

## **AGENDA**

### **HIAWATHA PARK & RECREATION COMMISSION**

**May 8th, 2018**

6:15pm in the Hiawatha City Hall Council Chambers

1. Call to Order - Roll Call
2. Approval of:
  - a. Agenda
  - b. Minutes of past meetings – April 10, 2018
3. Business:
  - a. Hiawatha Kids League Solar Panel Project at Guthridge Park
4. Reports
  - Monthly Park and Recreation Updates

Adjourn

**Hiawatha Parks and Recreation**  
**Regular Meeting**  
**April 10, 2018**

Dan Wilkes called the meeting to order at 6:18p.m. in the Hiawatha Council Chambers. Present: Dawn Ewoldt, Dan Wilkes, Michelle McIllece, Brandon Lynch Absent: Deb Theis Employees: Kelly Willadsen, Parks and Recreation Director, Ambyr Young, Administrative Coordinator, Kim Downs, City Administrator, Bill Bennett, Mayor. Guests: Dan Hoffman.

Motion by Dawn Ewoldt, second by Michelle McIllece to approve the April 10, 2018 agenda as amended. Motion carried. Motion by Brandon Lynch, second by Dawn Ewoldt to approve the minutes of February 13, 2018. Motion carried.

**Amateur Radio Field Day June 22<sup>nd</sup> through 24<sup>th</sup>, 2018** - ARRL Field Day is the most popular on-the-air event held annually in the US and Canada. On the fourth weekend of June, more than 35,000 radio amateurs gather with their clubs, groups or simply with friends to operate from remote locations. Field Day is an education event that is self-sufficient and teaches Amateurs to operate in abnormal situations in case of emergency instances. June 22-24<sup>th</sup> a local Amateur Group in the Hiawatha/Cedar Rapids area would like to use Clark Park as a designated location. With that said it would require that the park stay open 24 hours, past our 10PM curfew. There would be 24 hours shifts that these Amateurs would cover to connect with as many stations as possible that weekend (the whole objective of the event). The park would still be open to the public besides the disc golf course. They would need to set up portable antennas that would be between 30-40ft high. This group carries insurance and is very self-efficient. This year the Hiawatha Fire Department will not be involved so we will be asking for a \$1,000.00 refundable damage deposit along with the Clark Pavilion Rental. This is CVARC's fourth year having ARRL in Clark Park and has not had any trouble with the club in the past. Dan Wilkes, Chair, asked what the club would do to prevent damage to the park in the event of rain. Dan Hoffman, CVARC member, advised that if the grounds were wet they would find the driest spot to drive on and in the event the park was soaked they have had ATV's available to bring in equipment piece by piece.

Motion by Brandon Lynch, second by Michelle McIllece to allow Cedar Valley Amateur Radio Club to operate ARRL Field Day in Clark Park from June 22<sup>nd</sup> through June 24<sup>th</sup>. Motion carried.

**Farmers Market Meeting:** About 15 Farmers Market Vendors attended the Farmers Market Meeting on March 22<sup>nd</sup>. Karen Thornton from Linn County Public Health spoke on regulations and licensing for vendors, four advocates for the SNAP program explained how the program would be ran and answered questions regarding the program, Kelly went over Farmers Markets rules and then vendors were shown their placement on the map. About six vendors are signed up for the SNAP program and overall the meeting went very well.

**Live Healthy Iowa 5K:** Saturday, April 14<sup>th</sup> at 8:00 a.m. in Guthridge Park the City of Hiawatha Parks & Recreation have once again partnered with Live Healthy Iowa to host 1 of 14 5K races around the state of Iowa in conjunction with the Live Healthy Iowa 10 Week Challenge. This partnership

is a collaborative effort in a way to combat Iowa's growing obesity problem and to make strides toward the goal of making Iowa the healthiest state in the nation! The 5K will begin at 8:00a.m. with a kids 1K to follow at 9:00a.m. Register at [LiveHealthyIowa.com](http://LiveHealthyIowa.com) We will need volunteers for this event specifically for registration, handing out medals and post-race refreshments.

**Fitness Classes:** Zumba has been a great addition to our community. Our instructor Tara Allen has so much passion and drive to help the community and have fun in the world of Zumba. She has a great following and changes up her Zumba style each month to keep it fresh and exciting. Classes are held on the second Wednesday of the month at 6pm in the Community Center. Did I mention it's FREE! Zumba April 11<sup>th</sup>, Yoga April 26<sup>th</sup>, Jazzercise at the Market May 6<sup>th</sup>, Zumba Gold May 9<sup>th</sup>, Jazzercise at the Market May 20<sup>th</sup>, Yoga May 31<sup>st</sup>. Zumba and Yoga is held in the Hiawatha Community Center at 6pm. Jazzercise at the Market will be at noon or 12:30pm. Time will be determined soon.

