

**AGENDA**  
**CITY OF CEDAR FALLS, IOWA**  
**REGULAR MEETING, CITY COUNCIL**  
**MONDAY, AUGUST 6, 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 16, 2018 and Special Meeting of July 23, 2018.
- D. Agenda Revisions.
- E. Special Order of Business:
  1. Public hearing on the proposed plans, specifications, form of contract & estimate of cost for the 2018 Sidewalk Assessment Project, Zone 9.
    - a. Receive and file proof of publication of notice of hearing. (Notice published July 20, 2018)
    - b. Written objections filed with the City Clerk.
    - c. Oral comments.
  2. Resolution approving and adopting the plans, specifications, form of contract & estimate of cost for the 2018 Sidewalk Assessment Project, Zone 9.
  3. Public hearing on an associated amendment to the Schematic Land Use Map by changing the designation from High Density Residential to Neighborhood Commercial/Mixed Use, and also 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.
    - a. Receive and file proof of publication of notice of hearing. (Notice published July 26, 2018)
    - b. Written objections filed with the City Clerk.
    - c. Oral comments.
  4. Resolution amending the Schematic Land Use Map, by changing the designation from High Density Residential to Neighborhood Commercial/Mixed Use, for property located at 1015 & 1021 West 22nd Street.
  5. Pass an ordinance amending Section 29-107 of the Code of Ordinances by removing property located at 1015 & 1021 West 22nd Street from the R-3, Multiple Unit Residential Zoning District and placing the same in the C-3, High Density Commercial Zoning District, upon its first consideration. (Contingent upon approval of Item E-4)
  6. 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.

- a. Receive and file proof of publication of notice of hearing. (Notice published July 26, 2018)
  - b. Written objections filed with the City Clerk.
  - c. Oral comments.
7. Pass an ordinance amending Chapter 29, Zoning, and Chapter 27, Utilities, of the Code of Ordinances relative to the City's floodplain regulations, upon its first consideration.
  8. 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.
    - a. Receive and file proof of publication of notice of hearing. (Notice published July 26, 2018)
    - b. Written objections filed with the City Clerk.
    - c. Oral comments.
  9. Resolution approving and authorizing execution of a Zoning Agreement Amendment relative to property located generally on Lots 7 & 8 of the Midway Business Park Addition.
  10. Pass an ordinance rezoning property located generally on Lots 7 & 8 of the Midway Business Park Addition pursuant to provisions of a Zoning Agreement associated with Ordinance #2080, which placed said property in the R-4 Residential Zoning District, upon its first consideration.
- F. Old Business:
1. Pass Ordinance #2928, amending Chapter 6, Animals, of the Code of Ordinances relative to butchering and disposal of dead animals, upon its second consideration.
- G. 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. Receive and file the Committee of the Whole minutes of July 16, 2018 relative to the following items:
      - (1) Review Code Section 14-149 - Parking Hard Surfacing Requirements.
      - (2) Levee Update.
      - (3) Bills & Payroll.
    - b. Receive and file the City Council Work Session minutes of July 16, 2018.
    - c. Receive and file Departmental Monthly Reports of June 2018.
    - d. Receive and file the plans, specifications, form of contract & estimate of cost for the Cedar Falls Public Library Remodel Project.
    - e. Receive and file the plans, specifications, form of contract & estimate of cost for the 2018 Seal Coat Project.
    - f. Approve the application of Western Home Communities (Flashing Thunder Fireworks) for a fireworks display permit for September 8, 2018.

- g. Approve the following special event related requests:
  - (1) Closure of a Municipal Lot located at 217 Washington Street, FondoFest Pre-Party, August 17, 2018.
  - (2) Street closure, College Street, August 17-18, 2018.
  - (3) Street closure, Timber Drive, August 19, 2018.
  - (4) Closure of a portion of Municipal Lot G, Pear Fair, September 14-16, 2018.
  - (5) Street closure, Green Creek Road, September 16, 2018.
  
- h. Approve the following applications for beer permits and liquor licenses:
  - (1) Vintage Iron, 104 Main Street, Class B native wine - renewal.
  - (2) Casey's General Store, 2425 Center Street, Class C beer & Class B native wine - renewal.
  - (3) Casey's General Store, 5226 University Avenue, Class C beer & Class B native wine - renewal.
  - (4) King Star, 2228 Lincoln Street, Class C beer & Class B native wine - renewal.
  - (5) Amigo, 5809 University Avenue, Class C liquor & outdoor service - renewal.
  - (6) Octopus, 2205 College Street, Class C liquor & outdoor service - renewal.
  - (7) The Library, 2222 College Street, Class C liquor & outdoor service - renewal.
  - (8) B & B West, 3105 Hudson Road, Class E liquor - renewal.
  - (9) Wal-Mart, 525 Brandilynn Boulevard, Class E liquor - renewal.
  - (10) Mulligan's Brick Oven Grill & Pub, 205 East 18th Street, Class C liquor & outdoor service - change in ownership.
  - (11) The Black Hawk Hotel, The Stuffed Olive, 115-119 Main Street, Class B liquor & outdoor service - new.
  
- 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 naming official depositories for the City of Cedar Falls.
  - b. Resolution approving and adopting the recommendation of the Community Center & Senior Services Board relative to a Community Center Rental Fee Schedule.
  - c. Resolution approving and authorizing expenditure of funds for a consultant to develop concepts and cost estimates for potential improvements to Pettersen Plaza.
  - d. Resolution approving the Pinnacle Ridge 2nd Minor Subdivision Plat, a Replat of Parcels M and N Pinnacle Ridge Minor Subdivision Plat.
  - e. Resolution approving a Highway Corridor and Greenbelt (HCG) Overlay Zoning District site plan for construction of a restaurant on Lot 1 of East Viking Plaza.
  - f. Resolution approving and authorizing execution of ten Owner Purchase Agreements and one Tenant Purchase Agreement, and approving and accepting nine Owner's Temporary Grading Easements for Construction and nine Warranty Deeds, in conjunction with the West 1st Street Reconstruction Project.
  - g. Resolution approving and authorizing execution of a Lease with FN Investors, L.L.C. for temporary use of Lot 13, West Viking Road Industrial Park, relative to private development of adjacent property.
  - h. Resolution approving and authorizing submission of a Resource Enhancement and Protection (REAP) Grant Application for the Clay Street Park Water Quality Improvements Project.

- i. Resolution approving and authorizing execution of Supplemental Agreement No. 8 with AECOM Technical Services, Inc. relative to the Downtown Levee Improvements Project.
  - j. Resolution setting August 20, 2018 as the date of public hearing on the proposed plans, specifications, form of contract & estimate of cost for the Cedar Falls Public Library Remodel Project.
  - k. Resolution setting August 20, 2018 as the date of public hearing on the proposed plans, specifications, form of contract & estimate of cost for the 2018 Seal Coat Project.
- H. Allow Bills and Payroll.
- I. City Council Referrals.
- J. City Council Updates.
- K. Executive Session to evaluate the performance of the City Administrator pursuant to Iowa Code Section 21.5(1)(i), following Public Forum.
- L. Public Forum. (Speakers will have one opportunity to speak for up to 5 minutes on topics germane to City business.)
- M. Adjournment.

**CITY HALL  
CEDAR FALLS, IOWA, JULY 16, 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 7:26 P.M. on the above date. Members present: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Absent: None.

51958 - It was moved by Kruse and seconded by deBuhr that the minutes of the Regular Meeting of July 9, 2018 be approved as presented and ordered of record. Motion carried unanimously.

51859 - City Clerk Danielsen announced that Item I. Executive Session was being removed from the Agenda.

51960 - It was moved by Wieland and seconded by Green that the following items and recommendations on the Consent Calendar be received, filed and approved:

Approve the recommendation of the Mayor relative to the reappointment of Michael Sulentic the Library Board of Trustees, term ending 06/30/2024.

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.

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

Receive and file the plans, specifications, form of contract & estimate of cost for the 2018 Sidewalk Assessment Project, Zone 9.

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.

Motion carried unanimously.

51961 - It was moved by Green and seconded by Darrah that the following resolutions be introduced and adopted:

Resolution # 21,188, approving and authorizing execution of an Affiliate TV Agreement with Hawkeye Sports Properties, LLC relative to rights to broadcast certain programs on Channel 15.

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Resolution #21,189, approving and authorizing execution of an Agreement in Support of the Beau's Beautiful Blessings, Inc. relative to an FY19 Community Betterment Grant.

Resolution #21,190, approving and authorizing execution of an Agreement in Support of the Cedar Falls Historical Society relative to an FY19 Community Betterment Grant.

Resolution #21,191, approving and authorizing execution of an Agreement in Support of the Cedar Falls College Hills Partnership relative to an FY19 Community Betterment Grant.

Resolution #21,192, 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.

Resolution #21,193, 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.

Resolution #21,194, approving and authorizing execution of an Agreement in Support of the North Cedar Neighborhood Association relative to an FY19 Community Betterment Grant.

Resolution #21,195, approving and authorizing execution of an Agreement in Support of the Volunteer Center of the Cedar Valley relative to an FY19 Community Betterment Grant.

Resolution #21,196, approving and authorizing execution of an Agreement in Support of the Waterloo-Cedar Falls Symphony Orchestra Association relative to an FY19 Community Betterment Grant.

Resolution #21,197, approving and authorizing the expenditure of funds for the purchase of an automated side load body for a refuse vehicle from Kilburg Equipment.

Resolution #21,198, approving and authorizing execution of a Professional Service Agreement with Foth Infrastructure & Environment, LLC for the Henry Property Traffic Impact Study Peer Review.

Resolution #21,199, 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.

Resolution #21,200, approving and authorizing execution of a Purchase Offer with Craig and Kathleen Olmstead, in conjunction with the Northern Cedar Falls Flood Buyout Program.

Resolution #21,201, 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.

Resolution #21,202, 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.

Resolution #21,203, 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.

Resolution #21,204, 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.

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 #21,188 through #21,204 duly passed and adopted.

51962 - It was moved by Darrah and seconded by deBuhr that Resolution #21,205 approving and authorizing execution of an Agreement in Support of the Cedar Falls Community Theatre, Inc. relative to an FY19 Community Betterment Grant, be adopted. Following a question by Councilmember Green and response by Tourism and Cultural Manager Manning, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion Carried. The Mayor then declared Resolution #21,205 duly passed and adopted.

51963 - It was moved by Blanford and seconded by deBuhr that Resolution #21,206 approving and authorizing execution of an Agreement in Support of the Cedar Falls Woman's Club relative to an FY19 Community Betterment Grant, be adopted. Following a question by Councilmember Green and response by Tourism and Cultural Manager Manning, Mayor Brown and Finance and Business Operations Director Rodenbeck, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion Carried. The Mayor then declared Resolution #21,206 duly passed and adopted.

51964 - It was moved by Miller and seconded by Wieland that Resolution #21,207 approving and authorizing execution of Supplemental Agreement No. 1 with Clapsaddle-Garber Associates, Inc. relative to the Center Street Recreational Trail Project, be adopted. Following a question by Councilmember Miller and response by City Engineer Resler, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion Carried. The Mayor then declared Resolution #21,207 duly passed and adopted.

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- 51965 - It was moved by Darrah and seconded by Miller that Resolution #21,208 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, be adopted. Following a brief explanation of the program by Councilmember Darrah and clarification by City Administrator Gaines, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion Carried. The Mayor then declared Resolution #21,208 duly passed and adopted.
- 51966 - It was moved by Darrah and seconded by Wieland that Resolution #21,209 approving and authorizing execution of Supplemental Agreement No. 1 with Riverwise Engineering, LLC relative to the Cedar River Recreational Improvement Project, be adopted. Community Development Director Sheetz, City Administrator Gaines and Finance and Business Operations Director Rodenbeck responded to questions and comments by Councilmembers Blanford, Miller, Wieland, Darrah and Kruse. The Mayor then put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion Carried. The Mayor then declared Resolution #21,209 duly passed and adopted.
- 51967 - It was moved by Miller and seconded by Darrah that Ordinance #2928 amending Chapter 6, Animals, of the Code of Ordinances relative to butchering and disposal of dead animals, be passed upon its first consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried.
- 51968 - It was moved by Darrah and seconded by Miller that the bills 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.
- 51969 - Municipal Operations and Programs Director Ripplinger provided an update on the pickle ball courts, BLAST Swim Club Meet and attendance at the Cedar Falls Aquatic Center, Clay Street Park shelter, monument sign at Veteran's Memorial Park, new baskets at the Disc Golf course, Iowa State Trap Shooting event and attendance, and the Shrine Bowl Parade and football game. Director Ripplinger then responded to questions by Councilmembers Darrah and Wieland.
- Mayor Brown announced that community volunteer Sid Morris was voted the August 17th "Iowan of the Day" for the Iowa State Fair.
- 51970 - It was moved by Wieland and seconded by Kruse that the meeting be adjourned at 7:59 P.M. Motion carried unanimously.

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Jacqueline Danielsen, MMC, City Clerk



**CITY HALL  
CEDAR FALLS, IOWA, JULY 23, 2018  
SPECIAL MEETING, CITY COUNCIL  
MAYOR JAMES P. BROWN PRESIDING**

The City Council of the City of Cedar Falls, Iowa, met in Special 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 4:58 P.M. on the above date. Members present: Miller, deBuhr, Blanford, Darrah, Wieland, Green. Absent: Kruse.

- 51971 - It was moved by Darrah and seconded by Green that the application of Mary Lou's Bar & Grill, 2719 Center Street, for addition of temporary outdoor service to its Class C liquor license on July 28-29, be approved. Motion carried unanimously.
  
- 51972 - It was moved by Wieland and seconded by Miller that the meeting be adjourned at 5:00 P.M. Motion carried unanimously.

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Jacqueline Danielsen, MMC, City Clerk





**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:** August 1, 2018

**SUBJECT:** 2018 Sidewalk Assessment Project  
SW-000-3113  
Zone 9  
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.

Attached on the following page are the property addresses and quantity of concrete that will be replaced for the 2018 Sidewalk Assessment.

# Item E.1.

LOCATION NO.	LOCATION	REPLACE SIDEWALK 4" P.C.C. (S.F.)	REPLACE SIDEWALK 6" P.C.C. (S.F.)	LOCATION NO.	LOCATION	REPLACE SIDEWALK 4" P.C.C. (S.F.)	REPLACE SIDEWALK 6" P.C.C. (S.F.)
1	1638 Waterloo Road	25.1	-	46	2510 Rainbow Drive	32	-
2	1616 East Street	20	-	47	2523 Rainbow Drive	-	16
3	1623 Scoggin Street	48	-	48	2726 Rainbow Drive	36.4	26.8
4	722 Newman Avenue	41.5	-	49	2403 Cedar Heights Drive	48.4	-
5	821 Grand Boulevard	60.5	22	50	2912 Rainbow Drive	16	-
6	1607 Schreiber Street	20	-	51	3018 Rainbow Drive	65.2	-
7	1612 Schreiber Street	-	24.5	52	3030 Rainbow Drive	16.4	-
8	909 Grand Boulevard	-	27	53	2607 Cedar Heights Drive	49	25
9	1708 Schreiber Street	20.5	-	54	2619 Cedar Heights Drive	26	25
10	1722 Schreiber Street	23.5	-	55	2703 Cedar Heights Drive	20	21
11	1802 Waterloo Road	16	15.2	56	2113 California Street	26.8	-
12	1804/1812 Waterloo Road	19.6	40	57	2114 California Street	46.4	-
13	1620 Birch Street	85.5	-	58	2122 California Street	15.2	18
14	933 Grand Boulevard	110	25	59	2117 California Street	14	-
15	930 Newman Avenue	44.5	21	60	2121 California Street	49.6	48
16	929 Newman Avenue	173	75	61	2134 California Street	35.2	-
17	1715 Birch Street	45	20	62	2219 Hawthorne Drive	16	-
18	1725 Birch Street	25	-	63	2125 Hawthorne Drive	-	11.2
19	922 Rainbow Drive	47	50	64	2109 Rownd Street	-	15.2
20	1631 Gibson Street	41.5	26	65	2117 Rownd Street	34	-
21	623 East 18th Street	57.7	-	66	2421 Rownd Street	67.2	-
22	907 Rainbow Drive	15.6	-	67	2001 Hawthorne Drive	-	17.2
23	1027 Rainbow Drive	50	-	68	1703 Hawthorne Drive	32.4	-
24	1514 Rainbow Drive	16	-	69	1503 Hawthorne Drive	16.4	-
25	1524 Rainbow Drive	32	-	70	1415 Hawthorne Drive	30	15.2
26	1609 Rainbow Drive	17.2	-	71	1305 Hawthorne Drive	-	18.8
27	1612 Rainbow Drive	16	-	72	1301 Hawthorne Drive	16	-
28	1716 Rainbow Drive	-	16.4	73	2015 Waterloo Road	32	-
29	1802 Rainbow Drive	20.4	32.4	74	2103/2105 Waterloo Road	17.2	16.4
30	1808 Rainbow Drive	16	-	75	2130/2132 Waterloo Road	32	-
31	1820 Rainbow Drive	16	-	76	1201-1207 Royal Drive	33.2	36.4
32	1838/1840 Rainbow Drive	16.8	-	77	2328 Waterloo Road	18.4	-
33	1841 Rainbow Drive	16	-	78	2410 Melrose Drive	16	-
34	1904 Rainbow Drive	17.2	-	79	1926 Valley Park Drive	-	64.4
35	1928 Rainbow Drive	-	16.4	80	2013 Valley Park Drive	16.4	32
36	2006 Rainbow Drive	16	-	81	2117 Valley Park Drive	17.6	-
37	2103 Rainbow Drive	16	-	82	2215 Valley Park Drive	48	-
38	2118 Grand Boulevard	-	19.2	83	2403/2405 Valley Park Drive	63.6	-
39	2233 Grand Boulevard	15.2	-	84	2415 Valley Park Drive	16.4	-
40	2309 Grand Boulevard	99.2	-	85	2422 Valley Park Drive	31.6	16
41	2330 Rainbow Drive	64.4	-	86	2427 Valley Park Drive	-	31.6
42	2410 Rainbow Drive	18	-	87	2504 Valley Park Drive	16	-
43	2436 Rainbow Drive	16	-	88	2510 Valley Park Drive	16	-
44	2504 Rainbow Drive	32	16.4	89	2405 Royal Drive	18	16
45	2505 Rainbow Drive	16	16	90	916 Seerley Boulevard	15.6	-
				91	917 Seerley Boulevard	16	16

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
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MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor James P. Brown and City Council
FROM: Karen Howard, Planning & Community Services Manager
DATE: August 2, 2018
SUBJECT: Land Use Map Amendment and Rezoning request for property at 1015 and 1021 W. 22nd St

REQUEST: Land Use Map Amendment from High Density Residential to Neighborhood Commercial/Mixed Use and rezoning of the subject properties from R-3 Multiple Unit Residential to C-3 Commercial District

PETITIONER: Steve Troskey – CGA Engineers

LOCATION: Properties located at 1015 and 1021 W. 22nd Street in the College Hill Neighborhood

PROPOSAL

The applicant has submitted a request to amend the Future Land Use Map within the City's Comprehensive Plan to extend the boundary of the area designated as Neighborhood Commercial / Mixed Use west to include the adjacent properties at 1015 and 1021 W. 22nd Street as shown in the map below. Goals for this area are addressed in the College Hill Neighborhood section of the Comprehensive Plan adopted in 2012 and in the College Hill Neighborhood Plan adopted in 1993.

In concert with the Future Land Use Map amendment the applicant has requested a rezoning of the subject properties from R-3 Multiple Unit Residential to C-3 Commercial. The rezoning will allow expansion of the Neighborhood Commercial/ Mixed Use area to expand further to the west along 22nd Street, including any associated accessory uses necessary to support the urban mixed use development anticipated for this area.

BACKGROUND

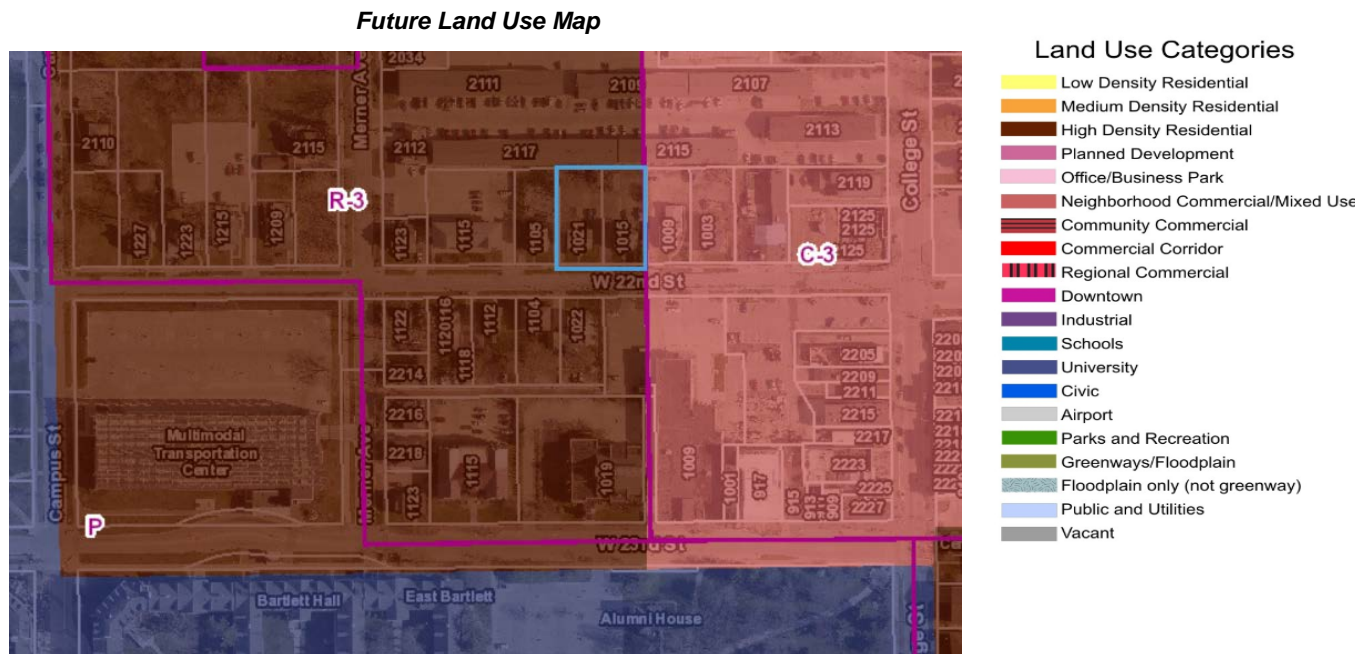
The subject properties at 1015 and 1021 W. 22nd Street currently contain lower density residential uses, a duplex and a single unit home, respectively. Both are rental properties owned by CV Commercial, LLC. The owner is proposing to tear down the existing structures and construct a 29-space parking lot that will provide additional accessory parking for a 5-story

## Item E.3.

mixed-use building proposed on properties at 2119 College Street, 925 W. 22<sup>nd</sup> Street, and 1003 W. 22<sup>nd</sup> Street. A similar project was proposed earlier this year, but the application was denied by the City Council largely due to inadequate parking. With this application, the owner is proposing to provide additional parking on the properties at 1015 and 1021 W. 22<sup>nd</sup> Street to serve the upper floor residential uses in the mixed use building in a manner that is consistent with the goals of the College Hill Neighborhood Plan and the City's Comprehensive Plan.

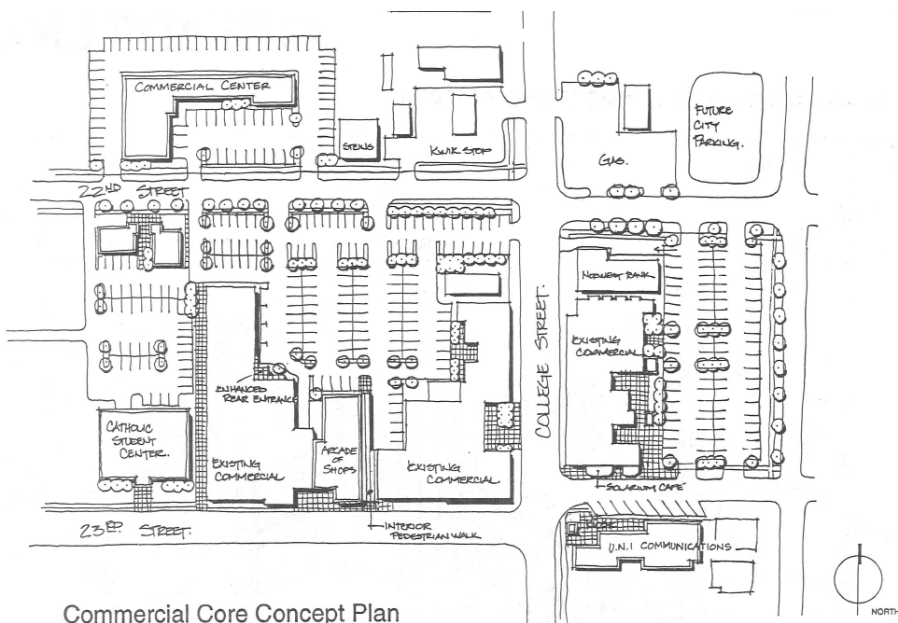
### ANALYSIS

**Amendment to the Future Land Use Map:** The applicant is requesting to change the land use map designation of the properties at 1015 and 1021 W. 22<sup>nd</sup> Street from High Density Residential to Neighborhood Commercial/Mixed Use, as noted on the map below.



Both the College Hill Neighborhood Plan and the Comprehensive Plan provide guidance for future development in this area. The College Hill Neighborhood Plan adopted in 1993, describes the concept of a more cohesive and attractive “commercial core” concentrated “in a two-square block area between 23<sup>rd</sup> Street and the middle of the 2100 block of College Street. The ultimate form of the commercial development in the College Hill Business District should be a commercial core surrounding a “parking courtyard” rather than an elongated commercial strip.”

The plan provides an illustration of this concept, as shown on the following page:



## COLLEGE HILL NEIGHBORHOOD

The Comprehensive Plan adopted in 2012 sets forth goals for commercial infill development along 22<sup>nd</sup> Street:

*Extend the streetscape along 22<sup>nd</sup> Street to improve pedestrian access with wider, brick sidewalks and parallel or angled on-street parking (or alternately, parking behind buildings), and spur local development of more mixed-use storefronts with apartment dwellings above. Bring mixed-use commercial development between 21<sup>st</sup> and 22<sup>nd</sup> Street to link the “Upper Hill” and “Lower Hill” along College Street into a more cohesive, walkable retail area. (p.140)*

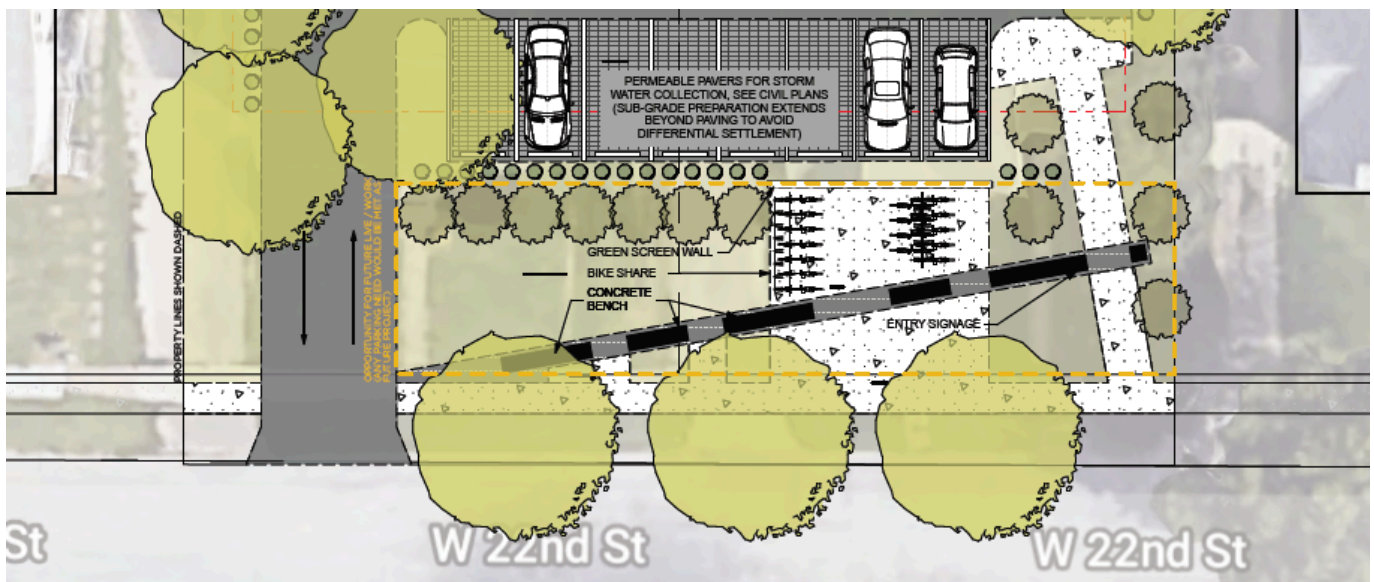
As shown above, the College Hill Neighborhood Plan anticipated the expansion of the commercial core of the neighborhood extending west along 22<sup>nd</sup> Street to include the two properties subject to this requested land use map amendment and rezoning.

Staff notes that the goal of encouraging redevelopment evolved in the 2012 plan from the earlier 1993 College Hill Plan. There was a shift in focus from discussion of a “commercial core” surrounding a parking court to encouraging mixed-use storefronts with apartment dwellings above with on-street parking supplemented with parking located behind buildings to provide a more pedestrian-friendly streetscape. It was an acknowledgement that if the goal is to create a cohesive and walkable neighborhood commercial area, the streetscape should not be interrupted by unscreened surface parking areas.

The applicant is proposing to address both the need for additional parking to serve the proposed mixed-use building and the desire for an improved streetscape with the parking buffered and screened from view of the street. The parking lot is proposed to set back from the public ROW approximately 25 feet, with the setback area designed as a small usable green space with the parking lot screened from view by trees, shrubs, and a planted screenwall. This area will include public seating along a low wall that extends along the public sidewalk, space dedicated to public

## Item E.3.

bicycle parking and location for the community's nascent bike share program. Following is a drawing of the proposed greenspace and parking area as viewed from a pedestrian perspective along 22<sup>nd</sup> Street and a plan view of the landscaping plan for the greenspace. More detailed information is included in the applicant's submitted documents attached to this memo.



Staff was initially concerned about replacing active building uses with a surface parking lot, but find that the proposal for the usable greenspace in combination with a parking area set back from the street strikes a good balance between potentially competing comprehensive plan goals for additional parking and for new higher density mixed-use development. It should also be noted that the 25-foot setback leaves enough space for a small commercial liner building or live-work units that could front on 22<sup>nd</sup> Street in front of the parking area in the future if the demand is there for small business start-up space or additional neighborhood-serving commercial uses. Due to the potential for furthering the goals of the College Hill Neighborhood Plan and the 2012 Comprehensive Plan, staff supports the amendment to the Future Land Use Map.



***Proposed Rezoning:***

The properties are currently zoned R3 Multiple Unit Residential. This zone is intended for moderate intensity residential uses, including single unit dwellings, duplexes, and multiple unit dwellings with a height limit of 45 feet or 3 stories, whichever is less. The properties are also within the College Hill Overlay District, the provisions of which govern all uses and development proposals within the overlay district. The current R3 zoning is unlikely to facilitate the desired redevelopment along 22<sup>nd</sup> Street as described in the College Hill Neighborhood Plan or the 2012 Comprehensive Plan, due to the larger front setbacks and limited residential densities allowed.

The requested rezoning is C3 Commercial, which is the designation reserved for the highest intensity urban commercial areas in the city and is the current zoning applied to Downtown Cedar Falls and the College Hill commercial district. This zone allows storefront commercial uses located close to the public sidewalk with upper floor residential uses encouraged as a secondary use of the property.

As described in the section above, the proposed rezoning to C3 Commercial is consistent with the goals set forth in the College Hill Neighborhood Plan and the 2012 Comprehensive Plan, which both call for expansion of opportunities for urban mixed use development extending further down 22<sup>nd</sup> Street in a manner that enhances the pedestrian environment along the street and provides additional storefront commercial space and high density housing opportunities that will take pressure off the lower scale neighborhoods located to the east. While the older 1993 College Hill Neighborhood Plan calls for consideration of C1 Zoning for the commercial area in the College Hill neighborhood, staff finds that some of the provisions of the C1 Zone, particularly the requirement for larger building setbacks are inconsistent with the updates adopted with the Comprehensive Plan in 2012 that calls for urban mixed-use in this area with buildings located close to the street in a manner that promotes walkability and more efficiently uses the lot area in this urban location. The additional standards and design review required with the adoption of the College Hill Overlay zoning serve to mitigate concerns with the C3 zoning designation expressed in the 1993 College Hill Neighborhood Plan. Therefore, staff finds the proposed rezoning to be consistent with the Comprehensive Plan and College Hill Neighborhood Plan goals. Use of the property for accessory parking to the larger mixed use project further to the east will help alleviate concerns regarding adequate parking for the upper floor residential uses. The details of this particular use of the property will be discussed in more detail in the staff memo for the site plan review.

***Public Notice:***

A notice of the public hearing at the Planning and Zoning Commission was published in the *Waterloo Courier* on Wednesday, June 20, 2018. Also, a notice to the adjoining property owners was sent on June 19, 2018 inviting them to the public hearing. A notice of the public hearing at Council was published in the *Waterloo Courier* on Thursday, July 26, 2018.

**STAFF RECOMMENDATION**

The Community Development Department recommends approval of the request to amend the Future Land Use Map from High Density Residential to Neighborhood Commercial/Mixed Use for properties located at 1015 and 1021 W. 22<sup>nd</sup> Street and to rezone the same properties from R-3 Multiple Unit Residential to C-3 High Density Commercial.

## Item E.3.

### PLANNING & ZONING COMMISSION

Introduction  
6/27/2018 Howard presented the staff report and background information for both the proposed future land use map amendment and the rezoning. She presented the staff analysis regarding how the proposal meets the goals of the College Hill Neighborhood Plan and 2012 Comprehensive Plan. She described the immediate proposed use of the properties is for additional parking for the proposed mixed-use building located at the corner of College and 22<sup>nd</sup> Streets. The applicant's perspective drawings were presented to characterize how the parking area would be designed with a useable green space at the front of the lot to improve the streetscape along 22<sup>nd</sup> Street to meet Comprehensive Plan goals to make the area more pedestrian friendly.

Holst indicated support but suggested adjusting the Future Land Use Map boundary for Neighborhood Commercial/Mixed Use further to the west to include all the land up to the UNI campus to create a more uniform boundary and encourage additional redevelopment.

Ms. Giarusso asked about the intervening property at 1009 22<sup>nd</sup> Street and whether this would be considered a "spot zoning." Ms. Saul asked the same question. Howard noted the property was already zoned C3 and rezoning 1015 and 1021 to C3 would not be considered a spot zone, because they are contiguous to other C3 zoned properties.

Dan Drendel, architect for the project, described the project in more detail.

Eashaan Vajpeyi, 3031 Convair Lane, attorney for Brian Sires, expressed concerns about the project and the adequacy of the parking to serve the higher density residential proposed.

Dave Deibler, 1616 Campus Street, expressed support for the project and encouraged additional redevelopment and higher density in this area.

Chris Martin, 421 W. Seerley Boulevard expressed support for the project as it fits into the vision for linking the upper and lower College Hill commercial areas.

The public hearing was continued to the July 11 meeting.

Vote  
7/11/2018

Chair Oberle introduced the item and Ms. Howard provided background information. She explained that the property is located in the College Hill Overlay District and gave a brief explanation of the proposal, noting that it addresses the desire for additional parking to serve a proposed mixed-use building on College Street and will improve the streetscape on 22<sup>nd</sup> Street with a deeper setback and usable greenspace. Staff finds that the proposed amendment to the land use

map will create a reasonable balance and advancement of comprehensive plan goals, as well as spur a walkable mixed-use development in the future by reserving space at the front of the lot to help meet future market demand. The proposed rezoning is consistent with the current Comprehensive Plan, as well as the College Hill Neighborhood Plan. Staff recommends approval of an amendment to the future land use map as well as a rezoning of the properties.

Dan Drendle, Slingshot Architecture, spoke on behalf of the applicant, noting his appreciation to staff for their help with the project.

Chris Wernimont, 415 ½ Washington Street, asked staff what the difference is in this proposal compared to a previous, similar proposal he made and was denied. He felt this was a kind of spot zoning.

Dave Diebler, 1616 Campus Street, stated he is in favor of the project and would like to see it move forward. He doesn't feel there is a parking problem.

Eashaan Vajpeyi, 3831 Convair Lane, asked if staff was going to speak to the effect of the protests to the rezoning. Ms. Howard stated that the City has received a couple of protest petitions from nearby property owners, which would trigger a super majority vote from City Council if the project moves forward.

Cara Bigelow Baker, 1826 Quail Run Lane, (works at the Razor's Edge) stated concerns with spot zoning. She has no issues with promoting growth in the area, but feels that loopholes are being created that will cause issues down the road.

