complete the following tasks:

### **TASK A - Basic Services of the Engineer:**

#### **1.0 TRAFFIC IMPACT PEER REVIEW**

It is anticipated the following information will be contained in the proposed TIS by the developer. The CONSULTANT will review the information and make recommendation of the reasonability of the assumptions and analysis results:

- Traffic Data Collection
- Traffic Impact Study
  - Study Description Area
  - Proposed Land Use
  - Forecast year
  - Analysis Period
  - Data Collection
  - ITE Trip Generation
  - Trip Distribution and Assignment
  - Capacity Analysis
  - Intersection Analysis
  - Proposed Geometrics
  - Right-of-Way Access
  - Crash and Traffic Safety Analysis
  - Design and Mitigation
  - Conclusions
  - Recommendations

The CONSULTANT's review of Traffic Impact Study will be documented in a memorandum and distributed to the City for comment. The CONSULTANT will schedule a conference call to explain the findings and answer any questions the City will have. It is assumed that no public meetings or presentation to council will be required.

**ADDITIONAL SERVICES NOT INCLUDED IN THIS AGREEMENT**

Additional Services not included as part of the Scope. If authorized under a supplemental agreement, the CONSULTANT shall furnish or obtain from others the following services:

1. Public Involvement
2. Functional Design Services
3. Preliminary Design Services
4. Final Design Services
5. Estimating Services
6. Construction Period Services

**PROJECT DELIVERABLES**

The scope of services shall be considered complete upon completion and delivery of the following items to the satisfaction of the City Engineer:

- Three (3) copies of the Traffic Impact Study Peer Review Memorandum.

# Item E.2.m.

Foth Infrastructure & Environment, LLC  
Project No. 18C003.00

Henry Property Traffic Impact Study Peer Review  
Cedar Falls, Iowa  
City Project Number EN-289-3167

## Exhibit A - Schedule

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### Henry Property Traffic Impact Study Peer Review Cedar Falls, Iowa City Project Number EN-289-3167

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The CONSULTANT shall complete the following phases of the Project in accordance with the schedule shown, assuming notice to proceed is issued by the City on or before July 17, 2019.

Consultant Contract Approval	July 16, 2018
Developers TIS Submittal	July 23, 2018
TIS Peer Review	2 weeks from submittal of TIS

If notice to proceed is given at a later date, time of completion shall be extended accordingly.

**Exhibit B**

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***Henry Property Traffic Impact Peer Review***  
**Cedar Falls, Iowa**  
**City Project Number: EN-289-3167**

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Original 12/13/11  
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.

## Item E.2.m.

5. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Cedar Falls. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
6. Failure of the Contractor to maintain the required insurance shall constitute a default under this Contract, and at City's option, shall allow City to terminate this Contract for cause and/or purchase said insurance at Contractor's expense.
7. Contractor shall be required to carry the following minimum coverage/limits or greater, if required by law or other legal agreement; as per Exhibit 1:
  - This coverage shall be written on an occurrence, not claims made form. All deviations or exclusions from the standard ISO commercial general liability form CG 001 shall be clearly identified and shall be subject to the review and approval of the City.
  - Contractor shall maintain ongoing CGL coverage for at least 2 years following substantial completion of the Work to cover liability arising from the products-completed operations hazard and liability assumed under an insured contract.
  - Governmental Immunity endorsement identical or equivalent to form attached.
  - Additional Insured Requirement – See Exhibit 1.  
The City of Cedar Falls, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers shall be named as an additional insured on General Liability Policies for all classes of contractors.

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

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

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

8. **Errors & Omissions:** If the contract's scope of services includes design work or other professional services, then Contractor shall maintain insurance coverage for errors, omissions and other wrongful acts or omissions (except for intentional acts or omissions), arising out of the professional services performed by Contractor. Contractor shall maintain continuous Errors & Omissions coverage for a period commencing no later than the date of the contract, and continuing for a period of no less than 2 years from the date of completion of all work completed or services performed under the contract. The limit of liability shall not be less than \$1,000,000.
9. **Separation of Insured's Provision:** If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.
10. **Limits:** By requiring the insurance as set out in this Contract, City does not represent that coverage and limits will necessarily be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities provided to City in this Contract. The City will have the right at any time to require liability insurance greater than that otherwise specified in Exhibit 1. If required, the additional premium or premiums payable shall be added to the bid price.
11. **Indemnification (Hold Harmless) Provision:** To the fullest extent permitted by law, the Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, agents and volunteers working on behalf of the City of Cedar Falls, Iowa against any and all claims, demands, suits or loss, including any and all outlay and expense connected therewith, and for damages which may be asserted, claimed or recovered against or from the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, agents and volunteers working on behalf of the City of Cedar Falls, Iowa, including, but not limited to, damages arising by reason of personal injury, including bodily injury or death, and property damages, which arises out of or is in any way connected or associated with the work and/or services provided by the Contractor to the City of Cedar Falls, Iowa pursuant to the provisions of this contract to the extent arising out of the errors, omissions or negligent acts of the Contractor, its agents, employees, subcontractors or others working on behalf of the Contractor. It is the intention of the parties that the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, agents and volunteers working on behalf of the City of Cedar Falls, Iowa shall not be liable or in any way responsible for the injury, damage, liability, loss or expense incurred by the Contractor, its officers, employees, subcontractors, and others affiliated with the Contractor due to accidents, mishaps, misconduct, negligence or injuries either in person or property resulting from the work and/or services performed by the

## Item E.2.m.

Henry Property Traffic Impact Study Peer Review

Cedar Falls, Iowa

City Project No. EN-289-3167

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, 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)
- 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

## Item E.2.m.

Henry Property Traffic Impact Study Peer Review

Cedar Falls, Iowa

City Project No. EN-289-3167

### **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.

**Item E.2.m.**



**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

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

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Your Insurance Agency 123 Main Street Anytown, IA 00000	CONTACT NAME: PHONE (A/C, No., Ext.):      FAX (A/C, No.): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:													
	<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 :														
INSURED  Business Name 123 Main Street Anytown, IA 0000														

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

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

CERTIFICATE HOLDER  City of Cedar Falls 220 Clay Street Cedar Falls, IA 50613	CANCELLATION  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE
---	---

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>
<b>Location(s) Of Covered Operations</b>
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:

## Item E.2.m.

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.**

# Item E.2.m.

Foth Infrastructure and Environment, LLC  
Project No. 18C003.00

Henry Property Traffic Impact Study Peer Review  
Cedar Falls, Iowa  
City Project No. EN-289-3167

## Exhibit C

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### Henry Property Traffic Impact Study Peer Review Cedar Falls, Iowa City Project Number EN-289-3167

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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, Attachment A.

16. No waiver of the City's subrogation rights against the Contractor or any other party shall conflict with the provisions of the City Insurance Requirements, Attachment A.

17. **Limitations Period.** There shall be no limitation, except as provided for by Iowa law, on the period of time within which the City may make any claim against the Contractor or other party under the provisions of this Contract.

18. This Contract shall not be binding on the City unless and until approved by the City Council of the City at a duly constituted meeting, and signed by the Mayor and City Clerk of the City.

## Item E.2.m.

Foth Infrastructure and Environment, LLC  
Project No. 18C003.00

Henry Property Traffic Impact Study Peer Review  
Cedar Falls, Iowa  
City Project No. EN-289-3167

19. Warranties. Contractor represents and warrants that all services furnished to the City under this Contract shall be furnished in a skilled and workmanlike manner, in accordance with the degree of skill and care that is required by current, good and sound practices applicable to the Contractor's industry or profession, and as otherwise required by applicable law.

20. Force Majeure. Neither party to this Contract shall be liable to the other party for delays in performing the services, or for the direct or indirect cost resulting from such delays, that may result from acts of God, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party. Each party will take reasonable steps to mitigate the impact of any force majeure.



**DEPARTMENT OF COMMUNITY DEVELOPMENT**

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

**MEMORANDUM**  
*Engineering Division*

**TO:** Honorable Mayor James P. Brown and City Council

**FROM:** Chase Schrage, CIP Projects Supervisor

**DATE:** July 11, 2018

**SUBJECT:** Professional Services Agreement, Clapsaddle –Garber Associates  
Center Street Recreational Trail  
Supplemental Agreement No. 1  
City Project No. RT-000-3107

Please find attached Supplemental Agreement No. 1 to the Professional Services Agreement between the City of Cedar Falls and Clapsaddle-Garber Associates. for the Center Street Recreational Trail Project. This supplemental agreement continues with additional engineering services for redesigning the trail and alignment, associated traffic signal modifications, and construction staking.

The City of Cedar Falls entered into a Professional Services Agreement with Clapsaddle-Garber Associates Inc. for design related services for the Center Street Recreational Trail on November 21, 2016. Funding for the proposed redesign work will be provided by GO Bonds in the amount of \$15,600.

The Department of Community Development requests your consideration and approval of this Supplemental Agreement No. 1 with Clapsaddle-Garber Associates Inc. for the Center Street Recreational Trail Project.

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

xc: Stephanie Houk Sheetz, Director of Community Development  
Jon Resler, PE, City Engineer





**DEPARTMENT OF COMMUNITY DEVELOPMENT**

City of Cedar Falls  
220 Clay Street  
Cedar Falls, Iowa 50613  
www.cedarfalls.com

*Administration Division ♦ Community Services Division ♦ Planning Division  
Phone: 319-273-8606 Fax: 319-273-8610*

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

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**SUPPLEMENTAL AGREEMENT NO. 1**

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**Center Street Improvements Project  
Cedar Falls, Iowa  
City Project Number RT-000-3107**

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**WHEREAS**, a Professional Services Agreement was entered into by the City of Cedar Falls, Iowa (Client), and Clapsaddle-Garber Associates (Consultant), of Marshalltown, Iowa, dated November 21, 2016 for Center Street Improvements Project; and

WHEREAS, the Client and Consultant desire to amend the previous agreement to increase the original not to exceed amounts of the Professional Services Agreement outlined above,

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

**I. SCOPE OF SERVICES**

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

- A. Re-Design of trail alignment due to CFU electing not to relocate power poles from Cottage Row Rd. to Longview Street. Estimated additional design time beyond original estimate is 8 hours, not including expenses.
- B. Design of traffic signal modification at Green Avenue. Estimated additional design time beyond original estimate is 55 hours, not including expenses.
- C. Staking proposed right of way points as requested by the city. Estimated additional staking time beyond original estimate is 8 hours, not including expenses.
- D. Construction Staking, which includes the following:
  - a. Providing a grading model and project control to the contractor (Traditional grading stakes not included).
  - b. Provide offset stakes for the 10 foot trail and ADA turning squares (Offset on West side of trail only)
  - c. Provide offset stakes for proposed storm intakes and subdrain cleanouts.
  - d. Provide Locations for Pedestrian Poles noted on sheet N.4
  - e. Water main and other utility relocation staking is not included.