**Branching Out Grant:** We will be planting 17 trees in Guthridge and Tucker Park on April 24<sup>th</sup> at 3:45pm with the Xavier Key Club students. We are excited to work with a group of new volunteers in the community. Please mark your calendars and help plant more trees in our parks.

**Trees for Kids Grant:** Another tree grant awarded! We will be planting 24 trees with Hiawatha Elementary on May 2<sup>nd</sup> at 3:45pm with their Go Green Club of 15 students. Please mark your calendars, if you are available to help, we would greatly appreciate it!

**Seasonal and Adventure Camp Posting:** We have completed interviews for our Park Maintenance seasonals and found three great candidates. We will be starting Adventure Camp interviews April 12-13<sup>th</sup>. We have seven candidates so far and have six positions to fill. We have been using Facebook and the City website to post and it has been working well.

**Spring Preparation:** With the crazy weather patterns, we are hoping to get the park pavilions open over the next couple weeks. We will be working with the Water Department to get the water turned on to all the restrooms.

**Friends Foundation Drinking Fountain:** The Park and Recreation Foundation has purchased a new drinking fountain for Guthridge Park that will be installed this spring! The funding raised from the Reindeer Run in December went toward this project. The new fountain will be handicap accessible and pet friendly. This feature will be placed near the brown pavilion for trail users and pavilion renters.

**Playground Inspections:** All three parks will be inspected by our ICAP insurance company on April 25<sup>th</sup>. This will give us a good baseline of our equipment and what we might need to prepare for in future years moving forward. Currently, we use a playground safety check list from the U.S. Consumer Product Safety Commission that we use to do inspections. It will be a great opportunity for us to use ICAP since they have a certified playground inspector on their team and to see if our check list is covering all the basis.

**Memorial Bench and Tree Program:** We will have two memorial trees and a bench to add this spring in Guthridge Park. One of the trees and bench will be added in remembrance of Jennifer Koenighain, who passed away in the recent i380 accident earlier this year. She was a park and rec intern for us in 2011

helping organize Playing for Keeps and some of the summer activities. What a great way to remember Jennifer.

Motion by Dawn Ewoldt, second by Brandon Lynch to adjourn at 6:33 p.m. Motion carried.

Dan Wilkes, Chairperson

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ATTEST: Kelly Willadsen, Parks and Recreation Director

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# Hiawatha Parks and Recreation



## **Business:**

### **HKL Solar Panel Installation and Agreement Update:**

Last year Hiawatha Kids League came to the City asking to install a solar panel on the concession stand roof. This would allow the League not only to save some funding on their annual utility bill but also bring a green initiative to their program.

As last year continued, Kids League was unable to complete the project working with local solar companies, finding the cost savings, and whether they wanted to move forward on this project based on their ROI. After meeting with the HKL board and City staff this spring, we put together numbers to see what their annual savings would be (\$150) and what their main purpose is for the project with the grant funding awarded. Their board voted in April to move forward with the installation of the solar panels based off of adding a green initiative and educating the kids participating in the league.

Last year as a park board you gave approval of the project to council but it never made it on the agenda. With changes to the project I would like to bring it back to the board for approval. In the updated agreement you will find additions to the dates and an added utilities line:

6. **Utilities.** The Parties anticipate the solar panel will generate electricity throughout the year. The City agrees to give HKL a credit of \$150.00 to offset HKL's electrical utilities it pays to the City each year provided the solar panel generates at least 1.15 KW hours annually. The first credit shall be made no later than September 15, 2019. All subsequent credits shall be made on or before September 15<sup>th</sup> of every year thereafter during the Term of this Agreement so long as the solar panel continues to generate 1.15 KW hour annually.

The Parties further agree that they will review rates every three (3) years to evaluate the KW hours generated from the solar panel in conjunction with the utility costs to HKL. The City may, at its sole discretion and with at least sixty (60) days written notice to HKL, terminate its annual credit as provided in Paragraph 6 of the Agreement.

The City will credit HKL \$150 each year at the end of their season provided that the solar panels generate at least 1.15 KWH annually.