Matt Hardin, 801 Grand Avenue, Des Moines, attorney for the developer, stated that it is not their position that the rezoning is tied to the approval of the site plan. Their position is that if the rezoning is not approved, the extra parking to be provided would not be necessary for the approval of the site plan for the proposed mixed-use building on College Street.

Ms. Howard stated that rezoning the properties would not be considered an illegal spot zone as it would be just an extension of the C-3 District, which directly abuts these properties. If the property is rezoned to C-3, Commercial, it would allow the properties to develop according to the C-3 District within the College Hill District. She clarified that if the site plan were to fail, but the rezoning is approved, the properties would be zoned C-3, and could be developed according the standards and requirements of that zone. However, if the rezoning were to fail, the site plan as currently proposed could not be approved, since it specifically proposes tying this additional parking area to the other site, whether or not the parking is determined to be required or merely being provided. However, that would not foreclose the applicant from coming forward in the future and proposing a different mixed-use project on the College Street site that was not tied to the properties under consideration for rezoning.

Ms. Oberle asked about Mr. Wernimont's question regarding not being allowed to take down housing to create a parking lot. She stated that she also was not familiar with the particular circumstances Mr. Wernimont mentioned, which may have been in a residential zone. Ms. Howard noted that this project would be different due to the commercial zoning proposed and the proposal to setback the parking area to allow for usable green space and pedestrian amenities and also potential for a future mixed-use building at the front of the lot. Staff would not

## Item E.3.

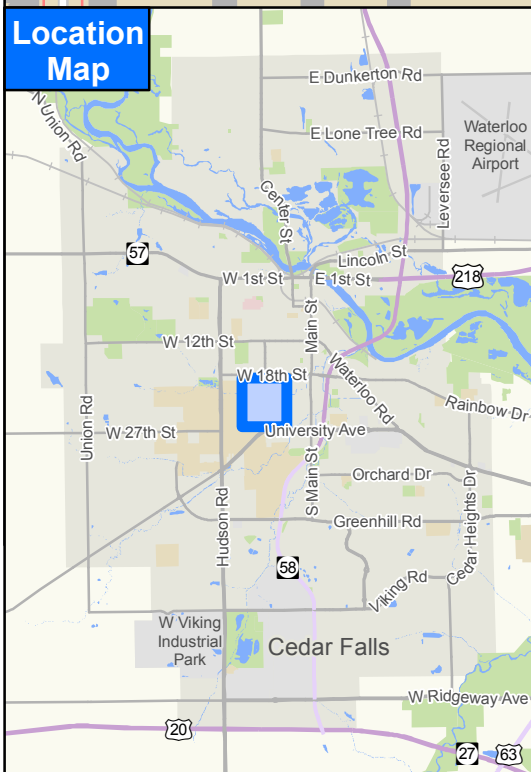
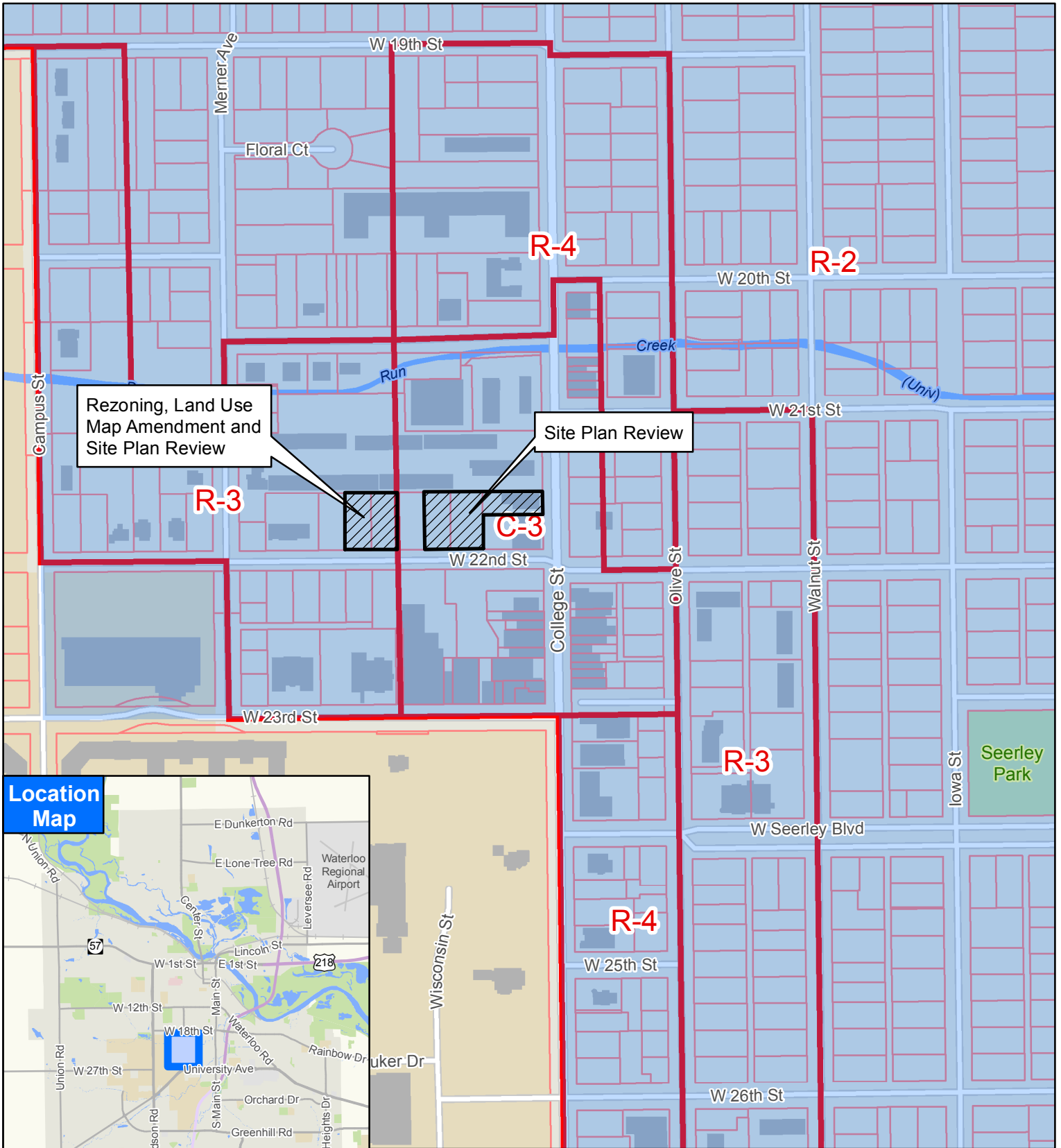
recommend approval of a parking area that filled the entire property.

The Commission agreed that request is not spot zoning, but an extension of a zone already in place.

Mr. Leeper made a motion to approve the land use map amendment. Mr. Hartley seconded the motion. The Commission discussed how the proposal was consistent with the Comprehensive Plan to expand and support additional mixed-use development in the area. The motion was approved unanimously with 8 ayes (Adkins, Arntson, Giarusso, Hartley, Holst, Leeper, Oberle and Saul), and 0 nays.

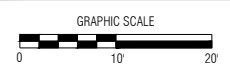
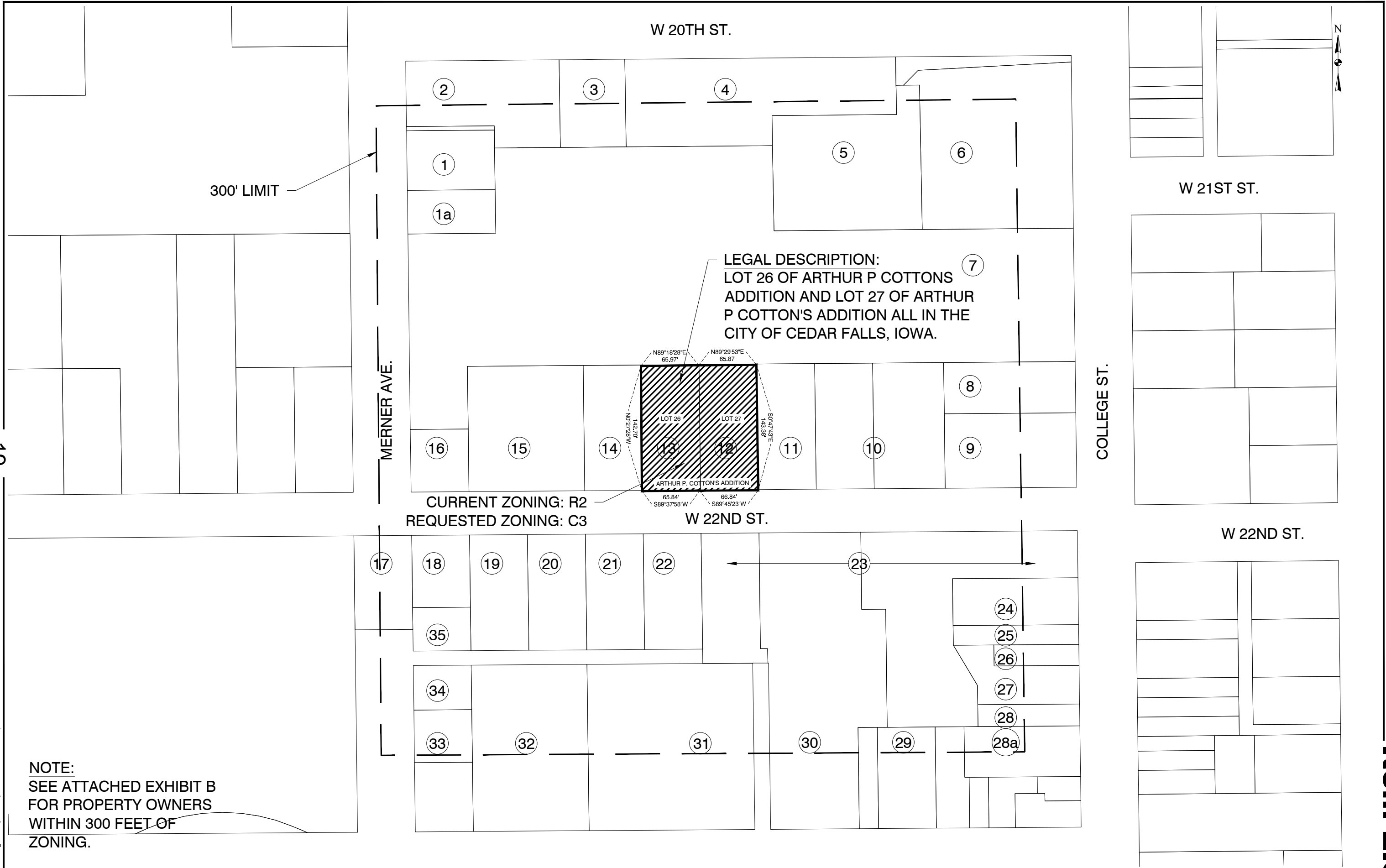
Mr. Hartley then made a motion to approve the rezoning. Mr. Arntson seconded the motion. The motion was approved unanimously with 8 ayes (Adkins, Arntson, Giarusso, Hartley, Holst, Leeper, Oberle and Saul), and 0 nays.

Attachments: Location map  
Rezoning Exhibit  
Supporting documents, including plan view and perspective drawings and narrative description of the project.



- Rezoning from R-3 to C-3
- Land Use Map Amendment
- College Hill Overlay Site Plan Review





NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE

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

DESIGNED: MJS DATE: 2/26/18  
DRAWN: SJC DATE: 2/27/18  
CHECKED: ### DATE: ###  
APPROVED: ### DATE: ###

**W 22ND STREET SITE PLAN**  
CEDAR FALLS, IOWA

REZONING EXHIBIT

PROJECT NO. 5627\_2  
SHEET NO. 1 OF 1

PIN	ID # FOR PROPERTY IN REZONING EXHIBIT	Owner	Property Address	Mailing Address	CSZ
891414428033	1	CITY OF CEDAR FALLS		220 CLAY ST	CEDAR FALLS, IA 50613
891414430039	17	CITY OF CEDAR FALLS		220 CLAY ST	CEDAR FALLS, IA 50613
891414430059	23	CITY OF CEDAR FALLS		220 CLAY ST	CEDAR FALLS, IA 50613
891414428015	10	CV COMMERCIAL LLC	1003 W 22ND ST	PO BOX 128	CEDAR FALLS, IA 50613
891414428018	11	GEISLER RENTALS LLC	1009 W 22ND ST	4412 S HUDSON RD	CEDAR FALLS, IA 50613
891414428019	12	CV COMMERCIAL LLC	1015 W 22ND ST	PO BOX 128	CEDAR FALLS, IA 50613
891414428045	4	GEISLER RENTALS LLC	1016-1022 W 20TH ST	4412 S HUDSON RD	CEDAR FALLS, IA 50613
891414428020	13	CV COMMERCIAL LLC	1021 W 22ND ST	PO BOX 128	CEDAR FALLS, IA 50613
891414430005	22	TAKEDOWN INVESTMENTS	1022 W 22ND ST	3011 JEPSEN RD	CEDAR FALLS, IA 50613
891414428044	3	CAROLAN, AARON & JOLENE	1100-1106 W 20TH ST	5232 METZ RD	CEDAR FALLS, IA 50613
891414430004	21	HAGENOW, DENNIS & ROSEALEE	1104 W 22ND ST	425 ROSEMARY DR	CEDAR FALLS, IA 50613
891414428023	14	BUNKOFSKE, JAMES & EUNICE	1105 W 22ND ST	1706 COTTAGE LN	CEDAR FALLS, IA 50613
891414430003	20	HAGENOW, DENNIS & ROSALEE	1112 W 22ND ST	425 ROSEMARY DR	CEDAR FALLS, IA 50613
891414430002	19	PROSPECT RENTALS LLC	1116-1120 W 22ND ST	134 PROSPECT BD	WATERLOO, IA 50701
891414430001	18	PEOPLES FEDERAL SAVINGS & LOAN	1122 W 22ND ST	1015 CLAY ST	CEDAR FALLS, IA 50613
891414428026	16	TRESSLER, KEN & LORRAINE	1123 W 22ND ST	2000 UNION RD	CEDAR FALLS, IA 50613
891414430023	29	CEDAR CREST INVESTMENTS	1001 W 23RD ST	324 CLARK DR	CEDAR FALLS, IA 50613
891414430040	31	CATHOLIC STUDENT CENTER	1019 W 23RD ST	1019 W 23RD ST	CEDAR FALLS, IA 50613
891414430058	30	UNIVERSITY BOOK AND SUPPLY INC	1005-1009 W 23RD ST	PO BOX 486	CEDAR FALLS, IA 50613
891414430042	32	SIGMA ALPHA	1115 W 23RD ST	1632 NW 27TH CT	ANKENY, IA 50023
891414428065	6	CONVENIENCE STORE INVESTMENTS	2019 COLLEGE ST	PO BOX 2107	LA CROSSE, WI 54602
891414428035	5	GEISLER WAREHOUSE LLC	2025 COLLEGE ST	4412 S HUDSON RD	CEDAR FALLS, IA 50613
891414428064	7	HIDDEN VALLEY APTS RES COOP	2107-2113 COLLEGE ST	7844 BIG WOODS RD	CEDAR FALLS, IA 50613
891414428012	8	CV COMMERCIAL LLC	2119 COLLEGE ST	PO BOX 128	CEDAR FALLS, IA 50613
891414428013	9	ZHENG DEVELOPMENT LLC	2125 COLLEGE ST	4914 ALGONQUIN DR	CEDAR FALLS, IA 50613
891414430011	24	DEIBLER, DAVID & BARBARA SCHILF	2205 COLLEGE ST	1616 CAMPUS ST	CEDAR FALLS, IA 50613
891414430012	25	MOHAIR PEAR LTD	2209 COLLEGE ST	2209 COLLEGE ST	CEDAR FALLS, IA 50613
891414428030	1a	HIDDEN VALLEY APTS RES COOP	2034 MERNER AV	7844 BIG WOODS RD	CEDAR FALLS, IA 50613
891414430037	33	REIMER, MELVIN & DENNIS	2214 MERNER AV	609 W 28TH ST	CEDAR FALLS, IA 50613
891414430036	34	JOSHUA 24 15 PROPERTIES LLC	2216 MERNER AV	PO BOX 304	CEDAR FALLS, IA 50613
891414430013	26	CHRISTINA R PURDY	2211 COLLEGE ST	2211 COLLEGE ST	CEDAR FALLS, IA 50613
891414430000	27	CV COMMERCIAL LLC	2215 COLLEGE ST	PO BOX 128	CEDAR FALLS, IA 50613
891414430015	28	JOHN EVELAND	2217 COLLEGE ST	918 W 5TH ST	WATERLOO, IA 50701
891414430016	28a	DOUBLE J INC	2223 COLLEGE ST	SOUTHGATE PROPERTIES L C PO BOX 551	CEDAR FALLS, IA 50613
891414430035	33	GEISLER RENTALS LLC	2218 MERNER AV	4412 S HUDSON RD	CEDAR FALLS, IA 50613
891414428048 - 891414428055	2	GEISLER RENTALS LLC	1122 - 1108 W 20TH ST	4412 S HUDSON RD	CEDAR FALLS, IA 50613
891414428056 - 891414428062	15	MICHAEL B AND JEANETTE A GEISLER	1115 W 22ND ST	5373 S HUDSON RD	CEDAR FALLS, IA 50613



# COLLEGE HILL

## FLOOR PLATES & MASSING

APARTMENT RENTABLE SQUARE FOOTAGE			
UNIT TYPE	QTY.	UNIT SQ. FT.	TOTAL SQ. FT.
2 BEDS	16	802	13,165
4 BEDS	7	1370	9,590
STUDIO 01	20	433	8,860
STUDIO 02	3	450	1,350
STUDIO 03	4	446	1,784
STUDIO 04	3	470	1,410
STUDIO 05	12	500	6,000
STUDIO 06	8	502	4,021
STUDIO 07	4	499	1,996
STUDIO 08	4	451	1,804
STUDIO 09	1	430	430
STUDIO 10	1	487	487
<b>TOTAL</b>	<b>83</b>		<b>50,897 sq. ft</b>
<b>TOTAL BEDS</b>	<b>120</b>		
<b>ON-SITE PARKING</b>	<b>65 (3 ACCESSIBLE STALLS)</b>		
<b>OFF-SITE PARKING</b>	<b>29</b>		
<b>TOTAL PARKING PROVIDED</b>	<b>94 ( 1 SPACE PER 78% OF BEDS)</b>		

BUILDING GROSS AREA		
BASEMENT	UNDERGROUND PARKING	24,350 sq ft
LEVEL 1	COVERED PARKING	5,994 sq ft
LEVEL 1	RETAIL	11,603 sq ft
LEVEL 1	LOBBY	735 sq ft
LEVEL 2-5	RESIDENTIAL	66,752 sq ft
<b>TOTAL</b>		<b>109,434 sq ft</b>
<b>ADDITIONAL SURFACE PARKING</b>		<b>7,131 sq ft</b>

-21-



**RESIDENTIAL FLOOR PLANS 2-4**  
SCALE 1/32" = 1'-0"



**TOP FLOOR PLAN**  
SCALE 1/32" = 1'-0"

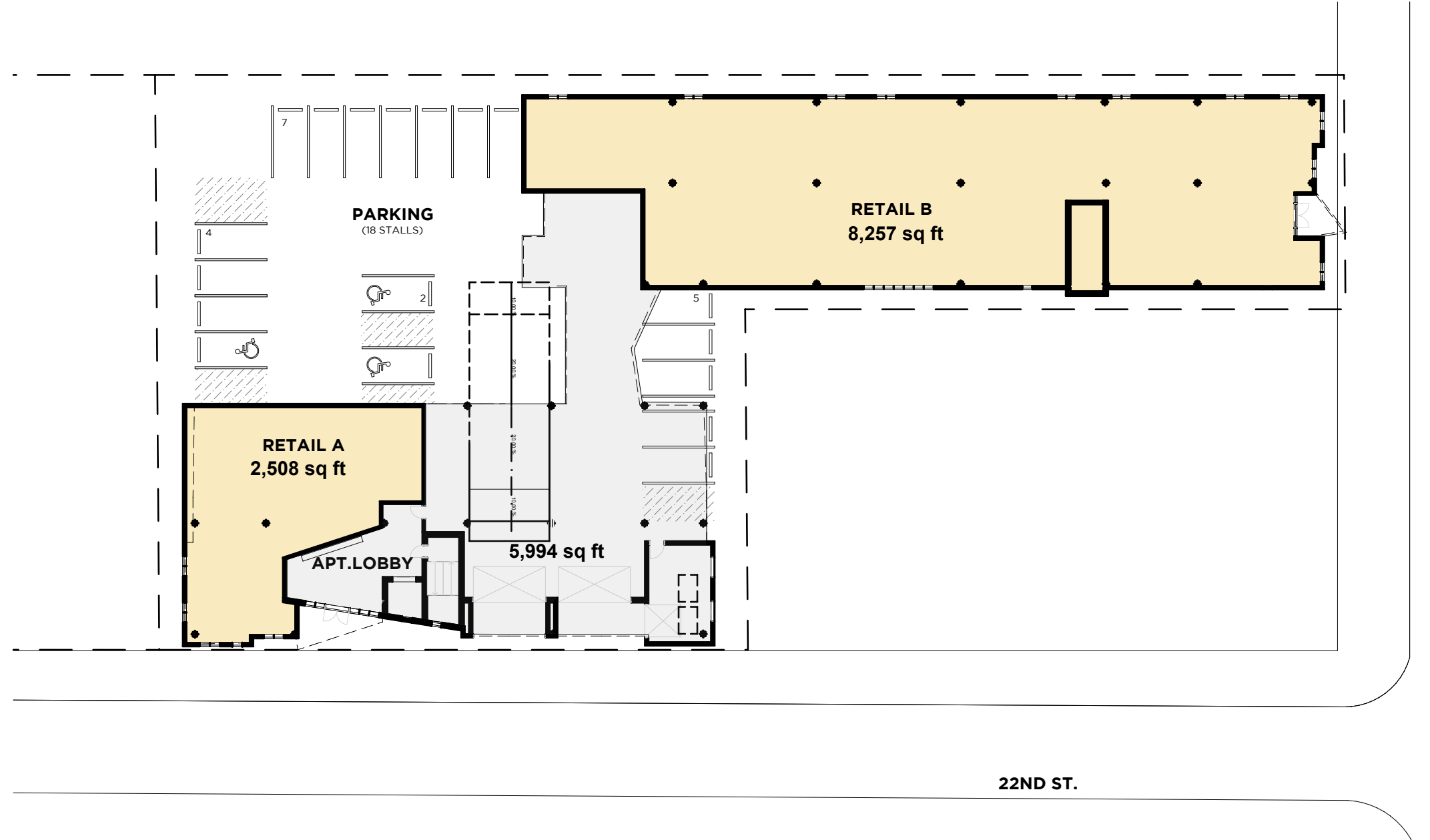
**ZONE LEGEND**

- RESIDENTIAL UNITS
- CIRCULATION
- RETAIL/AMENITY

# COLLEGE HILL

GROUND FLOOR

Item E.3.



LEVEL 1 - RETAIL + PARKING  
SCALE 1/32" = 1'-0"

TOTAL RENTABLE RETAIL = 10,765 sq ft (64%)

-22-

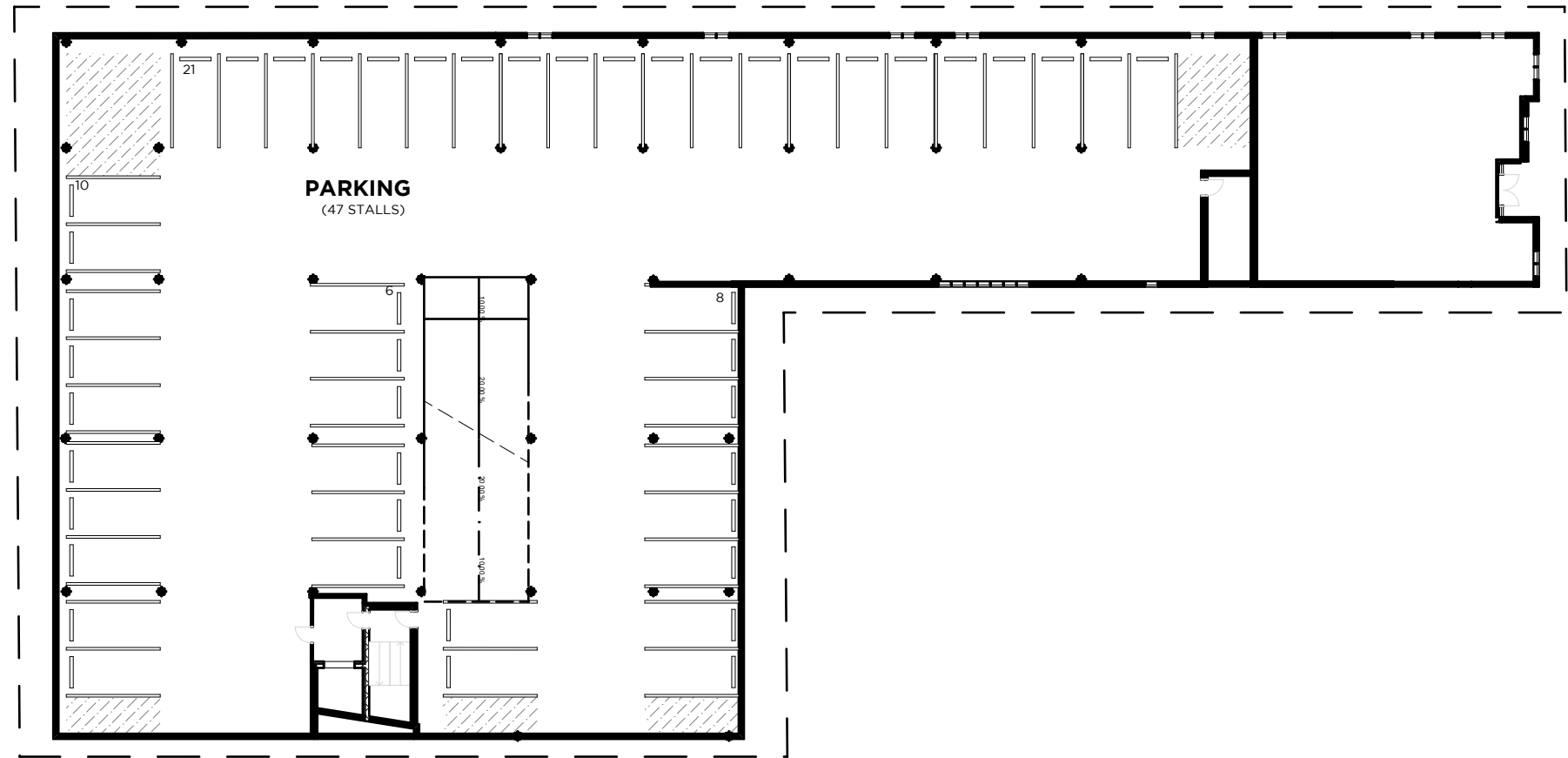
COLLEGE ST.

22ND ST.

# COLLEGE HILL

## BASEMENT

-23-

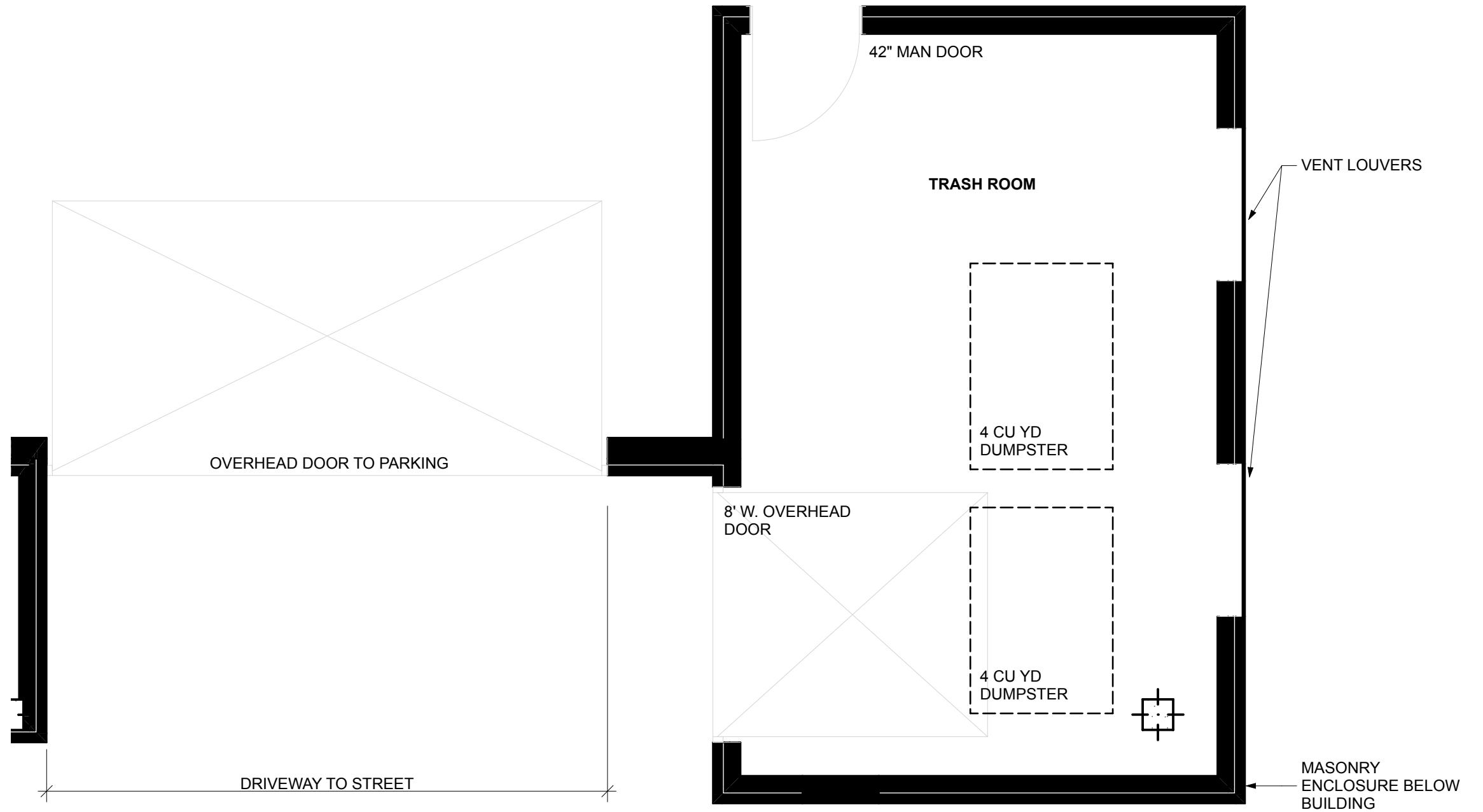


**UNDERGROUND PARKING**  
SCALE 1/32" = 1'-0"

# COLLEGE HILL

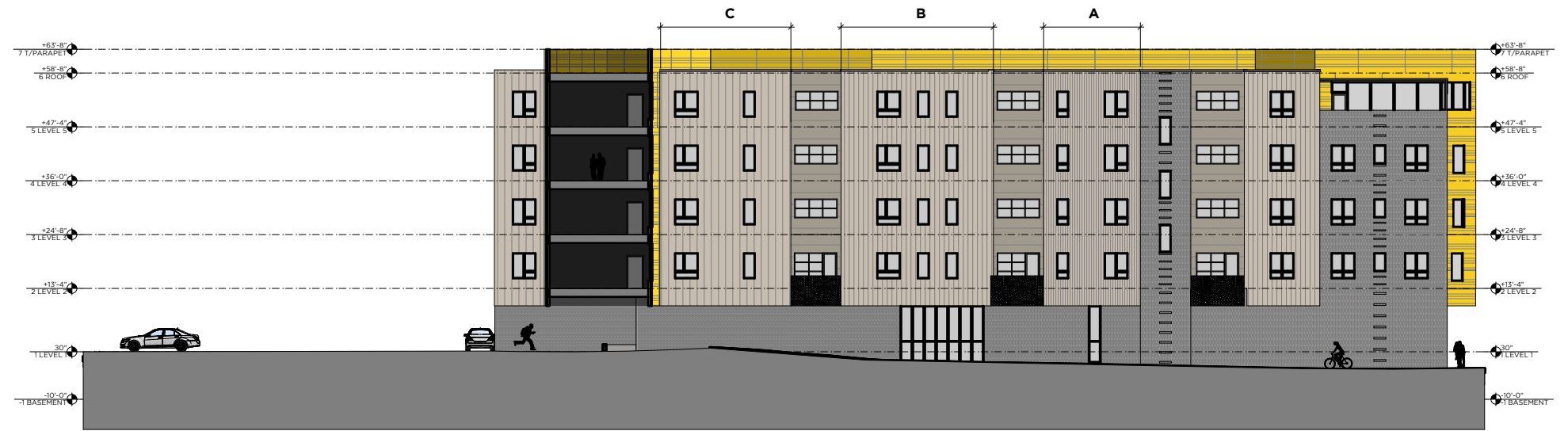
ENLARGED PLAN

-24-



# COLLEGE HILL

## ELEVATIONS

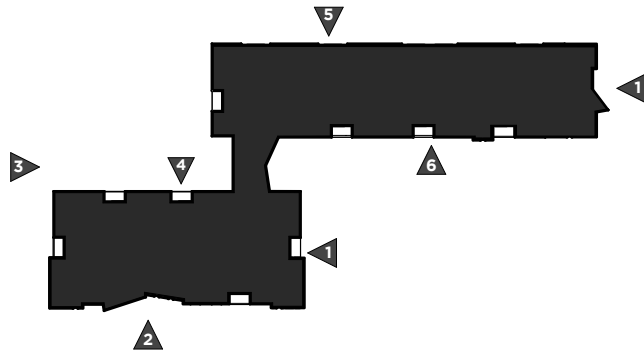


(6) SOUTH ELEVATION

METAL PANEL @ FRONT FACE = 48.3%  
 BRICK @ FRONT FACE = 38.1%  
 OPENINGS @ FRONT FACE = 13.6%

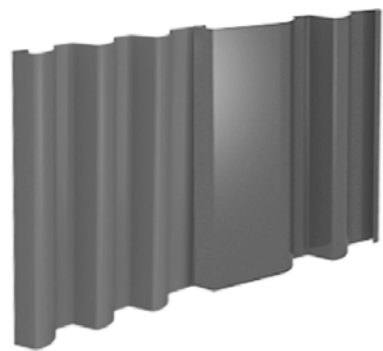
-25-

### KEY PLAN

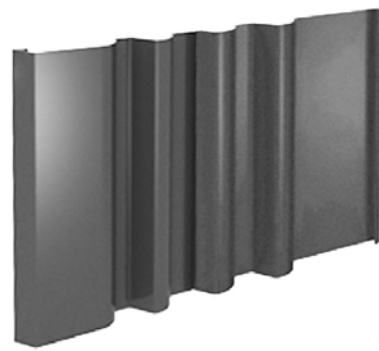


(5) NORTH ELEVATION

METAL PANEL @ FRONT FACE = 35.9%  
 BRICK @ FRONT FACE = 50.2%  
 OPENINGS @ FRONT FACE = 13.9%



(A) METAL PANEL



(B) METAL PANEL



(C) METAL PANEL



METAL PANEL



BRICK



PERFORATED METAL SCREEN

Item E.3.