# Item E.2.n.

Clapsaddle-Garber Associates  
Project No. 1656

Center Street Improvements Project  
Cedar Falls, Iowa

- E. All other services listed in the Scope of Service shall be provided as originally presented in the Professional Services Agreement dated November 21, 2016.

## II. COMPENSATION

Compensation for the Services shall be on an hourly basis in accordance with the hourly fees and other direct expenses in effect at the time the services are performed.

- A. Total compensation for re-design of trail alignment is an increase in the not to exceed fee of Four Hundred Dollars (\$400.00).
- B. Total compensation for the traffic signal modification is an increase in the not to exceed fee of Four Thousand Five Hundred Dollars (\$4,500.00).
- C. Total compensation for staking proposed right of way is an increase in the not to exceed fee of Seven Hundred Dollars (\$700.00).
- D. Total Compensation for Construction Staking is an additional fixed fee of Ten Thousand Dollars (\$10,000.00).

- III. In all other aspects, the obligations of the Client and Consultant shall remain as specified in the Professional Services Agreement dated November 21, 2016.

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

### APPROVED FOR CLIENT

### APPROVED FOR CONSULTANT.

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

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

Printed Name: \_\_\_\_\_

Printed Name:           Matt D. Garber          

Title: \_\_\_\_\_

Title:                           President                          

Date: \_\_\_\_\_

Date:           7/2/2018



**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](http://www.cedarfalls.com)

**INTEROFFICE MEMORANDUM**

*Planning & Community Services Division*

**TO:** Honorable Mayor James P. Brown and City Council  
**FROM:** Shane Graham, Planner II  
**DATE:** July 11, 2018  
**SUBJECT:** Approval of Amendment Number One to the Project Subaward Agreement for the Northern Cedar Falls Flood Buyout Program

On August 7, 2017 City Council approved a grant agreement between Iowa Homeland Security and Emergency Management and the City of Cedar Falls for the Cedar Falls Property Acquisition and Demolition Project. The funding that was approved as part of the agreement allowed the City to acquire 13 properties. The original completion date of the project was June 30, 2018. However, after the acquisitions were completed and the structures were removed from the properties, it was realized that the project costs were coming in less than what was budgeted. Due to this cost under-run, there would appear to be funds available to activate the one remaining property on the City's alternate property list (two other properties on the alternate list declined to participate). Staff checked with Iowa Homeland Security and Emergency Management, who indicated that the activity completion timeframe could be extended in order to acquire this additional property.

Attached is Amendment Number One to the Project Subaward Agreement between Iowa Homeland Security and Emergency Management and the City of Cedar Falls. The activity completion timeframe has been extended from June 30, 2018 to January 31, 2019. This will give the City the time needed to acquire the property, and complete the necessary asbestos testing/abatement procedures, along with the removal of the structures from the property.

The Department of Community Development recommends that the City Council adopt a resolution approving Amendment Number One to the Project Subaward Agreement between Iowa Homeland Security and Emergency Management and the City of Cedar Falls. If you have any questions, please contact the Community Development Department.

xc: Stephanie Houk Sheetz, Director of Community Development  
Jennifer Rodenbeck, Director of Finance and Business Operations  
Karen Howard, Planning & Community Services Manager





**Amendment Number One**

**PROJECT SUBAWARD AGREEMENT  
Between  
Iowa Homeland Security and Emergency Management Department  
And  
City of Cedar Falls**

**GRANT AGREEMENT NO: DR-4289-0005-01**

**PROJECT TITLE: Cedar Falls Property Acquisition and Demolition Project**

This is Amendment Number One to the above-referenced Project Subaward Agreement (AGREEMENT) between Iowa Homeland Security and Emergency Management Department (HSEMD) and City of Cedar Falls. The original SUBAWARD AGREEMENT was executed on 8/21/2017.

**Page 4, paragraph 2, I. ACTIVITY COMPLETION TIMEFRAME**, of the said AGREEMENT is amended to read:

The approved Activity Completion Timeframe for this subaward is from *3/10/2016 through 1/31/2019*. All work must be completed prior to the Activity Completion Timeframe ending date. The SUBRECIPIENT shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the expiration date of the Activity Completion Timeframe.

All other paragraphs in said AGREEMENT remain unchanged.

IN WITNESS WHEREOF, HSEMD, the SUBRECIPIENT, and the AUTHORIZED REPRESENTATIVE have executed this AGREEMENT by the signatures of authorized persons of the entities and on the date indicated below:

Iowa Homeland Security and  
Emergency Management Department:

City of Cedar Falls:

\_\_\_\_\_  
Dennis Harper  
Alternate GAR

\_\_\_\_\_  
James P. Brown  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
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](http://www.cedarfalls.com)

**INTEROFFICE MEMORANDUM**

*Planning & Community Services Division*

**TO:** Honorable Mayor James P. Brown and City Council  
**FROM:** Shane Graham, Planner II  
**DATE:** July 11, 2018  
**SUBJECT:** Approval of Property Purchase Offer for the Northern Cedar Falls Flood Buyout Program, Project No. FL-000-2017

On August 7, 2017 City Council approved a grant agreement between Iowa Homeland Security and Emergency Management and the City of Cedar Falls for the Cedar Falls Property Acquisition and Demolition Project. The funding that was approved as part of the agreement allowed the City to acquire 13 properties. After the acquisitions were completed and the structures removed from the properties, it was realized that the project costs were coming in less than what was budgeted. Due to this cost under-run, there would appear to be funds available to activate the one remaining property on the City's alternate property list (two other properties on the alternate list declined to participate). Staff recently sent a purchase offer to the owners of the property, and we have now received the signed purchase offer back.

The property that has submitted their purchase offer is as follows:

1. 2703 Timothy Street – Owners Craig and Kathleen Olmstead (\$120,000)

The total purchase offer listed above is the appraised value as approved by FEMA in the City's grant application.

Once the City approves the Purchase Offer, staff will begin the closing process on the property. Once the City takes over possession of the property, the necessary steps will be taken to remove the structures from the property. Completion of this buyout and the overall flood buyout program would be January 31, 2019.

The Department of Community Development recommends that the City Council adopt a resolution approving the Purchase Offer for the property indicated above. If you have any questions, please contact the Community Development Department.

xc: Stephanie Houk Sheetz, Director of Community Development  
Jennifer Rodenbeck, Director of Finance and Business Operations  
Karen Howard, Planning & Community Services Manager



**PURCHASE OFFER  
VOLUNTARY PROPERTY ACQUISITION PROGRAM  
CONDITIONAL OFFER TO BUY  
REAL PROPERTY AND ACCEPTANCE**

TO: Craig and Kathleen Olmstead, herein designated as "Sellers".

Cedar Falls, a City of the State of Iowa (herein referred to as the "Buyer"), acting pursuant to the terms of the grant agreement with Iowa Homeland Security and Emergency Management Division in administering its Voluntary Property Acquisition Project does hereby offer to buy all the Seller's right, title, and interest in the real and personal property located at the following address and legally described real estate:

*Lot No. 13 in Block 2 in Hillside Acres, Cedar Falls, Black Hawk County, Iowa.*

More commonly known as: 2703 Timothy Street, Cedar Falls, IA 50613

together with all the Seller's right, title, and interest in all fixtures, buildings, and improvements located on the above-described real estate, free and clear of all liens, encumbrances, reservations, exceptions, and modifications. The entirety of the above described property being conveyed shall hereinafter be referred to as the "Property". The Property shall be conveyed without U.C.C. liens. For the purposes of this document, said fixtures include all personal property that integrally belongs to, or is part of, the above-described real estate, whether attached or detached, such as light fixtures (including fluorescence tubes, but not mazda bulbs), awnings, storm windows, storm doors, storm sashes, screens, attached linoleum, plumbing fixtures, water heaters, water softeners, automatic heating equipment, air conditioning equipment (other than window type), door chimes, built-in items, and electrical service cable, fencing, gates and other attached fixtures, trees, bushes, shrubs and plants (unless specifically exempted).

**Conditions:**

This offer to buy is based on two conditions:

1. Procurement of federal and match funding,
2. Positive abstract finding from the Buyer's legal counsel.

## Item E.2.p.

In consideration of the covenants and obligations contained herein, the parties agree as follows:

1. **Purchase Price.** Buyer offers to purchase all the Seller's right, title, and interest in the Property for \$120,000, payable at Closing, which sums shall be reduced by any amounts paid by Buyer or others on behalf of, or to the Seller, for the purposes set forth in paragraph 7A. The Seller shall receive no other compensation from Buyer for the Seller's right, title, and interest in the Property.
2. **Abstract and Title.** Seller shall promptly deliver to Buyer a copy of the abstract of title for the Property, prepared pursuant to *Iowa Code* Sections 614.29 through 614.38, Iowa Land Association Abstracting Standards, and Iowa Land Title Examination Standards of the Iowa State Bar Association. The abstract shall begin with the government patent to the Property and show merchantable title in Seller. In the event that the Seller is unable to deliver an existing abstract to Buyer, the costs of creating a new 40-year abstract shall be paid by the Seller. The land will be permanently deed restricted with the Buyer acquiring all development rights to said land.

The Seller shall pay all costs required to perfect its title to the Property and shall pay the costs of any additional abstracting and/or title work due to acts or omissions of the Seller, including transfers or death of Seller or assigns.

3. **Closing Date.** On or before 90 days after the date of the signing of this document, or at such date as the parties may mutually agree (the "Closing Date"), the Seller shall have completed its obligations under paragraph 2 and paragraph 6.
4. **Possession.** On and after the Closing Date, Buyer shall be entitled to immediate possession of the Property.
5. **Inspection of the Property.** Buyer, at its expense, shall have the right to conduct such investigations, inspections, and inventories of the Property as it deems reasonable or necessary prior to closing. The Seller hereby grants Buyer, its officers, agents, employees, and independent contractors, the right to enter upon the Property at reasonable times, upon reasonable notice (oral or written), from time-to-time after the date of this Offer for the purposes of investigating, inspecting, and performing inventories of the Property, and for other purposes and inventories by Buyer, regardless of the outcome thereof, shall not affect Seller's representation or warranties set forth in paragraph 17.
6. **Removal of Personal Property and Debris.** Prior to the Closing Date, Seller at its own expense shall remove all personal belongings, equipment and debris from the Property, including but not limited to vehicles, vehicle parts, appliances, storage containers, household cleaners and solvents, construction materials,

firewood, etc. After the purchase price is paid in full to the Sellers, the Buyer shall immediately remove all personal property (including the home) from the real estate and grade the lot to the quality of a lot in the same shape as ready to build a new home thereon.

7. **Application of Purchase Price, Deductions for Flood Assistance Received.**

- A. Prior to disbursing payments to the Seller, Buyer may use a portion of the Purchase Price to satisfy the Seller's obligations under this document to remove personal belongings and debris, and to pay taxes, assessments, liens, acquisition of other parties' outstanding interest in the Property, abstracting, recording fees, and other costs incidental to the conveyance by Seller of merchantable title to Buyer.
- B. Seller acknowledges that this voluntary acquisition is made pursuant to a program funded by the Federal Emergency Management Agency (FEMA) and U.S. Department of Housing and Urban Development (HUD). In order to prevent the duplication of Federal Assistance made to flood disaster victims, HUD and FEMA require that certain types of assistance received by the Seller from State, Federal, and private sources for flood-related damage be deducted in determining the Purchase Price.