### **Last years information explaining the solar panel installation:**

Hiawatha Kids League is seeking permission to install a green energy producing alternative; solar panels atop the Guthridge Park concession stand. These 4 solar panels (3.5' x 5.5') would offset the energy consumption and would

produce the most solar power if mounted onto the roof section facing the south; this has 200 gross square feet of area or 75 square feet of viable set back square feet. The solar panels need to be in proximity to the concession stand meter.

The solar system would produce approximately 1160 watts or 1.15 KW (\$150) per year and the HKL energy consumption averages 5.5 KWH each season of (\$300-400). The offset would be captured with a bi-directional meter provided by Alliant Energy; the meter would spin in the opposite (favorable) direction when energy was being produced by the solar panels.

Certified contractors and electricians approved by the Hiawatha building department will conduct the installation. Total cost would be under \$4000, HKL intends to pay for the installation and maintenance of the solar system with City guidance. Hiawatha Kids League has earned a Green Communities grant for \$2500 and would pay for the balance of the installation with budgeted funds for special projects. Contactors will work with the City of Hiawatha and abide to all of the necessary codes and installation requirements for proper mechanical and electrical functionality. Desired installation would be for June of 2018. The maple trees in front of the concession stand have already been removed for safety purposes so that kids cannot climb on the roof moving forward. There will be a tree replanted after construction.

The Solar Panel would demonstrate to the youth and families of the league the benefits of green energy alternatives and how solar energy is converted into useful applications in the concession stand. The solar panels have a life span of over 20 years and would help HKL meet the cost and use of traditional energy for years to come.

Kelly, Kim Downs, Cindy Kudrna, (Finance Director) Patrick Parsley, (Community Development) and Mark Parmenter (City Attorney) met with the Hiawatha Kids League Board to discuss moving forward and making sure all permits and necessary guidelines are met by the Park and Rec and Community Development departments. Attached you will see the agreement that Mark Parmenter has drafted, that explains the partnership and what is expected of Hiawatha Kids League moving forward. Hiawatha Kids League will be responsible for maintaining the panels once they are placed on the facility. I am asking for a recommendation to council to move forward with the construction of this project. Hiawatha Kids League has done great things for our community. With your approval, this will go to City Council at the May 16<sup>th</sup> meeting.

### **Recreation Reports:**

- **Farmers Market:** The first Farmers Market went off without a hitch! It will be going every Sunday through October from 11am to 2pm. Vendors are still trickling in and the SNAP program has already traded some stamps for tokens. Things are off to a great start.
- **Live Healthy Iowa 5K:** 230 runners signed up for the Live Healthy Iowa 5k however the weather wasn't so awesome. About 120 runners showed up and ran through the brutal cold and winds. KHAK came to MC, Ametur Radio kept us up to date on runners and safety, Hiawatha Police and Fire were on the scene, Kalona Super Natural donated chocolate milk, PepsiCo donated Chewy Bars, Hy-Vee donated bananas. Hi-Crew Kiwanis ran the kid's fun run and although it was freezing they still had fun! Hiawatha staff helped with many of the stations and we couldn't have done it without them. Thanks to everyone for their help!
- **Fitness Classes with Tara:** May 9<sup>th</sup> at 6pm in the Community Center - Zumba Gold: Active older adults who are looking for a modified Zumba@class that recreates the original moves you love at a lower-intensity.
- **Jazzercise at the Market:** Jazzercise will be joining our markets at 12:30pm on the first and third Sunday of each month during May, June and July. Jazzercise is a pulse-pounding, beat-pumping, body-blasting fitness program that gets you results...fast. It's a high intensity dance party that fuses cardio, strength, Pilates, hip hop, **yoga** and kickboxing. Burn up to 800 calories per hour in any of our 60-minute classes.
- **Whispering Pines Classes:** Bring your own snacks and beverages and learn to paint a flag in honor of Memorial Day at the Hiawatha Community Center on May 16<sup>th</sup> at 6pm. Fee is \$35 cash or check only.
- **Yoga 2018:** Still free and still going strong! Mark your calendars for May 31<sup>st</sup> at 6pm in the Hiawatha Community Center -or- maybe she'll move it outdoors to enjoy the nice weather! Show up and find out!