# COLLEGE HILL

## ELEVATIONS



### (4) NORTH ELEVATION - SOUTH BAR

METAL PANEL @ FRONT FACE = 75.3%  
 BRICK @ FRONT FACE = 13.6%  
 OPENINGS @ FRONT FACE = 11.1%



### (3) WEST ELEVATION

METAL PANEL @ FRONT FACE = 54.6%  
 BRICK @ FRONT FACE = 31.5%  
 OPENINGS @ FRONT FACE = 13.9%



### (2) SOUTH ELEVATION - SOUTH BAR

METAL PANEL @ FRONT FACE = 27.5%  
 BRICK @ FRONT FACE = 36.7%  
 OPENINGS @ FRONT FACE = 17.5%  
 CONCRETE @ FRONT FACE = 18.3%

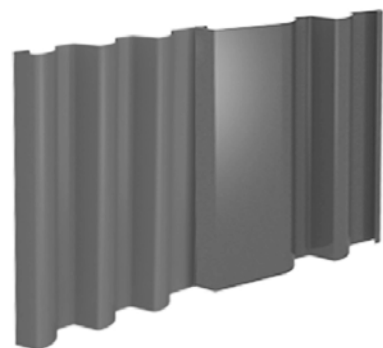
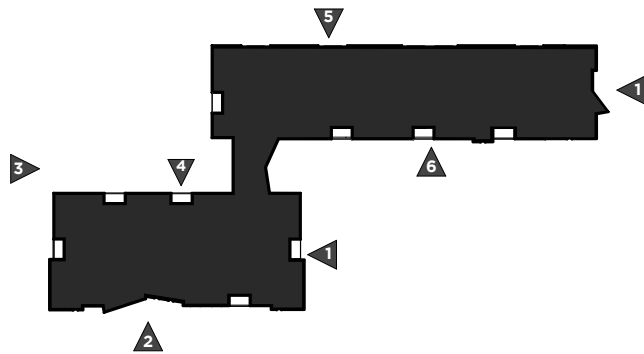


### (1) EAST ELEVATION

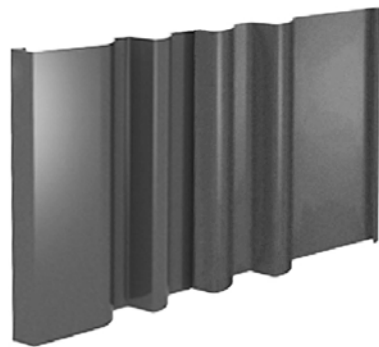
METAL PANEL @ FRONT FACE = 23.9%  
 BRICK @ FRONT FACE = 54.5%  
 OPENINGS @ FRONT FACE = 21.6%

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### KEY PLAN



(A) METAL PANEL



(B) METAL PANEL



(C) METAL PANEL



METAL PANEL



**BRICK**  
 COLLEGE BRICK: 71%  
 22ND STREET BRICK: 43%



**PERFORATED METAL SCREEN**

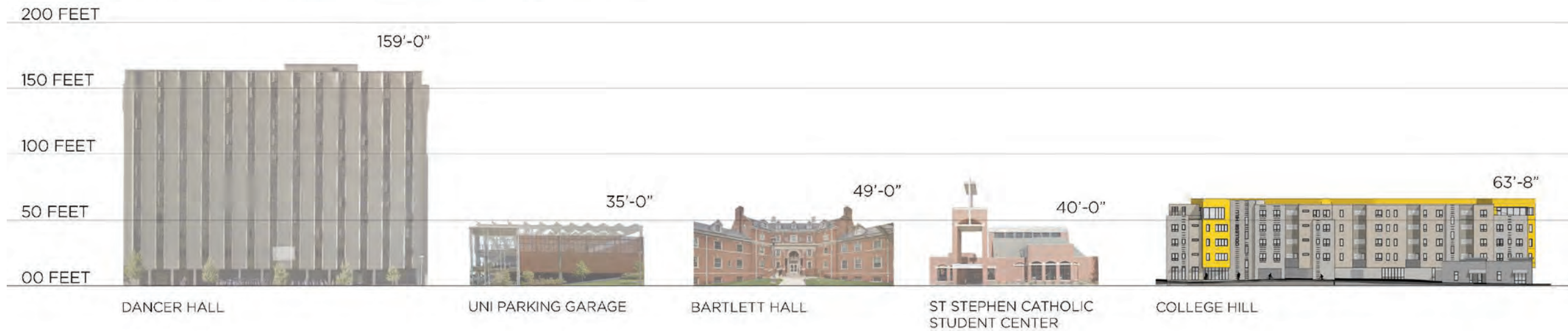
# COLLEGE HILL

## ELEVATION STUDY

-27-

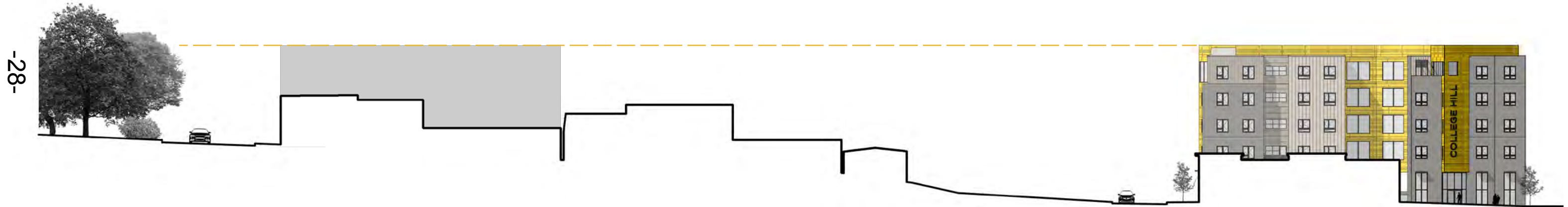


### CEDAR FALLS BUILDING HEIGHTS



# COLLEGE HILL

## STREET SECTION



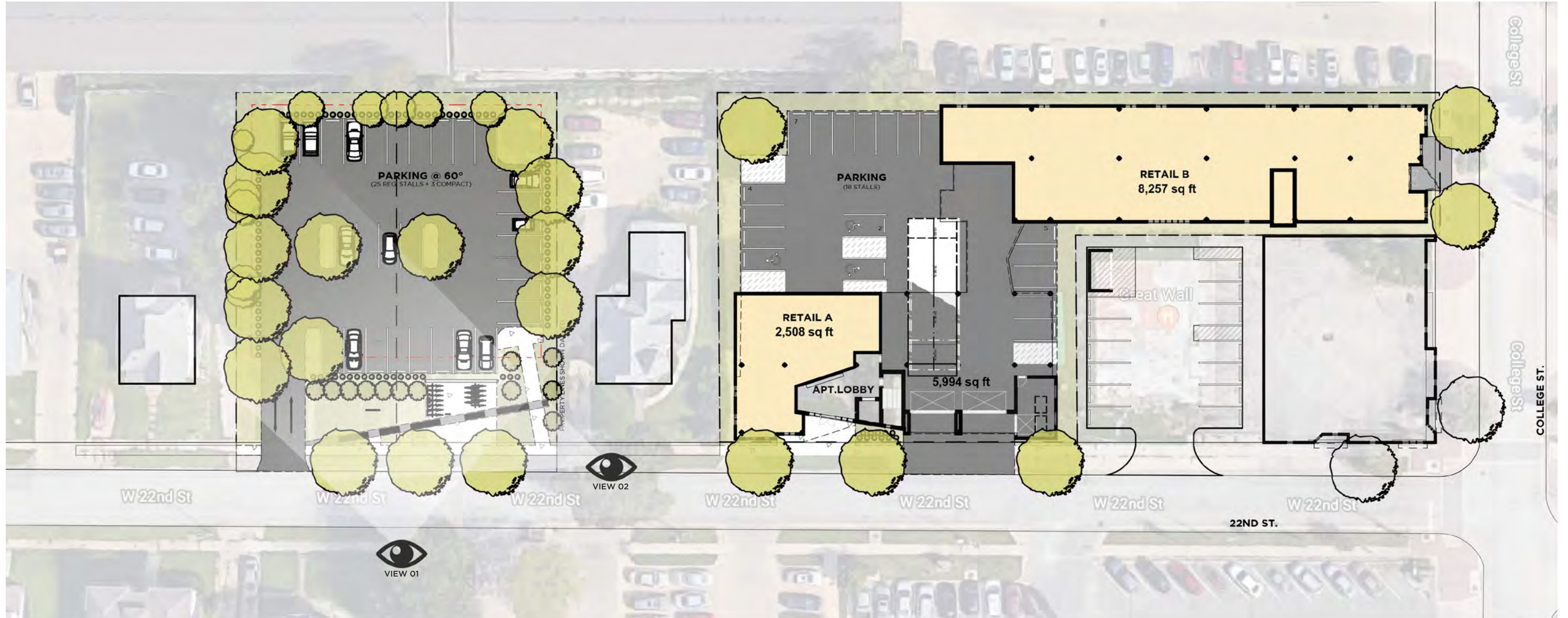
-28-



# COLLEGE HILL

## SITE PARKING

-29-



GROUND LEVEL PARKING PLAN

SCALE 1" = 40'

# COLLEGE HILL

## BIKE: PARK

This new mixed-use development at 2119 College Street in the Cedar Hill neighborhood will add vibrancy through pedestrian activity to the streetscape. The concept aligns with the comprehensive plan goal to extend pedestrian activity to the west on 22nd Street.

To address concerns raised about the amount of available parking for future residents of the project, a new plan, **The Bike: Park**, is proposed to convert two nearby properties to a parking area for both cars and bicycles.

Goals for the project are to provide parking onsite for residents that utilize daily parking to get to work or daily activities. The remainder of the parking need is provided through currently available and easily connected nearby parking for students at this location.

-30-



VIEW 02

PERSPECTIVE VIEWS



VIEW 01

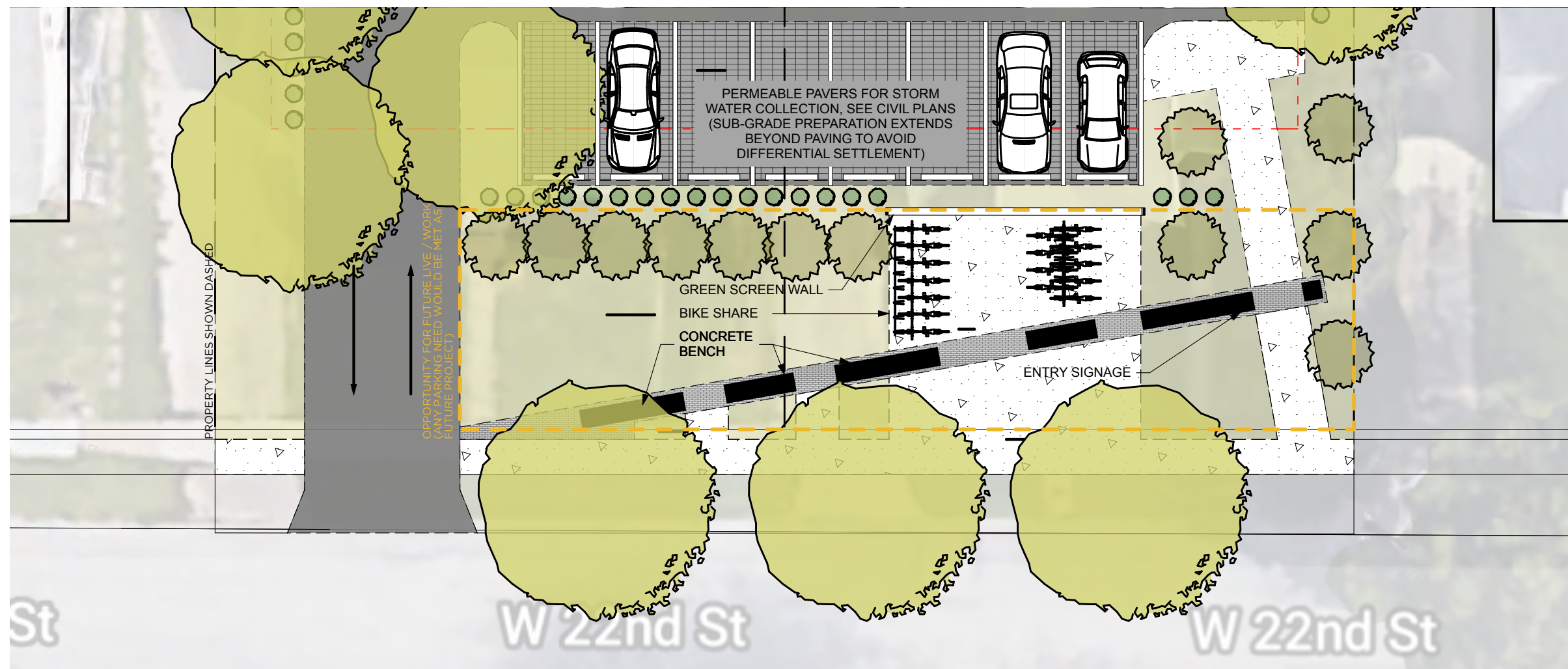
# COLLEGE HILL

## BIKE: PARK

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-31-

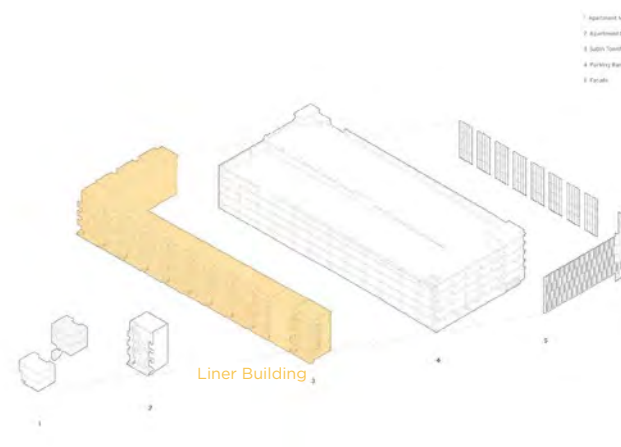
### SETBACK STUDY

#### Precedent Study of Potential Future Liner Infill Buildings

Iowa City Parking Garage  
Neumann Monson Architects

Liner building units maintain frontage to urban residential street utilizing minimal depth on the site.

- 5' setback with 25' x 25' unit setback
- Stacked two story units with walk up entry



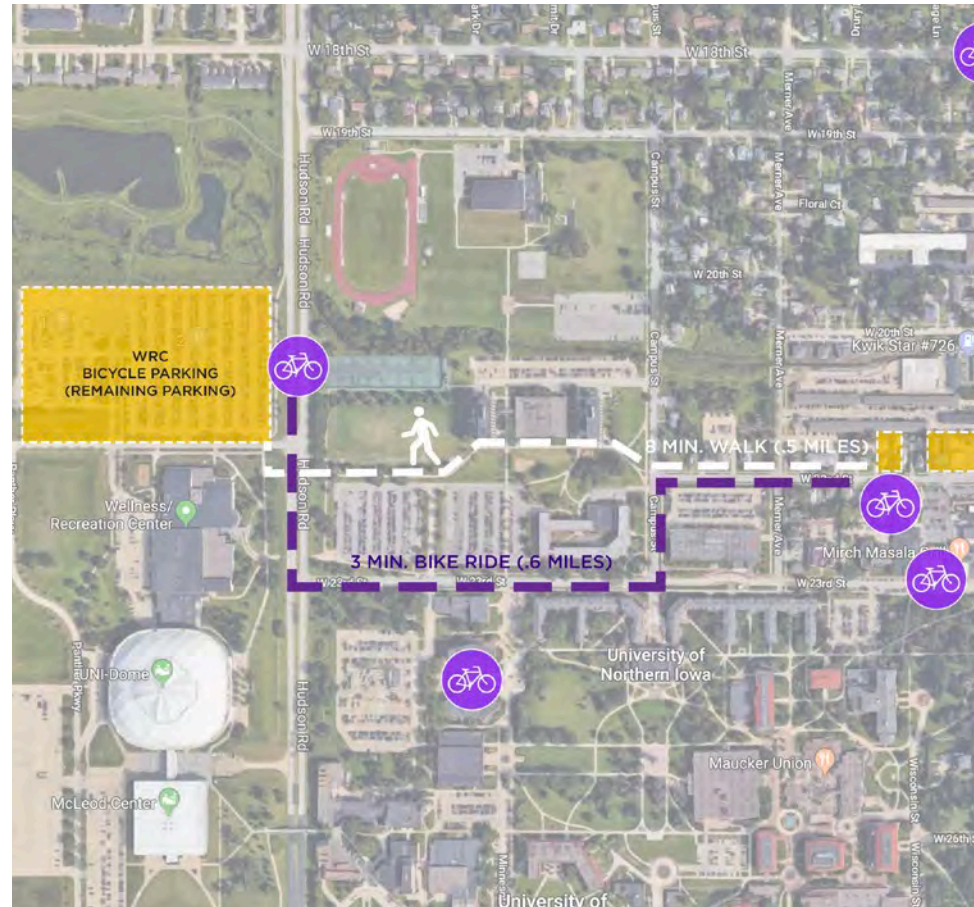
Item E.3.

# COLLEGE HILL

## PARKING CONNECTIVITY

Echo Development Group has plans to increase connectivity through a bike share program. Stations will be placed throughout Cedar Falls, and through approval of the UNI student government, locations will be on the UNI campus.

The program will be put into place on or before building occupancy.



22nd Street Vehicle & Bike Parking Diagrams

### Bike Share Examples



# COLLEGE HILL

22ND STREET



-33-

# COLLEGE HILL

COLLEGE STREET

-34-



# COLLEGE HILL

CORNER VIEW



-35-

Item E.3.

# COLLEGE HILL

VIEW THROUGH  
PARKING LOT



-36-



# COLLEGE HILL

VIEW AT NORTH SIDE



-37-

Item E.3.

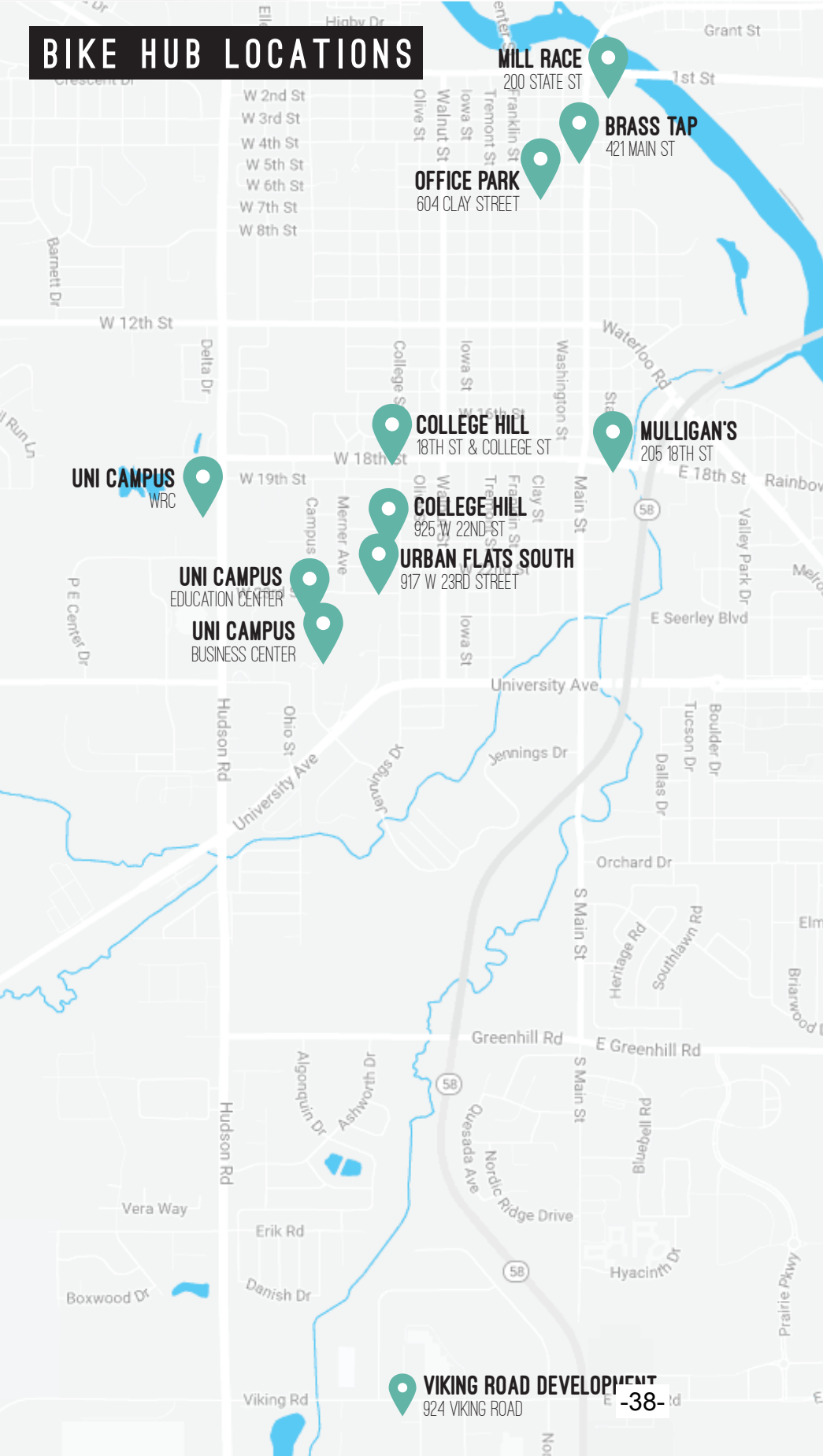
# Item E.3.

# CEDAR FALLS SHARED BIKE SYSTEM

BY



## BIKE HUB LOCATIONS



## SHARED BIKE SYSTEM

Through a shared bike system we can easily create a public transportation system that is easily accessible and inexpensive.

With hubs placed throughout campus, downtown, and around Cedar Falls, a loop is created that puts you within minutes of any hub location.

Using a mobile app, students, tenants, and citizens alike can all gain access to this simple mode of public transportation.

## HOW IT WORKS



GPS Tracking



Geofenced Hubs



Bluetooth Lock

The keyless lock is attached to the front of the bike and automatically unlocks from the Koloni app. By pressing the lock, you can secure it around one of the hubs or simply just around the tire.

The Koloni geofenced hubs allows for organization and simplicity. We can customize each geofenced hub location, allowing for the most optimal bike placement, which is the key to success of a bike share program. The hybrid, geofenced model will make sure bikes are rebalanced, easily located and don't end up in suboptimal places.

## KOLONI BIKES

The basket in the rear creates better handling for the rider, the step-thru frame makes it able to fit riders of all sizes and the belt drive makes this bike last along time.



# CEDAR FALLS SHARED BIKE SYSTEM

BY



## 5 BENEFITS OF A SMALL TOWN BIKE SHARE

### FROM THE KOLONI BLOG

Small town USA is now seeing the multiple benefits of a bike share in their community. In most cases these communities don't have a congestion problem downtown, their public transportation systems are simple or even nonexistent. They aren't looking to solve the first and last mile complex. So what exactly are the benefits of adding a bike share to your small town?

**1) Health Initiative** - Communities across the US are always looking for new and creative initiatives to install in their community and yours is no different! While the concept of bike sharing might not be "new", the technology which has been developed and added to bikes can definitely make it creative and fun. The new technology can be used for new creative programs like a Calories Burned Competition or 25 weekly miles challenge. It is also a way to show investment in your community member's health.

**2) Trail Projects** - Chances are your community has developed a trail system or is in the process of a trails project. Every community would like their trail system to be very popular and highly used. One way to ensure more usage is by creating a bike share system at trailheads, which allows quick and simple access to bikes. Quick access at trailheads will have a positive correlation between biking and trail usage. The more barriers we minimize, the more usage of the trail.

**3) Tourism** - No matter the size or popularity of the town, we have visitors and tourists. Many will be visiting friends or family and some may just be passing through on a cross-country journey. No matter the purpose of their visit, a bike is a great amenity for them in your community. It gives them the ability to stretch their legs and exercise a bit but also gives them a more intimate way to tour your town. Pedaling through the parks, business district and landmarks is the best way for them to really understand the culture of your town.

**4) Social** - Quality of life infrastructure is a focus for most communities. Iowa sees every year how bicycling can bring people together. RAGBRAI in July brings thousands of people together to pedal across the state. Your small town bike share can be used in a similar fashion, but a much smaller scale of course. Creating "bike nights" or "bike & shop" events can help create something new and active within the community. Your community fleet can also be used for bicycle safety events or guided group city tours.

**5) Millennials** - Your small community is not alone when it comes to losing out on the recruitment of millennials. We millennials are looking to reside in a place that has.... Well, the first 4 points in the read. We crave innovative, creativity, things to do and high quality of life. A bike share, no matter the size of the community, can be a great recruiting tool for young people. It shows your community is unique and interesting. A bike small town bike share program could be one of the missing pieces to help make your community cool and hip.

While many of the larger city bike share systems are only focused on the first and last mile of transportation, small community bike shares can be used for a variety of purposes. These small fleets can be a multipurpose investment that has an ROI unlike anything other in a community. I am not saying in this article that a bike share project is a "fix all". But if you want your community to be world class and competitive, you need a bike share program.





**DEPARTMENT OF COMMUNITY DEVELOPMENT**

City of Cedar Falls  
220 Clay Street  
Cedar Falls, Iowa 50613  
Phone: 319-273-8600  
Fax: 319-273-8610  
www.cedarfalls.com

**INTEROFFICE MEMORANDUM**  
*Planning & Community Services Division*

**TO:** Honorable Mayor James P. Brown and City Council  
**FROM:** Karen Howard, Planning & Community Services Manager  
**DATE:** August 2, 2018  
**SUBJECT:** Protest of Rezoning – 1015 & 1021 W. 22<sup>nd</sup> Street

The City Clerk has received a written protest of the rezoning of properties located at 1015 & 1021 W. 22<sup>nd</sup> Street duly signed by the owners of more than 20 percent of the property located within 200 feet of the exterior boundaries of the property for which the rezoning from R-3 (Multiple Unit Residential) to C-3 (High Density Commercial) is proposed. Therefore, the rezoning must be approved by a  $\frac{3}{4}$  majority (6 of 7) of all the members of the City Council to become effective.

Note, however, that the proposed amendment to the City's Future Land Use Map, an amendment to the Comprehensive Plan, will become effective upon a simple majority vote of Council.



# BALL, KIRK & HOLM, P.C.

ATTORNEYS AT LAW



Max E. Kirk  
H. Daniel Holm, Jr.  
David W. Stamp  
Jennifer L. Chase  
Eashaan Vajpeyi

William C. Ball (1928-2011)  
Michael W. Buckner (retired)

RECEIVED

JUN 27 2018

COMMUNITY DEVELOPMENT  
DEPARTMENT

3324 KIMBALL AVENUE  
P.O. BOX 2696  
WATERLOO, IOWA 50704-2696  
TELEPHONE: (319) 234-2638  
FACSIMILE: (319) 234-2237  
E-MAIL: bkh@ballkirkholm.com

June 27, 2018

Hand Delivered

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

RE: Protest Documents for Re-Zoning and Land Use Map Amendment-1015-1021 West  
22<sup>nd</sup> Street

Dear Clerk:

Upon authority granted to me by the individuals submitting such documents, please find enclosed protest documents from Jason Whiting as director-president of Hidden Valley Apartments Residential Cooperative Inc., as well as a protest from Tracy A. Watts as manager of Take Down Investments LC.

Please excuse the typographical error indicating protest to "W. 2<sup>d</sup> Street." Please enter these into the official record in protest of the aforementioned re-zoning of 1015 and 1021 West 22<sup>d</sup> Street, Parcels 8914-14-428-020 and 8914-14-428-019.

Please let me know if you have any questions.

Sincerely,

BALL, KIRK & HOLM, P.C.

Eashaan Vajpeyi  
EV/jrr

Enclosures

CC: Karen Howard  
Kevin Rogers

**Item E.3.b.**



**DEPARTMENT OF COMMUNITY DEVELOPMENT  
REZONING APPLICATION**

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

Property's Address: 1015 + 1021 W. 22ND ST.

Parcel #: 8914-14-428-020 + 8914-14-428-019

City: CEDAR FALLS State: IA ZIP: 50613

Applicant's Name: STEVE TROSKET - CGA ENGINEERS

Applicant's Mailing Address (if other): 16 E. MAIN ST

City: MARSHALLTOWN State: IA ZIP: 50158

Applicant's Email: STROSKET@CGACONSULTANTS.COM Daytime Phone #: 641-752-6701

Existing Zoning: R2 Present Use: APARTMENTS

Proposed Zoning: C3 Proposed Use: PARKING

**A COMPLETE SUBMITTAL INCLUDES A PAPER AND AN ELECTRONIC COPY OF:**

- Completed application
- \$500 nonrefundable fee
- Names and addresses of property owners within 300 ft of the requested area (Word or Excel)
- Legal description of property, for use in public notices (Word)
- Letter explaining reason for request and details about future uses (Word)
- Traffic Study, if applicable
- Plat scaled to at least 100 feet per inch (PDF 11x17)
  - Map elements: north arrow, etc.
  - Identified real-estate for which zoning is requested
  - Legal description of property
  - All public streets and highways within 300 ft of the requested area's boundaries
  - All lands, platted or un-platted within 300 ft of the requested areas boundaries
  - Requested and current zoning district
- Any other items specific to the zoning district being requested which may include the following:
  - Comprehensive Development Site Plan
  - Traffic Generation Analysis
  - Developmental Procedures Agreement

To the best of my knowledge the foregoing and attached statements are true and correct, I sign this completed application with the intent of having my property rezoned.

Stephen Trosket Date: 3-2-18  
Applicant/Property Owner's Signature:



JUN 27 2018

COMMUNITY DEVELOPMENT DEPARTMENT

Protest to Rezoning of 1015 & 1021 W. 2<sup>nd</sup> St  
Parcels 8914-14-428-020 & 8914-14-428-019

I, Jason Whitinger, as Director-President of Hidden Valley Apartments Residential Cooperative Inc., deed holder of 2034 Merner Avenue, Cedar Falls, Iowa and 2107-2113 College Street Cedar Falls, Iowa, parcels 8914-14-428-030 and 8914-14-428-064 which are within 200ft of the proposed rezoning application attached hereto protest the rezoning proposed in the aforementioned and attached rezoning application.

6-22-2018 Date  
Jason Whitinger Director-President of Hidden Valley Apartments Residential Cooperative Inc.

STATE OF IOWA )  
COUNTY OF POLK ) ss

Subscribed and sworn to before me this 22 day of JUNE, 2018.



[Signature]

Notary Public In and For the State of Iowa

**Item E.3.b.**

RECEIVED

JUN 27 2018

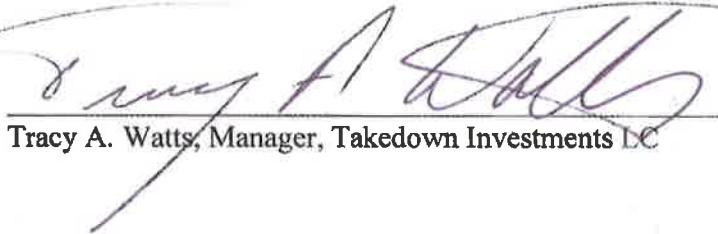
COMMUNITY DEVELOPMENT  
DEPARTMENT

**Protest to Rezoning of 1015 & 1021 W. 2<sup>nd</sup> St  
Parcels 8914-14-428-020 & 8914-14-428-019**

I, Tracy A. Watts as the manager of Takedown Investments LC is the deed holder of 1022 W. 22<sup>nd</sup> in Cedar Falls, Iowa, parcel 8914-14-430-005 is within 200ft of the proposed rezoning application attached hereto protest the rezoning proposed in the aforementioned and attached rezoning application.

25 June 2018

Date

  
Tracy A. Watts, Manager, Takedown Investments LC

Prepared by: Karen Howard, Planning & Community Services Manager, 220 Clay Street, Cedar Falls, IA 50613  
(319) 268-5169

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AMENDING THE CITY OF CEDAR FALLS FUTURE LAND USE MAP, AN INTEGRAL PART OF THE COMPREHENSIVE PLAN FOR THE CITY OF CEDAR FALLS, CHANGING THE DESIGNATION FROM “HIGH DENSITY RESIDENTIAL” TO “NEIGHBORHOOD COMMERCIAL AND MIXED USE” FOR PROPERTY LOCATED AT 1015 AND 1021 W. 22<sup>ND</sup> STREET IN THE COLLEGE HILL NEIGHBORHOOD.

WHEREAS, the subject properties at 1015 and 1021 W. 22<sup>nd</sup> are located within the boundaries of the College Hill Neighborhood as described in the College Hill Neighborhood Plan adopted in 1993; and

WHEREAS, the 1993 College Hill Neighborhood Plan anticipated the expansion of the commercial core of the neighborhood extending west along 22<sup>nd</sup> Street as such expansion was illustrated and described as the Commercial Core Concept Plan; and

WHEREAS, the Cedar Falls Comprehensive Plan adopted in 2012 sets forth goals for commercial infill development along 22<sup>nd</sup> Street in the College Hill Neighborhood, including goals to improve walkability and spur local development of more mixed-use storefronts with apartment dwellings above and to bring mixed-use commercial development between 21<sup>st</sup> and 22<sup>nd</sup> Streets to link the “Upper Hill” and “Lower Hill” along College Street into a more cohesive, walkable retail area;

WHEREAS, the Planning and Zoning Commission has reviewed the requested change to the Future Land Use Map and find that it is consistent with the Cedar Falls Comprehensive Plan; and therefore has recommended to the City Council of the City of Cedar Falls, Iowa, that the area described as follows shall be designated on the Future Land Use Map as Neighborhood Commercial & Mixed Use, 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, notice of public hearing has been published, as provided by law, and such hearing held on the proposed amendment; now, therefore,

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

## Item E.4.

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 designated as “Neighborhood Commercial & Mixed Use” on the City of Cedar Falls Future Land Use Map, adopted as an integral part of the 2012 Cedar Falls Comprehensive Plan; said Future Land Use Map is hereby amended accordingly.

ADOPTED this 6<sup>th</sup> day of August, 2018.

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

ATTEST:

\_\_\_\_\_  
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.5.

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: \_\_\_\_\_

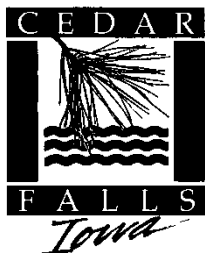
PASSED 3<sup>RD</sup> CONSIDERATION: \_\_\_\_\_

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:** August 1, 2018  
**SUBJECT:** Floodplain Ordinance Amendments

---

**REQUEST:** Various Amendments to the Cedar Falls Floodplain Ordinance  
**PETITIONER:** Cedar Falls Planning and Community Services  
**LOCATION:** Citywide

---

**PROPOSAL**

The Department of Planning and Community Services proposes a series of ordinance amendments pertaining to an update of the City's floodplain management regulations.

**BACKGROUND**

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.

**ANALYSIS**

Staff reviewed these suggested changes and concurs with the recommendations from the Iowa DNR. The new definitions listed below correspond to the existing text and phrases in the floodplain sections of the zoning ordinance. Adding new definitions further reinforce the floodplain management regulations of the City of Cedar Falls. For example, the repetitive loss requirement will allow a property owner to calculate their damage over multiple flood events for the past 10 years in order to qualify for assistance to elevate and protect their dwelling and minimize their flood insurance claims. The goal is to remove these properties from the repetitive loss list in Cedar Falls.

## Item E.6.

The participation and good standing in the National Flood Insurance Program (NFIP) is based on proper floodplain management and program administration. Implementation of floodplain best management practices protects property and lives while reducing exposure and community disruption that results from flooding. Ramifications for non-compliant communities include probation, increased cost of flood insurance and ultimately suspension from the NFIP, which results in loss of eligibility for federally backed flood insurance and federally backed funding for various mortgage and disaster relief funds.

The City of Cedar Falls has maintained their good standing in the National Flood Insurance Program. Cedar Falls has a model floodplain ordinance that has been used across the State and the proposed amendments will strengthen our goals and policies for floodplain management. As part of the National Flood Insurance Program, the City of Cedar Falls participates in the Community Rating System (CRS) program. Under the CRS program, flood insurance policies are discounted to reward community actions that meet the three goals of the program, which are: 1) reduce flood damage to insurable property; 2) strengthen and support the insurance aspect of the NFIP; and 3) encourage a comprehensive approach to floodplain management. The City of Cedar Falls requires a higher standard to floodplain management than what the NFIP requires. For instance, instead of using the 100-year flood protection level to determine the base flood elevation, the city uses the 500-year flood protection level. Also, filling in the floodplain is limited to 1/3 the area of the property and no higher than three feet. Finally, since the 1990's, the City has participated in the flood buyout program that removes structures from the floodplain. These properties will remain in open space in perpetuity, which is a benefit to the floodplain.

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".

*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 floodplains, 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.

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

## Item E.6.

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 an 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.
  - 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.

**PLANNING & ZONING COMMISSION**

Introduction  
5/23/2018      Acting Chair Holst introduced the floodplain ordinance amendments and Mr. Sturch provided background information. He noted that the Iowa DNR made recommendations for amendments during their Community Assistance Visit in 2017 and that Cedar Falls is considered to be in good standing with the National Floodplain Insurance Program. Mr. Sturch also discussed the Community Rating System (CRS) Program and what it means for the community.

Mr. Sturch discussed the potential creation of a new subsection under Definitions to distinguish which are general zoning terms and which relate to floodplain management. Additional amendments were included in the floodplain sections of the zoning ordinance.

Mr. Arnston asked if the proposed changes present any conflicts with the current ordinance. Mr. Sturch indicated that there are no conflicts. There were no other comments from the Commission and a public hearing will be scheduled at the next Planning and Zoning meeting on June 13, 2018.

Public Hearing  
6/13/2018      Chair Oberle introduced the item and Mr. Sturch provided background information. He explained that there are some changes to definitions within the floodplain ordinance. They were prompted by the annual visit from the DNR when they provide input to our floodplain program and how staff is monitoring it. The City is in good standing with the DNR and the National Flood Insurance Program. Mr. Sturch explained the proposed changes to the definition subsection and that they will help Cedar Falls continue to keep their good rating with the Community Rating System Program. Staff recommends approval.

There were no comments from the public or Commission. The Commission recommended approval of the proposed floodplain ordinance amendments.

On July 9, 2018, staff presented these ordinance amendments to the City Council Committee of the Whole. The Committee recommended that staff proceed with drafting the Ordinance amendments. The public hearing and first reading is scheduled on August 6, 2018.

**STAFF RECOMMENDATION**

The Department of Planning and Community Services recommends approval of the amendments as described in this memo.