9. **Insurance.** Seller shall maintain and keep in force and effect all existing property and liability insurance until termination of occupancy.

10. **Status Quo Maintained.** The Property shall be preserved in its present condition and Seller shall deliver it intact at the time possession is given to Buyer. All risk of loss or damage to the Property is the Seller's until Buyer takes possession. Prior to possession by Buyer, Seller shall promptly give written notice to Buyer of any loss or damage to the Property. In the event of loss, damage, or destruction of all or part of the Property, Buyer shall have the option to terminate this Agreement effective immediately. However, in the case of loss, Buyer shall have the option to either (1) take possession of the Property and accept an assignment of all Seller's right, title, and interest in and to any claim Seller has under the insurance policies covering the Property; or (2) terminate this Agreement effective immediately.

11. **Utilities.** The Seller shall be responsible for payment of all utility expenses incurred by it or incurred by any other occupants, prior to the termination of occupancy, including without limitation of the foregoing sewer, solid waste, and water charges which may be assessed for collection pursuant to *Iowa Code* Section 384.84.

12. **Taxes.** Seller shall pay all of the taxes on the Property (real and personal) to the date of the Closing, and all unpaid taxes for prior years.

## Item E.2.p.

13. **Special Assessments**. Seller shall pay in full all special assessments on the Property which have been certified to the County Treasurer for collection date before the Closing Date.
14. **Time is of the Essence**. Time is of the essence of this agreement.
15. **Leases**. Seller represents and warrants to Buyer that there are no leases, tenancies, or other rights of occupancy for use for any portion of the Property. The foregoing representation and warranty shall survive Closing Date. Seller shall hold harmless and indemnify Buyer for and against any claims which may arise or be based upon any alleged leasehold interest, tenancy, or other right of occupancy or use for any portion for the Property.
16. **Approval of Court**. If the Property is an asset of any estate, trust or guardianship, this document shall be subject to Court approval prior to payment of Purchase price, unless declared unnecessary by Buyer's legal department. If Court approval is necessary, the appropriate fiduciary shall proceed promptly and diligently to bring the matter on for hearing to enable the issuance of a Courts Officer's Deed.
17. **Environmental Matters**. The Seller hereby represents and warrants to Buyer that:
  - A. Environmental Representations and Warranties:
    - 1) There are not abandoned wells, agricultural drainage wells, solid waste disposal sites, or underground storage tanks (as defined in *Iowa Code*, Chapter 455B) located in or about the Property;
    - 2) There is, and has been, no hazardous waste stored, generated, treated, transported, installed, dumped, handled or placed in, on, or about the Property;
    - 3) At no time has any Federal or State hazardous waste clean-up funds been expended with respect to any of the Property;
    - 4) There has never been any solid waste disposal site or underground storage tank located in, or about the Property, nor has there been any releases from an underground storage tank on real property contiguous to the Property which has resulted in any hazardous substance coming in contact with the Property.
    - 5) The Seller has not received any directive, citation, notice, letter, or other communication, whether written or oral, from the Environmental



Protection Agency, the Iowa Department of Natural Resources, any other governmental agency with authority under any Environmental Laws, or any other person or entity regarding the release, disposal, discharge, or presence of any hazardous waste on the Property, or any violation of any Environmental Laws; and

- 6) To the best of the Seller's knowledge, neither the Property, nor the real property contiguous to the Property, nor the predecessors in title to the Property, are in violation of, or subject to, any existing, pending, or threatened investigation or inquiry by any governmental authority or to any removal or remedial obligations under any Environmental Laws.

The foregoing representations and warranties, and the environmental indemnifications set forth in the following subparagraph B, shall survive the Closing. In addition, the foregoing representations and warranties and the indemnifications provisions in this Offer to Buy shall not be affected by any study, investigation, or inspection of the Property by Buyer or the agents for Buyer.

**B. Environmental Indemnification**

The Seller agrees to indemnify and hold harmless Buyer from and against any and all claims, demands, fines, penalties, causes of action, losses, damage, liabilities, expenses, and costs (including court costs and reasonable attorney's fees, which may include the value of services provided by Buyer's legal department, incurred by Buyer to enforce this provision), asserted against or incurred by Buyer by reason of or arising out of the breach of any representation or warranty of the Seller set forth above.

**C. Additional Environmental Provisions**

The Seller shall not store, generate, treat, transport, install, dump, handle, or place in, on, or about any portion of the Property any hazardous waste or hazardous substance. If the Seller receives any notice from any governmental authority or any other party regarding the release or presence of any hazardous waste or hazardous substance on any portion of the Property, the Seller shall immediately notify Buyer of such fact. In addition, Buyer or its agents shall have the right to enter upon the Property at any time to perform additional environmental studies. If at any time Buyer in its sole and irrevocable discretion determines that hazardous waste or hazardous substances are present on any portion of the Property, Buyer may terminate this offer to buy effective immediately.

18. **Contract Binding on Successors in Interest.** This document shall apply to and bind the heirs, executors, administrators, partners, assigns, and successors

## Item E.2.p.

in interest of the respective parties.

19. **Intention of Use of Words and Phrases.** Words and phrases contained herein, including the acknowledgment clause, shall be construed as in the singular and plural number, and as masculine, feminine, or neuter gender, according to the context.
20. **Voluntary Acquisition.** The Seller, as owner of the Property which has been damaged as result of flooding which has been declared a Presidentially-Declared disaster, acknowledges that Buyer has presented this Offer for the Property pursuant to Buyer's Voluntary Acquisition Program and the Seller's acceptance of this Offer is a voluntary acquisition. Seller is under no duress or coercive action by Buyer to accept this offer and Buyer will not pursue acquisition of this Property by eminent domain or other means if the Seller declines to accept this Offer. The Seller further acknowledges that if it accepts this Offer, it will be necessary to move permanently from the Property.
21. **Offer.** This Offer shall become null and void unless accepted by the Seller on, or before July 13, 2018.

Official Buyer Approval:

The foregoing contract was approved and authorized by the City of Cedar Falls on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By: \_\_\_\_\_  
James P. Brown, Mayor

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

This Offer is presented to the Seller on this 11th day of June, 2018.

By: Jennifer Pulenbeum  
Authorized Representative

The foregoing Offer is accepted by the undersigned Seller(s) this 18th day of June, 2018.

By: Craig A. Olmstead  
Seller

By: Kathleen Olmstead  
Seller's Spouse/Partner





**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, Planner I  
**DATE:** July 10, 2018  
**SUBJECT:** Rental to Single Family Owner Conversion Incentive Program: 1122 Clay 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.

1122 Clay Street was purchased by Aidan Brock and Alison Jaynes on June 14, 2018. The owner has submitted an application, attached, to be considered for the Rental to Single Family Owner Conversion Incentive Program. The property meets the requirements for the program: has been a rental for at least the past three years (since February 2005), is located in the R-2 zoning district, falls within the program's geographical boundaries, and is in a block with less than 75% rentals. Additionally, the property passed the required major systems evaluation conducted by the Cedar Falls Building Division on July 9th, 2018.

Aidan Brock and Alison Jaynes are proposing to upgrade all the windows and storm doors at 1122 Clay Street. Based on the submitted bid by Kelly Construction Services the actual cost of the improvements listed is \$17,418.00.

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.

If you have any questions, please contact the Community Development Department.

Xc: Stephanie Sheetz, Community Development Director  
Karen Howard, Planning & Community Services Manager

# Item E.2.q.

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: 1122 Clay Street  
and legally described as R P SPEERS ADDITION LOT 7 BLK 5

(hereinafter the "Rehabilitated Property").

WHEREAS, the City of Cedar Falls, Iowa, has advanced certain sums to the following owner or owners: Aidan Brock and Alison Jaynes (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 13<sup>th</sup> and 24<sup>th</sup> 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 25<sup>th</sup> and 36<sup>th</sup> 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 37<sup>th</sup> and 48<sup>th</sup> 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 49<sup>th</sup> and 60<sup>th</sup> 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.

\_\_\_\_\_  
Aidan Brock  
 OWNER

\_\_\_\_\_  
Alison Jaynes  
 OWNER

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

This instrument was acknowledged before me on the \_\_\_ day of \_\_\_\_\_, 2018, by Aidan Brock and Alison Jaynes.

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

**Item E.2.q.**



**DEPARTMENT OF COMMUNITY DEVELOPMENT  
RENTAL TO SINGLE FAMILY OWNER CONVERSION INCENTIVE PROGRAM  
APPLICATION**

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

Property's Address: 1122 Clay Street

Property Zoning (circle one): R1, **(R2)**, Other

Name of Applicant: Aidan Brock & Allison Jaynes

Applicant's Email: aidan.brock2009@gmail.com Daytime Phone #: (319) 290-5724  
jayneaaa@vni.edu Daytime Phone #: (319) 939-0258

Current Deed Holder or Contract Buyer: Christine S. Streed Trvst

Mailing Address of Owner (if different than above): 1117 Clay Street

Owner's Email: critstreed@cfv.net Daytime Phone #: (319) 268-1251

Nature of improvements (specify): replacement of 28 windows, install seamless gutters/downspouts/gutter guards, int install 2 new storm doors

Estimated or Actual Cost of Improvements: \$27,600.00

Proposed Start Date: 07/15/18 Estimated or Actual Date of Completion: 08/15/18

Lender: Veridian Credit Union Daytime Phone #: (319) 274-7591

Lender Address: 3621 Cedar Heights Drive

Applicants Signature: Aidan Brock + Allison Jaynes Date: 06-06-18 06-06-18

Name (Printed): Aidan Brock + Allison J. Jaynes

**FOR CITY USE ONLY**

CITY COUNCIL	Application Approved / Disapproved
	Reason (if disapproved): _____
	Date: _____ Resolution No. _____
	Attested by the City Clerk _____
ASSESSOR	Present Assessed Value of Structure _____
	Assessed Value with Improvements _____
	Eligible or Non-eligible for Tax Abatement _____
	Assessor _____ Date _____



**Project Location**

1122 Clay Street  
Cedar Falls, Iowa 50613

**Project Description**

The project will include the following exterior updates: replacement and installation of approximately 28 windows, replacement and installation of 2 storms doors, replacement and installation of seamless gutters, downspouts, and gutter guards.

The project will be contracted through Kelly Construction Services. Andersen 400 Series windows have been selected for the replacement windows; Andersen 4000 Series Fullview with Dual Pane Insulating Glass have been selected for the replacement storm doors.

**Anticipated Impact**

The anticipated impact on the proposed project benefits our community on many levels. From a personal, neighborhood, or city-wide level, the impacts are substantial.

