

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

STORM WATER MAINTENANCE AND REPAIR AGREEMENT

This Agreement is made and entered into by and between the Cedar Falls Community School District, (hereinafter "School District") and the City of Cedar Falls, Iowa (hereinafter "City"), on the 11th day of April, 2022.

WHEREAS, the School District and the City jointly developed McMahon First Addition in the City of Cedar Falls, Iowa, legally described in Exhibit "A" attached (hereinafter the "Subdivision"); and

WHEREAS, the School District and the City each own property within the Subdivision separately and also the School District and the City own property within the Subdivision jointly as tenants in common, each with an undivided one-half interest; and

WHEREAS, Tract F of the Subdivision is owned separately by the School District, such Tract F containing a storm water detention facility; and

WHEREAS, the School District and the City acknowledge that all of the property located in the Subdivision is benefited by the storm water detention facility located on Tract F; and

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

WHEREAS, the parties have reached agreement on the terms and conditions of the required Storm Water Maintenance and Repair Agreement and now desire to set forth their agreement in writing.

NOW, THEREFORE it is mutually agreed by the parties as follows:

1. The parties agree that the storm water detention facility located on Tract F of the Subdivision has been constructed in compliance with all City requirements. Said storm water detention facility is depicted in Exhibits "B1" & "B2" attached (hereinafter the "Facility").
2. Any change to the composition of or size, shape or location of the Facility must be approved by the City in advance.
3. The School District shall be responsible for the inspection, operation, maintenance and repair of the Facility, and shall make records of the installation, inspections, maintenance and repairs, and shall retain such records for at least twenty-five (25) years or until the Facility or any portion thereof has been reconstructed. These records shall be made available to the City during any City inspection, and shall be submitted to the City at other reasonable times upon request. Nothing in these record keeping

requirements shall be construed to limit in any way the School District's responsibility to inspect, maintain and repair the Facility.

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

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

4. If the School District fails or refuses to meet the requirements of this Agreement, the City, after notice as provided herein, may correct a violation or non-compliance by performing or causing to be performed all necessary work to place the Facility in proper working condition. If the Facility is not a danger to public safety or public health, the School District shall be provided with reasonable notice to correct the violation in a timely manner. In the event that the Facility becomes a danger to public safety or public health, the City shall notify the School District in writing that upon receipt of the notice, the School District shall have two days or such additional time as circumstances may require in order to maintain and/or repair the Facility. If the violations or non-compliance have not been corrected by the School District in a timely manner, and the City performs or causes to be performed the work necessary to place the Facility in proper working condition, the City may assess the cost of the work to the School District, which cost shall be paid by the School District within 30 days of receipt of an invoice for the work performed by the City or designee. The School District hereby grants access to the City to perform maintenance and repair of the Facility as described in this Paragraph 4.

5. The School District agrees to utilize the forms attached hereto as Exhibit E with regard to inspection, maintenance and repair of the Facility.

6. Any notices given pursuant to this Agreement shall be in writing and shall be either personally delivered, emailed or sent by ordinary mail to:

(School District)
Cedar Falls Community School District
1002 W. 1st St
Cedar Falls, IA 50613
(319)-553-3000
denelle.gonnerman@cfschools.org

City Engineer
City of Cedar Falls
220 Clay Street
Cedar Falls, IA 50613
(319) 273-8600
david.wicke@cedarfalls.com

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

8. The School District and the City acknowledge that the Facility adjoins another storm water management facility, located on Tract A, The Arbors Third Addition, in the City of Cedar Falls, Iowa, designated as "Storm Water Management Area." Nothing in this Agreement shall be construed as amending or modifying that certain Storm Water Maintenance and Repair Agreement and Permanent Easement between the City and Midwest Development Co., recorded as Document # 2019-10075 on December 12, 2017, in the Office of the Black Hawk County Recorder, which remains in full force and effect. In addition, nothing in this Agreement shall be construed as amending or modifying that certain Development Agreement dated October 10, 2017, between Midwest Development Co. and Cedar Falls Community School District, which remains in full force and effect, relating to the same storm water management facility that adjoins the Facility located on Tract F of the Subdivision.

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

Cedar Falls Community School District

By: _____

Printed Name & Title: Jeff Hassman/Board President

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

This instrument was acknowledged before me on the _____ day of _____, 2022
by _____ as _____ of the Cedar Falls
Community School District.