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

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE (1) REPEALING SECTION 29-2, DEFINITIONS, OF ARTICLE I, IN GENERAL, OF CHAPTER 29, ZONING, AND ENACTING IN LIEU THEREOF NEW SUBSECTIONS (1) AND (2), DEFINITIONS, OF SAID SECTION 29-2; AND (2) REPEALING SUBSECTION (16) OF SUBSECTION (e), PERFORMANCE STANDARDS, OF SECTION 29-156, F-F, FLOODWAY FRINGE OVERLAY DISTRICT, OF DIVISION 2, SPECIFIC DISTRICTS, OF ARTICLE III, DISTRICTS AND DISTRICT REGULATIONS, OF CHAPTER 29, ZONING, AND ENACTING IN LIEU THEREOF A NEW SUBSECTION (16) SUBSECTION (e), PERFORMANCE STANDARDS, OF SAID SECTION 29-156; AND (3) THE DEFINITION OF BASE FLOOD ELEVATION IN SECTION 27-114 OF ARTICLE III, STORM WATER MANAGEMENT PROGRAM OF CHAPTER 27 UTILITIES AND ENACTING IN LIEU A NEW DEFINITION OF BASE FLOOD ELEVATION OF SAID SECTION 27-114, ALL OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA.

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

*Section 1.* Section 29-2, Definitions, of Article I, In General, of Chapter 29, Zoning, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in their entirety and new subsections (1) and (2) of said Section 29-2, is enacted in lieu thereof, as follows:

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. The word "used" or "occupied" includes the words "intended, designed or arranged to be used or occupied."

*(1) General Zoning Definitions.*

*Access drive* means a driveway or easement allowing access to a lot not having frontage upon a street.

*Accessory use or structure* means a use or structure on the same lot with and of a nature customarily incidental and subordinate to the principal use or structure. Said accessory

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structures are customarily used for storage or parking purposes. No residential dwelling unit or business or commercial office may be established within an accessory structure.

*Administrator* means the federal insurance administrator, to whom the secretary has delegated the administration of the program.

*Alley* means a public way, other than a street, 20 feet or less in width, affording a secondary means of access to abutting property.

*Apartment hotel* means a building containing both dwelling units and rooming units, used primarily for permanent occupancy.

*Assessed value* means the assessed value for general property tax purposes of a property as established by the Assessor of Black Hawk County, Iowa.

*Bed and breakfast enterprises is synonymous with lodging house or guest lodging and* means any building or portion thereof containing not more than five guest rooms for which compensation is received for short-term overnight lodging.

*Bed and breakfast inn is synonymous with hotel, and* means a lodging establishment containing six or more guest rooms.

*Boardinghouse* means a building other than a hotel or other overnight lodging facility where, for compensation, lodging and meals are provided by the building owners or managers for resident boarders with meals for all resident boarders provided in a central kitchen facility within said building. Residents within said boardinghouse facility shall be accommodated with weekly, monthly, or yearly tenant agreements or leases.

*Building* means all residential housing, cabins, factories, warehouses, storage sheds and other walled or roofed structures constructed for occupancy by people or animals or for storage of materials.

*Building, height of* means the vertical distance from grade to the highest point of any roof ridge.

*Building line* means a line on a plat of official record indicating the minimum distance of open space that must be maintained between the property line and any structure on the lot.

*Building setback (see Yard)* means the minimum required area of unobstructed open space on a lot measured from the property line.

*Carport* means a roofed structure providing space for the parking of motor vehicles and enclosed on not more than two sides. A carport attached to a principal building shall be considered as part of the principal building and subject to all yard requirements in this chapter.

*Clinic* means a building used by physicians or dentists, osteopaths, chiropractors and allied professions for outpatient care of persons requiring such professional service.

*Day nursery or nursery school* means any private agency, institution, establishment or place which provides supplemental parental care or educational work, other than lodging overnight, to more than 12 children.

*Development* means any manmade change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations.

*Driveway, commercial* means an improved area that is designed and intended to provide vehicular ingress and egress from a public street or public alley to and across a private property. It provides access to facilities on the private property including parking lots, garages, warehouses or business sites. Commercial driveways may cross property lines to access multiple businesses when specifically permitted by the city.

*Driveway, hard surface* means a paved area, as defined in article VI, of [chapter 23](#), of this Code. It does not include gravel or granular surface materials.

*Driveway, residential* means an improved area that is designed and intended or used to provide vehicular ingress and egress from a public street or public alley to and across a private property. Driveways shall be entirely paved with a hard surface material. Driveways may provide off-street parking for dwellings and access to garages, parking areas and parking lots, when these facilities are specifically permitted. See [section 29-179](#) for additional regulations.

*Dwelling* means any building or portion thereof which is designed or used exclusively for residential purposes, but not including a tent, cabin or travel trailer.

*Dwelling, condominium* means a multiple dwelling whereby the fee title to each dwelling unit is held independently of the others.

*Dwelling, multiple* means a residence designed for or occupied by three or more families, with separate housekeeping and cooking facilities for each.

*Dwelling, row* means any one of three or more attached dwellings in a continuous row, each such dwelling designed and erected as a unit on a separate lot, and separated from one another by an approved wall.

*Dwelling, single-family* means a detached residence designed for or occupied by one family only.

*Dwelling, single-family bi-attached* means a dwelling designed for or occupied by one family only which is erected on a separate lot and is joined to another such residence on one side only by a wall located on the lot line and which has yards on the remaining sides.

*Dwelling, two-family* means a residence designed for or occupied by two families only, with separate housekeeping and cooking facilities for each.

*Dwelling unit* means a room or group of rooms which is arranged, designed or used as living quarters for the occupancy of one family, containing bathroom or kitchen facilities.

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*Factory-built home park* means a parcel or contiguous parcels of land divided into two or more factory-built housing lots for rent or sale.

*Factory-built housing* means any structure, designed for residential use, which is wholly or in substantial part made, fabricated, formed or assembled in manufacturing facilities for installation or assembly and installation on a building site. Factory-built housing includes mobile homes, manufactured homes and modular homes and also includes park trailers and other similar vehicles placed on a site for greater than 180 consecutive days.

*Factory-built structure* means any structure which is, wholly or in substantial part, made, fabricated, formed or assembled in manufacturing facilities for installation, or assembly and installation, on a building site.

*Fair market value* means the dollar amount a person would be willing but not obligated to accept, and a buyer would be willing but not compelled to pay, for an item of sale. It is an estimate of what is a fair, economic, just and equitable value under normal local market conditions. In appropriate circumstances this may be the assessed value of the property.

*Family* means one or more persons occupying a single dwelling unit, provided that, unless all members are related by blood, marriage or adoption, no such family shall contain over four persons.

*Family day care home* means an occupied residence in which a person provides supplemental parental care or educational work, other than lodging overnight, to more than six but not more than 12 children.

*Floor area ratio* means the gross floor area of all buildings on a lot, divided by the lot area on which the buildings are located.

*Garage, private* means an enclosed structure intended for the parking of the private motor vehicle of the families resident upon the premises.

*Gasoline filling station* means any building or premises used for:

- (1) The retail sale of liquefied petroleum products for the propulsion of motor vehicles, including sale of such products as kerosene, fuel oil, package naphtha, lubricants, tires, batteries, antifreeze, motor vehicle accessories and other items customarily associated with the sale of such products;
- (2) The rendering of services and making of adjustments and replacements to motor vehicles, and the washing, waxing and polishing of motor vehicles, as incidental to other services rendered; and
- (3) The making of repairs to motor vehicles, except those of a major type. Repairs of a major type are defined to be spray painting, body, fender, clutch, transmission, differential, axle, spring and frame repairs, major overhauling of engines requiring the removal of the engine cylinder head or crankcase pan, repairs to radiators requiring the removal thereof, or complete recapping or retreading of tires.

*Group home* means a community-based residential home which is licensed as a residential care facility or an intermediate care facility for the mentally retarded under I.C.A. ch. 135C or as a child foster care facility under I.C.A. ch. 237 to provide room and board, personal care, habilitation services and supervision in a family environment exclusively for



handicapped persons, as defined in section 3602(f) of the Fair Housing Amendments Act, and any necessary support personnel. However, group home does not mean an individual foster care family home licensed under I.C.A. ch. 237.

*Guest room* means a room that is intended, arranged or designed to be occupied by no more than three guests, but in which no mechanical provision is made for cooking, heating or cooling of food or beverages.

*Historic structure* means a structure that is:

- (a) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of Interior as meeting the requirements for individual listing on the National Register.
- (b) Certified or preliminarily determined by the Secretary of Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- (c) Individually listed on a state inventory of historic places in states with historic places in states with historic preservation programs which has been approved by the Secretary of Interior; or
- (d) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
  1. By an approved state program as determined by the Secretary of Interior or
  2. Directly by the Secretary of Interior in states without approved programs.

*Home occupation* means a secondary use carried on entirely within the residence where there is no evidence of such occupation being conducted on the premises by virtue of outside storage, displays, noise, odors, electrical disturbances or traffic generation, with no more than one nonresident assistant and where not more than one-half of the floor area of any one floor is devoted to such use. Only one nameplate shall be allowed.

*Hotel* means a building in which lodging is provided and offered to the public for compensation, and which is open to transient guests, in contradistinction to a boardinghouse or roominghouse.

*Junkyard* means any area where waste, discarded or salvaged materials are bought, sold, exchanged, baled or packed, disassembled, kept, stored or handled, including house wrecking yards, used lumber yards and places or yards for storage of salvaged house wrecking and structural steel materials and equipment; but not including areas where such uses are conducted entirely within a completely enclosed building, and not including automobile, tractor or machinery wrecking and used parts yards and the processing of used, discarded or salvaged materials as part of manufacturing operations, and not including contractors' storage yards.

*Kennel* means any premises on which four or more dogs or four or more cats, six months old or older, are kept. The term shall not include a veterinary hospital.

*Landscape area* means that area of private property maintained as open or "green" space, not subject to vehicular traffic, which consists of living landscape material.

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*Lot* means a parcel of land of at least sufficient size to meet minimum zoning requirements for use, coverage and area to provide such yards and other open space as are required in this chapter. No portion of an established floodway area lying within a lot or any access drive through a property shall be used in computing the number of dwelling units to be constructed. Such lot shall have frontage on a public street or private street and may consist of:

- (1) A single lot of record;
- (2) A portion of a lot of record;
- (3) A combination of complete lots of record, of complete lots of record and portions of lots of record, or of portions of lots of record; and
- (4) A parcel of land described by metes and bounds;

provided that in no case of division or combination shall any residual lot or parcel be created which does not meet the requirements of this chapter.

*Lot, corner* means a lot abutting upon two or more streets at their intersection.

*Lot depth* means the mean horizontal distance between the front and rear lot lines.

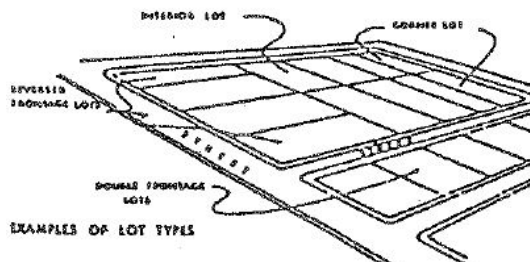
*Lot, double frontage* means a lot having a frontage on two nonintersecting streets, as distinguished from a corner lot.

*Lot, interior* means a lot other than a corner lot.

*Lot lines* means the lines bounding a lot.

*Lot of record* means a lot which is a part of a subdivision recorded in the office of the county recorder, or a lot or parcel described by metes and bounds, the description of which has been so recorded.

*Lot, reversed frontage* means a corner lot, the side street line of which is substantially a continuation of the front line of the first platted lot to its rear.



*Lot width* means the width of a lot measured at the building line and at right angles to its depth.

*Main body* means that portion of a dwelling encompassed by the exterior walls as originally assembled or built. When a dwelling is irregularly shaped, the main body shall be construed as that portion of the structure occupying the majority of geometric bulk.

*Manufactured home* means a factory-built single-family structure, which is manufactured or constructed under the authority of 42 USC section 5403, Federal Manufactured Home

Construction and Safety Standards, and is to be used as a place for human habitation, but which is not constructed with a permanent hitch or other device allowing it to be moved other than for the purpose of moving to a permanent site, and which does not have permanently attached to its body or frame any wheels or axles. A mobile home is not a manufactured home unless it has been converted to real property and is taxed as a site-built dwelling. Manufactured homes shall be considered the same as any site-built single-family detached dwelling.

*Mini-storage warehouses* means a building or group of buildings in a controlled access and fenced compound that contains varying sizes of individual compartmentalized stalls or lockers for the storage of customers' goods or wares.

*Mobile home* means any vehicle without motive power used or so manufactured or constructed as to permit its being used as a conveyance upon the public streets and highways, and so designed, constructed or reconstructed as will permit the vehicle to be used as a place for human habitation by one or more persons; but shall also include any such vehicle with motive power not registered as a motor vehicle in the state. A mobile home is factory-built housing built on a chassis. A mobile home shall not be construed to be a travel trailer or other form of recreational vehicle. A mobile home shall be construed to remain a mobile home, subject to all regulations applying thereto, whether or not wheels, axles, hitch or other appurtenances of mobility are removed and regardless of the nature of the foundation provided. However, certain mobile homes may be classified as manufactured homes. Nothing in this chapter shall be construed as permitting a mobile home in other than an approved mobile home park, unless such mobile home is classified as a manufactured home.

*Mobile home accessory building or structure* means any awning, cabana, ramada, storage structure or carport, fence, windbreak or porch established for the use of the occupants of the mobile home on a mobile home space.

*Mobile home space* means a designated portion of the mobile home park designed for the accommodation of one mobile home and for its accessory buildings or structures for the exclusive use of the occupant.

*Modular home* means factory-built housing certified as meeting the Iowa State Building Code as applicable to modular housing. Once certified by the state, modular homes shall be subject to the same standards as site-built homes.

*Nursing or convalescent home* means a building or structure having accommodations and where care is provided for invalid, infirm, aged, convalescent or physically disabled or injured persons, not including insane and other mental cases, inebriates or contagious cases.

*Parking area* means that portion of a parcel of land that is improved and designated or commonly used for the parking of one or more motor vehicles.

*Parking lot* means an area improved and designated or commonly used for the parking of three or more motor vehicles.

*Parking space, also Parking stall* means an area measuring at least nine feet wide and 19 feet long for all commercial, institutional, or manufacturing uses or eight feet wide and 18 feet long for residential uses only, connected to a public street or alley by a driveway not

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less than ten feet wide, and so arranged as to permit ingress and egress of motor vehicles without moving any other vehicle parked adjacent to the parking space.

*Permanent storage* means the volume of water which is stored upstream from a dam or in an impoundment up to the level of the principal outlet works of the structure, usually expressed in acre-feet.

*Porch, unenclosed* means a roofed projection which has no more than 50 percent of each outside wall area enclosed by a building or siding material other than meshed screens.

*Principal use* means the main use of land or structures, as distinguished from an accessory use.

*Public sewer system* means a municipally owned, operated and maintained sanitary sewer system.

*Public water supply* means a municipally owned, operated and maintained water supply.

*Recreational vehicle* means a vehicle built on a single chassis; 400 square feet or less when measured at the largest horizontal projection; designed to be self-propelled or permanently towable by a light duty truck; and designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational camping, travel, or seasonal use.

*Roominghouse* means an owner-occupied or manager-occupied single dwelling unit wherein individual sleeping rooms are provided to not less than three unrelated resident tenants. Not more than one kitchen facility shall be established within said structure wherein meals may be prepared by resident tenants. Said rooming or boarding facility shall be distinctive from transient lodging facilities such as hotels, beds and breakfasts, other overnight lodging facilities or public eateries. Residents within said roominghouse facility shall be accommodated with weekly, monthly, or yearly tenant agreements or leases.

*Satellite receiving dish* means a device whose purpose is to receive communication or other signals from orbiting satellites and other extraterrestrial sources, most often comprised of an antenna/dish, a low-noise amplifier, and a coaxial cable whose purpose is to carry the signals to a receiver.

*Site coverage ratio* means that proportion of the lot on which buildings and outdoor storage of materials and products may be placed.

*Special Exception Permit* means an authorization by the City Board of Adjustment to allow building improvements or other development when such project conforms with specified rules, regulations and/or performance standards required for said improvements or development in special areas of the City as identified by the Zoning Ordinance.

*Story* means that portion of a building included between the surface of any floor and the surface of the floor next above it, or, if there is no floor above it, then the space between the floor and the ceiling or roof next above it.

*Story, half* means a space under a sloping roof which has the line of intersection of roof decking and wall face not more than four feet above the top floor level.

*Street line* means the right-of-way line of a street.

*Street, private* means any private way 20 feet or more in width which is approved by the city council after recommendation by the city planning and zoning commission.

*Street, public* means any thoroughfare or public way not less than 30 feet in width which has been dedicated to the public or deeded to the city for street purposes, and also any such public way as may be created after enactment of this chapter, provided it is 40 feet or more in width.

*Structural alterations* means any replacement or changes in the type of construction or in the supporting members of a building, such as bearing walls or partitions, columns, beams or girders, beyond ordinary repairs and maintenance.

*Structure* means anything constructed or erected on the ground or attached to the ground, including but not limited to buildings, factories, sheds, cabins, factory-built housing, storage tanks and other similar uses. For zoning purposes anything, excluding fences, judged to be permanently affixed to the site and measuring at least 30 inches in height, as measured from natural grade, shall be considered a structure.

*Temporary storage* means a volume of water which may be stored upstream from a dam or in an impoundment above the level of the principal outlet works, usually expressed in acre-feet.

*Travel trailer* means a towed recreational vehicle ranging from ten to 35 feet in length and a maximum of eight feet in width.

*Wind energy conversion system* means a device or assemblage of devices which directly or indirectly converts wind energy to usable thermal, mechanical or electrical energy.

*Variance* means a grant of relief by a community from the terms of the zoning ordinance.

*Violation* means the failure of a structure, property, property use or other development to be fully compliant with City regulations.

*Yard* means an open space on the same lot with a building or structure unoccupied and unobstructed by any portion of a structure from 30 inches above the general ground level of the graded lot upward. In measuring a yard for the purpose of determining the depth of a front yard or the depth of a rear yard, the least distance between the lot line and the main building shall be used. In measuring a yard for the purpose of determining the width of a side yard, the least distance between the lot line and the nearest permitted building shall be used.

*Yard, front* means a yard extending across the full width of the lot and measured between the front lot line and the building.

*Yard, rear* means a yard extending across the full width of the lot and measured between the rear lot line and the building or any projections other than steps, unenclosed balconies or unenclosed porches. On both corner lots and interior lots, the rear yard is the opposite end of the lot from the front yard.

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*Yard, required* means that portion of the front yard, side yard and rear yard as established by the setback requirements of the zoning district or of this chapter. It must be maintained in open, unobstructed space as measured from the property line to the required setback line except for allowable yard encroachments as outlined in [section 29-83](#). If the building structure is located at the required setback line, then the setback distance shall be measured from the property line to the foundation of the structure. Refer to Figure 1.

*Yard, side* means a yard extending from the front yard to the rear yard and measured between the side lot lines and the nearest building.

### (2) General Floodplain Definitions.

*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* means the flood having a one percent (1%) chance of being equaled or exceeded in any given year (See 100-year (1%) flood). This is the regulatory standard also referred to as the "100-year flood". The base flood is the national standard used by the National Flood Insurance Program (NFIP) and all Federal Agencies for the purpose of requiring the purchase of flood insurance and regulating new development. Base Flood Elevations (BFEs) are typically shown on the Flood Insurance Rate Maps (FIRMs).

*Base Flood Elevation* is the elevation floodwaters would reach at a particular site during the occurrence of a base flood event.

*Basement* means any enclosed area of a building which has its floor or lowest level below ground level (subgrade) on all sides. Any basement situated with less than one-half of its height below grade shall be counted as a story for the purpose of height regulations. A basement having more than one-half of its height below grade is not included in computing the number of stories for the purpose of height measurement. Also see "Lowest floor."

*Channel* means a natural or artificial watercourse having definite banks and beds with visible evidence of flow or occurrence of water.

*Development* means any manmade change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations.

*Elevating* means raising a structure or property by fill or other means to or above the minimum flood protection level.

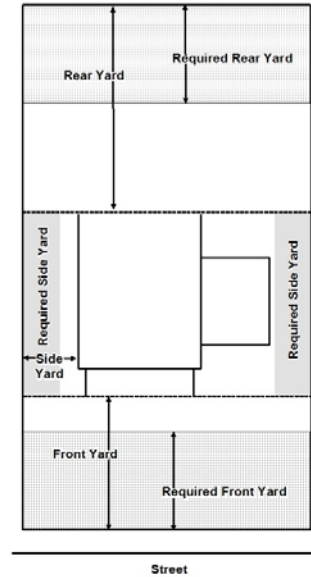


Figure 1

*Encroachment limits* means a set of lines which delineate the boundaries of the floodway established in the floodplains as the designated width of channel and overbank areas through which the regulatory flood must pass.

*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".

*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* means a temporary rise in the channel flow or stage, resulting from the overflow of streams or rivers or from the unusual and rapid runoff of surface waters from any source, that results in water overflowing and inundating normally dry lands adjacent to the channel.

*Flood elevation* means the elevation flood-waters would reach at a particular site during the occurrence of a specific flood. For instance, the "100-year flood" or the "100-year (1%) flood" is that flood, the magnitude of which has a one percent (1%) chance of being equaled or exceeded in any given year. The "500-year flood" or the "500-year (0.2%) flood" is that flood, the magnitude of which has a two-tenths of one percent (0.2%) chance of being equaled or exceeded in any given year.

*Flood insurance rate map (FIRM)* means the official map prepared as part of, but published separately from, the flood insurance study, which delineates both the flood hazard areas and the risk premium zones applicable to the community.

*Flood insurance study* means an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations.

*Floodplain* means any land susceptible to being inundated by water as a result of a flood.

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*Floodplain buildable area* means that portion of the lot remaining after the minimum yard area requirements (i.e., setbacks) of this chapter have been met, and shall not include that portion of the property within the 500-year floodplain.

*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.

*Flood profile* means a graph or a longitudinal profile showing the relationship of the water surface elevation of a flood event to a location along a stream or river.

*Floodproofing* means a combination of structural provisions, changes or adjustments incorporated in the design or construction and alteration of individual buildings, structures or properties, including utilities, water treatment and sanitary facilities, which will reduce or eliminate flood damages.

*Floodway* means the channel of a river or stream and those portions of the floodplain adjoining the channel which are reasonably required to carry and discharge floodwaters or flood flows associated with the regulatory flood, so that confinement of flood flows to the floodway area will not result in substantially higher flood levels and flow velocities.

*Floodway fringe* means the land adjacent to a body of water between the floodway and the outer (landward) limits of the special flood hazard area, as defined by the regulatory flood as delineated on the official floodplain zoning map.

*Habitable space for flood protection purposes* means any floor or level, including a basement, which is suitable for human habitation. It excludes a garage, a detached accessory structure, or an area for housing electrical, plumbing, heating, ventilating and other utility systems underneath a structure elevated to comply with flood protection requirements.

*Highest Adjacent Grade* is the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

*Lowest floor* means the floor of the lowest enclosed area in a building, including a basement, except when all the following criteria are met:

- (1) The enclosed area is designed to flood to equalize hydrostatic pressure during floods, with walls or openings that satisfy the floodway fringe performance standard pertaining to new and substantially improved structures;
- (2) The enclosed area is unfinished (not carpeted, drywalled, etc.) and used solely for low damage potential uses such as building access, parking or storage;
- (3) Machinery and service facilities (e.g., hot water heater, furnace and electrical service) contained in the enclosed area are located at least one foot above the 500-year (0.2%) flood level; and
- (4) The enclosed area is not a basement.



In cases where the lowest enclosed area satisfies the criteria of subsections (1), (2), (3) and (4) of this definition, the lowest floor is the floor of the next highest enclosed area that does not satisfy such criteria.

*New construction (new buildings, new mobile home parks)* means those structures or development for which the start of construction commenced on or after February 1, 1985.

*Obstruction* means any dam, wall, wharf, embankment, levee, dike, pile, abutment, projection, excavation, channel rectification, bridge, conduit, culvert, building, wire, fence, rock, gravel, refuse, fill, structure or matter in, along, across or projecting into any watercourse or floodplain area which may impede, retard or change the direction of the flow of water, either in itself or by catching or collecting debris carried by such water, or that is placed where the flow of water might carry material or structure downstream to the damage of other properties.

*Official floodplain zoning map* means the maps on file with the city that indicate those portions of land known as the floodway, floodway fringe and general floodplain, which are subject to the regulations of this chapter.

*One hundred (100) year flood* means a flood, the magnitude of which has a one percent (1%) chance of being equaled or exceeded in any given year or which, on average, will be equaled or exceeded at least once every one hundred (100) years.

*Program* means the National Flood Insurance Program (NFIP).

*Public damages* shall consist of but not necessarily be limited to the following:

- (1) Physical flood damage to:
  - a. Streets.
  - b. Sewers.
  - c. Water mains.
  - d. Other public utilities.
  - e. Public buildings.
  - f. Bridges.
  - g. Recreational trails.
- (2) Expenditures for:
  - a. Emergency flood protection.
  - b. Evacuation and relief.
  - c. Rehabilitation and cleanup.
- (3) Losses due to:
  - a. Interruption of utilities and transportation routes.
  - b. Interruption of commerce and employment.

*Public sewer system* means a municipally owned, operated and maintained sanitary sewer system.

*Reach* is a hydraulic engineering term used to describe longitudinal segments of a stream or river. A reach will generally include the segment of the flood hazard area where flood

## Item E.7.

heights are primarily controlled by manmade or natural obstructions or constrictions. In an urban area, an example of a reach would be the segment of a stream or river between two consecutive bridge crossings.

*Regulatory flood* means a flood, the magnitude of which has a two-tenths (0.2%) of one percent chance of being equaled or exceeded in any given year. Regulatory flood is also referred to in this chapter as the "500-year flood" and the "500-year (0.2%) flood."

*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.

*Special Exception Permit* means an authorization by the City Board of Adjustment to allow building improvements or other development when such project conforms with specified rules, regulations and/or performance standards required for said improvements or development in special areas of the City as identified by the Zoning Ordinance.

*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.

*Structure* means anything constructed or erected on the ground or attached to the ground, including but not limited to buildings, factories, sheds, cabins, factory-built housing, storage tanks and other similar uses. For zoning purposes anything, excluding fences, judged to be permanently affixed to the site and measuring at least 30 inches in height, as measured from natural grade, shall be considered a structure.

*Substantial damage* means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of the fair market value of the structure before the damage occurred.

*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 an 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.

*Temporary storage* means a volume of water which may be stored upstream from a dam or in an impoundment above the level of the principal outlet works, usually expressed in acre-feet.

Section 2. Subsection (16) of subsection (e), Performance Standards, of Section 29-156, F-F, Floodway Fringe Overlay District, of Division 2, Specific Districts, of Article III, Districts and District Regulations, of Chapter 29, Zoning, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety, and a new subsection (16) of subsection (e), Performance Standards, of Section 29-156, is enacted in lieu thereof, as follows:

- (e) Performance Standards
  - (16) Detached garages, 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.

## Item E.7.

- 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.
- f. Structures shall be firmly anchored to prevent flotation, collapse and lateral movement.
- 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.

*Section 3.* Section 27-114, the definition of base flood elevation in Section 27-114 of Article III, Storm Water Management Program of Chapter 27 Utilities is enacted in lieu thereof, as follows:

*Base flood elevation* is the elevation floodwaters would reach at a particular site during the occurrence of a base flood event. The base flood event shall be considered to be the 500-year (0.2%) flood elevation.

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:** August 1, 2018  
**SUBJECT:** Rezoning Amendment – Midway Business Park

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**REQUEST:** Rezoning Amendment on Lots 7 & 8 of Midway Business Park

**PETITIONER:** Lucas Moore, Oak District LLC

**LOCATION:** Lots 7 & 8 Midway Business Park: Greenhill Circle

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**PROPOSAL**

The applicant submitted a request to amend the zoning restriction placed on Lots 7 and 8 of the Midway Business Park subdivision. This restriction only allows for the construction of professional service office buildings. It is proposed to establish a nursing home/senior assisted living facility on said lots.

**BACKGROUND**

The zoning designation on this property changed from R-1, Residential to R-4, Multifamily Residential in January of 1995. The R-1 district was part of the Midway subdivision that included the residential homes on Lovejoy Drive, Valley High Drive and Cardinal Court east of Cedar Heights Drive. Due to its location along the Greenhill Road arterial street corridor and potential for commercial and professional office development, this 8.8 acre parcel an upzoning to R-4 was recommended. At that time, due to concerns expressed by nearby residents, the petitioner agreed to limit the uses in this R-4 district to professional office development only through a zoning agreement. 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.

The zoning change in January 1995 was followed by the approval of the Midway Second Addition for the creation of four residential lots at the east end of Lovejoy Drive. This plat created a cul-de-sac which essentially eliminated the through traffic into the aforementioned R-4

## Item E.8.

zoning district. The approval of the plat eased some of the concerns brought from nearby residential properties that were opposed to a potential increase in traffic and residential parking from the R-4 district. Finally, in the summer of 2003, the Midway Business Park subdivision was created for nine (9) new lots off of Greenhill Road with a short cul-de-sac (Greenhill Circle) to serve these lots. The First Security Bank eventually developed on Lot 1 located at the intersection of Greenhill Circle and Greenhill Road. More recently, the Community Foundation of Northeast Iowa built their new office west of the bank at the end of Greenhill Circle. Since 2003, three of the nine platted lots have been developed. The lots along the north and east side of Greenhill Circle remain vacant.

### ANALYSIS

The petitioner has submitted a site plan for a proposed senior assisted living facility on Lots 7 and 8 at the northeast corner of the subdivision. 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.

This request is unlike a typical rezoning request. The proposal is to amend the zoning agreement to allow a use that is generally permitted in the R-4 district. All basic utility accommodations serve the property including sanitary sewer and a water main to each lot. The developer would utilize one connection and the other service connections will need to be abandoned at the developers cost. Vehicular access to the property is from Greenhill Circle.

The two lots in question are 1.35 acres in area. The attached site plan shows a new 9,000 square foot building centered on the two lots. This facility is intended to serve up to 16 clients with one full time operating manager and three caregivers during business hours. The night shift will consist of two care givers to meet the needs of the residents. The traffic will not be a concern as most of residents are unable to drive. There are nine parking spaces that will serve the staff and visitors.

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 two 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 original zoning agreement approved in 1994 and the Midway Business Park Deed of Dedication will need to be revised to accommodate the proposed senior assisted living facility.

### PLANNING & ZONING COMMISSION

Introduction 5/16/2018	Acting Chair Holst introduced the item and Mr. Sturch provided background information. He explained that this is an amendment to the rezoning agreement in the Midway Business Park Addition off Greenhill Road and discussed the history of the property and the zoning changes and restrictions that have been made. The proposal is to amend the zoning agreement to allow the construction of a single-story senior housing facility with 16 residents and 4 employees. The location, parking, and landscaping
---------------------------	--

meet zoning requirements. Staff recommends approval of the R-4 zoning district amendment subject to gathering comments from the Commission, scheduling a public hearing to continue the discussion and submittal of a revised Zoning Agreement and Deed of Dedication.

There were some comments by nearby property owners to the east of the proposed site. They were concerned about removing the existing trees that provide a nice buffer between the two properties. Also another neighbor commented about the easements and required setbacks. The petitioner, Luke Moore, stated that they are not planning to remove trees for the sake of privacy. Mr. Sturch commented on the easements and setbacks.

There were no comments from the Commission and a public hearing will be scheduled at the next Planning and Zoning meeting on June 13, 2018.

Public Hearing  
6/13/18

Chair Oberle introduced the item and Mr. Sturch provided background information. He explained that the item was presented at the last meeting for discussion. The project involves new construction on Greenhill Circle just off of Greenhill Drive. The property was rezoned from R-1 to R-4 Residential in January 1995. At that time there were concerns with increased traffic and residential parking with high density development. The developer agreed to specify in the zoning agreement that there would be a restriction to professional offices only. It is proposed to adjust the original zoning agreement to allow for a single-story senior assisted living facility with 16 residents and four employees. The building location, parking and landscaping satisfy ordinance requirements. Staff recommends approval of the R-4 zoning district amendment subject to gathering any comments from the Planning and Zoning Commission and public as well as the revision of the Zoning Agreement and Deed of Dedication.

Mr. Leeper asked if the neighbors have been notified. Mr. Sturch explained that letters were sent out prior to the previous meeting and this meeting. There were no other comments and the Commission recommended approval of the rezoning amendment on Lots 7 & 8 of Midway Business Park.

#### STAFF RECOMMENDATION

The Department of Planning and Community Services recommends approval of the R-4 zoning district amendment to allow a senior assisted living facility on Lots 7 & 8 of the Midway Business Park Addition.





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

**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.9.

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 Owner 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.9.**

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:

\_\_\_\_\_

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

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE REZONING PROPERTY LOCATED GENERALLY ON LOTS 7 & 8 OF THE MIDWAY BUSINESS PARK ADDITION, CEDAR FALLS, IOWA, PURSUANT TO PROVISIONS OF A ZONING AGREEMENT ASSOCIATED WITH ORDINANCE #2080, WHICH PLACED SAID PROPERTY IN THE R-4 RESIDENTIAL ZONING DISTRICT

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

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

**Item E.10.**

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 Lots 7 and 8 in the Midway Business Park Addition by amending the use of property to professional offices, nursing homes and senior assisted living facilities only.

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that said Rezoning of Lots 7 and 8 in the Midway Business Park Addition is hereby approved pursuant to the Zoning Agreement Amendment.

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

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

**ORDINANCE NO. 2928**

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: \_\_\_\_\_ July 16, 2018 \_\_\_\_\_

PASSED 1<sup>ST</sup> CONSIDERATION: \_\_\_\_\_ July 16, 2018 \_\_\_\_\_

PASSED 2<sup>ND</sup> CONSIDERATION: \_\_\_\_\_

PASSED 3<sup>RD</sup> CONSIDERATION: \_\_\_\_\_

ADOPTED: \_\_\_\_\_

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

ATTEST:

\_\_\_\_\_  
Jacqueline Daniels, MMC, City Clerk





**COMMITTEE OF THE WHOLE**

City Hall – Council Chambers

July 16, 2018

The Committee of the Whole met in the Council Chambers at 5:50 p.m. on July 16, 2018, with the following Committee persons in attendance: Mayor Jim Brown, Tom Blanford, Frank Darrah, Susan deBuhr, Rob Green, Daryl Kruse, Mark Miller, and David Wieland. Staff members attended from all City Departments. Tom Nelson with the Waterloo Courier, and other members of the community attended.

Mayor Brown called the meeting to order and stated we will start with the second item on the agenda the Levee Update. Jon Resler, City Engineer reviewed the five construction phases of the Levee project. He stated segment I, II, and III are generally complete except for some finish grading and seeding remains. He explained there are some minor change orders for each of these segments. He stated segment IV (Peter Melendy Park) has some project challenges with the levee. Mr. Resler stated the wall segment has changed considerably from the original plan. He stated a new footing will need to be done and will have a significant impact on Peter Melendy Park. He explained the work needed for this segment and the change order estimates are approximately \$410,000. He continued with the review of segment V the longest segment. He stated most of the earthen levee has been raised, and will require change orders costing \$130,000 to mitigate some known issues. Mr. Resler reviewed the budget summary. He stated they continue to make good progress on the project. He stated the total change orders are estimated at \$652,000 and there is enough grant funding availability to cover these. A brief discussion was held.

Mayor Brown introduced the next item on the agenda Review Code Section 14-149; Parking Hard Surfacing Requirements. Stephanie Houk Sheetz, Director of Community Development reviewed the history of the Rental Code ordinance. She reviewed the timeline of the ordinance. She stated in 2016 key changes were made to require pave driveways, parking area and/or parking lot within 3-years of permit renewal. She noted during the discussion in 2014 it was noted rental properties are a commercial use and she reviewed reasons for this, of which is the city issues occupancy permit and rental properties provide a service in exchange for a fee. She reviewed the guidelines for paved parking. She stated the ordinance was reviewed for impact on the storm water runoff and public health/safety and welfare concerns. She gave various examples of environmental impacts. Ms. Sheetz stated there are 1925 rental properties in Cedar Falls and currently 378 properties have gravel parking. She stated approximately 79.5% of the rental properties are compliant, 17% have plans in place to comply and 3.5% have not responded to the requirement. She stated they continue to meet with owners on their plans and no permits have been revoked as of this time. She stated staff recommends maintaining Section 14-149 as written. David Wieland motioned to maintain Section 14-149 as written as presented by staff, seconded by Frank Darrah.

Mayor Brown opened it for public comment. Sarah Canty a Cedar Falls landlord; Kathy and Kraig Kroemer 2516 Walnut; Clark VanHauen landlord of 1931 Bell Avenue; all spoke in opposition to paving rental property parking areas; stating concerns that not all properties have this requirement and older properties should have been grandfathered

## Item G.1.a.

in. Mark Miller 2929 Waterbury, stated citizens had ample time to voice concerns during the meetings in 2015-2016 and possibly work on a compromise and now have 3-years to complete their plan.