On a personal level, the project will be the first of many we have planned for our new home, and will help us immediately begin to build equity in our home. As two young professionals, we understand how difficult it can be to save up for home improvements. Also, the improvements will also address safety concerns, as the current windows have weak pulley and locking mechanisms. We feel it is absolutely necessary to have safe windows before inviting family and friends to our home, which includes young children. The grant would allow us to tackle this large concern within a few months of moving in.

On a neighborhood level, these improvements make the community more aesthetically pleasing all while helping to preserve the character of our older neighborhood. Clay Street acts as a central road in our city; from hosting part of the Sturgis Falls parade route to the designated bike lane that takes you to many of our trails along the river, Clay Street should be enjoyable for both pedestrians and cyclists alike. To add, for current homeowners in the neighborhood, reversing the trend from rental properties toward single family dwellings will help preserve property values in our neighborhood.

On a city-wide level, the project allows us to use a local business to make these improvements. If it weren't for the program, we'd likely buy the supplies at a large home-improvement chain store and do the installation ourselves. However, the grant would allow us to support businesses and keep the money in our community. Finally, by increasing the surrounding residential property values in the designated project area, the nearby downtown businesses and commercial property owners should also see an increase in property value.

As the City of Cedar Falls continues to grow southward, we feel like now is the right time to make these improvements. This older part of town is truly a special place and hope that making these improvements will keep this area appealing for future generations of Cedar Falls citizens.



3534 Panther Ln.  
Cedar Falls, IA 50613  
P. 319-277-9355  
F. 319-277-9355

PROPOSAL SUBMITTED TO:

Aidan Brock

DATE:

7/1/18

PROPOSAL #

PROJECT:

Window Replacement

ATTEN:

Aidan

LOCATION:

1122 Clay Street, Cedar Falls, IA 50613

PHONE:

319-290-5724

FAX

E-mail

[aidan.brock2009@gmail.com](mailto:aidan.brock2009@gmail.com)

**The undersigned proposes to furnish all material, labor and necessary equipment to complete the following:  
Install 28 windows and 2 doors.**

**Please Note Certain Qualifications and Exclusions**

1. Purchase 25 Andersen 400 Series Double Hung Pre-finished windows ..... \$12,037.50
2. Install 25 Andersen 400 Series Double Hung Pre-finished windows .....\$2,500
3. Purchase 3 Andersen 400 Series Casement windows ..... \$1,588.95
4. Install 3 Andersen 400 Series Casement windows.....\$300
5. Purchase 2 Andersen storm doors .....\$591.55
6. Install 2 Andersen storm doors.....\$400

FOR THE SUM OF:

**Seventeen Thousand four Hundred and Eighteen Dollars.....\$17,418.00**

ALTERNATES: Install additional gutters and down spouts add \$2500.00

Other Additions:

Payment to be made as follows: **100% upon completion.** This contract may be void if not accepted in 30 days.  
Qualifications and exclusions: Sales Tax Included - No Payment and Performance Bonds Included - No Deck  
Replacement Included - Wet Insulation to be Removed and Replaced on a Time and Materials Basis

**Kelly Construction Services**

Respectfully Submitted By: SHAWN KELLY II

Name/Date: \_\_\_\_\_

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

KELLY CONSTRUCTION SERVICES  
A DIVISION OF BLACK HAWK ROOF CO., INC.

**Gutters/Scuppers/Eavestrough**

- None  
 **Satisfactory**  
 Needs to be cleaned  
 Copper  
 Corners  
 Loose  
 Extension needed  
 Marginal  
 Poor  
 Rusting  
 Downspouts needed  
 Recommend repair/replace  
 Vinyl/Plastic  
 Galvanized/Aluminum Other:  
 Joints  
 Hole in main run  
 No apparent leaks  
 Missing spikes  
 Improperly sloped  
 Satisfactory  
 North  
 South  
 East  
 West  
 N/A

**Comments** Add gutters and downspouts to North side of house. Currently now there are none, add to direct water away from house.

**Photos**



Add downspout and extension here to direct water away from house.



Clean gutters.

**Item E.2.q.**







**Item E.2.q.**







**Item E.2.q.**







**Item E.2.q.**



## PROGRAM ELIGIBILITY REQUIREMENTS

- R1 and R2 zoned properties within the designated area on the boundary map that have been rentals for at least three years. Major household systems must be in good working order. City inspection required.
- Major household systems include electrical, plumbing, HVAC, and general overall property and structure condition. City will not provide funding if there are health or safety concerns with the major systems. (If major systems repairs are included as part of the project and will be financed by the homeowner, the project could be eligible for this program.)

Date of application will be used to prioritize projects unless there are less applications than available funding. The following preferences of project funding will be evaluated for use:

- A. Structures built prior to 1980
  - B. Projects with two or more improvements that provide a larger neighborhood impact
  - C. Projects in blocks with less than 50% rentals
- Improvements must be made on private property and completed within six months of closing. Repayment may be required if improvements have not been completed, have not started, or no significant progress has been made.

**RENTAL TO SINGLE**  
FAMILY OWNER  
CONVERSION INCENTIVE PROGRAM



**MAKING A POSITIVE  
NEIGHBORHOOD IMPACT**



220 Clay Street  
Cedar Falls, Iowa 50613

Ph: (319) 273-8600  
Fax: (319) 268-5126

[www.cedarfalls.com](http://www.cedarfalls.com)

For more information or to obtain an application, please contact the Cedar Falls Community Development Department.



# Item E.2.q.

The City of Cedar Falls has established a new Rental to Single Family Owner Conversion Incentive Program with a goal of promoting balance within certain neighborhoods.

## GENERAL PROGRAM GUIDELINES

- Available to R1 and R2 zoned rental properties within the project area (*see map*)
- City staff will be involved prior to closing and can provide an indication of eligibility
- Post-Closing Program to ensure conversion of property to single-family ownership
- Discretionary program: City has no obligation to fund a request

## SAMPLE EXTERIOR IMPROVEMENTS

- Siding, paint, roof, windows, and gutters
- Landscaping, clearing, cleanup (as part of other improvements)
- Removing areas of broken paving/gravel and replacing with hard surface
- Removal of deteriorated stoops/porches
- Other exterior improvements adding to the overall home and neighborhood character



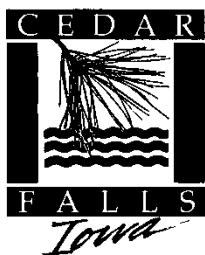
Dotted outline shows the initial project area

## DETAILED PROGRAM COMPONENTS

- Forgivable Loan Program with 20% forgiven each year with prorated payback if sold within five years
- A lien will be placed on the property
- No current income limits or matching fund requirements
- City funds to be used only for exterior improvements that create positive visual neighborhood impacts
- Maximum City funding of \$10,000 per project
- 50% of City funding provided after closing, with approved application and cost estimate for improvements
- Balance paid after project completion, with all project receipts and City inspection

## PROGRAM PROCESS

- Submit application →
- Staff review (including interior and exterior site inspection) →
- Council review and approval →
- Owner closing on rental purchase →
- 50% payment made based on cost estimate →
- Complete approved improvement project (balance of payment 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:** July 11, 2018  
**SUBJECT:** Cedar River Recreational Improvement Project  
 Riverwise Engineering

Please find attached the Supplemental Agreement No. 1 with Riverwise Engineering to complete the design of the Cedar River recreational improvement project. The original agreement with Riverwise was approved by the City Council on September 5, 2017 which included 30% preliminary design and agency coordination for the in-river and riverbank improvements from the upstream side of the Main Street Bridge to the downstream side of the W. 1<sup>st</sup> Street Bridge. This agreement will move the project from preliminary design through agency permitting and final design. A separate supplemental agreement will cover any surveys that may be requested during the permitting process along with the construction inspection and administration phase of the project.

The general scope of services outlined in this supplemental agreement includes the following components:

- Instream Preliminary Design, Floodplain Modeling and Permitting Applications.
  - Completion of a presentation and boards and facilitation of a public open house.
  - Complete preliminary design including plan, profile and section.
  - Cost and quantity estimate.
  - Instream permit applications deliverables to the Iowa DNR Fisheries, Floodplains, and Natural Lands in addition to US Army Corps of Engineers 404 and 408 permit applications.
  - Hydrologic and hydraulic analysis to update the existing HEC-RAS Model of Record.
  - Cofferdam design needed for the project.
  - Construction access and staging design.
  - Additional surveying at Low Dam (Clay Hole) with University of Iowa IHR Hydroscience and Engineering department.
  - Wetland delineation study by Stantec Engineering.
- Riverbank Preliminary and Final Design
  - Riverbank preliminary, final, and construction documents.
  - Riverbank permitting cost and quantity estimates.
- Final Design, Permitting Support and Construction Documents
  - Instream final design construction ready documents

## Item E.2.r.

The funding for this project is identified as riverbank and river safety/whitewater improvements in the Cedar Falls Capital Improvements Program in FY18 and FY22 under item number 33 and 34. This contract is \$169,729.00. These costs come out of the overall dollars available for this project.

The Department of Community Development requests your consideration and approval of the engineering Supplemental Agreement No. 1 with Riverwise Engineering to complete the preliminary design, permitting and final design of the whitewater, safety and riverbank improvements along the Cedar River from the upstream side of the Center Street Bridge to the downstream side of the W. 1<sup>st</sup> Street Bridge.

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

xc: Ron Gaines, City Administrator  
Stephanie Sheetz, Director, Community Development  
Mark Ripplinger, Director, Municipal Operations and Programs  
Kevin Rogers, City Attorney



**DEPARTMENT OF COMMUNITY DEVELOPMENT**

**City of Cedar Falls  
220 Clay Street  
Cedar Falls, Iowa 50613  
www.cedarfalls.com**

*Administration Division ♦ Planning & Community Services Division  
Phone: 319-273-8600 Fax: 319-273-8610*

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

*Water Reclamation Division  
Phone: 319-273-8633 Fax: 319-268-5566*

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**SUPPLEMENTAL AGREEMENT NO. 1**

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**Cedar River Recreational Improvement Project  
Cedar Falls, Iowa  
City Project Number FL-033-3088**

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**WHEREAS**, a Professional Services Agreement was entered into by the City of Cedar Falls, Iowa (CLIENT) and Riverwise Engineering, LLC, (CONSULTANT), PO Box 706, Durango, CO 81301, dated September 5, 2017 for 30% preliminary design, instream and upland (riverbank) drawings, cost estimating, and project reporting as part of the Cedar River Recreational Improvement Project (Agreement); and

**WHEREAS**, the CLIENT and CONSULTANT desire to enter into this Supplemental Agreement No. 1 for 60% preliminary design, permitting, final design and bid letting services.

**NOW THEREFORE**, it is mutually agreed to amend the Agreement to add such design, permitting and services:

**I. SCOPE OF SERVICES**

CONSULTANT shall perform professional Services (the "Services") in connection with the Cedar River Recreational Improvement Project in accordance with the Scope of Services set forth in Exhibit A attached hereto.