- **Basketball:** This offensive improvement camp is designed for boys and girls grades K-5th who want to gain some serious offensive skills in basketball! Mount Mercy's head coach, Aaron Jennings and players will take you through the Mustang Offensive Improvement series. This sequence of drills has helped make the Mustangs one of the top offensive programs in the country. Over the two days, specific attention will be given to shooting, ball handling, footwork, passing, cutting, screening and offensive rebounding. Participants will also get to test these new skills in full- and half-court games and individual contests. Wednesday and Thursday May 9th and 10th Nixon Elementary School 6:00pm-8:00pm Fee: \$30.00
- **Pitch Hit Run:** Major League Baseball Pitch Hit & Run is a FREE, 1- day event for boys and girls ages 7-14. PHR is the official skills competition of Major League Baseball. Participants compete in either the Baseball Division or Softball Division and have the opportunity to advance through four levels of competition including Locals, Sectionals, Team Championships and the National Finals at the MLB All-Star Game. Children ages: 7-14 Collaborative Program with Marion Fee: FREE, but must contact 319-393-1515 to register Date: May 7th (rain date May 9th) Time: 5:30-7:30pm Location: Lowe Park
- **Live Healthy Iowa Kids Track Meet:** Saturday, May 19th at 1pm Hiawatha, Marion and Cedar Rapids will work together to host the Live Healthy Iowa Kids Track Meet at Kingston Stadium where participants ages 7 to 14 can compete in various track and field events such as long jumps, softball throws, relays and dashes. If the child does well they have the opportunity to go to state to compete against other kids around Iowa. This event is free and does accept walk in registrants.
- **Bike Rodeo & Parade:** Kids and parents are invited to Hiawatha's Bike Rodeo from 4:30 to 6 p.m. Friday, May 18th at Guthridge Park in the 7th Avenue parking lot. Bike safety information, interactive lessons, and information will be taught by members of the Hiawatha Police Department and Northtowne Cycling and Fitness. FREE bike helmets will be available to the first 50 children who need them. Don't forget to bring your bike so you can decorate your bike and parade around Guthridge Park with the Hiawatha Police Officers at 5:30pm. Parents are encouraged to decorate their own bike and ride along too! Coordinators of this year's bike rodeo are Hiawatha Parks and Recreation, Hiawatha Library, Hiawatha Police Department, Friends of Hiawatha Parks and Recreation Foundation and Northtowne Cycling and Fitness. Many thanks to Iowa Association of Justice for donating the helmets!
- **Soccer:** Soccer registration closes May 4th. So far over 100 children have signed up. We are particularly excited about the new soccer goals that our staff has created! Goals similar to the ones-built sell for close to one hundred dollars but ours was created for less than ten dollars per unit.
- **Blastball:** Blastball sign up ends June 8th. We're excited that we'll be utilizing our dugouts to keep our equipment in this summer. In years past, coaches would have to lug around many, many pounds of equipment so this (literally) is a big relief!
- **Adventure Camp:** Schools almost out and Adventure Camp's almost in session! Field trips, buses and speakers have been scheduled and staff has been hired! It's going to be an all new staff and a whole lot of fun!
- **Tennis:** Tennis starts June 6th! Hiawatha offers tennis lessons through the Westfield Tennis Club. Classes will be held at the tennis courts located in Guthridge Park. Only rain dates will be made up. Payments will be for the entire session, not pro-rated for missed classes. Minimum class size will be 2 with a maximum of 6 students. If there are fewer than 2 students registered, the class will be cancelled. See the website for additional information.
- **Advanced Volleyball:** Come and join our ADVANCED Volleyball League for adults on Wednesday nights at Guthridge Park. Sign up on your own or with a friend and be ready to play hard! This is a great opportunity for advanced players to play in the sand. This league will be a nine-week session in mad hatter format. Teams will play at 6:15pm. The overall record will decide the winner. Leagues play rain or shine!
- **Youth Volleyball:** Looking to learn the fundamentals of volleyball? Getting ready for middle school? Not sure if you will like the sport or not? Come learn on Thursdays at Guthridge Park's sand volleyball courts! Ages 10-13 Thursday evenings 5:30PM to 6:15PM, June 7th through June 28th Minimum of 6 participants. Fee \$15.

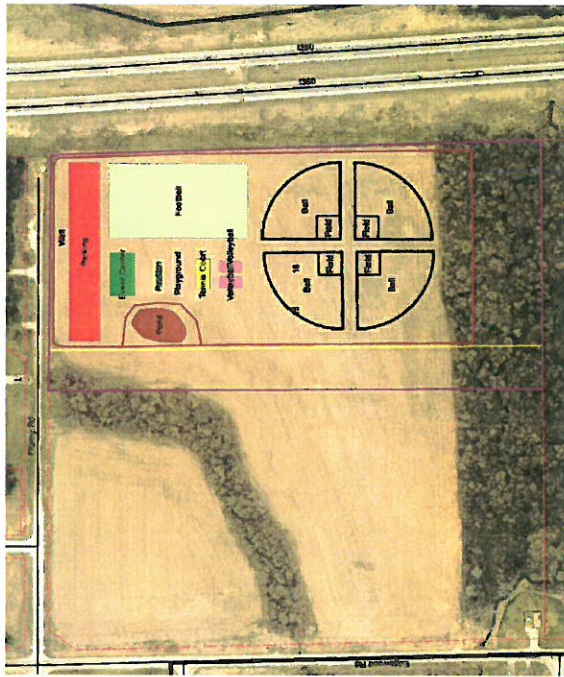
## Parks:

- **Trees for Kids Grant:** On Wednesday, May 2<sup>nd</sup> thirteen Hiawatha Elementary Students helped plant 21 trees around Guthridge Park. They learned how to plant a tree from the Iowa DNR and then broke off into groups to complete the planting. We completed the planting in just over an hour.



- **Branching Out Grant:** On Tuesday, May 8<sup>th</sup> we will have 7 Xavier High School students from their Kiwanis Key Club and 20 Progressive Insurance volunteers to plant 17 more trees between Tucker and Guthridge Park. We are excited to be working with so many different groups this spring!
- **Adventure Camp Posting:** We have found five really great candidates for Adventure Camp this summer. We will have 1 student from ISU, 2 from Kirkwood College, 1 from Anderson University and 1 from Alburnett High School. Michelle helped Ambyr and I interview the candidates and was a great help at making our final decisions. We look forward to a great summer ahead.
- **Parks OPEN:** All the parks are now open! We have all pavilions open, picnic tables dispersed, nets put up and mowing has started. Splash pads will be turned on from Memorial Day weekend to Labor Day weekend from 10am -8pm.
- **Playground Inspections:** All three parks were inspected by our ICAP insurance company representative on April 25<sup>th</sup>. This was a great experience that we will continue on an annual basis. Rick, Ted and I were able to go through each park and inspect our equipment along with a certified playground representative. There are a few updates in Guthridge and Tucker park but overall our equipment is in good shape. We will be removing the medal slide out at Tucker Park, getting a new slide topper and adding more chips in areas that are wearing.
- **Guthridge Park Handicap Stalls rearranged:** The Handicap Stalls at Guthridge Park have been removed from the middle lot and added on the south end of the parking lot. This will help control traffic at the farmers market and any special events that we have in the middle lot. Thank you to the streets department for helping us complete this project.
- **NW Park Purchase:** EXCITING NEWS! The parks will be expanding to the NW side of Hiawatha! We received confirmation from the Taylor family that they approve our ideas and are ready to sell 18 acres of their land to the City. We have been working with the City Engineer and Attorney to obtain a plat of survey and finalize the purchase agreement, we plan to close by the end of this fiscal year! We were able to get \$25,000.00 per acre leaving us with funds left over to start the planning process.





## SOLAR PANEL AGREEMENT

This **SOLAR PANEL AGREEMENT** (the "Agreement") is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2018 ("Effective Date") by and between the City of Hiawatha, Iowa, an Iowa municipal corporation (hereinafter the "City") and the Hiawatha Kid's League, an Iowa not for profit organization ("HKL"). The City and HKL may hereinafter be referred to collectively as the "Parties".

### RECITALS

WHEREAS, the City owns a concession stand located in Guthridge Park, Hiawatha:

WHEREAS, HKL provides youth recreational baseball activities;

WHEREAS, HKL has received a grant from Rockwell Collins Corporation to purchase and install a solar panel;

WHEREAS, HKL desires to locate the solar panel on the concession stand located in Guthridge Park;

WHEREAS, HKL has made a request to the City to allow HKL to install the solar panel on the concession stand located in Guthridge Park; and

WHEREAS, the City agrees to allow HKL to install the solar panel on the concession stand located in Guthridge Park under the terms and conditions contained in this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing, and mutual representations, covenants and agreement as set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, agree as follows:

1. **Solar Panel Installation.** The City grants HKL permission to install a solar panel on the concession stand located in Guthridge Park. HKL shall be solely responsible for all costs associated with the solar panel's installation, including, but not limited to, the cost to install the solar panel, electrical work and other expenses associated with the installation of the solar panel. The City agrees to waive any applicable permit fees.

2. **Solar Panel Maintenance.** HKL shall be solely responsible for all costs associated with any maintenance for the solar panel during the term of this Agreement.

3. **Term.** The term of this Agreement shall be for five (5) years as of the Effective Date of this Agreement. This Agreement shall automatically renew at the end of the five (5) year term for an additional five (5) year term, unless either party gives the other party at least ninety (90) days written notice of its intent to not renew the Agreement. Either party may terminate this Agreement, with ten (10) days written notice to terminate, if the other party is in breach of any term or condition of this Agreement.