Mayor Brown brought it back to the council. Rob Green stated he now understands there were clear discussions that took place in 2015-2016, but still has concerns about the fairness to rental homeowners. He thought maybe this could be addressed through the nuisance ordinance. Daryl Kruse stated the tax code has a rental property as a residential property not in with commercial properties. He stated gravel provides a natural filter for storm waters. Mayor Brown called for the vote, motion passes 4-3 (Aye: Darrah, deBuhr, Miller, Wieland; Nay: Blanford, Green, Kruse)

Mayor Brown introduced the final item on the agenda bills. Mark Miller motioned to approve the bills as presented and David Wieland seconded the motion. The motion carried unanimously.

There being no further discussion Mayor Brown adjourned the meeting at 7:15 p.m.

Minutes by Lisa Roeding, Controller/City Treasurer

**CITY COUNCIL WORK SESSION**  
Cedar Falls Duke Young Conference Room  
July 16, 2018

The City Council held a special work session in the Duke Young Conference room at 5:00 p.m. on July 16, 2018, with the following persons in attendance: Mayor Jim Brown, Tom Blanford, Frank Darrah, Susan deBuhr, Mark Miller, Rob Green, Daryl Kruse and David Wieland. Staff members attended from all City Departments and other members of the community attended.

Mayor Brown then introduced the only item on the agenda, Form Based Zoning. Karen Howard, Planning and Community Services Manager reviewed that background of the current City of Cedar Falls zoning. She stated this is a hybrid zoning ordinance. She reviewed other types of zoning and gave some examples. She then described form-based zoning. She stated form-based zoning is being adopted in many cities across the country. For example Iowa City currently used form based zoning in certain areas of the city. Ms. Howard stated this type of zoning can be customized for each city. She explained it can be adopted for a certain area of the city or done street by street and similar to other types of zoning its effectiveness can be assessed after adoption and adjustments made to tailor it to the City's needs over time. Ms. Howard stated a vision of the area is first developed and then the form-based ordinance is developed based on the adopted vision. She stated this will give developers guidelines for redevelopment; having clear and objective standards in the code will give the developer a better understanding of what is required to meet the zoning requirements when looking for a site, which can help to reduce time and cost of development. She also stated that form-based codes can also provide better assurances to the community that what is built will be consistent with the vision for the area. Stephanie Houk Sheetz Director of Community Development stated we can look at this type of zoning with the comprehensive plan and zoning overhaul. Ms. Howard reviewed some examples from Austin, TX, Iowa City and other communities. Mayor Brown commented this would be something we could look at for the College Hill area, Downtown and maybe the College Square area. A brief discussion was held.

There being no further discussion, Daryl Kruse motioned to adjourn and Rob Green seconded the motion. The motion carried unanimously. Mayor Brown adjourned the meeting at 5:43 p.m.

Minutes by Lisa Roeding, Controller/City Treasurer



# CITY OF CEDAR FALLS

## DEPARTMENTAL MONTHLY REPORTS



June 2018

# Item G.1.c.

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**FINANCIAL SERVICES  
JUNE 2018**

**Financial Reports**

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

**Cash Management**

Property tax related revenues received to date in FY18 are monitored monthly. The daily cash balances and budget to actual revenues and expenditures for all funds for FY18 were monitored during the month. The revenue and expenditure activity for the Capital Projects Fund was also monitored during the month.

**Treasury**

Financial Services is responsible for maintaining accounting and cashflow as it relates to the city treasury, monitoring securities and investing idle cash to provide safe investments while maximizing interest earnings. Currently, the City has \$102,909,500 invested in CD's and \$4,100,000 in a liquid money market.

The FY19 Cash Management report was presented to the Committee of the Whole on June 4th. The report outlines the fund balances for the City's major funds and projects balances and investments for FY19.

<b><u>Investments</u></b>	<b><u>Transactions</u></b>	<b><u>Amount</u></b>
CD's Matured	4	\$10,550,000.00
CD's Purchased	5	\$11,560,000.00
PFMM Deposit	0	\$0.00
PFMM Withdrawal	1	\$5,000,000.00
CD/Investment Interest		\$160,542.64

**FY18 Audit**

The auditors were here June 25<sup>th</sup>-26<sup>th</sup> to begin their preliminary audit work. They will return in September to complete the audit fieldwork. In addition, during the last week of June, financial services staff completed inventory with all of the departments in the City. The inventory will be included in the FY18 audit.

**Financing and Long Term Debt**

Bonds in the amount of \$5.9 million were sold and the proceeds will be used for various projects. Staff worked with our financial advisors and legal counsel to complete the sale and the necessary documents. As part of the sale, staff did present to Moody's a financial overview of the City and the City maintained its Aa1 rating on the bonds.

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### **Federal Grant Programs**

We continued to monitor all federal grant accounts to ensure compliance with federal regulations. The monthly Electronic Data Collection for Section 8 Housing Voucher Program was filed timely as required by HUD.

### **Miscellaneous Financial Activities**

1. We continued to monitor the grant accounts for all departments to ensure that expenditures do not exceed revenues for each grant.
2. The Special Assessment Receivables were updated.
3. The semi-monthly sales tax reports were filed in a timely manner.
4. All payroll reports were filed as required by the various oversight units, such as the IRS, Social Security Administration, IPERS and the State of Iowa. For June, 137 payroll checks and 790 direct deposits were processed.
5. Capital asset additions were monitored during the month.
6. Accounts receivable were processed and 258 invoices were mailed out to customers.
7. 1,730 transactions for accounts payable were processed and approved by the City Council for payment and 517 checks were mailed out to vendors.
8. Continued to provide bookkeeping support to the Cedar Falls Community Foundation.
9. Continued to provide bookkeeping support for Sturgis Falls.
10. Staff continues to work on recordkeeping of flood related to the 2016 Flood event which started September 21, 2016.

### **Benefits & Compensation Activities**

1. Staff reviewed and prepared the following documents for City Council approval: FY19 Wellmark Administrative Services Agreement, Wellmark Stop Loss Policy, and Wellmark Group Insurance Contract (for fully insured Blue Dental plan); FY19-20 group life/AD&D insurance renewal; and the FY19-21 long-term disability (LTD) and LTD amendment materials
2. FY19 health plan open enrollment, health rates, and new Summary of Benefits and Coverage (SBC) materials were distributed to employees eligible for the City's group health plan, covered retirees, and COBRA enrollees.
3. Health and dental open enrollment and enrollment changes were processed for July 1<sup>st</sup> and new health and dental ID cards were received and distributed.
4. Benefit reports were requested from Wellmark and provided to the auditors for the FY18 audit. Other benefit information was updated for FY19 for new hire packets, retiree insurance payment processing, and general rate references.



5. Wellness challenge #6, Hit Your Stride, ended June 20 and \$75 VISA gift cards were awarded to employees that successfully completed the StressLess, Money Makeover/Finley session, and Hit Your Stride challenges. A drawing will be held in July to determine the five winners of the \$150 Runner's Flat gift cards for tennis shoes and/or fitness tracker. The Wellness Committee met June 20 to further discuss FY19 challenges, rewards, and budget. Similar to last year, a memo will be prepared for City Directors outlining the above for FY19. Another round of healthy snacks in wellness bowls and bottled water was distributed to work sites.
6. Medical leaves and return-to-work releases continued with employees, their providers, Arrowhead Medical Center, and the Risk Management Committee.

**Civil Service Commission & Employment Related Activities**

1. Follow-up and/or preparations for the May 16, June 20, and July 11 Civil Service meetings related to several positions below took place.
2. Recruitment, testing preparations, testing, list certification, backgrounds, physicals, new hire meetings, departure processing, or job classification processing took place for the following FT positions: Accountant, Civil Engineer, Engineering Technician I & II, Fire Captain certified list appeal, Land Surveyor, and Public Safety Officer; PT positions: Administrative Assistant, Assistant Equipment Mechanic, CSO, Laborer, and seasonal positions in the Community Development and Municipal Operations & Programs Departments.

**Miscellaneous Personnel Activities**

1. Union seniority lists were updated and finalized for distribution to union representatives and management per union contract requirements.
2. Personnel policy updates from the City Attorney began to be reviewed.

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### Finance and Business Operations Information Systems Division Monthly Report June 2018

#### Software Purchase/Installation/Upgrade Activities

- Software installations included:
  - Shieldware was reinstalled on a Police Records PC to resolve continuous error messages.
  - Installed a program, on a Fire Station PC, to keep desktop icons from moving.
  - Assisted with upgrading to Housing Pro 9.1 on 1 server and 2 PC's.
  - LAMA was installed on a PC in the Section 8 office.
  - All PC's are up-to-date with the latest Windows security patches
  - Power Point app was installed to one tablet for a user in Community Development for casting presentations in meetings.
  - iSeries PTF's were downloaded, installed, applied and system IPL'd.
- Software upgrades included:
  - ODBC connections were configured on PC's for a user in Finance that uses multiple computers.
  - Firehouse was updated on one pc in Community Development.
  - iOS updates were installed to Two tablets at Fire Station 1.
  - FTP server was updated with a new 1 year free license replacing the current license which will expire soon.
  - TraCS update was pushed out to desktops and mobiles omitting specific dates from being selected for arraignment.
  - ShieldWare was updated and installation steps and updates were re-run on 23 desktops.
  - Two new Domain Controllers were created and configured, replacing older Windows 2003 servers

#### Equipment Purchase/Installation/Upgrade Activities

- Equipment purchases included:
  - 2 Brother PocketJet printers were purchased for the Police Department squad cars.
  - A TraCS signature pad was purchased for a new Public Safety investigator.
  - 2 voice recorders were purchased for the Public Safety investigative unit.
  - Two tablets, cases and screen protectors were purchased for Public Works.
  - Tablet cases and screen protectors were purchased for Engineering
- Equipment installations included:

- One new credit card terminal was received. Programming was reconfigured and installed at Falls Aquatics Center.
- One display at Rec Center was replaced with a larger display.
- One failed display at Tourism was replaced with a spare from inventory.
- One failed UPS was replaced at Fire Station 1 after a generator test.
- A CloudTrax wireless access point has been configured and deployed to the main Fire Station.
- Fire Station 3's desktop PC was setup down at Station 1 in order to utilize the license for FH Medic.
- A printer, scanner and MDC were installed in a new Public Safety squad car.
- The WatchGuard in-car DVR system was configured for a new Public Safety squad car.
- A TraCS signature pad was installed on a new PC in the Police Department.

### **Project and Assistance Activities**

- New Cable TV Production Truck:
  - Finished the installation of all interior equipment.
  - Used the Truck for the first time for a baseball game on June 5.
  - Currently working on signage for the exterior of the truck.
- Graphic design projects for the month included:
  - Hearst Center: multiple artist exhibit and promotional materials, café postcard, anime postcard, Red Herring poster, miscellaneous printing
  - Tourism: brochure updates, profile sheets, labels, miscellaneous printing
  - Other: website updates and maintenance, business cards, Currents coordination and design, Rec class fliers and posters, Sturgis Falls posters, library logo meeting, no parking signs, National Night Out promo, Wellness card holders, miscellaneous printing
- Assistance Activities:
  - A spare Cisco switch was configured and installed at Falls Aquatics center to allow expansion of available network ports to add additional devices.
  - Two Ethernet ports were patched over from Voice to Data for expanding network connected devices at Falls Aquatics Center.
  - Public Safety Report Writing computers were renamed in preparation for loading new desktops for replacement.
  - A virtual print server CFPRINT was created in VMware. Copiers and printers were installed, shared out and Group Policy configured for printer deployment and printing.
  - IT Storage room was cleaned disposing old equipment and destroying old hard drives no longer needed.
  - Custom reports were ran against the ShieldWare database requested by Public Safety pertaining to Fireworks calls for service.
  - One Windows 7 report writing PC in Police was replaced with new Windows 10 PC.

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- Covert camera was installed prior to Sturgis Falls and removed after. Covert camera was re-installed to monitor traffic backup issues for Engineering near Greenhill/S Main.
- Police VMware Parent Image was updated with ShieldWare and other updates.
- We continue to monitor the SPAM filter, tagging and retrieving messages as needed to reduce the quantity of unwanted email received.
- We continue to provide support for the City's FTP server, adding folders and managing security as necessary.
- Files and folders were restored from backup as requested by users.
- We continue to provide support for the City's automated door lock systems, adding, deleting and changing user access as needed.
- Laptops and projectors were provided and setup for those needing them for meetings and travel.
- Users were added and removed from the network and employee intranet as required for hires and terminations.
- We continue to provide support for the digital video systems in the patrol cars, body cameras, city facilities, College Hill, Parkade, and covert operations as requested.
- We continue to provide support for the City's web site. News items were posted to the home page. Job openings, cable TV schedules, digital brochures, calendar items, bid opportunities, meeting agendas and minutes were posted as requested. Incoming requests to the request tracker system was monitored and forwarded to the appropriate department as necessary.
- We continue to provide support for the document imaging system, adding categories as requested, maintaining user accounts, maintaining appropriate security and providing backup and redundancy.
- We continue to provide support for the City's telephone system, adding and modifying services as requested

### **Problem Resolution Activities**

- WatchGuard equipment was reset in car 22 resolving issues with cameras.
- DVR and Cameras at Transfer Station were reset resolving issues with camera access and use.
- Media cartridge for the iSeries was reset resolving backup failures.
- Computer user profiles was re-created for a user at Tourism resolving issues logging onto the computer.
- FTP account was created for an attorney for downloading police video replacing a DVD we received and would not work.
- Microsoft Publisher issues with Copy/Paste functions were resolved for one user at Rec Center.
- One PC at Public Works was reloaded resolving issues with accessing DVR cameras and other software applications.
- iSeries attention light was reset after being discovered illuminated. Error code indicated Server Update Access Keys expired.

- Several Firehouse syncing issues, between desktop PC's and iPad's, have been resolved.

### **Equipment Repair Activities**

- One Netgear switch in storage was tested and determined bad. It was replaced under warranty.
- Van editing PC for Cable TV was repaired by replacing the internal power supply that had failed causing repetitive power cycles. Front USB ports were reconnected resolving dead usb ports.
- The iPad for truck 503 was restored to factory settings after an iOS update had corrupted it.

### **Channel 15 Programming Activities**

Televised live programs from City Hall:

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

Programmed CFU and Medicom cable providers for Channel 15 and Public Access.

Regular production included:

- Produced 2 Cedar Falls Baseball games
  - Waterloo West
  - Cedar Rapids Kennedy
- Produced 1 Veterans of the Cedar Valley Show
  - Veterans Park update
- Produced 1 Currents show
  - Fondo Fest
- Produced 2 Waterloo-Cedar Falls Symphony Season preview segments
- Broadcast live 1 Cedar Falls Municipal Band concert
- Broadcast live & recorded for re-air the Sturgis Falls Parade
- Broadcast live & recorded for re-air the US Marine Band from Overman Park
- Broadcast live Friday afternoon & evening events from Overman Park
- Broadcast live Saturday afternoon events from Overman Park
- Produced and edit Sturgis Falls Celebration show, recapping Sturgis 2018
- Recorded the 8 Over 80 Awards
- Produced 4 City News shows
- Produced 3 Arts Overlook segments
- Rain Barrels
- College Hill Arts Festival recap
- Hearst Center exhibit
- Produced 3 Sports Talk segments
- Gary Koenen retirement

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- Pat Mitchell Golf Outing
- Sturgis Falls Race
- Aired 3 new Panther Sports Talk summer shows
- Finished “Road to a Championship” documentary on the Cedar Falls Boys Basketball State Championship
- Continued production on “Cedar Falls Fire Rescue: 150 Years” documentary
- Shot & Edited documentary on Daniel Wild, an early potter of Cedar Falls.

### **City News**

Continued weekly news format program “Cedar Falls City News” including the following stories:

- Road Construction Update
- Memorial Day festivities recap
- Daniel Wild house tour recap
- Falls Aquatic Center now open
- Cedar Falls Museums open for the season
- Downtown Scavenger Hunt: CF Historic Preservation Commission
- Gold Star Teacher Awards recap
- Seasonal Compost facility open
- Cedar Falls Library Summerfest recap
- Fireworks Ordinance in Cedar Falls
- Public Safety Building construction progress update
- College Hill Arts Festival preview
- College Hill Arts Festival recap
- Oster Regent Theatre new marque sign
- Grand Marshal of Sturgis Falls: John Luzaich
- Sturgis Falls preview

### **Geographical Information Systems (GIS)**

- Projects:
  - Met with NRCS and ISU ext staff to coordinate a storm water monitoring program within the DRC watershed
  - Provided technical comments for 6 plats going to tech review
  - Met with Fire Dept staff to discuss data collection for digitizing pre-plan documents
  - Added new public version of web application to website
  - Assisted engineering to determine utility conflicts on levee project
  - Created proposed lot layouts for city-owned property along Hudson Rd
  - Created proposed lot layout for potential city-owned property
- Web & Database:

- Added new database views for parcels and condos for web applications
- Updated storm intake layer to add new field for medallion tracking
- Converted CAD drawings for P/Z & Council exhibits
- Reviewed and assigned 6 new addresses for upcoming projects
- Updated rental information from Firehouse into SQL
- Updated building permits from LAMA into SQL
- Field work:
  - Collected 278 survey-grade GPS positions on sanitary and storm sewer infrastructure
- Maps:
  - Provided a map with water utilities for Northern CF
  - Created map of the downtown business district for planning
  - Provided a map of the downtown urban renewal area for finance
  - Provided map showing catch basin cleanings
  - Provided an updated map for the West Viking Ind Park
  - Provided a map of all sanitary sewer lines for water rec
  - Provided a map of preliminary sewersheds for water rec
  - Provided a map of Autumn Ridge detention basins
  - Provided a map and data for Tourist Park disc golf course for rehab project
  - Provided maps for new addresses issued:
    - Test America
    - Prairie West 7<sup>th</sup> Lot 2

### **Training and Staff Activities**

- Cisco training videos were reviewed online
- Documentation was created for iSeries PTF download, Installation, Apply and IPL processes.
- Attended a LAMA informational session where we took a project through the entire project with all parties involved.
- An OnBase webinar was attended to check out features of a new agenda software system.
- Attended an OnBase conference call to discuss pricing related to migrating from SIRE to OnBase.
- GIS Analyst attended the Iowa Technology and Geospatial conference in Des Moines
- Provided training on GIS database setup and domain configuration for CFU staff
- GIS Analyst provided training on LAMA application for configuring map layers
- Cable TV staff, Denny Bowman and Jeremy Ott presented to the Kiwanis Rough Risers at their weekly meeting at the Clarion Inn in Cedar Falls.
- Two part-time staff were added in Cable TV: Tyler Ritchey and Tristan Bennett
- One part-time staff departed in Cable TV: John Stanish left for Austin, TX
- Attended a Mobile App demo from Civic Plus.

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## FINANCE & BUSINESS OPERATIONS LEGAL SERVICES JUNE 2018

### REPORT FROM SWISHER & COHRT – BETH HANSEN, ROBERT BEMBRIDGE:

1. **Traffic Court:**

City Cases Filed: 117 (this number includes both City and State tickets)

Cases Set: 10

Trials Held: 1

2. **Code Enforcement:** Attention to fireworks citations and view property with Steph Moore on code enforcement matter.

3. **Miscellaneous:** Attention Civil Service Commission meeting re: appeal.

### REPORT FROM KEVIN ROGERS, CITY ATTORNEY

4. **PERSONNEL/HUMAN RESOURCES:**

- a) Consult with City staff on personnel and disciplinary matters
- b) Attend weekly Human Resource Meetings
- c) Work on Personnel Policy revisions
- d) Advise on various Civil Service Commission matters
- e) Advise Administration Committee on employee grievance
- f) Draft response to ICRC complaint
- g) Advise on employee grievance procedures

5. **RISK MANAGEMENT/CLAIMS:**

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

6. **CONTRACTS/AGREEMENTS:**



- a) Drafting – Whispering Pines Association agreement
- b) Review & Advise—US Cellular Agreement
- c) Review & Advise—Cedar Falls Schools bus use agreement
- d) Review & Advise—Standard Rehabilitation Contract
- e) Review & Advise -- Unite Private Networks right-of-way management agreement

7. **MAYOR/CITY COUNCIL:**

- a) Prepare for and Attend Meetings of City Council and Committee of the Whole; Meetings with Mayor Brown
- b) Advise on City Council procedural issues
- c) Work on potential City Council Rule changes

9. **MISCELLANEOUS:**

- a) Attend Weekly Department Meetings
- b) Professional Reading-municipal and employment law resources
- c) Advise on new Iowa appellate court cases of interest to the City
- d) Advise on Open Records requests
- e) Advise on Community Center issues
- f) Attention to rental paving dispute
- g) Draft amendment to butchering ordinance
- h) Attention to property acquisitions—West 1st Street
- i) Attention to Verizon right-of-way access request
- j) Attention to Autumn Ridge stormwater issues
- k) Drafting of standardized stormwater maintenance and repair agreement
- l) Review and Advise – amendment to zoning agreement
- m) Provide additional information for FEMA flood buyout reimbursement

**REPORT FROM COLLEEN SOLE, PERSONNEL SPECIALIST:**

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

- a) The Risk Management Committee met June 20, 2018. Department Directors, City Attorney, and insurance representatives were in attendance. Workers' Compensation injuries, liability claims, damage to City property, policies, and disciplines were reviewed.
- b) Worked with legal counsel on investigation and documentation for various litigated workers' compensation, property, and liability claims
- c) Review and edit contracts and certificates of insurance for insurance requirements; working legal counsel and conferring with Arthur J. Gallagher and contractor's agents
- d) Public Entity Insurance bound for FY2019
- e) Builder's Risk Insurance bound for Public Safety Building
- f) Worked with Alternative Service Concepts in processing claims: worker's compensation, liability, property damage, etc.

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- g) Review trails and parks rental agreements and insurance for special events
- h) Random Drug and Alcohol screens were held for drivers holding the Commercial Driver's License designation.

### 11. Personnel

- a) Work with departments and legal counsel on disciplinary matters
- b) Work with departments and legal counsel on various personnel issues
- c) Process medical billing for pre-employment and post-employment matters
- d) Review of Personnel Policies with Personnel staff
- e) Review of 411 claim with MFPRSI, monitor progress
- f) Processed FMLA leave

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

- a) Four current active cases; working with ICRC toward completion of claim. Work with citizens submissions to ICRC.
- b) Work with ICRC to review cross-filed claims
- c) Process complaints, provide support to citizen's jurisdictional questions, and provide staff support to Commissioners
- d) Participation in Economic Inclusion Summit planning meetings

**FINANCE & BUSINESS OPERATIONS  
PUBLIC RECORDS  
JUNE 2018**

**Public Records Activity**

Prepared agendas, minutes and electronic packets for two Regular Council meetings, two Committee of the Whole meetings, one Administration Committee meeting, one Council Work Session, two Technical Review meetings and two Planning & Zoning Commission meetings. Staff processed meeting follow-up communications, minutes and legal documents.

City Council adopted five (5) ordinances and forty-seven (47) resolutions during the month; staff drafted forty-four (44) of these resolutions.

Issued the following:

- 5 Business Licenses
- 32 Pet licenses
- 6 Annual "Paw Park" permits
- 7 Cemetery Interment Rights Certificates

Issued the following Parking Permits:

- 36 Monthly Lot
- 0 Annual Lot (prorated)
- 2 Annual Senior
- 0 Monthly Construction
- 8 Daily/Guest
- 4 Annual Dumpster

Processed (11) liquor licenses, (4) wine and (4) beer permits.

Processed (13) tobacco/nicotine/vapor permits.

Filed (2) documents with the County Auditor.

Responded to (1) request for public records and (4) requests/concerns received thru the City's on-line Service Request feature.

Attended pay plan study appeal results/decision meetings for two employees.

Revised city web pages to increase transparency, availability and notifications for public meetings.

Prepared documents for final assessment of building demolition costs in conjunction with a nuisance abatement.

Attended LAMA licensing program training and overview of staff processes of the system.

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Attended two webinars for meeting agenda and management software.

Interviewed applicants interested in part-time administrative assistant positions.

Completed FY17 inventory for expendable supplies for Community Development and Parking Enforcement.

The unemployment rates for the month of May 2018 were 2.4% for the Waterloo-Cedar Falls Metropolitan Area, 2.7% in Iowa and 3.8% in the U.S.

### **Document Imaging**

1 – Employee performance evaluation.  
7 – Annual payroll resolutions. (2017-2018)  
20 – Miscellaneous boards, commissions & committees meeting materials.  
172 – City Council Resolutions. (21,005-21,176)  
Departmental Monthly Reports for May 2018.  
Miscellaneous employee documents.

### **Parking Enforcement**

713 – Parking citations issued.  
\$ 6,410.93 – Citations paid.

Attended parking management webinar that highlighted various approaches to quantifying demand and management of parking.

Hosted parking supervisor from Ames, Iowa to share and compare parking issues and enforcement.

### **Parking Collections**

\$ 1,098.00 – Collections from delinquent parking accounts.  
\$ 350.00 – Vehicle immobilizations (7 vehicles).

**FINANCE & BUSINESS OPERATIONS  
LIBRARY & COMMUNITY CENTER  
JUNE 2018**

Library Activity

Usage Statistics	April 2018	May 2018	May 2017
Customer Count	16,625	17,183	18,164
Circulation	32,866	32,681	34,525
Ebooks, emagazines, and streamed videos	3,644	3,835	3,974
Downloaded music	1,703	1,610	1,741
Reference Service	2,234	2,188	2,116
Items Added	938	944	1,213
Event Attendance	2,063	763	879
Computer & Wi-fi Usage	3,926	3,849	4,089

Library events in June included the following:

- Writers of the Cedar Valley, workshopping on writing-related topics, met June 3.
- “Planting a Pest Free Garden” workshop with Sean Revelle, was held June 3.
- Teen Gaming was held on Mondays throughout June, as part of the summer program.
- The Library’s annual SummerFest, featuring the music of Checker and the Bluetones, as well as food and fun for the whole family, kicked off the Summer Library Program (SLP) on June 5.
- Slushies and Book Discussion happened on Wednesdays throughout June, as part of the teen summer program.
- Teen Nights were on Thursdays in June, as part of the summer program.
- Geek Out Together discussion on June 11 was about Stranger Things.
- Children’s musician Dino O’Dell performed as part of SLP, on June 12.
- Teen Minecraft happened Tuesdays in June on the 12<sup>th</sup>, 19<sup>th</sup>, and 26<sup>th</sup>, as part of the summer program.
- Storyteller Will Stuck presented an illustration workshop for tweens, as part of SLP on June 13.
- Wild Times Exotics brought their “Zoo to You,” for three presentations on June 14, as part of SLP.
- The Academy Awards’ Best Picture, “The Shape of Water,” was screened on June 15.
- The monthly Board Game Saturday was June 16.

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- Trivia Night's feature this month was Musicals on Film, June 18.
- Cultural Literacy discussion on June 20 was on the theme, "LGBTQ Health Services."
- A Library Dance Party was held as part of SLP, June 21.
- The SLP's Sock Rockerz Family Concert was June 26.
- There was a coin-collecting program for school-age children, for SLP on June 28.
- Pedal Fest Spooky Story Time Ride, featuring an evening bike ride and ghost stories at Gateway Park, happened June 30.
- The Library Board received on behalf of the Library, its first donation of a Gary Kelley painting. This was from the Cedar Valley Authors Festival, in appreciation of support.
- The CoLab project architect met with library and city staff to go over a first draft of CoLab space and layout.
- The Youth Department held regular events throughout the month, including storytimes for babies, toddlers and preschool, and a program for tweens.

**Community Center:** In addition to regular weekly events for seniors, such as cards, ceramics, dominos, billiards, functional fitness sessions, and music, the Center also hosted bridge clubs, stamp club, and a device advice, "Virtual Tech Tour." The Lions Club held their large annual breakfast June 24, during the Sturgis Falls Celebration.

**ENGINEERING DIVISION  
PROJECT MONTHLY REPORT - JUNE 2018**

<i>Project</i>	<i>Description</i>	<i>Status</i>	<i>Budget</i>	<i>Contractor/ Developer</i>
W. 20th Street Bridge Replacement	Box Culvert	Construction Underway	\$850,000	Engineering Division PCI
Campus Street Box Culvert	Box Culvert	Contracts	\$320,000	Engineering Division PCI
Cedar River Whitewater Recreation	Recreation	RFP for Consultant	\$50,000	Engineering Division
Downtown Levee Improvements	Flood Protection Raise Levee to 500 Year	Construction Underway	\$11,800,000	Engineering Division AECOM
Dry Run Creek Sanitary Sewer Phase II	Sanitary Sewer	Construction Underway	\$3,800,000	Engineering Division SM Hentges
2017 Permeable Alley	Storm Water	Punch List Remains	\$150,000	Engineering Division Vieth Construction
2018 Permeable Alley	Storm Water	Contracts	\$68,000	Engineering Division Bentons
Mandalay Slope Repair	Storm Water	Final Out Remains	\$107,000	Engineering Division S.L. Baumeier
Center Street Trail	Trails	Contracts	\$450,000	Engineering Division Cunningham Construction
2018 Street Construction	Street Repair	Construction Underway	\$4,700,000	Engineering Division PCI
Greenhill Road Extension	New Street Construction	Construction Underway	\$5,100,000	Engineering Division AECOM
Highway 58 Corridor Study	Study and Design Greenhill Road to HWY 20	Construction Underway	\$2,500,000	IDOT/AECOM Engineering Division
Prairie Parkway & Viking Road Traffic Study	Traffic Study	Study Underway	\$10,000	Engineering Division AECOM
Greenhill Road Traffic Study	Traffic Study	Study Underway	\$90,000	Snyder
University Avenue - Phase I	Reconstruction	Final Out Remains	\$14,500,000	Engineering Division Foth
University Avenue - Phase II	Reconstruction	Construction Underway	\$13,632,000	Engineering Division Foth PCI
University Avenue - Phase III	Reconstruction	Construction Underway	\$3,500,000	Engineering Division Foth
W. 1st Street Reconstruction	Reconstruction	Final Design	\$6,500,000	Engineering Division Snyder & Associates

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## ENGINEERING DIVISION SUBDIVISION MONTHLY REPORT - JUNE 2018

<i>Project</i>	<i>Description</i>	<i>Status</i>	<i>Budget</i>	<i>Contractor/ Developer</i>
Autumn Ridge 8th Addition	New Subdivision	Construction Underway	-----	BNKD Inc. Shoff Engineering
Gateway Business Park	New Subdivision	Construction Underway	-----	Shive Hattery Baker Construction
Greenhill Village Townhomes II	New Subdivision	Preliminary Plat to Council	-----	CGA
McMahill Plat	New Subdivision	Under Construction	-----	Cedar Falls Schools Hall and Hall
Prairie Winds 4th Addition	New Subdivision	Construction Underway	-----	Brian Wingert CGA
River Place Addition	New Subdivision	Construction Underway	-----	Kittrell/AECOM
Sands Addition	New Subdivision	Construction Underway	-----	Jim Sands/VJ
The Arbors Third Addition	New Subdivision	Under Construction	-----	Skogman/CGA
The Arbors Fourth Addition	New Subdivision	Under Review	-----	Skogman/CGA
Western Homes 7th Addition	New Subdivision	Under Review - Grading Approved	-----	Claassen
Wild Horse 3rd Addition	New Subdivision	Acceptance of Improvements Remain	-----	Skogman/CGA
Wild Horse 4th Addition	New Subdivision	Under Construction	-----	Skogman/CGA



**ENGINEERING DIVISION  
COMMERCIAL CONSTRUCTION MONTHLY REPORT - JUNE 2018**

<i>Project</i>	<i>Description</i>	<i>SWPPP Status</i>	<i>Detention Calcs Status</i>	<i>Developer/ Engineer</i>	<i>Project Status</i>
924 Viking Road	924 Viking Road	Approved	Approved	Dahlstrom/CGA	Active
Ashley Furniture	2615 Capital Way	Approved	Approved	Claassen Engineering	Completed
Bethany Bible Church	4507 Rownd Street	Seed Stabilization	Approved	VJ Engineering	Completed
College Square Apartments	925 Maplewood Drive	Seed Stabilization	Approved	Confluence	Completed
Community Foundation	3117 Greenhill Circle	Seed Stabilization	Approved	Peters Construction	Completed
Community Motors	4617 University Avenue	Seed Stabilization	Approved	Helland Engineering	Completed
Greenhill Fountains - Ph. II	5307 Caraway Lane	Approved	Approved	Hall & Hall	Active
Hanna Park Lot 5	Under Construction	Approved	Approved	Shoff Engineering	Active
Jacobson Parking Areas	411 Clay Street	Approved	Approved	Peters Construction	Completed
UnityPoint	5100 Prairie Parkway	Seed Stabilization	Approved	VJ Engineering	Completed
Wayson Chiropractic	4615 Chadwick Road	Seed Stabilization	Approved	Peters Construction	Completed
Western Home Community Building		Approved	Approved	Claassen Engineering	Active
Willow Falls Addition	1123 Bluegrass Circle	Seed Stabilization	Approved	VJ Engineering Brent Dahlstrom	Completed
Aldrich Elementary School	2526 Ashworth Drive	Approved	Approved	Larson Construction	Active
Orchard Elementary School Addition	3909 Rownd Street	Approved	Approved	Brain Engineering	Active
Panther Office Addition	616 Clay Street	Approved	-----	Dolys Rental	Active
Airgas Parking Lot Addition	407 Performance Drive	Approved	-----	Cardinal Construction	Active
Veridian Credit Union Parking Lot	3621 Cedar Heights Drive	Seed Stabilization	-----	-----	Completed
Fager Properties LLC	3123 Big Woods Road	Approved	-----	Fager Construction	Active
State Street Mixed Use LC	200 E. 2nd Street	Approved	-----	Benton Sand & Gravel Inc.	Active
CFU Building Addition	1 Utility Parkway	Approved	-----	Peters Construction	Active
City of Cedar Falls Community School	3626 W. 12th Street	Approved	-----	Peters Construction	Completed
Western Home Communities 4th - Building Addition	5317 Hyacinth Drive	Approved	Approved	Cardinal Construction	Active
Cedar Falls Lutheran Home for Aged	7501 University Avenue 1A & 2B	Approved	-----	Peters Construction	Completed
Brookside Veterinary Hospital	9305 University Avenue	Approved	-----	Magee Construction Company	Completed
JC Enterprises Parking Lot	1910 Center Street	Approved	-----	JC Enterprises	Completed
JC Enterprises Building Addition	1910 Center Street	Approved	-----	JC Enterprises	Completed
Deere and Company	6725 Cedar Heights Drive	Seed Stabilization	-----	Peters Construction	Completed
Cedarloo Park Parking Lot	4418 University Avenue	Approved	-----	City of Cedar Falls	?
Hertz Farm Building Renovation	6314 Chancellor Drive	Approved	Approved	Peters Construction	Active
Greenhill Commercial 2nd Addition - Lot 2	4505 Algonquin Drive	Approved	Approved	High Properties	Active
Great Wall Reconstruction	2125 College Street	Approved	Approved	Peters Construction	Completed
Weber Paper Remodel	5801 Westminster Drive	Approved	Approved	Peters Construction	Completed
Wileys Christian Books Parking Lot	2520 Waterloo Road	Approved	-----	-----	Active
McDonalds Parking Lot	2515 Main Street	Approved	-----	Bishop Engineering	Completed
Victory Motors Building Remodel	5312 University Avenue	-----	-----	All Seasons Construction	Active
Viking Pump Building Addition	715 Viking Road	-----	-----	Cardinal Construction	Active
Wayson Chiropractic	4615 Chadwick Road	Under Construction	Approved		-----
Willow Falls Addition	Bluegrass Circle	Under Construction	Approved	VJ Engineering Brent Dahlstrom	
N. Cedar Elementary School		Approved	Approved	Brain Engineering	
Western Home 7th Addition	Under Construction	Approved		Lockard Development	Active

# Item G.1.c.

## ENGINEERING DIVISION COMMERCIAL CONSTRUCTION MONTHLY REPORT - JUNE 2018

<i>Project</i>	<i>Description</i>	<i>SWPPP Status</i>	<i>Detention Calcs Status</i>	<i>Developer/ Engineer</i>	<i>Project Status</i>
Standard Distributing Co. Building Addition	317 Savannah Park Road	Approved	Approved	Casady Engineering, Inc.	Active
200 West 1st Street	200 W. 1st Street	Approved	Approved	Arabella, LLC	Active
Standard Distribution	1225 Rail Way	Approved	Approved	Fred Rose, LLC	Active
Buckeye Corrugated	2900 Capital Way	Approved	Approved	Fehr Graham Engineering	Active
Lot 5 West Viking Road	3201 Venture Way	Approved	Under Review	Skogman/CGA	Active
Chamber Building Relocation	310 E. 4th Street	Approved	-----	Koch Construction	Active
Fareway Stores	4500 S. Main Street	Approved	Approved	Fareway Stores/Snyder & Associates, Inc	Active
Public Safety Building	4600 S. Main Street	Approved	Approved	CGA/Peters Construction	Active
River Place MU II	122 E. 2nd Street	Approved	Approved	AECOM	Active
Hampton Inn	101 W. 1st Street	Under Review	Approved	VJ Engineering	Active

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

Jun-18

Total for Month  
 Total for Fiscal Year  
 Total Same Month - LAST YEAR  
 Total for Fiscal Year - LAST YEAR

\$10,997,829.01  
 \$129,131,550.01  
 \$9,146,677.01  
 \$113,302,433.01

Construction Type	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Single Family New Construction	9	0	\$2,207,117.00	\$17,798.00	115	0	\$28,949,644.00	\$214,498.00
Multi-Family New Construction					4	0	\$772,680.00	\$4,956.00
Res Additions and Alterations	133	0	\$1,534,938.00	\$25,598.00	1844	0	\$19,532,337.00	\$336,241.20
Res Garages	8	0	\$48,975.00	\$1,021.00	59	0	\$476,461.00	\$10,037.60
Commercial/Industrial New Construction	2	0	\$6,223,000.00	\$27,480.00	14	0	\$41,669,362.00	\$162,562.00
Commercial/Industrial Additions and Alterations	12	0	\$983,299.00	\$8,338.00	134	0	\$28,533,245.00	\$168,776.00
Churches					2	0	\$183,200.00	\$1,920.00
Institutional, Schools, Public, and Utility	1	0	\$500.00	\$24.00	7	0	\$391,745.00	\$4,172.00
Agricultural/Vacant					13	0	\$8,622,876.00	\$42,337.00
Plan Review	13	0	\$0.00	\$22,795.00	102	0	\$0.00	\$231,251.00
<b>Total</b>	<b>178</b>	<b>0</b>	<b>\$10,997,829.00</b>	<b>\$103,054.00</b>	<b>2294</b>	<b>0</b>	<b>\$129,131,550.00</b>	<b>\$1,176,750.80</b>

Item G.1.c.