**II. COMPENSATION**

Compensation for the above Services will be a direct expense in accordance with Part VI of the original agreement. The fee for these services is One hundred Sixty-Nine Thousand Seven Hundred and Twenty Nine Dollars (\$169,729.00).

**III.** In all other respects, the obligations of the CLIENT and CONSULTANT shall remain as specified in the Professional Services Agreement dated September 5, 2017.

**Item E.2.r.**

**IN WITNESS WHEREOF**, the parties hereto have executed this Supplemental Agreement No. 1 as of the dates shown below:

**CITY OF CEDAR FALLS**

**RIVERWISE ENGINEERING, LLC**

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

By: Shane Sigle

Printed Name: James P. Brown

Name: Shane Sigle

Title: Mayor

Title: Principal

Date: \_\_\_\_\_

Date: 7/3/18

Attest: \_\_\_\_\_



Cedar River Recreational Improvement Project  
Cedar Falls, Iowa  
City Project No. FL-033-3088

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**Exhibit A**

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**Cedar River Recreational Improvement Project  
Cedar Falls, Iowa  
City Project Number FL-033-3088**

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7/3/18

**SCOPE OF SERVICES**

\*\*\* This document outlines the scope of services specific for the Cedar River Recreational Improvement Project. The term "CONSULTANT" as used in this document shall be defined as the design contractor (Riverwise Engineering, LLC) that will be performing work for the City of Cedar Falls under contract, hereinafter, the "CITY", under contract.

**A. Project Description**

The CONSULTANT will assist the CITY in developing 60% preliminary design and final design for the instream and upland improvements of the Cedar River Recreational Improvement Project. This phase will also involve the necessary coordination with state and federal agencies in the permitting process for the selected improvements and bid letting services.

**B. General Scope of Work**

The Scope of Services for this project under this Supplemental Agreement will encompass and include work, services, materials, equipment, personnel and supplies necessary to provide the whitewater survey for the project.

The Scope of Services is further defined as follows:

**Task 1: Instream Preliminary Design, Floodplain Modeling and Permitting Applications.**

- 1.1 Public Open House: includes preparation, coordination with PMT, completion of a presentation and Boards and facilitation of the open house.
- 1.2 Instream Preliminary Design: 60% drawings including plan, profile and section of Phase I Improvements as noted in the Conceptual Design Report Dated May 2018. The plan will incorporate comments, suggestions and agreed upon design. Includes one review and on-going coordination with City staff and stakeholders.
- 1.3 Preliminary Instream Cost and Quality Estimate: Cost estimates suitable for 60% design drawings and permit applications.
- 1.4 Instream Permit Applications: Includes permit applications (no permit fees) for work below the ordinary high water line. Deliverables include permit applications to the Iowa DNR Fisheries, Floodplains, and Natural Lands in addition to US Army Corps of Engineers 404 and 408 permit applications. Does not include

## Item E.2.r.

Cedar River Recreational Improvement Project  
Cedar Falls, Iowa  
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permit applications that may be necessary for work upland of the ordinary high water line.

- 1.5 Hydrologic and Hydraulic Analysis Related to Floodplain: Includes updating the existing HEC-RAS Model of Record to include the existing and proposed infrastructure produced from a 3-D surface. Assumes No-Rise.
- 1.6 Cofferdam Design: Includes design and recommendations to contractor for placement, elevations, and extents of the cofferdams needed for the project.
- 1.7 Construction Access and Staging Design: Assumes access and staging area will occur near upland improvements.
- 1.8 Additional Surveying at Low Dam (Clay Hole): Includes IIHR staff and up to three whitewater specialists on-site at Clay Hole to assist IIHR staff with data collection.
- 1.9 Wetland Delineation: Includes Stantec Engineering (or similar) staff completing a wetlands delineation for Phase I project areas. Does not include additional studies for individual species.
- 1.10 Meetings and Coordination: Includes one agency meeting and five PMT teleconference meetings (formal or informal). Includes City and subconsultant coordination and responses to City requests.
- 1.11 Expenses: Includes office expenses plus presence and presentation during the public open house and one agency meeting.

### Task II: Upland Preliminary and Final Design

- 2.1 Upland Preliminary, Final, and Construction Documents: Design services to include schematic design, design development and structural design.
- 2.2 Upland Permitting, Preliminary Design and Final Design Cost and Quantity Estimates.
- 2.3 Meetings and Coordination: Attendance at public open house and project meetings. Includes City coordination and responses to City requests.
- 2.4 Expenses: Includes office expenses

### Task III: Final Design, Permitting Support and Construction Documents

- 3.1 Instream Final Design Construction Ready Documents: Includes plan, profile, and section drawings. Plan drawings include key elevations required for construction plus relevant dimensions. Profile drawings include existing and proposed elevations. Section drawings include existing and proposed dimensions including key elevations and break points. Deliverables include typical drawings for additional areas, as needed.

Cedar River Recreational Improvement Project  
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- 3.2 Responses: Respond to questions, comments and concerns from federal, state and local permitting agencies including Iowa DNR and US Army Corps of Engineers 404 issues.
- 3.3 Specifications, Structural Specifications and General Notes: Includes final design, specifications for construction of project following applicable standards. Includes general notes, standards, recommendations, and criteria for construction of specific elements of the project.
- 3.4 On-site Meeting: Includes one RWE representative on-site for up to two days to meet with stakeholders, City staff and sub contractors to solve preconstruction problems and concerns.
- 3.5 Expenses: Includes office expenses plus direct expenses associated with two on-site meetings.

C. Project Team

Consultant

Riverwise Engineering, LLC

Scope

Project Management and Lead Designer responsible for coordination with the PMT, subconsultants, and agency staff.

Lead presenter for stakeholder and PMT meetings, Public Open House, and Council presentation.

60% instream design, costing, and reporting for instream improvements included in the Master Plan.

Land and Water Concepts

60% design drafting and costing for instream improvements included in the Master Plan.

AHTS Architects

60% upland design, costing, and reporting for upland improvements included in the Master Plan.

Project coordination and local presence for PMT, stakeholders, permitting and Council requests.

Co-presenter during stakeholder and PMT meetings, Public Open House, and Council presentation.

IIHR

Surveying at Low Dam (Clay Hole)

Stantec Engineering

Wetlands delineation report

## **Item E.2.r.**

Cedar River Recreational Improvement Project  
Cedar Falls, Iowa  
City Project No. FL-033-3088

### **D. Schedule**

Instream and upland preliminary design are anticipated to take three months following contract execution. The Public Open House is planned for the first month, with 60% design, permitting applications, and the wetland delineation occurring during months 2 and 3. The final month will include completion of the hydraulic modeling and permit applications. Task III of the Scope of Services will begin when the permit applications have been reviewed by the appropriate federal, state and local permitting agencies.

### **E. Deliverables**

The scope of services shall be considered to be complete upon completion and delivery of the following items to the satisfaction of the City:

- 60% and final upland and instream drawings submitted in electronic formats including PDF and DWG formats.
- Project reporting and cost estimating submitted in electronic formats including PDF and DOC formats.
- Meeting minutes for agency meeting, Open House, and five PMT meetings submitted in PDF format.
- Additional surveying in comma delimited format.
- Wetland Delineation Report in PDF format.
- Floodplain model in HEC-RAS electronic format.
- Permitting applications in PDF format.

### **F. Additional Services**

No additional services are included at this time. They may be added as extra work by Supplemental Agreement No. 2 when appropriate to the project schedule.

Cedar River Recreational Improvement Project  
Cedar Falls, Iowa  
City Project No. FL-033-3088

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**Exhibit B**

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**Cedar River Recreational Improvement Project  
Cedar Falls, Iowa  
City Project Number FL-033-3088**

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7/3/18

**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.

## Item E.2.r.

Cedar River Recreational Improvement Project  
Cedar Falls, Iowa  
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6. Failure of the Contractor to maintain the required insurance shall constitute a default under this Contract, and at City's option, shall allow City to terminate this Contract for cause and/or purchase said insurance at Contractor's expense.
7. Contractor shall be required to carry the following minimum coverage/limits or greater, if required by law or other legal agreement; as per Exhibit 1:
- This coverage shall be written on an occurrence, not claims made form. All deviations or exclusions from the standard ISO commercial general liability form CG 001 shall be clearly identified and shall be subject to the review and approval of the City.
  - Contractor shall maintain ongoing CGL coverage for at least 2 years following substantial completion of the Work to cover liability arising from the products-completed operations hazard and liability assumed under an insured contract.
  - Governmental Immunity endorsement identical or equivalent to form attached.
  - Additional Insured Requirement – See Exhibit 1.  
The City of Cedar Falls, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers shall be named as an additional insured on General Liability Policies for all classes of contractors.

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

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

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

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

Cedar River Recreational Improvement Project  
Cedar Falls, Iowa  
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coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities provided to City in this Contract. The City will have the right at any time to require liability insurance greater than that otherwise specified in Exhibit 1. If required, the additional premium or premiums payable shall be added to the bid price.

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

The Contractor expressly assumes full responsibility for damages or injuries which may result to any person or property by reason of or in connection with the work and/or services provided by the Contractor to the City of Cedar Falls, Iowa pursuant to this contract to the extent arising out of the errors, omissions or negligent acts of the Contractor, its agents, employees, subcontractors or others working on behalf of the Contractor, and agrees to pay the City of Cedar Falls, Iowa for all damages caused to the City of Cedar Falls, Iowa premises resulting from the work and/or services of the Contractor, its officers, employees, subcontractors, and others affiliated with the Contractor to the extent arising out of such errors, omissions or negligent acts.

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

12. Performance and Payment Bonds: The City shall have the right to require the Contractor to furnish performance and payment bonds for the full amount of the Contract price. The Contractor shall furnish, by a surety and in a form satisfactory to the City, such bonds to the City, prior to the start of Contractor's Work, covering the performance of the Contractor and the payment of all obligations arising hereunder. The Contractor, upon receipt of the bonds and invoice from the surety, shall pay for the cost of said bonds.

## Item E.2.r.

Cedar River Recreational Improvement Project  
Cedar Falls, Iowa  
City Project No. FL-033-3088

Additional bond premium costs due to modifications to the Contract shall be included in the modification amount submitted by Contractor, and paid by Contractor.

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

### 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



Cedar River Recreational Improvement Project  
Cedar Falls, Iowa  
City Project No. FL-033-3088

**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

## Item E.2.r.

Cedar River Recreational Improvement Project  
Cedar Falls, Iowa  
City Project No. FL-033-3088

### **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

Cedar River Recreational Improvement Project  
Cedar Falls, Iowa  
City Project No. FL-033-3088

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.

# Item E.2.r.



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/5/2018

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).