4. **Solar Panel Installation.** HKL shall have the solar panel installed no later than August 1, 2018.

5. **Removal of Solar Panel.** HKL agrees that if the solar panel is removed from the concession stand located in Guthridge Park at any time, HKL shall be responsible for its removal. Additionally, HKL shall be responsible to indemnify the City for any damages to the concession stand or surrounding area caused by the installation, maintenance or removal of the solar panel. HKL agrees to reimburse the City for such damages within thirty (30) days after receiving written demand from the City.

6. **Utilities.** The Parties anticipate the solar panel will generate electricity throughout the year. The City agrees to give HKL a credit of \$150.00 to offset HKL's electrical utilities it pays to the City each year provided the solar panel generates at least 1.15 KW hours annually. The first credit shall be made no later than September 15, 2019. All subsequent credits shall be made on or before September 15<sup>th</sup> of every year thereafter during the Term of this Agreement so long as the solar panel continues to generate 1.15 KW hour annually.

The Parties further agree that they will review rates every three (3) years to evaluate the KW hours generated from the solar panel in conjunction with the utility costs to HKL. The City may, at its sole discretion and with at least sixty (60) days written notice to HKL, terminate its annual credit as provided in Paragraph 6 of the Agreement.

7. **Indemnification.** HKL shall defend, indemnify and hold harmless, the City, its agents, employees and elected officials, from any and all actual or alleged claims, demands, causes of action, liability, loss, damage and/or injury (to property or persons, including, without limitation, wrongful death), whether brought by an individual or other entity, or imposed by a court of law, administrative action or any federal, state, or local government or agency, arising out of the installation, maintenance or use of the solar panel referenced in this Agreement. This applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorney fees, and related costs and expenses, incurred by the City.

8. **Insurance.** HKL shall procure and maintain, at its own expense, and furnish to the City, for the duration of this Agreement, **comprehensive liability insurance for bodily injury and property damage**, written on an occurrence basis, including, but not limited to, automobile, commercial general liability, and non-owned auto, with an insurance company satisfactory to the City, in limits not less than **\$500,000** combined single limit for each occurrence and **\$500,000** in general aggregate. As a condition of this Agreement, HKL shall furnish to the City a certificate, satisfactory to the City, from HKL's insurance company showing the required insurance to be in force and stating that the insurance will not be canceled or changed except upon at least thirty (30) days prior written notice to the City. HKL shall name the City as an additional insured under HKL's general liability insurance policy.

HKL shall furnish to the City with satisfactory written proof that HKL is in full compliance with the requirements of this section and that the insurance is in force. Failure of the City to demand presentation of the proof of insurance required herein shall not constitute a waiver by the City of the requirements of this section.

9. **Severability.** If any provision of this Agreement, or the application thereof, shall for any reason and to any extent to be held invalid or unenforceable, the remainder of this Agreement and application of such provision to such other persons or circumstance shall be interpreted so as best to reasonably effect the intent of the Parties hereto. The Parties further agree to replace any such invalid or unenforceable provisions of this Agreement with valid and enforceable provisions which will achieve, to the extent possible, the economic, business and other purposes of the invalid or unenforceable provisions.

10. **Entire Agreement.** This Agreement constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or understandings, written or oral, among the Parties with respect to such subject matter, as set forth in this Agreement.

11. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original as against any party whose signature appears thereof and all of which together shall constitute one and the same instrument.

12. **Amendment.** Any term or provision of this Agreement may be amended, and the observance of any term of this Agreement may be waived (either generally or in a particular instance, and either retroactively or prospectively) only by a writing signed by the party to be bound thereby.

13. **No Waiver.** The failure of any party to enforce any of the provisions hereof shall not be construed to be a waiver of the right of such party thereafter to enforce such provision.

14. **Notices.** Whenever any party hereto desires or is required to give any notice demand or request with respect to this Agreement, each such communication shall be in writing and shall be effective only if it is delivered by personal service, sent by express courier service with guaranteed next day delivery, charges prepaid, or mailed by United States certified mail postage prepaid, return receipt requested, addressed as follows: If to the City, to 101 Emmons Street, Hiawatha, Iowa 52233, Attn: City Clerk; and if to Hiawatha Kid's League, P.O. Box 203, Hiawatha, Iowa 52233. Each such communication shall be effective when received by the addressee thereof or, if sent by express courier, within one day after pick-up by such courier or, if sent by registered or certified mail in the manner set forth above, three days after being deposited in the United States mail. Any party may change its address for such communications by giving notice thereof to the other party in conformity with this section.