# Item G.1.c.

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

Jun-18

Construction Type	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Electrical	105	0	\$0.00	\$9,701.70	759	0	\$0.00	\$70,922.90
Mechanical	95	0	\$0.00	\$12,135.00	877	0	\$0.00	\$89,175.00
Plumbing	66	0	\$0.00	\$6,580.00	805	0	\$0.00	\$76,149.50
Refrigeration	1	0	\$0.00	\$60.00	9	0	\$0.00	\$1,536.00
<b>Total</b>	<b>267</b>			<b>\$28,476.70</b>	<b>2450</b>			<b>\$237,783.40</b>

Constructor Registrations	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Electrical	2	0	\$0.00	\$150.00	24	0	\$0.00	\$2,700.00
Mechanical					9	0	\$0.00	\$300.00
Plumbing	1	0	\$0.00	\$150.00	8	0	\$0.00	\$750.00
Refrigeration								
<b>Total</b>	<b>3</b>			<b>\$300.00</b>	<b>41</b>			<b>\$3,750.00</b>

Building Totals		Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
	178	0	\$10,997,829.00	\$103,054.00	2294	0	\$129,131,550.00	\$1,176,750.80	
<b>Grand Total</b>	<b>448</b>	<b>0</b>	<b>\$10,997,829.00</b>	<b>\$131,830.70</b>	<b>4785</b>	<b>0</b>	<b>\$129,131,550.00</b>	<b>\$1,418,284.20</b>	

**PLANNING & COMMUNITY SERVICES DIVISION  
MONTHLY REPORT  
June 2018**

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**MONTHLY MEETINGS:**

**Planning & Zoning Commission** – Meetings were held on June 13, 2018 and June 27, 2018. The following items were considered:

<u>Owner/Applicant</u>	<u>Project</u>	<u>Request</u>	<u>Action Taken</u>
Lucas Moore	Lot 7 & 8 of Midway Business Park	Amendment to Zoning Agreement	Approved.
Planning and Community Services	Zoning Ordinance Amendment	Floodplain Ordinance Amendments	Approved.
Midland Atlantic Development Company	SW Corner of Highway 59 and W. Ridgeway Avenue	Rezoning Request A-1 to HWY-1	Initial Discussion.
CV Commercial LLC	1015-1021 W. 22 <sup>nd</sup> Street	Future Land Use Map Amendment and Rezoning from R-3 to C-3	Initial Discussion.
CV Commercial LLC	2119 College Street	College Hill Neighborhood Site Plan Review	Initial Discussion.

**Group Rental Committee** – Regular meetings were held on June 6, 2018 and June 20, 2018.

Leigh Schmidt	2607 Victory Drive	New rental permit for three (4) individuals aged 18 years or older	Approved for an occupancy of three (3) individuals aged 18 years or older
Derick Rogers	426 W. 5th Street	New rental permit for three (3) individuals aged 18 years or older	Approved for an occupancy of two (2) individuals aged 18 years or older
Amit and Ashima Singla	705 Hearthside Drive	New rental permit for six (6) individuals aged 18 years or older	Approved for an occupancy of four (4) individuals aged 18 years or older
Andrew and Amanda Tew	2227 Fairview Drive	New rental permit for three (3) individuals aged 18 years or older	Approved for an occupancy of three (3) individuals aged 18 years or older

## Item G.1.c.

Aaron and Jolene Carolan	1926 Tremont Street	New rental permit for three (4) individuals aged 18 years or older	Approved for an occupancy of four (4) individuals aged 18 years or older
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**Board of Rental Housing Appeals** – Regular meeting was held on June 18, 2018

Tim and Tracie McQuillen	1202 W. 10th Street	Increase back to four (4) individuals aged 18 years or older	Approved for an occupancy of four (4) individuals aged 18 years or older
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**Board of Adjustment** – No meeting in June.

### **Other Commissions, Board Meetings & Staff Liaison Responsibilities:**

	Date	Notes/Actions
Historic Preservation Commission	6/13/18	Upcoming and ongoing projects discussed. Scavenger hunt details planned.
Housing Commission		No meeting in June
Community Main Street Design Committee	6/15/18	Proposed façade projects reviewed and discussed. Update given on overlay amendments.
Metropolitan Transportation Policy Board	6/14/18	Technical Committee meeting was held. Review draft TIP, Long Range Transportation Plan goals and projects for Surface Transportation Block Grant Funds.
MET Transit Board	6/28/18	New Paratransit buses arrived. Working on route changes and ridership survey.
Bike/Pedestrian Advisory Committee	6/5/18	Discussed application for 2018 Bike Friendly City, Network signage, W. 1 <sup>st</sup> Street crossing, Highway 58/Viking Road intersection.
Wellness Committee	6/20/18 & 6/26/18	Future programs were discussed. Wellness bowls distributed.
North Cedar Neighborhood Association	6/11/18	Update on Center Street trail project. Project anticipated start date: mid-June. Construction should be approximately 45 working days.
College Hill Partnership		No June meeting due to Board retreat.

### **ECONOMIC DEVELOPMENT:**

- Continue to prepare/distribute materials for information requests for prospects along with information on available buildings, land, incentives, tax rate comparisons, etc.

- Met with several prospects potentially interested in sites located within both the Northern Cedar Falls Industrial Park and West Viking Road Industrial Park and provided follow up materials.
- Staff started to explore possibilities for expanding the City’s industrial parks.
- Staff has started to discuss development options for the Gibson properties that the City owns.
- Met with an existing business in the West Viking Road Industrial Park about potentially expanding its operations.
- City Council approved a site plan for a new Holiday Inn & Suites Hotel and conference center on June 4, 2018.

**PLANNING SERVICES:**

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

Number of Rental Inquiries: 35

Types of Questions:

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

**CODE ENFORCEMENT:**

Number with Cases During Timeframe	41	
Incomplete Cases	6	15.0%
Completed Cases	35	85.0%
		100.0%

Description of Issue	Amount
Front and Side Yard Parking	1
Brush Piles/Vegetation	1
Garbage container at street curb	0
Overflowing Garbage Container	0
Items at the Street Curb	4
Junk/unlicensed vehicle	8
Illegal Storage of Trash/Materials on Property	8
Property/Building Maintenance	0
Sidewalk Obstruction	2
Loud Party	0
Signs in the ROW	2
Animal Control	0
Tall grass and weeds	15
<b>Total</b>	<b>41</b>

## Item G.1.c.

Landlord Accountability Ordinance:

- 11 properties issued warnings.
- 2 property issued citations/points.

### OTHER PROJECTS FOR JUNE INCLUDED:

- A final paving reminder was sent to the relevant landlords with paving deadlines in July 2018.
- Postcards were sent out to remind relevant landlords of their July 2019 paving deadline.
- W. 1<sup>st</sup> Street reconstruction continues with final design. The right of way portion of the project is underway.
- Staff presented the proposed CBD overlay code changes at a public meeting at the Community Center.
- Kick off meeting with SHPO and hired Consultant for the Wild District Nomination.
- HPC scavenger hunt launched on June 1.
- Due to cost under-runs, one additional property may be acquired through the 2016 Flood Buyout Program.

### CDBG

#### Programs:

- CDBG
  - Monthly required reporting and reimbursement requests are ongoing.

<b>Housing Rehabilitation Grants</b>	2 Property under construction 1 Property in pipeline 0 Property complete 4 Applications received
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<b>Emergency Grants</b>	2 Property under construction 0 Property in bidding 0 Property in pipeline 0 Application received
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A variety of technical requirements must be met for these programs to meet the grant, such as historical reviews, income verifications, etc. These occur throughout the month and process of approval, implementation and completion.

- HOME
  - Home funds are used for the purchase of lots and infrastructure costs for Habitat builds in Cedar Falls. In addition, HOME funds are being used along with CDBG funds for Housing Rehabilitation projects for Cedar Falls homeowners. We currently have no HOME projects in the bidding process.



**SECTION 8**

**Housing Choice Voucher Monthly Report**

Waiting List	376	HAP Payments	\$85,322
New Applications Taken	15	Utility Payments	\$ 1,272
Units under Contract	204	Admin Fees	\$ 42.76
Total Vouchers Available	326*		
Lease Up Goal	240**		
Initial Vouchers Issued	4		
Mover Vouchers Issued	2		
New Admissions	4		

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**Citizen Contacts/Appointments:** During the month of May, there were a total of 50 Appointments.

- 18 Annual Recertification
- 6 Vouchers Issued
- 6 New Admission
- 12 Interim Income changes
- Port In/Out 3
- 5 Other
- In addition, 214 citizen/client contacts were addressed (walk-ins and phone calls).

**HQS Inspections:** 26 Inspections were completed (14 bi-annual, 11 initial, 1 re-inspection).

**Terminations:** 1 client was terminated due to violation of program rules.

**Hearings:** None

**Other:** A Public Hearing will be held July 10, 2018 to hear comment on the PHA Annual Plan.

*\*Amount of Vouchers HUD authorizes*

*\*\* Lease up goal based on available funding*

**Add A Dollar Report**

During the month of June, the Add a Dollar program assisted 12 households with an average of \$222 per household. 14 households were assisted with an average of \$180 per household. The program balance is currently \$1,115.88.

## Item G.1.c.

### DEPARTMENT OF COMMUNITY DEVELOPMENT WATER RECLAMATION/SEWER DIVISION MONTHLY REPORT - JUNE 2018

#### PLANT OPERATIONS

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

Quarterly digester and primary sludge samples were collected this month to fulfill permit requirements.

Heavy rains on June 30<sup>th</sup> caused issues with one lift station. A contractor working on rehabilitating manholes in the creek between University Avenue and Seerley Boulevard did not protect the manholes from the flash flooding that followed the heavy rain. One manhole took on millions of gallons of creek water and caused high flows to the lift station on 17<sup>th</sup> Street. This water was then pumped to the plant where it filled a detention basin and overflowed. Had the manhole not been left open the heavy rains would have had only a minor impact on our operations.

#### PROJECTS

Our annual slip lining project was started in May and continued into June. Municipal Pipe Tool completed all but one line where there is a conflict with street construction. This line will be done in late fall.

The trunk line replacement project along Dry Run Creek is nearly complete. The only remaining major part is to rehabilitate a line remaining along the creek between University Avenue and Seerley Boulevard.

We are in the process of renovating the control of the main lift station at the treatment plant. This station pumps approximately 40% of our total influent flow. Problems with aging equipment issues prompted this rebuild. The work is quite involved and will bring a greater degree of reliability and efficiency to this critical stage.

#### BIOSOLIDS

We were able to process 139,000 gallons through our belt filter press system for application later. Another 171,000 gallons of liquid biosolids was land applied in June.

A total of 21.8 tons of gritty, inorganic solids were hauled to the landfill.

#### SEWER CALLS AND COLLECTION SYSTEM ISSUES

Staff processed 606 requests for utility locates in construction areas for the Iowa One Call system. Of those, 176 were pertinent and required a sewer line to be located.

We received three calls regarding sewer problems from residents, no issues were found with the city's sanitary sewer mains. There were four alarm calls from lift stations this month. No serious issues were found with these after-hours calls.

A total of 3,127 feet (0.6 miles) of sanitary sewer lines were televised this month. This brings our annual total to just 2.8 miles. Our goal each year is to televise at least fifteen miles.

Crews were able to do clean 22,000 feet (4.2 miles) of sanitary sewer lines. This brings our annual total to 14.5 miles. Our annual goal is to clean at least forty miles.

#### PERSONNEL AND TRAINING

Our seasonal employee started June 11th. Jan Mord will be helping out in many areas within the division.

## Item G.1.c.

**DEPARTMENT OF MUNICIPAL OPERATIONS AND PROGRAMS  
PUBLIC WORKS/PARKS DIVISION  
PARK/CEMETERY/GOLF SECTION  
MONTHLY REPORT FOR JUNE 2018**

### PARK

- Performed routine cleanup duties at Paw Park.
- Performed routine restroom stocking and shelter cleanup duties.
- Removed and covered up graffiti in various locations.
- Delivered tables, barrels and bike racks to Sturgis Park
- Swept and blew off all of the recreational trails.
- Continued with construction of Clay St. Park shelter.
- Backfilled relocated trail in Island Park.
- Repaired damaged culvert pipe in Island Park due to flooding.
- Removed sign from El Dorado Park.
- Started work in Orchard Hill Park for new pickle ball & basketball courts.
- Finishing with Clay St. Park shelter construction.
- Flood cleanup at Island and Washington Parks.
- Tables and barrels to College Hill Arts Festival.
- Sturgis Falls celebration preparations.
- Repaired docks at big woods damaged due to flood.
- Repaired damaged garbage can receptacle.
- Picked up trees and store for Lone Tree Rd fall project.
- Install donor bricks for Clay St Park project.
- Prepped for Clay St Park volunteer weekend project.
- Installed new playground equipment in Sartori Park.
- Installed new playground mulch in parks as needed.
- Harness inspection and training was conducted.

### ARBORIST

- Ash Street trees removals. (9 total)
- Other street tree removals. (19 total)
- Some routine tree trimming and hanger removals from multiple locations.
- Harness inspections and training.
- Routine cleaning and maintenance of arborist equipment.
- Constructed retaining wall for Clay Street Park project.
- Wind damage cleanup.
- Trimmed walking bridges on Waterloo Rd & Panther Ln.
- Performed maintenance on planting beds at Hearst Center, City Hall, Peter Malendy, Olson's Riverside, Visitors Center, cemetery gardens and Gateway Park.
- Watered newly planted tree and shrubs.
- Installed Clay Street Park plantings.
- Performed maintenance of all bio-cells and planting beds.
- Cleaned new planting beds at D lot parking lot.

**CEMETERY STAFF**

- Performed regular grave openings/closings and assistance with funerals.
- Weekly mowing and trimming of all three cemeteries.
- Picked up down limbs in the cemeteries and in some ROW mowing areas.
- Picked up all garbage and dead flowers in the cemetery.
- Cleaned up debris left over from Memorial Day.
- Assisted with Sturgis Falls Preparations.

**Item G.1.c.**

**DEPARTMENT OF MUNICIPAL OPERATIONS & PROGRAMS  
CEMETERY SECTION  
MONTHLY REPORT**

FOR THE MONTH OF:                     June                                          Year                     2018                    

**Interments:**

<b>Greenwood</b>	7
<b>Fairview</b>	4
<b>Hillside</b>	2

**Disinterment:****Spaces Sold:**

<b>Greenwood</b>	3
<b>Fairview</b>	4
<b>Hillside</b>	1

**Services:**

<b>Cremations</b>	6
<b>Saturday</b>	4
<b>Less than 8 hrs. notice</b>	1
<b>After 3:00p.m.</b>	

**Receipts:****Prepetual Care**

<b>Greenwood</b>	\$ 465.00
<b>Fairview</b>	\$ 620.00
<b>Hillside</b>	\$ 155.00
	\$ 1,240.00

<b>Burial Permits</b>	\$ 7,985.00
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<b>Lot Sales</b>	\$ 4,960.00
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<b>Marker permits</b>	\$ 780.00
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<b>Deed Transfers</b>	
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**Total Receipts:**

	<b>\$14,965</b>
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**DEPARTMENT OF MUNICIPAL OPERATIONS & PROGRAMS  
PUBLIC WORKS/PARKS DIVISION  
REFUSE SECTION  
MONTHLY REPORT FOR JUNE 2018**

**RESIDENTIAL SOLID WASTE COLLECTION**

The automated units collected a total of 642.72 tons of solid waste during the month of June. The 136 loads required 342.00 man-hours to complete, equating to 1.88 tons per man-hour. The automated units used 1,400.36 gallons of low sulfur diesel fuel during the month.

**PARKS GARBAGE ROUTE**

The automated park garbage truck collected a total of 3.55 tons of solid waste during the month of June. The 9 loads required 64.00 man-hours to complete, equating to 0.05 tons per man-hour. The automated unit used 59.69 gallons of low sulfur diesel fuel during the month.

**CONTAINER ROUTE**

The container route crew collected twenty-one (21) loads of refuse for the month. The containers totaled 24.23 tons and required 72.00 man-hours to complete. This operation yielded 0.34 tons per man-hour. The semi-automated collection totaled 27.28 tons and required 79.00 man-hours to complete. This operation yielded 0.35 tons per man-hour.

The total number of June container dumps was 677. Seventeen percent (17.58%) or 119 of these dumps, were for non-revenue bearing accounts.

The container route truck used 300.60 gallons of low sulfur diesel fuel during the month.

**LARGE ITEM COLLECTION**

Refuse personnel made 176 large item stops during the month and collected 21.22 tons. This required 115.50 man-hours to complete and equates to 0.18 tons per man-hour. Thirty-four (34) Appliances, Thirty-two (32) Tires, and Sixteen (16) Televisions were collected this month.

**RESIDENTIAL YARD WASTE COLLECTION**

Refuse crews collected 170.09 tons of yard waste curbside this month. The 55 loads required 180.00 man-hours to complete, equating to 1.00 tons per man-hour.

There are currently 7,716 yard waste accounts throughout the city.

3,955 yard waste carts were picked up this month.

The Automated yard waste collection trucks used 486.64 gallons of low sulfur diesel fuel during the month.

# Item G.1.c.

## TRANSFER STATION SOLID WASTE

The Transfer Station's trucks hauled 74 loads of solid waste to the Black Hawk County Landfill totaling 1,049.84 tons.

The Transfer Station accepted 330.84 tons of commercial and residential solid waste this month.

291 appliances, 217 tires, 108 television sets, and 30 computer monitors were received at the Transfer Station for the month.

The Transfer Station's trucks used a total of 577.97 gallons of low sulfur diesel fuel during the month.

## TRANSFER STATION YARD WASTE

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

The Transfer Station accepted 9.23 tons of commercial and residential yard waste this month.

Refuse crews hauled 173.21 tons of yard waste to the Compost Facility this month.

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

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

Tin (Baled)	3.24 tons
Plastic (non-baled)	
Plastic (Baled)	19.14 tons
Cardboard (non-baled)	
Cardboard (Baled)	58.16 tons
Newspaper/Magazines (non-baled)	
Newspaper/Magazines (Baled)	43.74 tons
Phone Books	
Books/Flyers	
Office Paper	5.84 tons
Plastic Bags	1.27 tons
Styrofoam	1.02 tons
Other Items Recycled for the month	
Appliances	18.11 tons
E-Waste	7.30 tons
Glass	112.94 tons
Scrap Metal	37.77 tons
Shingles	59.87 tons
Tires	5.92 tons

Revenue generated by the Recycling Center for June was \$3,671.70.



**UNI RECYCLING SUBSTATION**

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

Plastics #1-7	2.80 tons
Cardboard	9.48 tons
Newspaper	5.03 tons
Tin	0.93 tons
Glass	2.34 tons
Plastic Bags	0.50 tons
Office Paper	2.57 tons
Styrofoam	0.13 tons
<b>Total</b>	<b>23.78 tons</b>

**FAREWAY RECYCLING SUBSTATION**

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

Plastic #1-7	8.76 tons
Cardboard	16.13 tons
Newspaper	9.65 tons
Tin	1.40 tons
Glass	2.48 tons
<b>Total</b>	<b>38.42 tons</b>

**GREENHILL VILLAGE RECYCLING SUBSTATION**

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

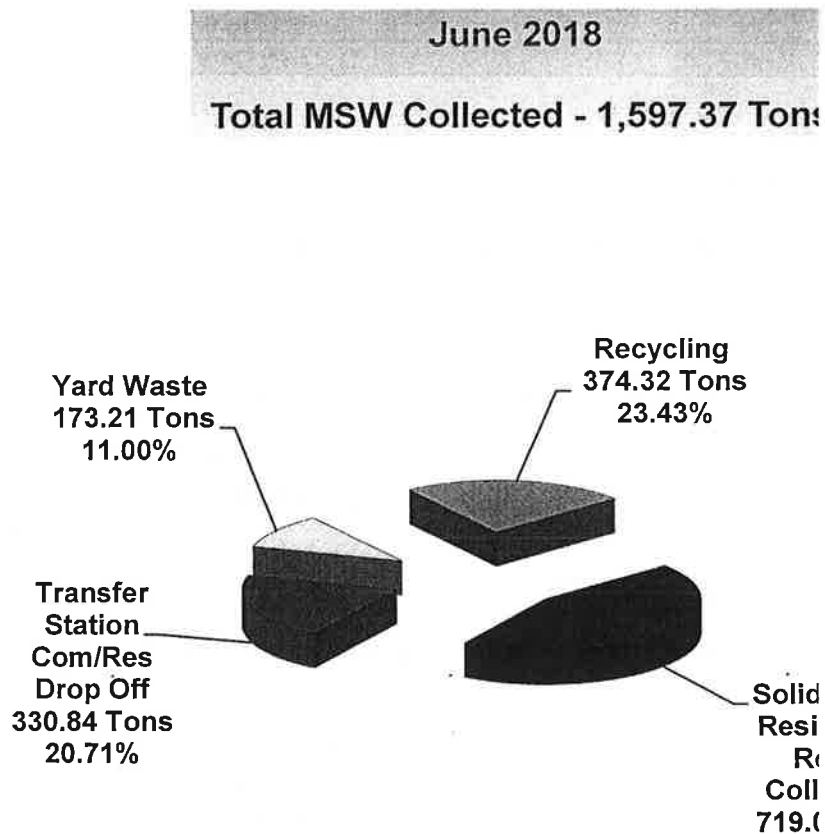
Plastic #1-7:	3.50 tons
Cardboard	17.77 tons
Newspaper	6.54 tons
Office Paper	1.18 tons
Plastic Bags	0.00 tons
Tin	2.23 tons
Glass	1.69 tons
Styrofoam	0.35 tons
<b>Total</b>	<b>33.26 tons</b>

# Item G.1.c.

## MONTHLY TOTALS

Municipal Solid Waste figures for the City of Cedar Falls:

The total waste collected by the City of Cedar Falls and hauled to the Black Hawk County Landfill, and to City Carton including Solid Waste, Yard Waste, and Recycling was 1,597.23 tons. The following pie chart is a representation of the Municipal Solid Waste figures for the month of June 2018 for the City of Cedar Falls.



## MISCELLANEOUS TASKS

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

Equipment was cleaned on a weekly basis.

**DEPARTMENT OF MUNICIPAL OPERATIONS & PROGRAMS  
PUBLIC WORKS / PARKS DIVISION  
STREET SECTION  
MONTHLY REPORT FOR JUNE**

**COMPOST FACILITY**

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

**OUTSIDE SECTION ASSISTANCE**

- Provided assistance in the fleet maintenance facility.
- Provided assistance with the construction of basketball & pickleball courts in Orchard Hill Park.
- Installed sub drain tile in Orchard Hill Park.
- Repaired a recreation trail section in Island Park.
- Repaired a recreation trail section near Bigwoods Lake.
- Assisted with solid waste and yard waste collection.
- Provided assistance with a project in Clay Street Park.

**CEDAR RIVER**

- The river level was monitored and normal operational procedures were followed during fluctuating water levels.
- Traffic control materials were placed as needed during high water events.
- Road edge washouts were repaired on Cottage Row Road.

**STREET & ALLEY MAINTENANCE**

- Streets were swept on a routine basis throughout the month.
- Potholes were filled with asphalt hotmix or with the Dura-Patch spray patch machine.
- Alleys & road shoulders were graded as needed during the month.
- Continued annual crack routing & crack sealing activities.
- Replaced damaged street panels on Clay Street at the intersections of W. 2<sup>nd</sup> & W. 3<sup>rd</sup> Streets.
- Made permanent street repairs to Cedar Falls Utilities temporary street patches.

**SANITARY & STORM SEWER MAINTENANCE**

- Reconstructed a storm sewer catch basin in Orchard Hill Park that will accept sub drain tiles to improve drainage in the park.
- Replaced failed sanitary sewer castings at various locations.
- Repaired storm sewer catch basins at various locations.
- Reconstructed failed storm sewer catch basins on Olive Street.

## **Item G.1.c.**

### **MISCELLANEOUS TASKS**

- Relocated a scissor lift as needed for various cable TV activities.
- Repaired a damaged banner pole base on the Parkade.
- Mowed road shoulders.
- Corrected settled and offset sidewalk pavers on the Parkade.
- Repaired a road edge washout on E. Ridgewood Drive.

### **SPECIAL EVENTS:**

Traffic control materials were placed & retrieved for the following events

- College Hill Farmer's market kickoff event.
- Grand opening event for a chiropractic business, 100 block of east 10<sup>th</sup> Street.
- Annual Sturgis Falls Celebration.
- Hearthside Drive neighborhood event.

**DEPARTMENT OF MUNICIPAL OPERATIONS & PROGRAMS  
PUBLIC WORKS/PARKS DIVISION  
TRAFFIC OPERATIONS SECTION  
MONTHLY REPORT FOR JUNE 2018**

- 68 traffic control signs were repaired.
- Made 7 labels for vehicle maintenance.
- Traffic operations completed 8 One Call utility locates.
- Completed 20 minor repairs to different signalized intersections.
- Traffic operations completed the roadway painting of all yellow long lines and skips.
- Began the process of white roadway painting.
- Responded to 4 different outdoor emergency siren service calls.
- Traffic personnel assisted building maintenance with 4 minor tasks.
- Delivered building supplies and completed recycling task at city buildings.
- Continued the annual testing and replacing of malfunction management units, and conflict monitors.
- Completed various tasks in the preparation and cleanup of Sturgis Falls.
- Made 5 different repairs on surveillance cameras.
- Traffic operations completed a significant signal change at the intersection of South Main St. and Greenhill Rd. Which included:
  - The installation of a new cabinet footing
  - The installation of a new TS-2 cabinet
  - The installation of a new electrical service
  - The installation of 3 new 4 section signal heads
  - The programming of a new traffic controller
  - The programming of a new malfunction management unit
  - Reprogramming the vehicle detection to work with the new traffic phasing
  - The rewiring of the intersection to match the new traffic phasing
- Traffic personnel completed training in; fall arrest safety.

# Item G.1.c.

## DEPARTMENT OF MUNICIPAL OPERATIONS & PROGRAMS FLEET MAINTENANCE SECTION MONTHLY REPORT FOR JUNE

The Fleet Maintenance Section processed 167 work orders during the month of June. 9 of them were either sent out or done by staff from other sections.

1,226 transactions were recorded through the City's fuel dispensing sites. The usage was as follows:

7,340.768 Gallons of Ethanol

8,687.070 Gallons of low sulfur diesel fuel

The total amount of fuel pumped for the month of June was 16,027.838 Gallons.

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

### **Street Section**

235: Replaced drive tires and truck was taken to Tri State to have body replaced.

293: Replaced expansion valve and dryer in a/c system.

297: Replaced blower drive belt.

275: Replaced front axle kingpins, brake drums shoes and slack adjusters.

242: Replaced air governor, dryer and body was replaced at Tri State.

281: Replace front tires.

### **Refuse Section**

346: Replaced joystick for arm controls..

340: Adjusted arm stowed switch.

352: Body repaired at C&C Welding.\

340: Replaced Crankcase filter.

348: Replaced turbo VGT actuator.

### **Parks/Cemetery/Rec Section**

2367: Replaced PTO clutch wires.

2119: Installed auxiliary diesel tank for remote fueling.

2183: Replaced front idler wheel assembly, replaced tracks, replaced fan drive pump and cleaned intercooler and a/c condenser.

2123: Replaced rear leaf springs and installed brake controller.

2180: Cleaned a/c condenser and replaced worn turbo.

Misc: Small mower repairs; belts, blades and services.

**Fire Division**

FD503: Replaced worn rear brake drums and shoes, adjusted front brakes.

FD501: Replaced blow coolant hose.

**Police Division**

PD18: Replaced rear brake pads and rotors.

PD14: Replaced rear brake pads and rotors.

Radar Trailer: Repaired radar trailer after it was damaged by car.

**Community Development**

490: Repaired crack in debris body.

493: Replaced coolant reservoir

510: Replaced a/c compressor under warranty.

# Item G.1.c.

DEPARTMENT OF MUNICIPAL OPERATIONS & PROGRAMS  
PUBLIC WORKS / PARKS DIVISION  
PUBLIC BUILDINGS  
MONTHLY REPORT FOR JUNE 2018

## AQUATIC CENTER

- Delivered supplies
- Delivered and picked up small man lift.
- Replaced lighting ballasts.
- Completed sidewalk inspections

## BEACH HOUSE

- Delivered cleaning supplies.
- Pest Control services were completed.
- Completed cleaning of facility after rentals.
- Completed sidewalk inspections

## CITY HALL

- Completed cleaning inspections of facility.
- Completed pest control services.
- Completed recycling services.
- Replaced dirty HVAC filters.
- Tested emergency generator.
- Tested elevator fire operation.
- Replaced bad light ballasts.
- Replaced bad light bulbs.
- Adjusted thermostat settings as needed.
- Delivered janitorial supplies.
- Repaired water fountain on holding cell sink.
- Hung clock in engineering.
- Completed sidewalk inspections.
- Repaired wall and replaced baseboard.
- Repaired condensate drain heat pump for CATV studio.
- Replaced wax ring on stool.
- Hung pictures.
- Mounted eye bolts on HazMat trailer and hung PD Sturgis sign.
- Assembled 25 parking signs for Sturgis Falls.



COMMUNITY CENTER

- Completed cleaning inspections of facility.
- Completed pest control services.
- Replaced dirty HVAC filters.
- Replaced bad light bulbs and ballasts.
- Delivered janitorial supplies.
- Completed sidewalk inspections.
- Repaired condensate drain on heat pump.

FIRE DEPARTMENT

- Delivered janitorial supplies.

HEARST CENTER

- Completed cleaning inspections of facility.
- Completed recycling services.
- Completed sidewalk inspections.
- Replaced dirty HVAC filters.
- Replaced bad light bulbs and ballasts.
- Delivered janitorial supplies.
- Contractor installed new countertop and sink in classroom.
- Installed clay trap and plumbed drain in classroom.
- Repaired automatic floor scrubber.
- Repaired lock.
- Installed clay trap and assembled drain on new sink in classroom

LIBRARY

- Completed cleaning inspections of facility.
- Completed recycling services.
- Completed pest control services.
- Tested elevator fire operation.
- Reviewed building automation systems to verify proper operation of systems.  
Scheduled settings for holidays.
- Replaced light bulbs.
- Replaced light ballasts.
- Replaced dirty HVAC filters.
- Delivered janitorial supplies.
- Completed sidewalk inspections
- Replaced stained ceiling tiles.
- Backflow preventer was repaired by contractor.
- Repaired leak on faucet.

## Item G.1.c.

- Tested all exterior GFI outlets for proper operation for special event.
- Dropped off additional extension cords after hours for a special event.
- Troubleshoot controls system for high humidity in buildings.
- Contractor replaced relay on Water to Water HP#2.
- Replaced supply fan belt on energy recovery unit.
- Repaired light above book drop.
- Repaired faucet in craft area.
- Replaced broken toilet seat.
- Responded to afterhours call for high temps in building. Made adjustment to the building automation system to correct set points.
- Set up dehumidification unit in reference office.
- Repaired and cleaned condensate drain on Heat Pump.

### MUNICIPAL OPERATIONS AND PROGRAMS

- Completed cleaning inspections of facility.
- Completed recycling services.
- Completed pest control services.
- Tested emergency generator.
- Replaced dirty HVAC filters.
- Reviewed building automation systems to verify proper operation of systems.
- Replaced bad light bulbs.
- Replaced bad light ballasts.
- Delivered janitorial supplies.
- Cleaned restrooms at 1500 Bluff and restocked supplies.
- Completed sidewalk inspections.
- Repaired shop faucet.
- Annual sprinkler inspections were complete and 3 year inspection of dry system was completed.
- Repaired sink in men's locker room.
- Cleaned drain under ice machine.
- Ice machine was cleaned by contractor.
- Replaced power pack for copy room light sensor.
- Installed new weather resistant handicap button on front door bollard.
- Cleaned carpeting in office common area.
- Replaced bent hinge on vehicle maintenance garage.
- Repaired two fence panels.
- Repaired loose edge sensor on Bluff St north gate.
- Cleaned hot water heater outlet.
- Cleaned drinking fountain strainer and sensor.
- Replace bad CO2 sensors on gas detection system.
- Troubleshoot motor controller for fountain pump at Pheasant Ridge.

RECREATION CENTER

- Completed cleaning inspections of facility.
- Completed recycling services.
- Completed pest control services.
- Reviewed building automation systems to verify proper operation of systems and schedules. Scheduled setting for holidays.
- Replaced bad light bulbs and ballasts.
- Completed sidewalk inspections.
- Installed new scent dispenser pump on steam room and adjusted over several days to find proper settings.
- Removed shattered backboard from main gym and replaced with new backboard.
- Installed new condenser fan in drinking fountain.
- Mounted TRX bracket in exercise room.

TRAFFIC OPERATIONS

- Assisted with signage repair and locates.
- Assisted with long line stripping.
- Assisted with signal and cabinet changeover on Main and Greenhill.

VISITORS CENTER

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

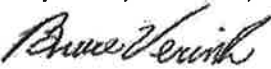
# Item G.1.c.

## RECREATION DIVISION Monthly Report June 2018

- Rec Center
  - Fitness classes have gone well with no issues with 2,670 patrons participating.
  - Programs offered at the Recreation Center continue to go well.
  - All wood floors at the Rec Center will be screened and sealed with a water based sealant the first week of July.
- Rental for season 3 of the Island Park Beach House have started on May 1<sup>st</sup> and will continue until October 15<sup>th</sup>. This past month rentals have been negatively impacted by water issues due to high river levels and standing water from rain.
- Summer camp at the three sites has gone well.
- This year we have had more staff issues with camps and sports programs than any year in the past. We have had people accept jobs and either decide not to work for us but they do not tell us until they are MIA for staff meetings 4-8 days before the programs starts. Or program staff has worked a day and then decide not to show up again without telling us.
- Programs offered around town continue to go well with few problems
- We continued to help with events around Sturgis Falls. The bike ride started and ended at the Recreation Center on Saturday with over 274 riders. Saturday night the Falls hosted the fee swim party with 801 swimmers attending the Sturgis Free swim night from 6-9:00 PM. Then the Sturgis Falls run started and ended at the Rec on Sunday morning and had 364 runners.
- Work continues daily to groom and prepare are ball fields for play.
- Sixty two adult softball teams registered for league play this summer got their summer started the first week of May. Play has continued all month long. Rain and wet fields have caused 10 games to be rained out. These games will be made up at the end of the season.
- The Recreation Center has once again been selling consignment ticket to area tourist attractions like Lost Island, Six Flags Great America, Blank Park Zoo and other summer destinations.
- Falls Aquatic Center and Indoor pools
  - In June of the 30 days, weather forced an early closing on ten of the day dues to weather related issues.
  - Then the temperatures are in the 80's or higher we continue to have great crowds. For the month for Open Rec Swim we had 26,246 patrons.
  - Staff has been scheduling private swimming parties at bot Homes and the Falls
  - Swim lessons started June 7<sup>th</sup> thru the 20<sup>th</sup> with the second session running June 25<sup>th</sup> thru July 9<sup>th</sup> at the Falls and Holmes swimming pools.
  - Staff was busy preparing for the 4-day swim meet to be held at the Falls July 12 -15th. During the swim meet the Zero depth and lazy river will remain open to the public for Rec Swim.