<b>PRODUCER</b> Fenner & Esler 467 Kinderkamack Road P. O. Box 60 Oradell NJ 07649-0060	<b>CONTACT NAME:</b> certa@fenner-esler.com
	<b>PHONE (A.C. No. Ext):</b> (201)262-1200 <b>FAX (A.C. No.):</b> (201)262-7810 <b>E-MAIL ADDRESS:</b>
<b>INSURED</b> Riverwise Engineering, LLC 415 E. 5th Ave. Durango CO 81301	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b>
	<b>INSURER A:</b> Valley Forge Insurance Company      20508
	<b>INSURER B:</b> Continental Casualty Company      20443
	<b>INSURER C:</b>
	<b>INSURER D:</b>
	<b>INSURER E:</b>

**COVERAGES**      **CERTIFICATE NUMBER:** Master 18-19      **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 WGR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X	6021521711	5/11/2018	5/11/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/>		6021521711	5/11/2018	5/11/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> QED <input checked="" type="checkbox"/> RETENTION \$ 10,000		B6050307661	5/11/2018	1/11/2019	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - RA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liability		BBK 20 837 43 17	4/23/2018	4/23/2021	Per Claim Limit \$1,000,000 Aggregate Limit \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Additional Insured - Certificate Holder as respects general liability where required by written contract.  
 General and Excess Liability is primary and non-contributory where required by written Contract.

<b>CERTIFICATE HOLDER</b> City of Cedar Falls 220 Clay Street Cedar Falls, IA 50613	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b> Kevin Esler/KATHY

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ACORD 25 (2014/01)  
INS025 (2014/01)

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Riverwise Engineering, LLC  
6021521711

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.  
ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –  
SCHEDULED PERSON OR ORGANIZATION - WITH PRODUCTS  
COMPLETED OPERATIONS COVERAGE**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS LIABILITY COVERAGE FORM**

**SCHEDULE\***

**Name Of Person Or Organization:**

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

\* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

**A. The following is added to Paragraph C. Who Is An Insured:**

4. Any person(s) or organization(s) shown in the Schedule is also an additional insured, but 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(s); at the location(s) designated above; or
  - c. "Your work" that is included in the "products-completed operations hazard" and performed for the additional insured, but only if this Policy provides such coverage, and only if the written contract or written agreement requires you to provide the additional insured such coverage.

**B. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of:**

1. 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; and
  - (b) Supervisory, inspection, architectural or engineering activities.
2. "Bodily injury," "property damage," or "personal and advertising injury" arising out of any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this Policy.

**C. The following is added to Paragraph H. of the Businessowners Common Policy Conditions:**

**H. Other Insurance**

This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and noncontributing.

## Item E.2.r.

### IOWA GOVERNMENTAL IMMUNITIES ENDORSEMENT

It is understood and agreed that this endorsement amends the **BUSINESSOWNERS LIABILITY COVERAGE FORM** as follows:  
**SCHEDULE**

City or Organization: City of Cedar Falls

**1. Non-Waiver of Government Immunity**

We expressly agree and state that the purchase of this policy by the City or Organization specified in the Schedule above (hereafter referred to as "the City"), or the including of the City as an Additional Insured on this policy, does not waive any of the defenses of governmental immunity available to the City under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

**2. Claims Coverage**

Subject to paragraph 4. below, we expressly further agree that this policy of insurance does not cover claims subject to the defense of governmental immunity under Code of Iowa 670.4 as it now exists and as it may be amended from time to time. Claims not subject to Code of Iowa 670.4 shall be subject to the terms and conditions of this insurance policy.

**3. Assertion of Governmental Immunity**

The City shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon our timely written request. Nothing contained in this endorsement shall prevent us from asserting the defense of governmental immunity on behalf of the City.

**4. Non-Denial of Coverage**

We shall not deny coverage otherwise available under this policy, nor deny any of the rights and benefits accruing to the City under this policy, for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defenses of governmental immunity asserted by the City.

All other terms and conditions of the Policy remain unchanged.

Cedar River Recreational Improvement Project  
Cedar Falls, Iowa  
City Project No. FL-033-3088

---

**Exhibit C**

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**Cedar River Recreational Improvement Project  
Cedar Falls, Iowa  
City Project Number FL-033-3088**

---

6/13/18

**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.

## Item E.2.r.

Cedar River Recreational Improvement Project  
Cedar Falls, Iowa  
City Project No. FL-033-3088

9. **Governing Law; Jurisdiction; Venue and Trial.** This Contract shall be construed in accordance with, and all disputes hereunder shall be governed by, the laws of the State of Iowa, excluding its conflicts of law rules. The parties hereto agree that the exclusive jurisdiction and venue shall be in the Iowa District Court for Black Hawk County, and in no other jurisdiction or location, and shall not be removed to federal court. The parties hereby agree to waive the right to trial by jury and agree to submit all disputes to a trial by judge alone. The parties agree that no disputes under this Contract shall be submitted to binding arbitration, but may be submitted to mediation by mutual consent of both parties.

10. Any failure of Contractor to comply with the Insurance Requirements for Contractors for the City of Cedar Falls set forth on Attachment A, shall constitute a default under this Contract.

11. **Attorneys' Fees.** In the event of litigation, the City shall under no circumstances be obligated for payment of any attorneys' fees of Contractor or any other party, arising out of such litigation.

12. **Payment.** Payment of Contractor's invoices shall be due no sooner than thirty (30) days from the date of invoice. In the event any invoices are not paid within thirty (30) days, the City shall pay interest thereon at the rate provided for by Section 668.13(3), Code of Iowa, computed monthly.

13. The City shall not be obligated to maintain confidentiality of Contractor documents or records that are furnished to the City if such documents are public records under the Iowa Open Records Law, Chapter 22, Code of Iowa, and the City shall have no responsibility to Contractor for disclosure of such records.

14. Under no circumstances shall the City waive any damages against the Contractor or any other party arising out of any breach of this Contract, whether consequential, indirect, special, or punitive damages.

15. Under no circumstances shall the Contractor's liability to the City be limited to any specific amount or sum, whether that amount is the compensation paid by the City to the Contractor under this Contract, or the dollar amount of coverage provided for in the Insurance Requirements for Contractors for the City of Cedar Falls, Attachment A.

16. No waiver of the City's subrogation rights against the Contractor or any other party shall conflict with the provisions of the City Insurance Requirements, Attachment A.

17. **Limitations Period.** There shall be no limitation, except as provided for by Iowa law, on the period of time within which the City may make any claim against the Contractor or other party under the provisions of this Contract.

18. This Contract shall not be binding on the City unless and until approved by the City Council of the City at a duly constituted meeting, and signed by the Mayor and City Clerk of the City.

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



Cedar River Recreational Improvement Project  
Cedar Falls, Iowa  
City Project No. FL-033-3088

accordance with the degree of skill and care that is required by current, good and sound practices applicable to the Contractor's industry or profession, and as otherwise required by applicable law.

20. Force Majeure. Neither party to this Contract shall be liable to the other party for delays in performing the services, or for the direct or indirect cost resulting from such delays, that may result from acts of God, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party. Each party will take reasonable steps to mitigate the impact of any force majeure.





**DEPARTMENT OF COMMUNITY DEVELOPMENT**

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

**MEMORANDUM**  
*Engineering Division*

**TO:** Honorable Mayor James P. Brown and City Council

**FROM:** Matthew Tolan, EI, Civil Engineer II

**DATE:** July 12, 2018

**SUBJECT:** 2018 Sidewalk Assessment Project, Zone 9  
SW-000-3113  
Request for PS&E Approval

Submitted within for City Council approval are the Plans, Specifications, and Estimate of Costs and Quantities for the 2018 Sidewalk Assessment Project.

I would recommend setting Monday, August 6<sup>th</sup>, 2018 at 7:00 p.m. as the date and time for the public hearing on this project and Tuesday, August 14<sup>th</sup>, 2018 at 2:00 p.m. as the date and time for receiving and opening bids. I would also request that the Notice to Bidders be published by July 20, 2018. It is anticipated that the Plans and Specifications will be ready for distribution to contractors on July 20, 2018 allowing more than two (2) weeks of review before contract letting.

This project involves the repair of deficient sidewalk adjacent to property owner. The project will repair the deficient sidewalk for the adjacent property owner and assess the cost of repair to the property owner. Once the repair has been completed, the Engineering Division will submit a bill to the City Clerk. The City Clerk will then send notice to the adjacent property owner. The adjacent property owner will have 30 days to pay the bill without interest or penalty. If the adjacent property owner doesn't pay the bill in 30 days, the cost of repair will be applied to the property owners' property taxes and spread over 5 years with an interest rate set by City Council.

The total estimated cost for the construction of this project is \$29,884.18.

The Plans, Specifications, and Estimate of Costs and Quantities are available for your review at the City Clerk's office or at the Engineering Division of the Department of Community Development.

xc: Stephanie Houk Sheetz, Director of Community Development  
Jon Resler, P.E., City Engineer





**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:** Karen Howard, Planning & Community Services Manager  
**DATE:** July 12, 2018  
**SUBJECT:** Land Use Map amendment and rezoning request for property located at 1015 & 1021 W. 22<sup>nd</sup> Street

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**REQUEST:** Land Use Map Amendment from High Density Residential to Neighborhood Commercial/Mixed Use.

Rezone property from R-3, Multiple Unit Residential to C-3, High Density Commercial

**PETITIONER:** CV Commercial, LLC

**LOCATION:** Property located at 1015 and 1021 W. 22<sup>nd</sup> Street in the College Hill Neighborhood Overlay District

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The applicant has submitted a request for a land use map amendment and rezoning of properties located at 1015 and 1021 W. 22<sup>nd</sup> Street in the College Hill Neighborhood Overlay Zoning District. The land use map amendment would be from the current High Density Residential to Neighborhood Commercial/Mixed Use. The rezoning is proposed to change from R-3, Multiple Unit Residential to C-3, High Density Commercial. The rezoning will allow for high density mixed-use development and accessory uses, such as parking. The current proposal is to use the property for vehicular parking to serve the needs of residential uses in a mixed-use development proposed at 2119 College Street and for useable greenspace and bicycle parking at the front of the lot as an amenity for public use. Staff recommended approval of the rezoning. The Planning and Zoning Commission has considered the request and unanimously recommended approval of both the amendment of the Future Land Use Map and the rezoning.

Staff requests that Council set a public hearing date for August 6, 2018 to formally consider the land use map amendment and 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.