Notary Public in and for the State of Iowa

City of Cedar Falls, Iowa

By: _____

Robert M. Green, Mayor

ATTEST:

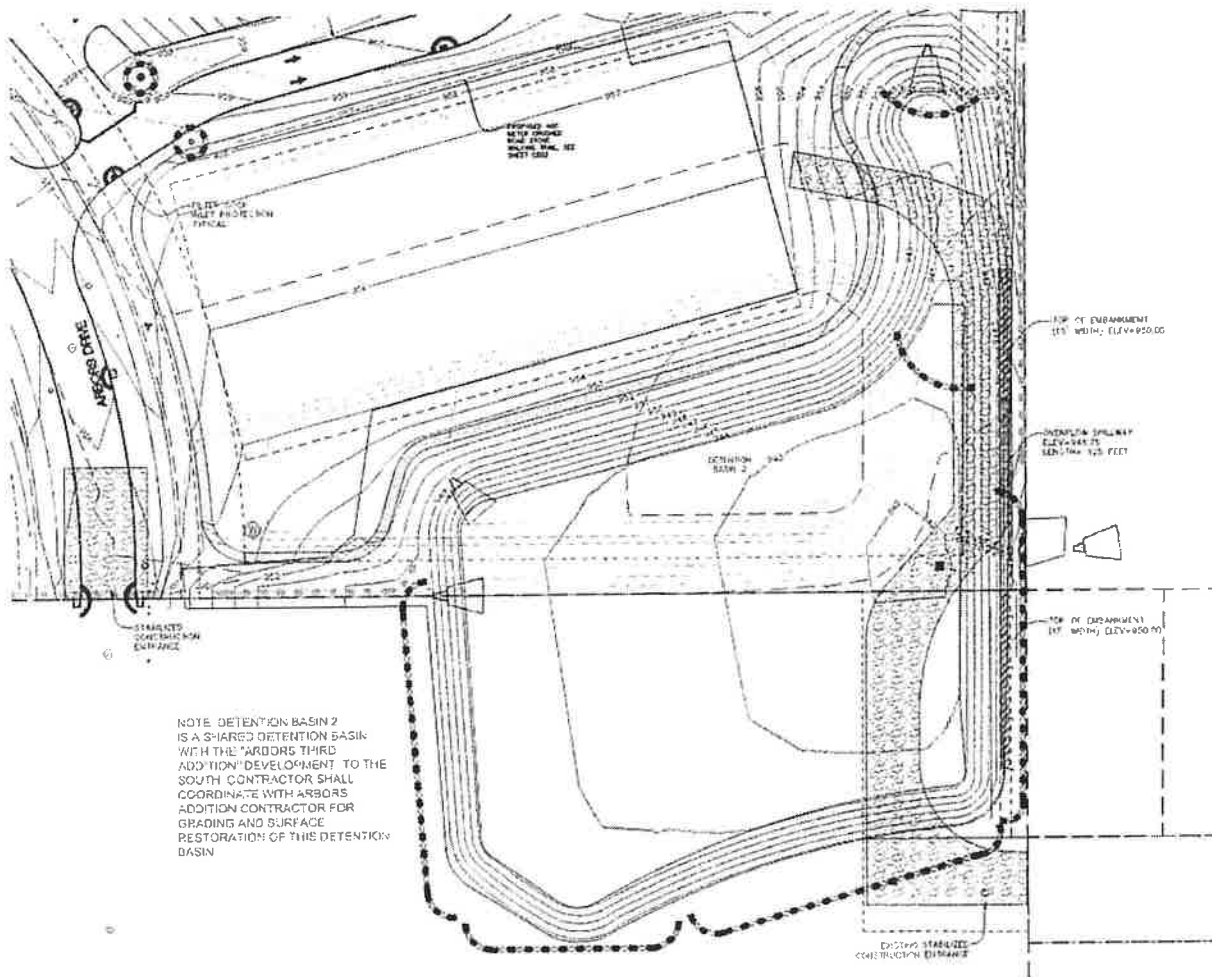
Jacqueline Danielsen, MMC, City Clerk

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

This instrument was acknowledged before me on the _____ day of _____, 2022, by
Robert M. Green, Mayor, and Jacqueline Danielsen, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

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MCMAHILL FIRST ADDITION
IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA

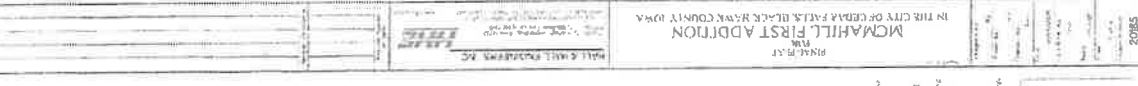


Exhibit C

Detention Basin Operation and Maintenance Manual

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

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

Exhibit D

MAINTENANCE SCHEDULE STORM DETENTION SYSTEM

DESCRIPTION:

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

Exhibit E

Stormwater Management Inspection/Maintenance Form *To be kept on site*

PROJECT NAME: _____

PROJECT LOCATION: _____

OWNER/LEGAL ENTITY: _____

TELEPHONE: _____

E-MAIL: _____

INITIAL DATE OF OPERATION: _____

DATE	ITEM INSPECTED	INSPECTOR (Please Print)	OBSERVATION & REMARKS