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

Respectfully submitted,



Bruce Verink  
Recreation Division Manager

**Recreation and Community Center Usage For June 2018**

Members using the Facility	8,203	Massages	62
Non-Members using the Facility	422	Racquetball/Wallyball Hrs.	21
Child Care	129	Meetings/Tours/Rental	1,415
Aerobics	1,188	Before and After Care	445
Circuit Weight Training	70	Sturgis Run	364
Exercise Trial	71	Sturgis Ride	274
Personal Training	260	Steam Room	454
Sports Yoga	753	Birthday Parties	60
Cardio Cycling	475	Tot Lot	204
Rock On	115	Pickleball	114
Zumba	79	Karate	304
		<b>TOTAL</b>	<b>15,572</b>

**Recreation and Community Center Revenues**

<b>Resident Memberships Sold</b>		<b>Punch Cards</b>	
12 <sup>th</sup> Grade & Under	4	12 <sup>th</sup> Grade & Under	3
Adult	29	Adult	4
Senior Citizen	6	Senior Citizen	1
Family Pass	30	Child Care	1
Corporate Family	1	Racquetball	0
Corporate Individual	0	Towel	7
4-Month	7		
Towel Usage	305		
<b>Credit Card Usage</b>	<b>\$83,599.75</b>	<b>Leisure Link Registration</b>	<b>\$5,816.00</b>
<b>Daily Fees</b>			
Admission	\$2,924.06	Racquetball	\$18.00
Child Care	\$15.00	Exercise Tryout	\$355.00
Towels	\$19.00	Amusement Park Ticket Sales	\$3,625.00

**Swimming Pool Passes (Summer)**

Family	1,063	Youth & Senior	99
Adult	77	Lap Swim	12
Child Care Provider	97		

**Fitness Passes**

4 Month	15	1 Month	3
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**Youth Programs**

Tot Lot	204	Coach Pitch Baseball	395
Camp C.F. - CH	460	Coach Pitch Softball	165
Camp C.F. - Hansen	595	Wrecking Crew	336
Camp C.F. - Peet	490	Before & After	455
Baseball		Tennis	1,404
5 Yr. olds	301	Track	234
Kindergarten	224	Learn To Swim	
1 <sup>st</sup> & 2 <sup>nd</sup>	228	Indoor	1,949
3 <sup>rd</sup> & 4 <sup>th</sup>	162	Outdoor	3,116
Softball		Swim Clubs	2,552
Kindergarten & 1 <sup>st</sup>	301	Sturgis Falls Pool Party	801
2 <sup>nd</sup> - 3 <sup>rd</sup>	138	Pool Parties	2,702
4 <sup>th</sup> - 6 <sup>th</sup>	120	Pool Staff - In Service	220

**Adult Programs**

Softball Leagues	3,000	Aqua Trim	90
Pickleball	114	Water Walking	481
		Scuba	12

**Recreational & Lap Swim**

Outdoor	26,246	Indoor	1,292
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**Rentals**

Pool Parties	10	Shelters	222
Beach House	21	Gateway Celebration Shelter	9
Ball Fields - Scheduled Usage	105	Recreation Center	11

# Item G.1.c.

## CEDAR FALLS RECREATION DIVISION

June 2018

### YOUTH SPORTS & ACTIVITIES

#### TOT LOT/PLAY LOT WEEKLY

June 11-14	6
June 18-21	14
June 25-28	10

**TOTAL 30**

#### TOT LOT/PLAY LOT 6 WEEK

June 11-July 26	7
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**TOTAL TOT/PLAY LOT 37**

#### CAMP CEDAR FALLS - Peet

June 11-15	4
June 18-21	6
June 25-29	4
All Summer	28

**TOTAL 42**

#### CAMP CEDAR FALLS - Cedar Heights

June 11-15	5
June 18-22	6
June 25-29	6
All Summer	25

**TOTAL 42**

#### CAMP CEDAR FALLS - Hansen

June 11-15	7
June 18-22	7
June 25-29	6
All Summer	33

**TOTAL 53**

#### BEFORE AND AFTER CARE

June 11-15	9
June 18-22	7
June 25-29	4
All Summer	23

**TOTAL 43**

#### TENNIS - June 11-July 20

##### UNI

Beginner M/W 9:00 am - 10:00 am	27
Beginner M/W 10:00 am - 11:00 am	24
Intermediate M/W 11:00 am - 12:00 pm	17
Beginner T/Th 9:00 am-10:00 am	41
Beginner T/Th 10:00 am-11:00 am	22
Intermediate T/Th 11:00 am - 12:00 pm	25

**TOTAL 156**

#### T-BALL

5 Yr. Old Co-Ed 9:00 am	32
Kgn. Boys 10:00 am	43

**TOTAL 75**

#### SOFTBALL CAMP

2nd-3rd Grade 10:00 am	23
4th, 5th & 6th Grade 12:30 pm	20

**TOTAL 43**

### BASEBALL CAMP

1st-2nd Grade 9:00 am	38
3rd-5th Grade	27

**TOTAL 65**

### TRACK

3rd-4th Grade	24
5th-6th Grade	15

**TOTAL 39**

### TOTAL YOUTH SPORTS & ACTIVITIES

**632**

### YOUTH SWIM PROGRAM

#### Session I - June 7-20

##### The Falls Aquatic Center

Group 3 8:35-9:20 am	12
Group 3 9:25-10:10 am	11
Group 3 10:15-11:00 am	11
Group 4 8:35-9:20 am	5
Group 4 9:25-10:10 am	11
Group 4 10:15-11:00 am	10
Group 5 8:35-9:20 am	4
Group 5 9:25-10:10 am	12
Group 5 10:15-11:00 am	12
Group 6 9:25-10:10 am	12
Group 6 10:15-11:00 am	12
Group 8 9:25-10:10 am	15
Group 9 10:15-11:00 am	6

**TOTAL 133**

### Holmes Pool

Group 3 8:45-9:30 am	7
Group 3 9:35-10:10 am	8
Group 3 10:35-11:20 am	8
Group 3 11:25-12:10 am	8
Group 3 4:40-5:25 pm	7
Group 3 5:30-6:15 pm	8
Group 4 8:45-9:30 am	7
Group 4 9:35-10:20 am	12
Group 4 10:35-11:20 am	12
Group 4 11:25-12:10 am	11
Group 4 4:40-5:25 pm	10
Group 5 9:35-10:20 am	12
Group 5 10:35-11:20 am	7
Group 5 11:25-12:00 am	8
Group 5 5:30-6:15 pm	12
Group 6 8:45-9:30 am	5
Group 6 9:35-10:20 am	5
Group 6 10:35-11:20 am	6
Group 6 11:25-12:10 am	10
Group 6 5:30-6:15 pm	6
Group 7 8:45-9:30 am	12
Group 7 4:40-5:25 pm	12
Group 8 4:40-5:25 pm	10
Adapted Aquatics 5:30-6:15 pm	2

**TOTAL 205**

### TOTAL YOUTH SWIM-Session I

**338**

**Session II - June 25-July 9**

**Falls Aquatic Center**

Group 3 8:35-9:20 am	8
Group 3 9:25-10:10 am	18
Group 3 10:15-11:00 am	12
Group 4 8:35-9:20 am	9
Group 4 9:25-10:10 am	11
Group 4 10:15-11:00 am	12
Group 5 8:25-9:20 am	6
Group 5 9:25-10:10 am	12
Group 5 10:15-11:00 am	10
Group 6 9:25-10:10 am	11
Group 6 10:15-11:00 am	10
Group 7 10:15-11:00 am	10
Older Beginners 8:35-9:20 am	2
Beginning Diving 8:35-9:20 am	4
Beginning Diving 10:15-11:00 am	8
Intermediate Diving 9:25-10:10 am	3
<b>TOTAL</b>	<b>146</b>

**Holmes Pool**

Group 3 8:45-9:30 am	4
Group 3 9:35-10:20 am	7
Group 3 10:35-11:20 am	8
Group 3 11:25-12:10 am	6
Group 3 4:40-5:25 pm	7
Group 3 5:30-6:15 pm	7
Group 4 8:45-9:30 am	1
Group 4 9:35-10:20 am	10
Group 4 11:25-12:10 am	12
Group 4 4:40-5:25 pm	12
Group 4 5:30-6:15 pm	12
Group 5 8:45-9:30 am	8
Group 5 10:35-11:20 am	8
Group 5 11:25-12:10 am	9
Group 5 4:40-5:25 pm	11
Group 5 5:30-6:15 pm	12
Group 6 9:35-10:20 am	12
Group 6 10:35-11:20 am	8
Group 6 11:25-12:00 am	10
Group 6 4:40-5:25 pm	10
Group 7 9:35-10:20 am	12
Group 7 10:35-11:20 am	12
Group 7 5:30-6:15 pm	12
Group 8 8:45-9:30 am	10
<b>TOTAL</b>	<b>220</b>

**TOTAL YOUTH SWIM-Session II**

**366**

**ADULT WATER EXERCISE**

**Stretching Aqua Trim**

6/7-6/20/18	10
6/25-7/9/18	13
<b>TOTAL ADULT WATER EXERCISE</b>	<b>23</b>

**ADULT EXERCISE**

**Circuit Weight**

TTH 4:30-5:20 pm	10
<b>TOTAL</b>	<b>10</b>

**Cycling**

MWF 8:00-8:50 am	6
<b>TOTAL</b>	<b>6</b>

**Rock On Monthly**

MWF 5:15-6:15 am	14
<b>TOTAL</b>	<b>14</b>

**TOTAL ADULT EXERCISE**

**30**

# Item G.1.c.

## CEDAR FALLS TOURISM & VISITORS BUREAU Monthly Report June 2018



### **Projects:**

- Hosted Iowa Economic Development Authority Director Debi Durham, Communications Director Jacque Matsen, Iowa Tourism Office Manager Shawna Lode, and Eastern Iowa Tourism Association Executive Director Carrie Koelker for a day to tour Cedar Falls tourism attractions
- Hosted a travel writer to tour Cedar Falls and write about the College Hill Arts Festival and John Deere 100<sup>th</sup> Anniversary Celebration
- Collaborated with the Iowa Group Tour Association to set up a photo shoot in Cedar Falls for group tour promotions
- The Cedar Falls Tourism and Visitors Bureau board awarded marketing grants to the Pink Ribbon, ARTapalooza, and create{her}CF events
- Collaborated with the Hilton Garden Inn to sponsor a hole at the Iowa Society of Association Executives golf outing to solicit bids for meetings
- Met with Atul Patel and Mark Ripplinger to discuss how the bureau can assist in generating/sharing leads for meetings and events for his and other facilities
- Met with Community Main Street and the Hearst Center to arrange for outdoor musical entertainment in the Downtown District on Saturday afternoons in July and August
- Visitor Center staff received CPR training provided by Chris Schoentag
- Helped organize and promote Cedar Valley Pedal Fest
- Hailey Sullivan, our summer intern, lined up volunteers and managed them during the College Hill Arts Festival. She also helped with logistics and execution of the Sturgis Falls Celebration.
- Discussed on-line calendar of events with several potential vendors as they prepared proposals
- Hosted a Currents Up Close program to promote the Gran Fondo and Fondo Fest
- Met with Heather Skeens to discuss planning for the Hearst Center through our ArtsLab training
- Working with Monday Creations to produce promotional videos
- The Visitor Center hosted nine paid rentals

### **Highlights from Becky Wagner:**

- Hosted two motor coaches
- Managed office supply inventory
- Worked three other planners to create an itineraries for a future visit
- Scheduled volunteers to staff the visitor center on weekends
- Processed bills

### **Highlights from Linda Maughan:**

- Boosted Facebook posts to promote Pedal Fest
- Wrote newsletter/blog articles about Independence Day Celebrations and Party on the Patio at the Hearst Center, 40<sup>th</sup> Annual College Hill Arts Festival, John Deere's 100<sup>th</sup> Anniversary Celebration, Cedar Basin Music Festival, Pedal Fest, and Summer Family Fun
- Monitored and created posts for Facebook, Twitter, Instagram, Pinterest and Google+ for the Visitor Bureau
- Updated web pages
- Continued to add to and manage our photo library
- Coordinated fulfillment of 1,467 leads in June

### **Highlights from Deb Lewis:**

- Researched and ordered promotional items
- Assisted 18 individuals with facility rental information and booking
- Conducted inventory and managed gift shop



- Refined rental agreement and assisted 13 individuals in regards to rentals
- Tabulated statistics for monthly report
- Managed trails promotion through social media and websites

**Highlights from Vicki Bailey:**

- Researched and published Hospitality Highlights x4
- Managed the on-line calendar of events
- Posted event information to our electronic digital message board

**Meetings/Events:**

- Cedar Valley Hospitality Partners
- Pay Plan Appeals for staff
- Sturgis Falls Celebration board
- Comfort Suites Ribbon Cutting
- Toured red house next to the Hearst Center
- Hearst staff x2
- ArtsLap Virtual Workshop
- MOP staff x3
- Eastern Iowa Tourism Association annual meeting in Maquoketa
- Cedar Trails Partnership board
- Post Session Legislative Breakfast
- Public Art Committee
- Groundbreaking for Holiday Inn & Suites and Event/Conference Center
- Fondo Fest planning committee
- Governor's Volunteer Awards
- Create{her} CF planning committee
- 8 Over 80 Awards Luncheon
- Art and Culture board
- Exchange Park Trike Track Ribbon Cutting
- Iowa DOT Tourism Oriented Signage committee
- TVB staff x1
- Strategic Imaging 10<sup>th</sup> Anniversary

**Other events we assisted with:**

- Cedar Valley Cup
- Iowa High School Trap Shoot
- Cedar Falls Authors Festival x1
- Cedar Valley Moonlight Classic
- Inclusion and Communciation for All Conference
- Cedar Basin Jazz Festival

Respectfully Submitted,

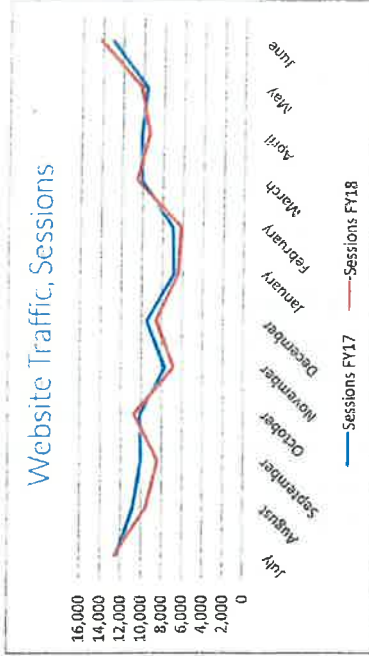
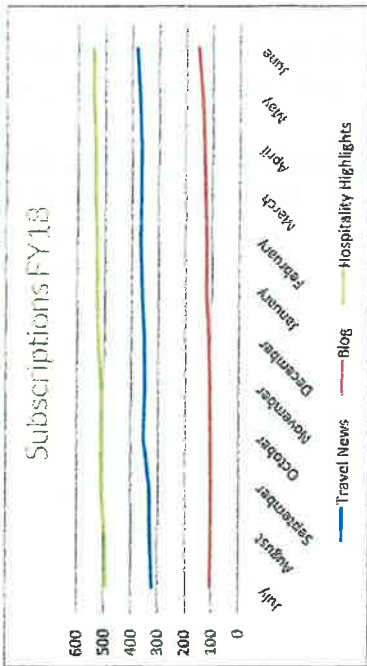
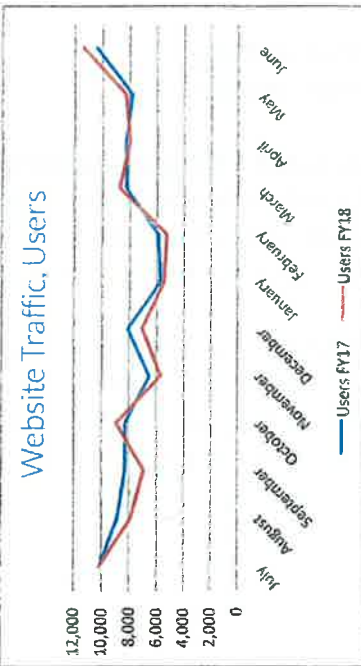
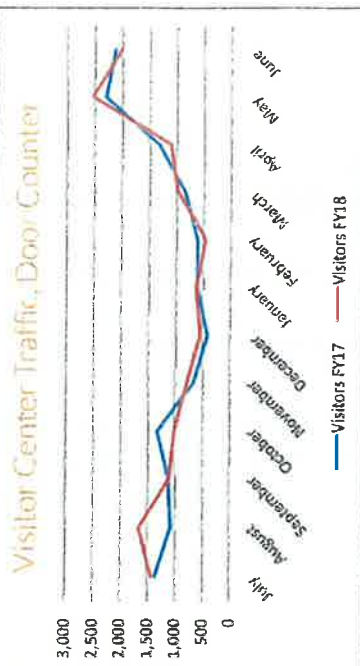


Kim Manning, Visitors, Tourism and Cultural Programs Manager

Monthly Activity Report for Cedar Falls Tourism & Visitors Division

	July	August	September	October	November	December	January	February	March	April	May	June	Totals
<b>July 2017 thru June 2018</b>													
<b>INCOMING CONTACT BY</b>													
VC Walk-In (Door Counter) FY18	1,411	1,635	1,088	988	766	528	606	425	953	1,085	2,508	1,982	13,976
VC Walk-In (only Non-Local Visitors) FY18	323	424	277	339	110	114	69	93	201	157	326	379	2,812
VC Walk-In (Door Counter) FY17	1,341	1,066	1,066	1,308	649	392	588	583	813	1,293	2,271	2,105	13,494
VC Walk-In (only Non-Local Visitors) FY17	497	302	354	310	143	64	90	111	161	271	312	439	3,044
Email/Website	29	19	14	16	22	20	0	23	36	40	40	32	321
US Mail	0	0	2	0	0	0	0	0	0	0	3	0	6
Phone	92	142	139	154	71	57	98	130	181	178	171	266	1,679
HOW HEARD ABOUT US - If offered													
Friends / Family	0	3	0	1	1	0	1	1	1	0	0	0	8
Other (eg. Postcard mailing, ads, web/FBook)	0	1	6	0	2	0	0	0	0	0	3	0	13
Signage	9	6	4	0	0	2	0	0	0	4	0	1	26
Advertising	0	0	0	0	0	0	0	2	2	7	0	0	11
Trade / Consumer Show	0	1	0	0	0	0	0	0	0	0	1	4	6
<b>SERVICES PROVIDED</b>													
Attended a Meeting/Rental	70	161	140	126	173	114	101	63	136	266	762	494	2,606
Bureau Business	124	172	181	239	134	109	146	179	253	217	276	307	2,337
Group Tour Info	0	0	4	11	4	0	2	1	1	4	0	7	34
Hotel/Restaurant	7	0	0	0	0	0	0	0	0	4	2	7	21
Relocation	3	3	3	15	1	0	1	2	1	3	6	7	44
School Project	0	0	1	30	0	0	1	0	2	1	0	0	35
Special Event	9	1	2	0	0	0	2	0	0	3	0	0	17
Trail User	99	58	36	26	22	4	8	5	25	52	70	102	507
UNI	10	24	9	8	13	11	7	6	12	8	13	0	121
VC Amenities including Restroom	690	772	604	591	267	143	190	222	371	517	652	832	5,861
<b>ADVERTISING LEADS</b>													
Iowa Travel Guide / Website	700	350	372	245	187	126	430	4,318	1,779	378	618	984	10,487
EITA Travel Guide	0	0	0	2	0	0	0	0	0	0	0	1	3
AAA Living	0	0	0	0	94	245	45	0	76	61	50	90	661
Midwest Living (Best of the Midwest)	0	0	0	0	0	0	0	0	0	1	221	103	325
Iowa Tour Guide (group leads)	19	6	18	17	8	12	17	33	10	13	27	19	199
<b>BROCHURE DISTRIBUTION</b>													
Total Visitor Guide Distribution	539	1,066	1,766	639	898	569	6,296	5,174	8,508	1,585	1,105	1,938	30,083
VG Mailed Out (Individual)	25	368	384	257	298	375	488	4,343	1,924	491	32	30	9,016
VG Bulk Distribution (Local)	215	627	713	367	489	192	2,343	809	4,699	686	77	505	11,732
VG Bulk Distribution (Non-Local)	60	0	120	0	100	0	3,450	0	30	0	185	170	4,115
Relocation	104	11	24	15	1	2	15	7	0	3	9	1	192
Welcome Bags	135	60	525	0	0	0	0	15	0	405	134	157	1,431
Total Trail Guide Requests	185	307	360	327	140	18	856	314	1,052	895	1,513	305	6,272
<b>WEBSITE TRAFFIC</b>													
Users FY18	10,074	7,809	6,880	8,907	5,646	7,026	5,409	5,227	8,715	7,926	8,289	11,339	93,247
Users FY17	10,062	8,773	8,224	8,228	6,439	8,030	6,674	5,802	8,175	8,200	7,760	10,311	95,676
Sessions FY18	12,533	9,504	8,410	10,684	6,837	8,573	6,430	6,189	10,504	9,362	10,182	14,116	113,324
Sessions FY17	12,318	10,736	9,963	10,072	7,641	9,425	6,813	6,951	9,998	10,061	9,662	12,907	116,437
Page with Top Views	Upcoming Events	Upcoming Events	Upcoming Events	Upcoming Events	Upcoming Events	Upcoming Events	Upcoming Events	Upcoming Events	Upcoming Events	Upcoming Events	Upcoming Events	Upcoming Events	Upcoming Events
Top Traffic Source	Google	Google	Google	Google	Google	Google	Google	Google	Google	Google	Google	Google	Google
Top Referral Site	m.Facebook.com	m.Facebook.com	m.Facebook.com	m.Facebook.com	m.Facebook.com	m.Facebook.com	m.Facebook.com	m.Facebook.com	m.Facebook.com	m.Facebook.com	m.Facebook.com	m.Facebook.com	m.Facebook.com
<b>SUBSCRIPTIONS</b>													
Travel News (consumer newsletter)	315	324	326	347	343	345	354	361	359	359	366	376	3,766
What's News Blog	98	97	97	98	101	106	117	117	122	127	134	148	1,148
Hospitality Highlights (partner newsletter)	487	491	506	506	507	518	523	524	531	530	538	539	4,539
<b>SOCIAL MEDIA FOLLOWERS</b>													
Facebook (Followers)	7,099	7,145	7,262	7,328	7,398	7,478	7,663	7,845	7,961	8,177	8,275	8,364	63,354
Instagram	722	742	759	763	792	829	873	907	925	964	976	992	7,592
Twitter	3,452	3,480	3,502	3,529	3,550	3,558	3,579	3,602	3,621	3,641	3,644	3,656	28,456
Pinterest	470	472	473	476	477	478	481	481	483	477	481	500	3,856
Google+	29	29	29	29	29	29	29	29	29	29	28	28	231
<b>VOLUNTEER INVOLVEMENT</b>													
Board / Committee Hours	426	110	246	270	110	120	161	212	472	273	247	230	2,877
Student / Intern Hours	0	1	18	10	16	4	163	148	4	287.00	144	185	979

	108	102	97	79	88	88	79	65	110	90	116	118	1,139
Envoys Hours - Visitor Center	27	4	8	6	0	0	0	59	45	0	4	21	243
Envoys Hours - Special Event/Ramp Station													
MISC.													
Groups in Conference Room	2	9	10	6	7	7	9	0	4	3	11	9	88
Motor Coach Group in CF	1	0	0	0	1	1	0	0	0	1	3	1	8
<b>INCOME</b>													
Gift Shop Sales	\$713.50	\$974.51	\$425.93	\$349.40	\$529.70	\$805.51	\$289.70	\$239.78	\$403.68	\$319.94	\$702.95	\$1,094.49	\$6,869.09
Facility Rental	\$140.00	\$1,230.00	\$705.00	\$1,170.00	\$415.00	\$705.00	\$300.00	\$175.00	\$450.00	\$445.00	\$1,790.00	\$1,300.00	\$9,825.00
Host/Motor Coach @ VC or Step Guide	\$50.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$170.00	\$50.00	\$270.00



# Item G.1.c.

CEDAR FALLS  
CULTURAL PROGRAMS  
Monthly Report | June 2018



## MAJOR HIGHLIGHTS

- Hearst Center attendance has increased 82% since November 2017.
- Summer camp registration continues to increase for weekly camps over the course of the month. Our final three camps are over 80% full. Our GET MESSY camp is completely full, with 17 additional kids on the waitlist. We have no classroom space for an additional section of campers.
- Public reception of current exhibition *Ukiyo-e to Shin Hanga* has been overwhelmingly positive. This is the second traveling exhibition we've secured in the last year and we plan to continue to augment our traditional exhibition schedule with shows of this high caliber.
- Staff raised \$506 in donations via Sturgis Falls kid's activities tent, and reached over 750 people via off-site education department activities in June.
- Summer camp registrations have increased over 20% in FY18 as compared to FY17.

## PUBLIC EVENTS/PROGRAMS @ The Hearst

- **June 07:** Faces Places documentary screening
- **June 14:** William Feasley Classical Guitar Concert
- **June 21:** Closing reception for *Ukiyo-e to Shin Hanga* exhibition
- **June 21:** Public lecture with Dr. Kendra Strand re: Japanese printmaking
- **June 28:** Lunch and Learn with Joanne Hardinger re: Japanese influence on western art
- **June 29:** Movies under the Moon

## MEETINGS

Cedar Falls Art & Culture Board  
Cedar Falls Public Art Committee  
Friends of the Hearst Board  
Public Art Committee sub-committee meeting  
Art and Culture Board Sub Committee meeting

## HIGHLIGHTS from Heather Skeens, Cultural Programs Supervisor:

- Met with president of Ruth Suckow Memorial Association (RSMA) to discuss donation, future projects; later attended Annual Meeting for RSMA
- Wrote/submitted State Farm grant for \$25,000 for Hearst CAFE program + Youth Art Team collaboration
- Met with estate planner to discuss estate donations to the Hearst Center; later met with estate executor to discuss use of particular recent gift
- Met with Friends of the Hearst Fundraising sub-committee to plan donor recognition event and organize FY19 year-end campaign; also attended Friends Annual Meeting
- Met with Curator to plan for large-scale exhibition for October, in collaboration with UNI

- Attended Hartman Reserve Artist-in-Residency presentation to support artist Angela Waseskuk (UNI); Attended Youth Art Team fundraiser
- Worked with Ed Coordinator and CF Art Program Coordinator to plan for extension of programming in to CF Schools
- Completed framework for corporate sponsorships; received one sponsorship for youth workshop
- Completed marketing wrap project for Hearst vehicle
- Completed front lobby renovation project
- Drafted garden procedures for ACB, currently under review
- Hosted visiting scholar from Des Moines for CF/Hearst tour and project planning
- Provided tour of rental property for ACB members
- Met with Mark R. and Kim M. to work on goals for Hearst Center
- Conducted "all staff tour" of exhibitions in collaboration with Curator, to give all staff background on exhibitions for use when interacting with the public
- Participated in monthly ArtsLab conference call
- Met with Curator and Roy Behrens (UNI) regarding upcoming exhibition and connected programming
- Recorded interview with Ch. 15 – Arts Overlook – a review of the current exhibitions
- Attended concert of visiting guitarist
- Met with visiting scholar, Kendra Strand, regarding the Japanese exhibition
- Organized and attended Dr. Strand's public lecture at the Hearst, in conjunction with closing reception for *Ukiyo-e to Shin Hanga*
- Worked with ACB Treasurer to determine framework for sponsorship requests
- Attended Lunch and Learn with Joanne Hardinger at the Hearst
- Met with Kim Manning to work on ArtsLab strategy road-mapping
- Attended College Hill Arts Festival
- Met with Curator and Stephen Gaies re: upcoming exhibition in conjunction with UNI
- Continued to meet with sub-committee for organization of Cedar Valley Arts Summit
- Attended Iowa Museum Association monthly planning meeting for Iowa Museums Conference
- Attended and presented at monthly meeting of the Public Art Committee, monthly Art and Culture Board meeting
- Worked with Senior Services Coordinator to approve bills, dailies, timesheets, etc.
- Led weekly staff meetings.

**HIGHLIGHTS from Lea Stewart, Senior Services Coordinator:**

- Processed weekly deposits for the Hearst front desk and Friends group checks
- Handled gift shop transactions and answered customer questions about merchandise
- Handled opening and closing procedures daily
- Answered questions on the phone and in person about upcoming events
- Greeted visitors and gave directions to other area attractions
- Entered council bills, P-card transactions and payroll
- Processed vendor payments and reimbursement requests
- Generated invoices and processed payments for North Star and school tours

## Item G.1.c.

- Generated reports from AS-400 for staff members as requested
- Prepared the fixed asset inventory list for spot inspection
- Submitted Petty Cash receipts
- Reformatted, printed and mailed thank you letters for recent Friends memberships, grants and donations.
- Printed and mailed letters for Friends Membership reminders
- Recorded Friends donations and membership dues in Past Perfect
- Updated the past year comparison report of Friends Memberships
- Met with Diane Meggers about Friends treasury needs
- Updated the financial report for the Public Art Committee meeting
- Entered new classes and events into MaxGalaxy
- Completed program registrations both in person and over the phone for summer classes. Created a mail merge form for camp sign in and outs
- Researched past year of summer registrations and compared them to current year
- Made weekly reports on the status of membership and class enrollment
- Entered rental contracts & took payments for them in MaxGalaxy
- Printed labels, sorted and prepared forms for Michael Broshar opening reception postcard
- Continued to create specific mailing lists for marketing opportunities
- Worked with Storey Kenworthy office furniture to install new office fixtures at the end of June
- Cleaned out filing cabinets and prepared the office for new furniture
- Registered for the Iowa Arts Summit in August & submitted travel request
- Researched personal development and education webinars about Past Perfect
- Updated and modified marketing forms to better fit the needs of staff

### HIGHLIGHTS from Emily Drennan, Curator & Registrar

- Request bids for shipping of traveling exhibitions to and from Syracuse University, NY.
- Visit local artist's studio to collaborate on a possible exhibition.
- Attend conference planning meeting of the Iowa Museum Association (IMA).
- Meet with UNI professor Roy Behrens to continue planning upcoming exhibition and events.
- Prepare agendas and minutes and other financial and committee materials for the Cedar Falls Public Art Committee (CFPAC) and release for distribution and public posting.
- Attend meeting of the CFPAC and serve as staff secretary.
- Deinstall "Prints of John Page"; prepare works for storage.
- Patch and paint galleries and prepare supports for upcoming exhibitions.
- Request bids for CFPAC signage and deliver to the committee.
- Work with Iowa artist to plan for possible collaboration and traveling exhibition.
- Update museum database with object and exhibition images, deeds of gift, and condition reports.
- Work with the city administrator to reinstall items at city hall.
- Work with director (MOP) to develop plan for small park project.

- Work with Florida Holocaust Museum to continue planning for upcoming traveling exhibition.
- Work with the marketing assistant to develop materials for publicity.
- Work with the programs coordinator to ensure appropriate lighting in galleries and hall for events.

**HIGHLIGHTS from Sheri Huber-Otting, Programs Coordinator:**

- Created agenda for and attended 2 Friends of the Hearst Board meetings in June
- Helped with set up for the City Council Work Session
- Attended the Friends of the Hearst member meeting
- Created agenda and attended a meeting for Pop-up Prose in August for Hearst's Birthday.
- Created agenda for the Photo Club meeting at Hearst.
- Wrote 4 rental contracts for upcoming events in 2018
- 2 tours of facility for rentals
- Wrote 1 professional services contract
- Continued working on a Thursday night in July Patio music series.
- Working with Marketing for Party on the Patio
- Pedal Fest- ("Pedal to the Metal" Public Art Tour)
  - Attended the meetings
  - Worked on volunteers for event
  - Rode the CF route ahead to mark the times, check trail flooding, etc.
  - Also partially rode with the 1 volunteer ride leader to scope out trails.
  - Created signs and gathered items for the set up at the Hearst.
  - Manage logistics for day of ride, including reception at the Hearst
- Sourced 6 volunteers for pedal fest for July 1.
- Sourced 2 volunteers for the Closing reception and 1 for Pedal Fest pre-ride.
- Attended the weekly staff meetings
- Got a quote to upholster the old piano bench in Mae Latta.
- Helped to clean Mae Latta before events.
- Reviewed materials for upcoming events in July and August.
- Worked on Art Excursion tour for Des Moines Art Center.
- Sent content for Fall Brochure for programs to marketing.
- More planning for August James Hearst Birthday Celebration.
- Met with the Actors for the events.
- Participated in a staff tour of our Ukiyo-e exhibit.

**HIGHLIGHTS from Abby Haigh, Marketing Assistant:**

- Prepared Gift Shop vendor dailys.
- Meetings with Timothy Frederick-Leverage Digital Imaging, Jacqueline Hellar-KWWL and Meredith Brown-Courier.
- Took photos/video during events: Faces Places Screening, Summer Camps, College Hill Arts Festival, Sturgis Falls at the Kidsway Tent and Lecture with Dr. Kendra Strand.

## Item G.1.c.

- Worked with graphic designer on projects: College Hill Arts Festival Ad, Anime Fashion postcard, Michael Broshar labels/postcard/vinyl/price list/poster, 21 Etchings labels/postcard/vinyl/poster, Party on the Patio poster, Red Herring Reader's Theatre poster, and Lian Zhen postcard.
- Submitted College Hill Arts Festival Ad and finalized sponsorship with Oster Regent Theatre for "It's a Wonderful Life."
- Exhibitions: coordinated Michael Broshar vinyl with Signs & Designs, coordinated labels for Michael Broshar, picked up exhibition supplies at Ace, worked on content/images for Michael Broshar publicity.
- Sent press release for Michael Broshar: Recent Works and additional email press for Lecture with Dr. Kendra Strand, Summer Art Camps and Ukiyo-e Closing Reception.
- Continued to add summer brochure events/education/exhibitions to V&T web calendar.
- Worked with artist, Michael Broshar on his upcoming exhibition content/photos for publicity, delivery of artwork and mailing list.
- Mail Chimp: created content/graphics/sent/added email subscriptions for June E-News, July E-News, June Special Events and Lunch and Learn.
- Continued to enter additional POS/Gift Shop into Max Galaxy.
- Continued to fill in at the front desk for lunch breaks, absences, breaks, take mail to city hall and mailings to post office.
- Printing at City Hall: materials for events, exhibitions, publicity, and education.
- Gift Shop: researched new vendors and ordered stock. Continued to research Hearst Gift Shop display cases, fixtures, and jewelry case.
- Reached 9,893 views via paid facebook ad content and over 1600 likes
- Created content/graphics/posts for social media.
- City Website: education updated, exhibits updated, A & C Minutes/Agendas added to Boards & Commissions, General Information, Public Art.
- Friends of the Hearst Website: Index and Press page updated on a weekly basis. Pages updated monthly: events, education, exhibits, and services.

### HIGHLIGHTS from Angie Hickok, Education Coordinator:

- Attended weekly staff meetings
- Communicated open shifts, and upcoming instructor staff meeting dates/times.
- Scheduled staff to classes, workshops etc.
- Bought supplies to maintain classroom.
- Supervised the organization of classrooms by Ed Assistant
- Coordinated all board packets and minutes for the Art & Culture Board meeting
- Sent June Art & Culture Board meeting minutes to Board
- Supervised and delegated duties to Ed Assistant
- Supervised and delegated duties to Ceramic Lab Tech
- Supervised all camp lessons/activities
- Coordinated 3 birthdays
- Attended "paint along" at CF Community Center with Ed Assistant



- Developed a postcard for an upcoming Anime workshop with Marketing Assist and Graphic Designer
- Developed a post card for an upcoming water color workshop with Marketing Assist. and Graphic Designer
- Coordinated camp lessons and dates with Green Iowa AmeriCorps
- Coordinated with Cedar Falls Historical Society to partner with their camps
- Partnered with Waste Trac, to attend a summer camp- taught about recycling
- Filled out appropriate injury and disciplinary reports
- Developed Fall 2018 Ed programs

Respectfully submitted,

A handwritten signature in black ink that reads "Heather Skeens". The signature is written in a cursive, flowing style.