**NOTICE OF PUBLIC HEARING ON PROPOSED CHANGES IN SECTION 29-107, DISTRICT BOUNDARIES OF DIVISION I, GENERALLY, OF ARTICLE III, DISTRICTS AND DISTRICT REGULATIONS, OF CHAPTER TWENTY-NINE (29), ZONING, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA BY REMOVING CERTAIN REAL ESTATE FROM THE R-3 MULTIPLE UNIT RESIDENTIAL DISTRICT AND PLACING SAID REAL ESTATE IN C-3 HIGH DENSITY COMMERCIAL DISTRICT, AND ALSO ON AN ASSOCIATED AMENDMENT TO THE SCHEMATIC LAND USE MAP BY CHANGING THE DESIGNATION FROM HIGH DENSITY RESIDENTIAL TO NEIGHBORHOOD COMMERCIAL/MIXED USE**

To Whom It May Concern:

NOTICE IS HEREBY GIVEN that the City Planning and Zoning Commission has recommended to the City Council of Cedar Falls, Iowa, an amendment to Section 29-107, District Boundaries of Division I, Generally, of Article III, Districts and District Regulations, of Chapter Twenty-nine (29), Zoning, of the Code of Ordinances of the City of Cedar Falls, Iowa, and known as the Zoning Ordinance and that the City Council of the City of Cedar Falls, Iowa, proposes to amend said Ordinance by removing the following described real estate located at 1015 and 1021 W. 22<sup>nd</sup> Street from the R-3 Multiple Unit Residential District and placing said real estate in C-3 High Density Commercial district, and also proposes to amend the Schematic Land Use Map by changing the designation from High Density Residential to Neighborhood Commercial/Mixed Use, as follows:

**Lot Nos. 26 & 27 in Arthur P. Cottons Addition to Cedar Falls, Iowa.**

There will be a public hearing on said proposed change on the 6<sup>th</sup> day of August, 2018, at 7:00 o'clock P.M., in the Council Chambers amending said Section is now on file in the office of the City Clerk in the City Hall in the City of Cedar Falls, Iowa, and is available for reference and inspection by the public. Objections to said proposed change in said Ordinance may be made in writing at any time prior to the public hearing as set forth herein and oral objections will be heard at said hearing.

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Jacqueline Danielsen, MMC, City Clerk





Prepared by: Karen Howard, Planning & Community Services Manager, 220 Clay Street, Cedar Falls, IA 50613  
(319) 268-5169

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

AN ORDINANCE REPEALING SECTION 29-107,  
DISTRICT BOUNDARIES OF DIVISION I GENERALLY  
OF ARTICLE III DISTRICT AND DISTRICT  
REGULATIONS OF CHAPTER TWENTY-NINE (29)  
ZONING, OF THE CODE OF ORDINANCES, OF THE  
CITY OF CEDAR FALLS, IOWA, AND RE-ENACTING  
SAID SECTION 29-107 OF SAID ORDINANCE, AS  
AMENDED, SO AS TO APPLY AND INCLUDE THE  
CHANGE IN THE ZONING MAP OF THE CITY OF  
CEDAR FALLS, IOWA, AS PROVIDED BY THIS  
ORDINANCE.

WHEREAS, the City Planning and Zoning Commission of the City of Cedar Falls, Iowa, finds that the rezoning is consistent with the adopted Comprehensive Plan of the City of Cedar Falls and the adopted College Hill Neighborhood Plan and therefore has recommended to the City Council of the City of Cedar Falls, Iowa, that all that area described as follows shall be removed from the from the R-3 Multiple Unit Residential District and placed in the C-3 High Density Commercial District, as follows:

**Lot Nos. 26 & 27 in Arthur P. Cottons Addition to Cedar Falls, Iowa.**

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

WHEREAS, the said Section 29-107, District Boundaries of Division I, Generally, of Article III, Districts and District Regulations, of Chapter Twenty-nine (29), Zoning, of the Code of Ordinances of the City of Cedar Falls, Iowa, provides that the zoning map of the City of Cedar Falls, Iowa, attached thereto, is incorporated into and made a part of said Ordinance;

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

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

## Item E.2.t.

Section 1. That the following described real estate:

**Lot Nos. 26 & 27 in Arthur P. Cottons Addition to Cedar Falls, Iowa.**

Be and the same is hereby removed from the R-3 Multiple Unit Residential District and added to the C-3 High Density Commercial District.

Section 2. That the zoning map of the City of Cedar Falls, Iowa, be and the same is hereby amended to show the property described in Section 1, above, as now being in the C-3 High Density Commercial District, and the amended map is hereby ordained to be the zoning map of the City of Cedar Falls, Iowa, as amended.

Section 3. That said Section 29-107, District Boundaries of Division I, Generally, of Article III, Districts and District Regulations, of Chapter Twenty-nine (29), Zoning, of the Code of Ordinances of the City of Cedar Falls, Iowa, be and the same is hereby repealed and hereby re-enacted in the identical language as the same now is, in order that the same shall apply to and include the change hereby made in the zoning map of the City of Cedar Falls, Iowa.

INTRODUCED: \_\_\_\_\_

PASSED 1<sup>ST</sup> CONSIDERATION: \_\_\_\_\_

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

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

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

\_\_\_\_\_  
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: Mayor and Council
FROM: David Sturch, Planner III
DATE: July 11, 2018
SUBJECT: Floodplain Ordinance Amendments

The Iowa Department of Natural Resources conducts routine visits with communities throughout the State to review their floodplain ordinances. This Community Assistance Visit (CAV) provides assistance and evaluates the effectiveness of the City's floodplain management program in conforming to the criteria for continued participation in the National Flood Insurance Program. The Iowa DNR noted that staff is implementing the City's floodplain management program well. However, it was noted that the zoning ordinance must be updated to include certain definitions and amendments to floodplain regulations to conform to changes in FEMA standards. The Department of Planning and Community Services proposes a series of ordinance amendments pertaining to an update of the City's floodplain management regulations.

There are several definitions and floodplain changes that need to be added to the Cedar Falls Zoning Ordinance. During this amendment process, staff intends to separate the general definitions of the zoning ordinance from the floodplain definitions, since the meaning of these terms may be different for general planning purposes than for floodplain management.

Based on recommendations from the Iowa Department of Natural Resources, staff recommends the following amendments to the zoning code:

Add new subsection under Section 29-2 - Floodplain Management Definitions, applicable to Sections 29-155 through 29-157. Move any existing definition that relates specifically to floodplain management from the General Definitions section of the zoning code and add the following new definitions to this new subsection. This will avoid confusion and misinterpretation of the same terms that may be used differently for general planning purposes.

Appurtenant Structure is a structure which is on the same parcel of the property as the principal structure to be insured and the use of which is incidental to the use of the principal structure.

Base Flood Elevation is the elevation floodwaters would reach at a particular site during the occurrence of a base flood event.

Existing Construction is any structure for which the "start of construction" commenced before the effective date of the first floodplain management regulations adopted by the community. May also be referred to as "existing structure".

## Item E.2.u.

Factory-Built Home Park or Subdivision, Existing is a factory-built home park or subdivision for which the construction of facilities for servicing the lots on which the factory-built homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the first floodplain management regulations adopted by the community.

Factory-Built Home Park or Subdivision, Expansion of Existing is the preparation of additional sites by the construction of facilities for servicing the lots on which the factory-built homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

Factory-Built Home Park or Subdivision, New is a factory-built home park or subdivision for which the construction of facilities for servicing the lots on which the factory-built homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of the first floodplain management regulations adopted by the community.

Flood insurance study means an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations. ~~a study initiated, funded or published by the Federal Insurance Administration and approved by the Federal Emergency Management Agency (FEMA), for the purpose of evaluating in detail the existence and severity of flood hazards, providing the city with the necessary information for adopting a floodplain management program, and establishing actuarial flood insurance rates.~~

Floodplain Management is an overall program of corrective and preventive measures for reducing flood damages and promoting the wise use of floodplain, including but not limited to emergency preparedness plans, flood control works, floodproofing and floodplain management regulations.

Highest Adjacent Grade is the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

Repetitive Loss includes flood-related damage sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damage occurred.

**Note: a question came up during the Council Committee meeting on July 9, 2018 regarding the damage percentage as indicated in the above referenced definition of Repetitive Loss. The 25% figure is correct when calculated as an average loss over two flood events. This would essentially equate to 50% or more damage over the two events.**

Special Flood Hazard Area (SFHA) is the land within a community subject to the base flood. This land is identified on the community's Flood Insurance Rate Map as Zone A, A1-30, AE, AH, AO, AR, A99, X Shaded and X Unshaded.

Start of Construction includes substantial improvement and new construction, means the date the development permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement, was within 180 days of the permit date.

The actual start means either the first placement or permanent construction of a structure on a site, such as pouring of a slab or footings, the installation of pile, the construction of columns, or any work beyond the stage of excavation; or the placement of a factory-built home on a foundation.

Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main structure.

For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of the building, whether or not that alteration affects the external dimensions of the building.

Substantial improvement means any improvement to a structure which satisfies either of the following criteria:

- (1) Any reconstruction, rehabilitation, addition or other improvement of a structure, the cost of which equals or exceeds 50 percent of the fair market value of the structure before the start of construction of the improvement. This term includes structures which have incurred **repetitive loss or** substantial damage, regardless of the actual repair work performed. The term does not, however, include either:
  - a. Any project for improvement of a structure to correct existing violations of state or local health, sanitary or safety code specifications which have been identified by the local code enforcement officer and which are the minimum necessary to ensure safe living conditions; or
  - b. Any alteration to a historic structure, provided that the alteration will not preclude the structure's continued designation as a historic structure.
- (2) Any addition which increases the original floor area of a structure by 25 percent or more. All additions constructed after February 1, 1985, shall be added to any proposed addition in determining whether the total increase in original floor space would exceed 25 percent. The term does not, however, include either:
  - a. Any project or improvement of a structure to correct existing violations of state or local health, sanitary or safety code specifications which have been identified by the local code enforcement officer and which are the minimum necessary to ensure safe living conditions; or
  - b. Any alteration which will not preclude the structure's continued designation as a historic structure.

Section 29-156 F-F floodway fringe overlay district

(e) Performance Standards

- (16) Detached garages, **and** storage sheds, **appurtenant structure** and other **similar** detached accessory structures **that are incidental to a residential use** shall be allowed in the floodway fringe district with no minimum elevation requirement provided that all the following criteria are satisfied. **Exemption from the elevation requirement for such structures may result in increased premium rates for flood insurance coverage of the structure and its contents:**
  - a. The total combined floor areas of all such structures located on the lot does not exceed a total of 576 square feet in area. **Those portions of structures located less than one foot above the (0.2%) 500-year flood level must be constructed of flood resistant materials.**
  - b. The structures are not suitable for and shall not be used for human habitation.
  - c. The structures will be designed to have low flood damage potential **and shall be used solely for low damage potential purposes such as vehicle parking and limited storage.**
  - d. The structures will comply with minimum required permanent openings as specified in subsections (d)(4)(a)(1) through (4).
  - e. The structures will be constructed and placed on the building site so as to limit resistance to the greatest practicable extent to the flow of floodwaters.

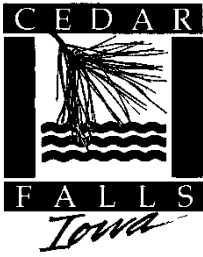
## Item E.2.u.

- f. Structures shall be firmly anchored to prevent flotation, ~~collapse and lateral movement which may result in damage to other structures.~~
- g. The structure's service facilities such as electrical, heating and ventilating equipment shall be elevated or floodproofed to at least one foot above the (.2%) 500-year flood level.