15. **Captions and Headings.** The captions and headings used in this Agreement are for convenience of reference only and do not constitute a part of this Agreement and shall not be deemed to limit, characterize or in any way affect any provision of this Agreement.

16. **Submission to Jurisdiction; Choice of Forum.** Each of the parties submits to the exclusive jurisdiction of any state or federal court sitting in Linn County, Iowa, in any action or proceeding arising out of or relating to this Agreement or the transactions contemplated herein. Each of the parties waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought, and waives any bond, surety, or other security that might be required of any other party with respect thereto.

**THE PARTIES AGREE THAT THIS AGREEMENT IS A BINDING CONTRACT AND EACH PARTY HAS HAD A FULL AND AMPLE OPPORTUNITY TO CONSULT WITH AND OBTAIN THE ADVICE OF AN ATTORNEY.**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

CITY OF HIAWATHA, IOWA, an Iowa Municipal Corporation

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HIAWATHA KID'S LEAGUE, an Iowa Not for Profit Corporation

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# You are invited to a Jazzercise Demo class!

Join us for a 30-minute demo class at Hiawatha Farmers  
Market

When: May – July (1<sup>ST</sup> and 3<sup>rd</sup> Sundays of the month)

Start: Sunday, May 6, 2018

Time: 12:30 PM

Location: Guthridge park

**FREE EVENT!**

HIAWATHA'S

**BIKE**

**Rodeo**  
& PARADE

FRIDAY, MAY 18TH

4:30PM - 6PM

GUTHRIDGE PARK

**F**

**BIKE**



**SAFETY**

**R**

**HAND SIGNALS**



**E**



**HELMET SAFETY**

**E**

**HELMET GIVEAWAYS**

**INTERACTIVE LESSONS**

**MINI-MAINTENANCE SESSION**





# HIAWATHA BLASTBALL

Guthridge Park

July 9th through August 2nd

Monday/Wednesday 5:30 – 6:15 p.m. or

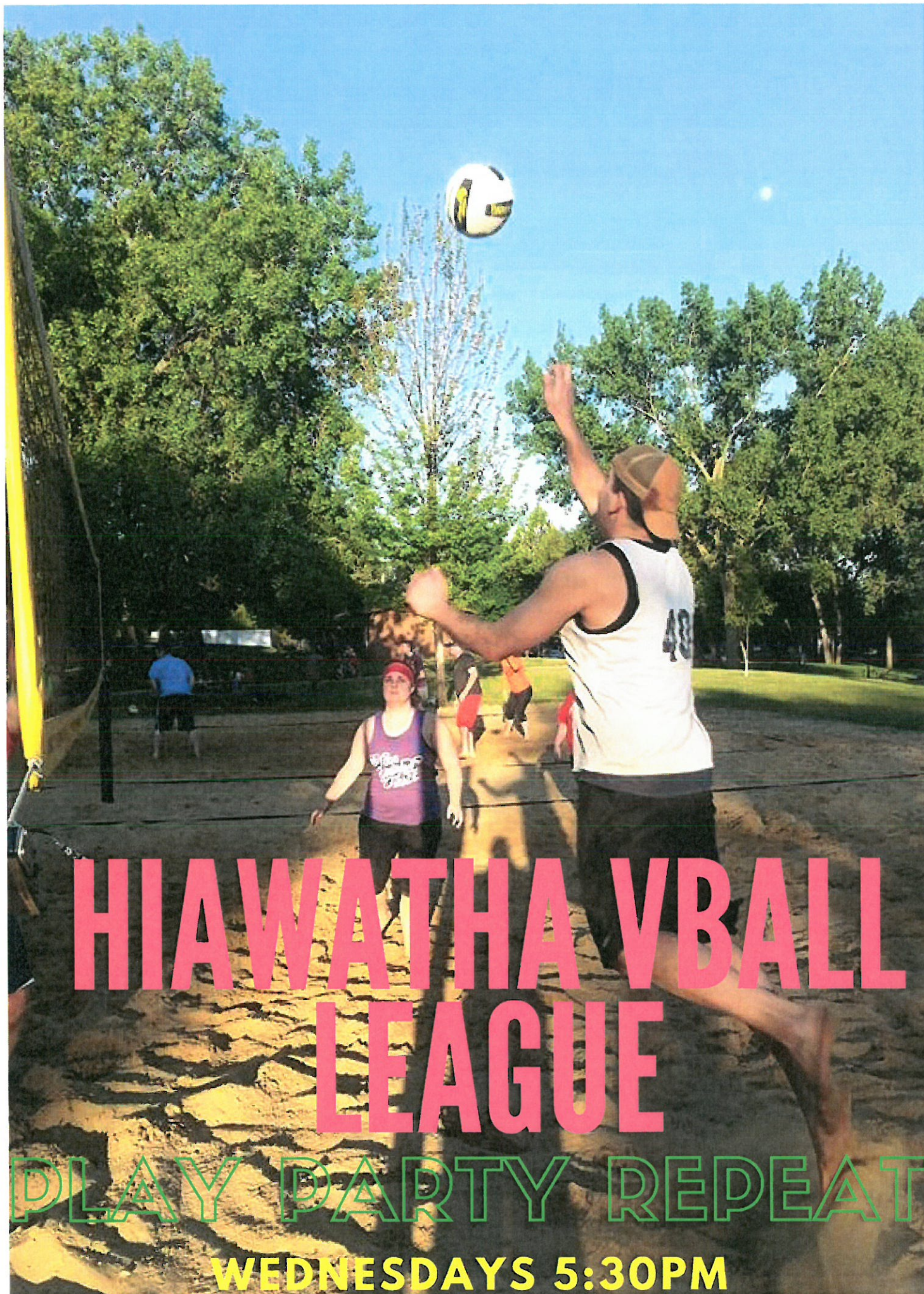
Tuesday/Thursday 6:30 – 7:15 p.m.