Finally, there are other sections of the Cedar Falls Code that make reference to the floodplain district. The storm water management program is regulated in Chapter 27 of the Cedar Falls Code. In order to be consistent with the floodplain regulations in the zoning code of Chapter 29, the following definition of base flood elevation in Chapter 27-114 should read as follows:

Base flood elevation is the elevation ~~elevation floodwaters would reach at a particular site during the occurrence of a base flood event. at all locations delineating the level of flooding resulting from the 100-year frequency flood event. The 100-year flood event has a one percent probability of being equaled or exceeded in any given year.~~ The base flood event shall be considered to be the 500-year (0.2%) flood elevation.

The Planning & Zoning Commission recommended approval of these Ordinance amendments at their regular meeting on June 13, 2018. Therefore, the Department of Community Development recommends that a public hearing for the floodplain amendments be scheduled on August 6, 2018.



## 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:** June 11, 2018  
**SUBJECT:** Rezoning Amendment – Midway Business Park

The Department of Community Development is working with the property owner to amend the zoning restrictions placed on Lots 7 and 8 of the Midway Business Park subdivision. When the property was up-zoned in 1995 from R-1 to R-4, the petitioner agreed to limit the uses in this district to professional office development through a zoning agreement. This restriction was due to concerns from the nearby residential property owners with a



potential increase in traffic and residential parking coming through the existing neighborhoods. When the Midway Business Park subdivision was approved in 2003, the Greenhill Circle cul-de-sac was created and essentially isolated this area from the adjacent residential properties. This essentially eased the concerns about through traffic and parking from this development. Since then, three of the nine platted lots have been developed. The lots along the north and east side of Greenhill Circle remain vacant.

It should be noted that the R-4, Residential district permits a wide range of uses including one and two unit dwellings, multifamily dwellings, nursing homes and hospitals. In addition, commercial entities such as funeral homes, hotels/motels and professional service offices are permitted. Since the zoning agreement is part of the zoning of these properties, any proposal to vary from the agreement requires a rezoning action.

## **Item E.2.v.**

It is proposed to construct senior assisted living facility on Lots 7 and 8 at the northeast corner of the subdivision. The single story building is similar in height to nearby homes and subject to similar building setbacks. Use of the property for supportive housing for elderly is consistent with the intended purpose of the zone. The traffic to the subject properties will not affect the surrounding residential properties because the only access to these lots is from Greenhill Circle to Greenhill Drive. The property abuts a City-owned lot to the north that is used as a stormwater detention basin. The property also abuts a residential neighborhood to the east in Waterloo.

Based on the proposed development of Lots 7 and 8 in the Midway Business Park addition, staff supports this request for an amendment to the zoning agreement. The proposed use is allowed in the R-4 zoning district. Reviewing the case history of this zoning agreement and subsequent platting of the property, staff finds that this change to the zoning agreement will be compatible with the surrounding neighborhood.

The Planning & Zoning Commission recommended approval of the Midway Business Park zoning restriction amendment at their regular meeting on June 13, 2018. Therefore, the Department of Community Development recommends that a public hearing for the said zoning agreement amendment be scheduled on August 6, 2018.



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

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**ZONING AGREEMENT AMENDMENT**

This Amendment to the Zoning Agreement (hereinafter the "Agreement") is made and entered into effective on this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by and between First Security State Bank (hereinafter the "Owner"), and the City of Cedar Falls, Iowa (hereinafter the "City")

WHEREAS, the Zoning Agreement was approved by City Resolution No. 9798 on December 12, 1994 on property described as follows:

Part of the Southeast Quarter of the Southwest Quarter of Section 20, Township 89 North, Range 13 West of the 5<sup>th</sup> P.M. in Cedar Falls, Black Hawk County, Iowa, described as follows; Beginning 180 feet north of the Southeast corner of said Southwest Quarter; thence North 0°16'57" West 415 feet along the East line of said Southwest Quarter; thence North 89°50' West along a line parallel to the South line of said Southwest Quarter to the East line of Midway Addition, in the City of Cedar Falls, Black Hawk County, Iowa; thence South 0°0'20" West to the most Southeasterly corner of Lot 36 in said Midway Addition; thence South 51°36'20" West to the most Southerly corner of said Midway Addition; thence South 38°23'40" East 357.72 feet to the South Quarter; thence North 19°30' East a distance of 730 feet to the point of beginning.

WHEREAS, the Zoning Agreement was a part of the rezoning of property from the R-1, Residential Zoning District to the R-4, Residential Zoning District by Ordinance No. 2080 on January 9, 1995; and

WHEREAS, Iowa Code 414.5, as amended, provides that a City Council may impose reasonable conditions on granting an applicant's rezoning request, over and above existing regulations, in order to satisfy public needs directly caused by the requested change; and

## Item E.2.v.

WHEREAS, the Zoning Agreement contains certain additional restrictions to address concerns with potential traffic impacts to abutting lower density residential properties caused by certain higher intensity uses allowed within the R-4 Residential Zoning District; and

WHEREAS, certain conditions imposed under the original agreement have been satisfied, including the Lovejoy Drive cul-de-sac as part of the Midway 2<sup>nd</sup> Addition and the Greenhill Drive cul-de-sac as part of the Midway Business Park Addition; and

WHEREAS, the Midway Business Park Addition is not connected with a public street into the adjoining residential neighborhoods; and

WHEREAS, the traffic generated by the proposed development of Lots 7 and 8 will not interfere with the adjoining residential neighborhoods; and

WHEREAS, Owner acknowledges that certain conditions and restrictions are reasonable to address remaining issues of compatibility with the surrounding lower density residential neighborhood; and

WHEREAS, Owner has voluntarily offered to use the subject property in accordance with the terms and conditions of this Zoning Agreement, as amended herein, to address the public needs referenced above; and

WHEREAS, the Midway Business Park Addition is subject to said zoning restrictions; and

WHEREAS, First Security State Bank, is owner of Lots 7 and 8 in the Midway Business Park Addition; and

WHEREAS, the First Security State Bank proposes to amend Paragraph 2 of the Conditions contained in the Zoning Agreement for the subject property as described herein by amending the use of property to professional offices, nursing homes and senior assisted living facilities only.

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

1. Paragraph 2 of the Conditions contained in the Zoning Agreement of the R-4, Residential Zoning District is hereby deleted, and the following new Paragraph 2 is substituted in its place:

“That the development of the Midway Business Park Addition shall be restricted to professional offices only on Lot 1 – 6 and Lot 9. Lots 7 and 8 may be used for professional offices, nursing homes and senior assisted living facilities”.

2. Except for the amendments to Paragraph 2 of the Zoning Agreement as set forth in paragraph 1 of this Zoning Agreement Amendment, the parties hereby ratify and confirm all remaining terms, conditions and provisions of the Zoning Agreement, as herein amended.

3. The parties acknowledge that this Zoning Agreement Amendment shall inure to the benefit of, and shall be binding upon each of the Lot Owners and their respective heirs, personal representatives, successors and assigns, and shall run with the land which comprises all of the lots and tracts in the Subdivision.

4. This Agreement shall become effective upon execution by all of the Lot Owners and upon approval of this Agreement by the City Council of the City.

The foregoing conditions shall apply to the above described real estate and shall run with the land.

IN WITNESS WHEREOF, the Lot Owners and the City have executed this Agreement, to be effective as of the date stated at the beginning of this Agreement, which shall be the date the last party to this Agreement executes this Agreement.

FIRST SECURITY STATE BANK

By \_\_\_\_\_  
Dennis Hansen, President

STATE OF IOWA, COUNTY OF BLACK HAWK, ss.

This record was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2018, by Dennis Hansen, President of First Security State Bank.

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

My Commission Expires:

\_\_\_\_\_

**Item E.2.v.**

CITY OF CEDAR FALLS, IOWA

By \_\_\_\_\_  
James P. Brown, Mayor

ATTEST:

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

STATE OF IOWA, COUNTY OF BLACK HAWK, ss.

This record was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2018, by James P. Brown, as Mayor, and Jacqueline Danielsen, as City Clerk, of the City of Cedar Falls, Iowa.

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

My Commission Expires:

\_\_\_\_\_



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

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

**MEMORANDUM**  
Legal Services Division

**TO:** Honorable Mayor James P. Brown and City Council  
**FROM:** Kevin Rogers, City Attorney  
**DATE:** July 13, 2018  
**SUBJECT:** Amendment to Butchering Ordinance

On April 2, 2018, Council adopted Ordinance No. 2918 amending Chapter 6, Animals, of the Code of Ordinances relating to the butchering of animals on public and private property. Ordinance No. 2918 prohibits slaughtering, butchering and processing of animals on public property and also on private property if done within the sensory perception of persons not on the same premises.

It has been brought to the attention of staff that this Ordinance as adopted potentially conflicts with Section 19-15 as relating to hunting on agricultural land comprised of 40 acres or more in the City, other areas as allowed by the Chief of Police for hunting, and Deer Management Zones within the City. See Code of Ordinances Sections 19-15(b)(1) & (b)(2).

Therefore, it is proposed to amend Section 6-14 as attached, which clarifies the intent of the Ordinance and removes any potential conflict with Section 19-15.

Let me know if you have any questions.



**Sec. 6-14. – Butchering of animals prohibited.**

Except as authorized in Section 19-15, nNo person shall within the city limits slaughter, butcher or process any animal or fowl on public property or, within the sensory perception of any person not on the same premises, on private property. Any remains must be disposed of in a sanitary manner and in accordance with the law. Field dressing by authorized hunters of animals and fowl slaughtered in the areas designated for hunting in Section 19-15 shall be allowed in those areas.





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

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

AN ORDINANCE AMENDING SECTION 6-14, BUTCHERING OF ANIMALS PROHIBITED, IN ARTICLE I, GENERAL, OF CHAPTER 6, ANIMALS, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, TO CONFORM SAID SECTION TO SECTION 19-15 REGARDING AREAS DESIGNATED FOR HUNTING WITHIN THE CITY LIMITS.

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

Section 1. Section 6-14, Butchering of Animals Prohibited, of Article I, in General, of Chapter 6, Animals, is hereby repealed in its entirety and a new Section 6-14, Butchering of Animals Prohibited is enacted in lieu thereof, as follows:

**Sec. 6-14. – Butchering of animals prohibited.**

Except as authorized in Section 19-15, no person shall within the city limits slaughter, butcher or process any animal or fowl on public property or, within the sensory perception of any person not on the same premises, on private property. Any remains must be disposed of in a sanitary manner and in accordance with the law. Field dressing by authorized hunters of animals and fowl slaughtered in the areas designated for hunting in Section 19-15 shall be allowed in those areas.

INTRODUCED: \_\_\_\_\_

PASSED 1<sup>ST</sup> CONSIDERATION: \_\_\_\_\_

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

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

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

\_\_\_\_\_  
James P. Brown, Mayor

ATTEST:

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