Early Registration by May 25th: \$25, includes shirt

Registration after May 25th: \$30, includes shirt

Deadline: June 8th





# HIAWATHA VBALL LEAGUE

PLAY PARTY REPEAT

WEDNESDAYS 5:30PM



Live Healthy **IOWA**  
**TRACK** Kids  
CHAMPIONSHIPS

**OFFICIAL ENTRY FORM**  
**2018**

EVENT MONTH/DAY: May 20, 2018

FACILITY ADDRESS: 907 15th Ave SW Cedar Rapids, IA 52404

RAIN DATE:

ORGANIZER NAME:

EVENT TIME: 1:00pm

ORGANIZER PHONE:

FACILITY NAME: Kingston Stadium

ORGANIZER EMAIL:

**PLEASE PRINT**

Name: \_\_\_\_\_ Date of Birth (MM/DD/YYYY): \_\_\_\_/\_\_\_\_/\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

T-shirt size: Youth  6/8  10/12  14/16 Adult  S  M  L  XL  XXL

*Athletes will only receive a T-shirt if they qualify for the State Championships in Marshalltown*

Parent/Guardian Day Phone: \_\_\_\_\_ Parent/Guardian Cell Phone: \_\_\_\_\_

Parent/Guardian Email: \_\_\_\_\_

Emergency Contact and Phone Number (other than listed above): \_\_\_\_\_

Participants can enter either **TWO TRACK AND ONE FIELD OR TWO FIELD AND ONE TRACK EVENT**.  
The relay does not count as a running event.

**Participant will complete in age & gender group according to their age on December 31, 2018 .**

Please check the gender and events you wish to participate in at this meet.

**BOYS 7-8**  **GIRLS 7-8 (born in 2010-2011)**

- 50 Meter Dash  100 Meter Dash  200 Meter Dash  
 4x100 Meter Relay  Standing Long Jump  Softball Throw

**BOYS 9-10**  **GIRLS 9-10 (born in 2008-2009)**

- 50 Meter Dash  100 Meter Dash  200 Meter Dash  400 Meter Dash  
 4x100 Meter Relay  Standing Long Jump  Softball Throw

**BOYS 11-12**  **GIRLS 11-12 (born in 2006-2007)**

- 100 Meter Dash  200 Meter Dash  400 Meter Dash  800 Meter Run  
 4x100 Meter Relay  Standing Long Jump  Softball Throw

**BOYS 13-14**  **GIRLS 13-14 (born in 2004-2005)**

- 100 Meter Dash  200 Meter Dash  400 Meter Dash  800 Meter Run  1600 Meter Run  
 4x100 Meter Relay  Standing Long Jump  Softball Throw

**RELAY TEAM** (check gender, age group and list team members)

BOYS 7-8  GIRLS 7-8  BOYS 9-10  GIRLS 9-10  BOYS 11-12  GIRLS 11-12  BOYS 13-14  GIRLS 13-14

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_

**THANK YOU FOR SIGNING THE WAIVER ON THE BACK**