Heather Skeens, Cultural Programs Supervisor  
Hearst Center for the Arts

# Item G.1.c.

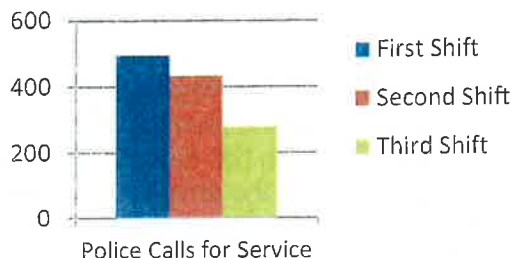
## Hearst Center for the Arts Activity Report - Cultural Division

	November	December	January	February	March	April	May	June	July
<b>ATTENDANCE</b>									
# of Days Open to Public	22	24	27	24	26	24	27	29	
Door Counter	1356	1069	1749	1446	2051	2417	2363	2479	
Sculpture Garden (estimated)	200	150	150	150	150	200	250	250	
Average visits per day	39.91	28.52	37.94	36.38	45.21	58.69	53.02	51.36	
<b>VISIT PURPOSE</b>									
Exhibition (walk-in)	372	102	133	224	272	251	319	378	
Exhibition Receptions	0	53	104	40	0	553	78	37	
Meetings	73	18	52	42	35	49	96	82	
Youth Classes	15	0	642	362	69	323	214	0	
Adult Classes	92	0	134	46	52	127	72	46	
Messy Mornings	22	12	42	30	32	36	24	0	
Camps	0	0	0	50	236	0	0	664	
Birthday Parties	0	43	64	45	91	55	23	75	
Workshops	41	45	73	15	12	10	26	0	
Tours	0	0	0	30	43	0	99	0	
Rentals	25	84	37	39	27	292	608	205	
Ceramics Lab	16	9	27	30	17	21	19	10	
Public Programs	161	64	149	170	636	395	198	157	
Thursday Painters	67	89	92	87	114	93	118	96	
Volunteers / # of hours	n/a	7 / 17	2 / 6.5	3/6.5	29/96	7	4/10	8/4.5	
Other	672	700	200	236	415	212	469	729	
<b>SERVICES OFFERED</b>									
Youth Classes	4	0	16	8	3	18	11	0	
Adult Classes	7	0	20	4	5	12	4	16	
Rentals (inc. recitals, etc.)	2	2	2	2	2	7	13	5	
Community Group Mtgs	4	2	3	6	8	9	12	3	
Messy Mornings	4	3	4	4	3	4	2	0	
Camps	0	1	0	1	5	0	0	3	
Birthday Parties	0	1	2	2	3	2	1	4	
Workshops	3	6	4	1	4	2	2	0	
Tours	0	0	0	1	2	0	4	0	
Public Programs	4	8	7	6	9	8	9	6	
Thursday Painters	4	4	4	4	5	4	5	4	
Exhibition Receptions	0	1	1	1	0	1	1	1	
<b>DIGITAL TRAFFIC</b>									
E-News Subscriptions	1140	1153	1419	1412	1412	1412	1412	1412	
Facebook Views	10421	9210	8270	8110	8021	7815	8021	15147	
Facebook Followers	1459	1469	1476	1498	1523	1558	1592	1630	
Facebook Event Listings	8	11	8	8	13	9	5	7	
<b>OFFSITE SERVICES</b>									
Offsite Education Encounters	30	377	0	0	320	349	0	759	
Offsite Education Programs	1	3	0	0	5	3	0	5	
Community Committee Mtgs	2	1	4	7	5	5	5	2	
<b>MEMBERSHIPS</b>									
Total Friends Memberships	166	169	174	171	170	183	177	181	
New/Renewed this month	48	33	25	34	11	12	3	5	
<b>PRESS</b>									
Newspaper	2	2	2	5	2	2	2	1	
Radio interviews, ads	41	2	0	0	0	1	1	1	
Press Releases	2	2	1	4	1	2	3	1	
Ads, other (Facebook ads, etc.)	2	1	1	3	2	1	6	4	

**DEPARTMENT OF PUBLIC SAFETY  
MONTHLY REPORT  
JUNE 2018**

**CEDAR FALLS POLICE**

<u>Police Statistics</u>	First Shift	Second Shift	Third Shift
Calls for Service	495	431	277
Traffic Stops	93	106	178
Arrests	16	28	26



**FIRST SHIFT – Captain Jeff Sitzmann**

- Spent a lot of time preparing for the Annual Sturgis Falls Celebration. Duties included posting 'No Parking' signs in designated areas, opening and closing streets as needed, preparing the entire parade route, leading the run and bike ride, setting up the radar trailers and providing security for people attending the festival. Large crowds attended the festival, but there were very few problems.
- Throughout the month of June, Officers investigated several reports of counterfeit bills. In most cases, the bills are deposited into a bank and the banks make the discovery. In many cases, the counterfeit bills are very poor replicas or photocopies, but they cannot always be detected when piled in with real currency. It is also difficult to determine where the bills originated. There have been numerous cases in which someone unknowingly passed a counterfeit bill.
- Officers investigated a Burglary to a business in North Cedar. This same business had been broken into about three weeks earlier. The cases are still under investigation. In both cases, cash and merchandise were stolen.
- During the month, Officers investigated numerous Motor Vehicle Accidents, two of which were rollovers. Entrapment was involved with both accidents, but very minor injuries were reported. During one of the rollover accidents, the second vehicle involved started on fire while we were attempting to free the person in the rolled over vehicle. During the first Rollover Accident, the driver was under the influence of narcotics and had her ten-year old son with her. She was arrested for Operating While Intoxicated, Child Endangerment and Possession of Methamphetamine.
- Officers received a report of a Residential Robbery. The investigation revealed that one subject invited a friend over and the friend arranged for three others to rob the victim. The victim was tied up and had personal items stolen from the residence. The case is still under investigation.
- A subject reported that her ex-boyfriend was chasing her and trying to run her over. The subject was located near the creek by Peet Junior High. He had cut himself and taken a handful of pills the night before, so he was transported to the Hospital and then placed under arrest for Harassment and Assault Causing Injury upon his release from the Hospital.
- Officers were called in to respond to a Residential Fire on Lilac Lane. In the days following the fire, Officers assisted with the follow-up investigation.
- Officers were called to a residence for a subject that was pounding on the door and had been threatening his ex-girlfriend. He was said to be drinking and using Cocaine and up for a number of days straight. He was arrested for 3rd Degree Harassment and Possession of Paraphernalia.
- A number of people participated in the rally in support of immigrant families on June 30th. The event started near Congressman Rod Blum's office and they marched on the sidewalks Downtown. There was one Call for Service regarding subjects being in the street. Officers made contact with event personnel and requested that they not block traffic and stay on the sidewalk. There were no other issues.

**SECOND SHIFT – Captain Jeff Harrenstein**

- Officers arrested a male subject for an Assault on the Parkade. The Defendant was playing music near the Blue Room, when he got into an argument with another person. The other subject attempted to walk away, but the Defendant attempted to hit him with his guitar. He did get a minor laceration on his arm. The Defendant was charged with Serious Assault.
- Officers were called to a Hit and Run Accident in the area of the round-about at Cedar Heights Drive and Viking Road. The victim vehicle followed the run vehicle and it was stopped by Officers near Greenhill

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Drive and Deena Drive. The driver was arrested for Operating While Intoxicated 3rd Offense. He began making suicidal comments and was taken to the Hospital for committal.

- Officers responded to Wal-Mart on the report of several shoplifters. Two female subjects were detained and charged with Theft.
- Officers made contact with a subject walking in the area of the Compost Site. Further investigation led to several subjects being found in the surrounding woods. Several of the subjects were determined to be underage and were in Possession of Marijuana and Drug Paraphernalia. Several Juveniles were charged with various Drug and Alcohol Offenses.
- Officers checked on two subjects near Highway 58 and Highway 218 who had broken down. Subsequent investigation led to the driver of the vehicle being arrested on outstanding Drug Warrants. A quantity of a Controlled Substance was located in the vehicle and the driver and a passenger were charged with additional Drug Offenses.
- Officers responded to Benton's Concrete in regards to several subjects Trespassing. When confronted by employees, one of the Trespassers assaulted a Benton's employee. The subject was charged with Assault and Trespass.
- Officers responded to the area of the 3100 block of Boulder Drive on a sexual assault report. Officers located the victim and conducted a search of a residence where the Assault took place. A suspect was identified and the investigation continues.
- Officers responded to a residence on Shady Lane after receiving a report of a subject in cardiac arrest. It was determined that the subject had been deceased for a short period of time and the Medical Examiner was contacted. Officers seized a number of items from the residence and the incident remains open pending an autopsy.
- Officers responded to a House Fire on Patterson Lane.
- Officers responded to a Shoplifting at Kohl's. The female is being charged with Theft 5th.
- Officers responded to an Accident near Berk's Lounge. It was reported that a male subject hit a light pole with his Ford Explorer. This subject was later arrested for Operating While Intoxicated.
- Officers responded to the 1200 block of Orchard Drive, for the report of a vehicle that hit the radar trailer. Upon arrival, Officers located part of a bumper. A couple of mailboxes were also hit. The suspect has not been located.
- Officers responded to an unknown subject passed out in someone's car at 22nd / Olive Streets. The Reporting Party said he didn't know the person passed out in his car. The male was arrested for Public Intoxication 1st Offense.
- Officers arrested a male subject for a Warrant, Public Intoxication and Trespass.
- Officers arrested a female subject for Theft from Wal-Mart. She was attempting a fraudulent return. The female was charged with Theft 3rd Degree.
- In April, Officers arrested a Juvenile female for Theft from Ulta and Kohl's. This female initially lied to Officers about her name and was re-arrested in May. This female doesn't turn 18-years old until next April, but this case has now been sent to Adult Court. The female was arrested again today by 2nd Shift Officers.
- Officers were dispatched to Wal-Mart regarding a Larceny in progress. Two Juvenile females were taken into custody for Theft 5th.
- Officer took a report of a scam where the victim paid an unknown subject \$4000 in Google gift cards.
- Officers assisted Black Hawk County Sheriff Office with a Vehicle / Pedestrian Fatality on Mark Road.
- Officers were busy assisting with requests for assistance in the area of Sturgis Falls.
- Officers responded to a report of a Car / Motorcycle Accident in the 900 block of West 14th Street. Driver of motorcycle was injured and the incident was processed and photographed.
- Officers dealt with Sturgis Falls related issues.
- Officers responded to a Welfare Check and subsequent investigation led to hospitalization of an Adult male.
- Officer assisted Waterloo Police Department and located and detained a female Adult that was suspected in a Stabbing incident.
- Officers were dispatched to a residence on Juanita Avenue reference unlicensed solicitors that were being disorderly and swearing at people if they didn't purchase product.
- Officer took a report of a Missing Juvenile male from West 8th Street.

- A report of a possible Motorcycle Accident at 1st Street / Roosevelt Street led to the arrest of an Adult male for Operating While Intoxicated 3rd, Driving While License Barred and Providing False Information to Law Enforcement.
- Officers were dispatched to a Motor Vehicle Accident that led to restricted traffic flow in the area for about 30 minutes.
- Officers were sent to Kohl's regarding a male / female shoplifting team that was stopped by Loss Prevention. They were both arrested and charged with Theft 4th.
- Officers assisted with transporting and arresting the male who set the house on fire on Lilac Lane. He was charged with Arson 1st.
- Officers responded to a Hit and Run Accident with a vehicle knocking down a light pole in the 6200 block of University Avenue. A search of the area located the vehicle and driver. An Adult female was charged with Operating While Intoxicated 1st and other Traffic Offenses.
- Officers were dispatched to a Shoplifting in progress at Target. An Adult female was arrested and charged with Theft 5th.
- Officers responded to a report of a Larceny at Scheels. Subsequent investigation led to the arrest of an Adult female for Theft 5th.
- Thunderstorms and heavy rainfall caused Officers to respond to numerous Burglary Alarms that were discovered to be False.

### **THIRD SHIFT – Captain Mark Howard**

- Officers were called to the Kwik Star on Nordic Drive for a male and female fighting. The couple was gone when Officers got there. Officers checked the trailer park on Ridgeway Avenue and found a vehicle that matched the description given. Further investigation found that the couple had a valid No Contact Order between them. Both subjects were arrested.
- Officers arrested a subject on College Hill for Public Intoxication.
- Officers made an arrest for Operating While Intoxicated in one of the City parking lots by College Hill.
- Officers were called to a fight at the Kwik Star on College Hill. Further investigation found that one subject started a fight with another person. The male was arrested for Intoxication 3rd Offense and Disorderly Conduct.
- Officers conducted a Traffic Stop and the driver was arrested for Operating While Intoxicated. It was learned that the driver gave Officers the name of his brother, who did not have a criminal / driving record. The driver's real identity was found and he was arrested for Operating While Intoxicate 3rd Offense, Driving While License Suspended, and Providing False Information to a Law Enforcement Officer.
- Officers were called to the Days Inn for a female in the laundry room that was talking to herself. Officers assisted with getting the female to the Hospital for mental evaluation. During this time, it was learned that the female had a Warrant returning her to the Residential Facility. Paperwork was completed to have the female picked-up when she was done at Allen Hospital.
- Officers were called to a Suspicious Vehicle that was parked in front of a vacant house. When Officers arrived, the vehicle was unoccupied with no one around. Officers did see a quantity of Marijuana in plain sight inside of the vehicle. An investigation was completed and the Registered Owner of the vehicle was contacted. Consent was given to search the vehicle and seize the Marijuana.
- Officers received a report of an Intoxicated male near St. Patrick's School. Officers located the male in the area, and he was arrested for Public Intoxication.
- Officers stopped a vehicle for a Traffic Violation, and the driver was arrested for Driving While Barred and Driving While Suspended.
- Officers received a report of an Intoxicated driver in the McDonald's drive-thru lane. The male was arrested for Operating While Intoxicated 1st Offense.
- Officers received Intelligence Information from citizen about possible gang retaliation on Main Street. This information was corroborated by Waterloo Police Department that a female related to a Murder victim from last week stays at this address and has had threats made against her. Shift set-up Surveillance on the residence. No problems occurred.
- Officers received a report of a male Assaulting a female in the 800 block of West 29th Street. Officers found the suspect and victim. After interviews and speaking with witnesses, no charges were filed.
- Officers responded to a male seeing things around his apartment. Officers spoke with the male, who was having a mental breakdown. He was transported by Ambulance to the Hospital.

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- Officers responded to reports from neighbors of numerous cars parked near Shady Lane / Terrace Drive and subjects walking through yards. An Underage Party was located at a residence on Terrace Drive with 75+ Juveniles present with alcohol and Marijuana. Several Traffic Stops were conducted, along with a Consent Search of the residence. The Juvenile homeowner received citations, two Juveniles were arrested, an .02 Violation was conducted, along with tickets issued for Traffic Violations and Parking Offenses.
- Officers completed the necessary paperwork and finished processing Juveniles from the Large Party that was broken up the night before.
- Officers were called to the University Studios for a male that kept knocking on a room door. Contact was made with a male and he was Warned and Advised that the occupants of the room did not want contact. He went to his room for the night.
- Officers were called to a Disorderly in the area of 26th and College Streets. There was a white SUV that was throwing things out of the windows and trying to run after people. Officers tracked the SUV down at the Kwik Star. The occupants were advised of the complaint and sent home for the night.
- Officers took a report at the front counter of an Assault. An Officer met with a Juvenile victim and his father. It would be learned through investigation that it was a Robbery and not an Assault. The victim was driving and another vehicle ran into the back of the victim's car. When the victim pulled over for the Accident, a group of unidentified males got out, Assaulted the Juvenile, and then took money and property out of the victim's car. The investigation continues.
- Officers continued to give extra attention to several locations for various reasons, as requested by Investigations and other Shifts.
- Officers were called to the 400 block of Main Street to assist a drunk female who claimed her car had been stolen. Her car was located in the 300 block. Her sober boyfriend was already with her and he took her home.
- Officer stopped a vehicle and subject stated he had been smoking Marijuana. Driver was ran through Sobriety and given a Urine Test. Driver was 17-years old and was released to his mother until test results return.
- Officers called to Wal-Mart for a subject who left without paying for items. Subject was not located.
- Officers called to Social House for possible subjects wanted on Warrants. Subjects were not located.
- Officers called to Old Chicago for a subject Suicidal with a gun. Subject was located in Five Seasons Trailer Park. There was no gun, subject was assisted.
- Officers were called to a residence on Tremont Street for a Disorderly between wife and husband. Civil issue.
- Officers called to Union Road for a vehicle in the ditch and subjects walking away. Subjects were located and were 14-years old. They had taken the vehicle from a cousin without permission. Driver was cited for No Drivers License and turned over to parents. Vehicle was towed.
- Officers were called to a residence for Suspicious Vehicle in the parking lot. Truck and occupants checked OK.
- Officers were called to College Square Mall parking lot for an elderly male having problems walking. Officers located the subject who was using a walker to get home on Maplewood Drive. He had just eaten at Village Inn and his ride did not show up to get him. Officer gave subject a ride home.
- Officer noticed a Disorderly male in front of Pump House. Subject was arrested for Intoxication 3rd.
- Officer noticed a Suspicious Subject on sidewalk in 2100 block of Olive Street. Subject's sober ride showed up at same time and was allowed to go home.
- Officer found a purse laying front of \$5 Pizza. Purse was turned over to Community Service Officer.
- Officer called to the Police Department for a Domestic Assault. Male subject could not be found, Warrants will be requested.
- Officer noticed a Suspicious Subject at 4th and State Streets. Subject was arrested for Possession of a Controlled Substance Marijuana.
- Officers were called to McDonald's on Main Street for a male in a silver SUV waving a gun around at people. When Officers responded, no vehicle was located. A few minutes later a Silver SUV with no plates pulled in the McDonald's parking lot. Officers did a Felony Stop on the vehicle. The driver did match the description of original call. McDonald's employees came out and advised that it was not the vehicle.
- Officer called to Five Seasons Mobile Home Park for a fireworks complaint. Nothing found.

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- Officers called to Look Out Park for subjects in the park after hours. Subjects were Warned and asked to leave.
- Officers took a complaint of a Reckless Driver coming from Waterloo. Vehicle was located and it was an older male driving home from Florida. Driver was tired just trying to get home.
- Officers were called to 5000 block of University Avenue for a vehicle stopped in the roadway and yelling at another vehicle. Both vehicles were gone when Officers arrived.
- Officers were called to the Great Wall of China for an unconscious subject lying on the sidewalk. When Officers arrived, the subject was awake and extremely intoxicated. He was arrested for Public Intoxication. The subject belonged to the Carnival group that arrived in town for Sturgis Falls. This subject then stated he was going to kill himself and had to be taken to Covenant Hospital by an Officer.
- Officers were called to a business on Nordic Drive for a Police Alarm. False Alarm.
- Officers / Public Safety Officer was called to assist Fire Department at Thunder Ridge Apartments for a Fire Alarm. False Alarm.
- Officers were called to Big Woods Lake Campground for a 13-year old beating up his family. Separated for the night.
- Officers were called to Southdale School for Loud subjects. Five Juveniles were released to parents.
- Officers responded to a 911 hang-up call at Martin Brothers. It was phone line issues.
- Officers completed the last arrest from a Large Party that was broken up the week before. The Juvenile was booked in and released to a parent.
- Officers were called to Big Woods Lake campground to look for a Suicidal subject. The male was found with his family. During their time interviewing the male he was found OK and not a threat to himself or others.
- Officers were called to Big Woods Lake Campground to assist in the eviction of some campers. The patrons left the area without incident.
- Officers continued to monitor the river and road closures during the rains.
- Officer Russell completed his Shadow Phase of Field Training Officer and is now on his own on Third Shift.
- Officers assisted with several Traffic Hazards of fallen trees during another storm.
- Officers conducted Bar Checks on College Hill.
- Officers were called to a Disorderly call for a daughter that was out of control. Officers learned that the daughter was upset because her parents would not let her take her child (their grandchild). After speaking with Officers, she decided to let the grandparents take care of the child for the night.
- Officers took the Police Department Gator out on Patrol of the parks that were in preparation for Sturgis Falls and conducted Checks Downtown.
- Officers were briefed for the Sturgis Falls Celebration. Officers maintained a Police presence around the rest of the City during the Celebration parks and the Downtown were staffed.
- Officers arrested a male for Public Intoxication as he was stumbling in the area of 6th and Main Streets.
- Officers arrested a male subject for Possession of Marijuana during a Traffic Stop.
- Officers arrested a male subject on College Hill for Public Intoxication 2nd Offense.
- Officers were called to an Assault in progress in the area of 8th Street. Upon arrival, Officers learned that it was a verbal argument between to people. The mutually decided to separate for the evening.
- Officers were called to the large tents set up at Overman Park for Sturgis Falls. The call was for a male that was unresponsive behind one of the tents. Officers were able to wake up the individual, who was intoxicated. He was checked by Paramedics, and then was arrested.
- Officers assisted with Parking Enforcement along the Sturgis Falls Parade route. Several vehicles were moved by tracking down the Registered Owners. Four vehicles needed to be towed. Third Shift did the reports.
- Officers conducted Foot Patrol of College Hill when a noticeable increase of Foot Traffic appeared. During this time, Officers went into the bars, conducted ID Checks, and showed a heavy Police presence on College Hill. It was learned through Police Intel that a local area gang was up on College Hill. Through Police presence, there was limited gang activity on The Hill. Officers made an arrest out of one of the bars for a Fake ID / Harassment of an Official.
- Officers arrested a male for Public Intoxication on College Hill.
- Officers assisted in closing the roads for the Sturgis Falls 5K.

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- Officers responded to a fire in the 800 block of Lilac Lane. When Officers got on scene, they could see smoke coming from the basement of the residence. On-Duty Public Service Officers were there to assist the Fire Department. Patrol Officers assisted in locating a male that was present during the fire. The fire is suspicious in nature, and an investigation is under way.
- Officers were called to a residence on Laurinda Drive for two Suspicious Subjects in a black SUV. Subjects were not located.
- Officers were called to Cedar Heights Drive area for fireworks. Officers searched the area and nothing was found.
- Officers responded to a Police Alarm at Casey's General Store on Nordic Drive. It was a False Alarm.
- Officer called to Casey's at 6th and Main Streets for a Hit and Run Accident.
- Officers were called to a Loud Party at 300 block of West 22nd Street. It was just roommates talking out on deck. They were asked to go inside for the night.
- Officers were called to a Loud Party at a residence on College Street. Was quiet on Officer's arrival.
- Officers were called to a residence on Maplewood Drive for a Burglary in progress. Was a dispute between boyfriend and girlfriend and was not a Burglary.
- Officers were called to a residence on West Ridgeway Avenue for subject being loud playing basketball.
- Officer was called to a residence on Waterloo Road for an Assault report. Son Assaulted mother and sister.
- Officers were called to Highway 218 and Lone Tree Road for a vehicle in the ditch. When Officers located the vehicle it was locked up and no one was around.
- Officers were called to a residence on Norse Drive for a female who was depressed. Female was not at the address.
- Officers were called to Sharkey's for two Middle Eastern males who were refusing to leave the business. Both had left when Officers got there.
- Officers were called to a Police Alarm at Victory Motors. Building was secure believed to be weather related.
- Officers were called to a water main break at 2200 block of Merner Avenue. The road was washed out. Officers closed the road for Cedar Falls Utilities.
- Officers were called to the 400 block of Longview Street reference their 15-year old son taking their car without permission. Later the son returned the car, but took-off from the residence. Officers provided assistance as requested by the parents.
- Officers responded to a Burglary to a residence in the 1800 block of Cottage Row Road. The suspect took money, and is likely the same suspect from a Burglary to this residence last month. Officers are working with Investigations on this case.
- Officers responded to the fountain at 12th Street / Quail Ridge Road in regards to teenagers putting a large amount of soap in the water. The resulting soap bubble covered the fountain area. Fire Department came out to assist in cleaning the area.

### INVESTIGATIVE UNIT – Captain Michael E. Hayes

- Captain Hayes attended the Family Children's Council H.R. meeting.
- Investigator and County Attorney met with a victim of a Sexual Assault to review her case.
- Investigator attended the Black Hawk County Area Investigators meeting.
- Captain Hayes attended the Family Children's Executive Board meeting.
- Captain Hayes attended the monthly Sturgis Falls Board meeting.
- Information was obtained from the Texas Child Protection Services of a possible Sexual Assault involving Minors that occurred in Cedar Falls. Investigators will be working with Texas authorities to obtain further information on the incident(s).
- Two Investigators, who are Armorers for the Department, began checking all Officers' handguns.
- Captain Hayes attended the June College Hill Partnership meeting.
- Two Public Safety Officers assigned to the Investigative Unit assisted with a fire on Patterson Lane.
- Captain Hayes attended the Family Children's Council Board meeting.
- Money that was forfeited by the Court was deposited into City account.
- Investigator talked to the State Medical Examiner's Officer requesting the report and photographs so an autopsy could be conducted on a DOA that was reported to Cedar Falls Police (Second Shift) on June 10, 2018. Information was sent.



## Item G.1.c.

- Investigator assisted Third Shift with obtaining a Subpoena for a case that they are working. The Subpoena for records has been sent to the County Attorney for processing.
- Investigator attended case review with Child Protection Center.
- Captain Hayes attended the Child Protection Center Advisory Board Meeting.
- Investigator arrested a male subject for two counts of Theft in the Third Degree. He is accused of stealing construction site materials on 04-03-18 in the area of Andy Drive and 05-29-18 in the area of Ironwood Drive. He is being held in the Black Hawk County Jail on other Construction Site Thefts that occurred throughout the months of April and May, 2018. Theft in the 3<sup>rd</sup> Degree is an Aggravated Misdemeanor.
- Captain Hayes attended the Sexual Abuse Response Team (SART) meeting.
- Captain Hayes met with Sturgis Falls members' reference where signage should be placed during the festival.
- Male subject, who is in the Black Hawk County Jail, was arrested by a Cedar Falls Investigator for three counts of Unauthorized Use of a Credit Card. He is accused of using the victim's credit card, all three on March 4, 2018, at Menards, Casey's General Store, and Wal-Mart. All charges are Aggravated Misdemeanors.
- Investigator assisted First Shift with an Assault (male/female) at Peet Junior High.
- Investigators assisted with Park Patrol for the annual Sturgis Falls Celebration.
- Investigator McNamara was called in to assist First Shift Officer with the downloading of a cell phone reference a Robbery that occurred on 06-22-18.
- Investigators / Public Safety Officers were called in to assist with a fire in the 700 block of Lilac Lane. One Investigator will begin investigation into the cause of the fire, which is suspicious in nature.
- Investigator Mercado began his assignment with the Investigative Unit.
- Investigator McNamara and Officer Ladage attended Drone Training.
- Investigator applied for an Arrest Warrant for a suspect for On-Going Criminal Conduct. The charge is in reference to several forge check cases that the Investigative Unit has been working. On-Going Criminal Conduct is a Class B Felony.
- Investigator applied for four Theft in the Fifth Degree Arrest Warrants for a suspect who had written four bad checks.
- Investigator arrested a male subject for First Degree Arson. He is accused of starting a fire at a residence on Lilac Lane on 06-24-18.

### Case Information For Month:

- Cases Assigned: 11
- Cases Closed Inactive: 27
- Cases Closed Exceptional: 2
- Cases To County Attorney For Review: 2
- Cases Closed By Arrest/Warrant: 8

### Cellebrite Extractions (Investigator McNamara):

- Extracted data on cell phone reference Sexual Assault case.
- Extracted data on cell phone for Black Hawk County Sheriff reference Accident.
- Extracted data on two cell phones reference an Arson investigation.
- Total of five phones were examined during the month.

### School Resource Officer:

- School Resource Officer Ladage gave a presentation to students at the Cedar Falls Alternative School on Community Living and Life Skills.
- School has been dismissed for the Summer.

### CSI Report:

- During the month of June, Officer Belz purged property associated with closed cases from 2010, 2011, 2012, and 2013.
- Sexual Assault Kits from 2012, 2013, and 2014 were inventoried and transported to the State Crime Lab as part of the Iowa Sexual Assault Kit Initiative.
- Ten items of property were released to their owners.
- Fourteen items of physical evidence were processed in the Crime Lab.
- Sixteen items of evidence were taken to the State Crime Lab for processing.

### Calls Requested For Assistance:

- Officer Belz assisted First Shift Officers with processing a business Burglary on Center Street.

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- Officer Belz assisted Cedar Rapids Police with processing a Stolen Vehicle from Cedar Rapids which was recovered in Cedar Falls.
- Officer Belz assisted First Shift Officers with processing an attempted Stolen Vehicle on Tremont Street.
- Officer Belz assisted First Shift Officers with processing the scene of a Robbery on State Street.
- Officer Belz assisted Second Shift Officers with processing the scene of a Traffic Accident on West 14<sup>th</sup> Street.
- Officer Belz assisted Third Shift Officers, Detectives, and Cedar Falls Fire Rescue with processing the scene of an Arson Fire on Lilac Lane.

### Evidence / Property:

- Evidence entered: 86
- CD's entered by Officers: 113
- Attorney requests (not video): 4
- Attorney video copies: 58
- Evidence tested for outside agencies: 0
- Property held for safekeeping: 2

### POLICE RESERVE UNIT – Lieutenant Brooke Heuer

- Angie Lindley attended more Firearms Training working toward her 40 hours. The plan is to have her start Field Training in July once she has completed all of her Weapons Training.
- Reserve Officer Buck was released from Light Duty and attended Firearms Training and Qualification.
- Reserve Officers utilized the new Gator to conduct Patrols of the local trails. While Reserve Officers were on the Gator on 6/22/18, they responded to a call in the area and helped Patrol apprehend a subject who is known to be violent who fled to the creek area across from Peet Junior High.
- Reserve Officers worked during Second and Third Shifts handling incidents and tasks such as Suspicious Calls, Traffic Hazards, Loud Parties, checks of commonly Burglarized areas, Prisoner Transports, and Traffic Enforcement.
- Many of the Reserve Officers put extra hours in to help supplement staffing for Sturgis Falls events. When the Sturgis Falls 5K and ½ Marathon changed routes three times and then required Officers to be there for the entire event, Reserve Officer Buck came in with no advanced notice and helped out. The only Reserve Officers who did not assist with Sturgis Falls were those who had commitments to their full-time jobs and those who are still in Training and cannot be utilized.
- In the month of June, the Reserve Unit logged a total of 213.5 hours of Ride Time. The hours for each Reserve Officer are as follows:

NAME	HOURS
Bostwick	16
Brown	0
Buck	37.5
Burg	28
Clark	21.25
Cross	32.25
Erickson	0
Griffin	26.5
Husidic	0
Jaeger	16.75
Lindley	0
Sterrett	3
Wright	32.25
<b>TOTAL</b>	<b>231.5</b>

**POLICE TRAINING EVENTS – Lieutenant Tim Smith**

- NCIC Recertification exams.
- Documents have been submitted for future Training.
- Officers Babic, Hancock, Young, Danilson, and Reimers are at Iowa Law Enforcement Academy.
- Officer Hernandez completed Field Training Officer and started Solo Patrol.
- Officer Russell completed Field Training Officer and started Solo Patrol.
- Lieutenant Schreiber attended the Iowa Acts of Interest for Law Enforcement.
- Lieutenant Smith and Officer Mercado assisted with Firearms Instruction in Des Moines for the Academy Recruits.
- Captain Howard started his Police and Command Class online through Northwestern University.

**POLICE RECORDS – Lieutenant Tim Smith**

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

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## POLICE STATISTICS:

	<u>June 2018</u>	<u>Total 2018</u>
<b>Group A Crimes</b>		
Murder	0	0
Kidnapping / Abduction	0	1
Forcible Rape	1	9
Forcible Fondling	2	9
Robbery	2	8
Assault	10	74
Arson	1	2
Extortion / Blackmail	0	1
Burglary / B&E	11	77
Theft	37	282
Theft / Motor Vehicle	5	16
Counterfeit / Forgery	12	31
Fraud	3	44
Embezzlement	0	1
Stolen Property	0	4
Vandalism	12	70
Drug Offenses	12	80
Porn / Obscene Material	0	1
Weapon Law Violation	1	5
<b>Group B Crimes</b>		
Theft by Check	1	1
Disorderly Conduct	7	55
Operating While Intoxicated	15	79
Public Intoxicated / Liquor Violations	13	95
Non-Violent Family Offense	1	5
Liquor Law Violation	1	9
Runaway	1	7
Trespassing	3	15
Other Offenses	22	96
<b>Group A Total:</b>	<b>109</b>	<b>715</b>
<b>Group B Total:</b>	<b>64</b>	<b>362</b>
<b>Total Reported Crimes:</b>	<b>173</b>	<b>1,077</b>
<b>Traffic Accidents</b>		
Fatality	0	1
Personal Injury	10	54
Property Damage	48	340
<b>Total Reported Accidents</b>	<b>58</b>	<b>395</b>
<b>Driving Offenses</b>		
Driving While Barred	3	9
Driving While Suspended / Revoked	3	22
Eluding / Peace Officer	0	3
<b>Total Driving Offenses</b>	<b>6</b>	<b>34</b>
Alcohol/Tobacco Violations	16	140
Calls For Service	1,602	9,022
<b>Total Arrests</b>	<b>80</b>	<b>510</b>

**CEDAR FALLS FIRE RESCUE**

**JUNE FIRE DEPARTMENT ACTIVITIES:**

- Station #1 (Green Shift):
  - One Station Tour for University of Northern Iowa Preschool Class.
  - Took Councilmember Rob Green as a Ride Along Observer.

**FIRE ALTERNATIVE STAFF:**

- Part-time and POC Firefighters contributed 44.5 hours of Shift Duty in June.

**FIRE TRAINING EVENTS – Lieutenant Tim Smith**

- Fire Training In-Service consisted of: Confined Space.
- Target Solutions Training Material:
  - CAPCE – Behavioral Emergencies Basic.
  - NFPA 1001 – Loss Control.
- Public Safety Officers are working through their Public Safety Officer Training Manual at Fire Headquarters.
- Battalion Chief Hildebrand attended a 42-hour Sprinkler System Class in Ames, Iowa.

**FIRE RECORDS – Lieutenant Tim Smith**

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

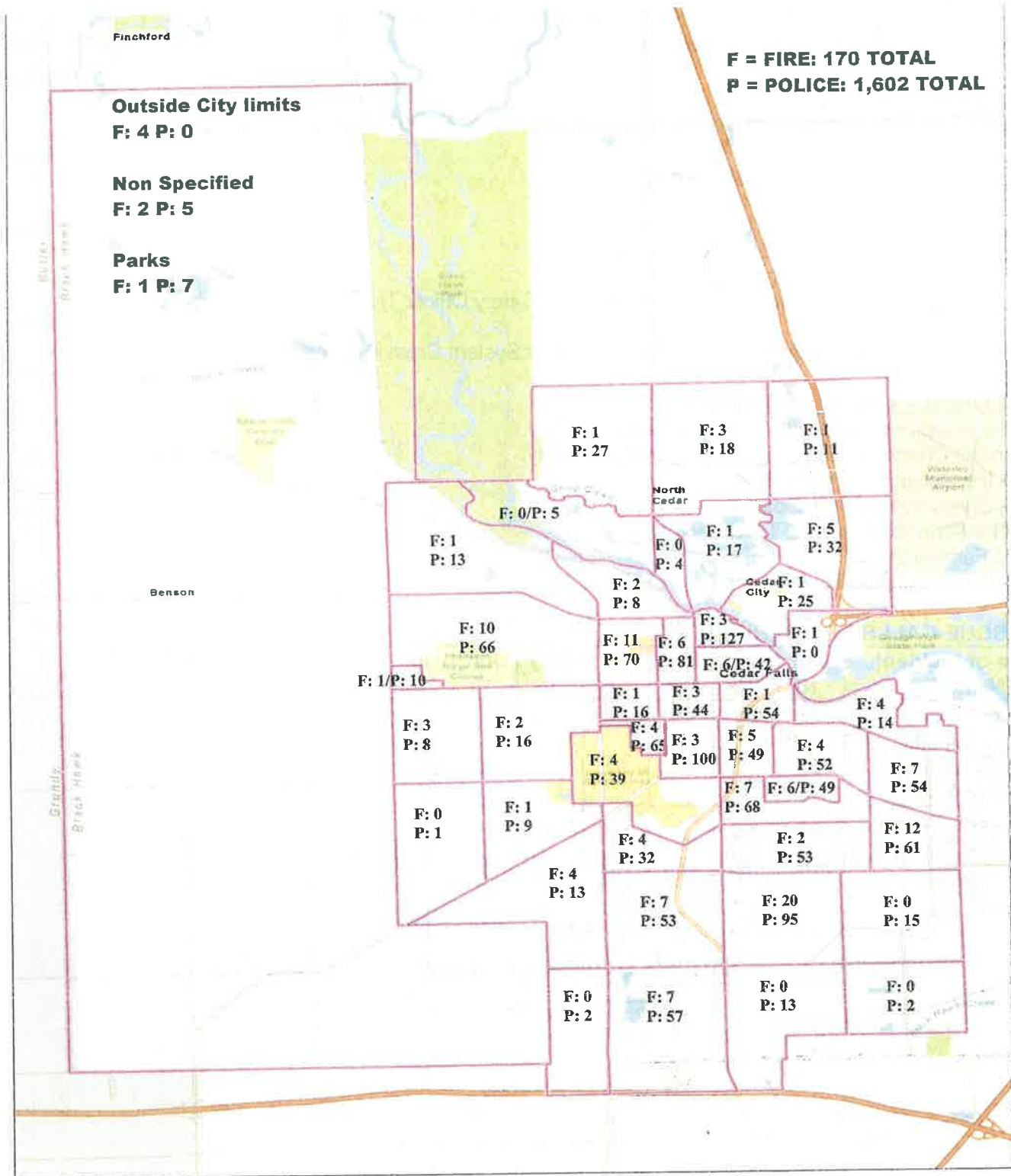
**FIRE RESCUE CALLS FOR SERVICE**

<b>Type of Incident (Monthly)</b>	Jan '18	Feb '18	Mar '18	Apr '18	May '18	Jun '18	Jul '18	Aug '18	Sep '18	Oct '18	Nov '18	Dec '18
Medical	88	86	80	83	84	102						
Cancelled, False Alarms, Good Intent	59	51	51	51	57	52						
Fire, Heat, Hazard, Weather Related	11	16	8	13	13	16						
<b>Totals</b>	<b>158</b>	<b>153</b>	<b>139</b>	<b>147</b>	<b>154</b>	<b>170</b>						

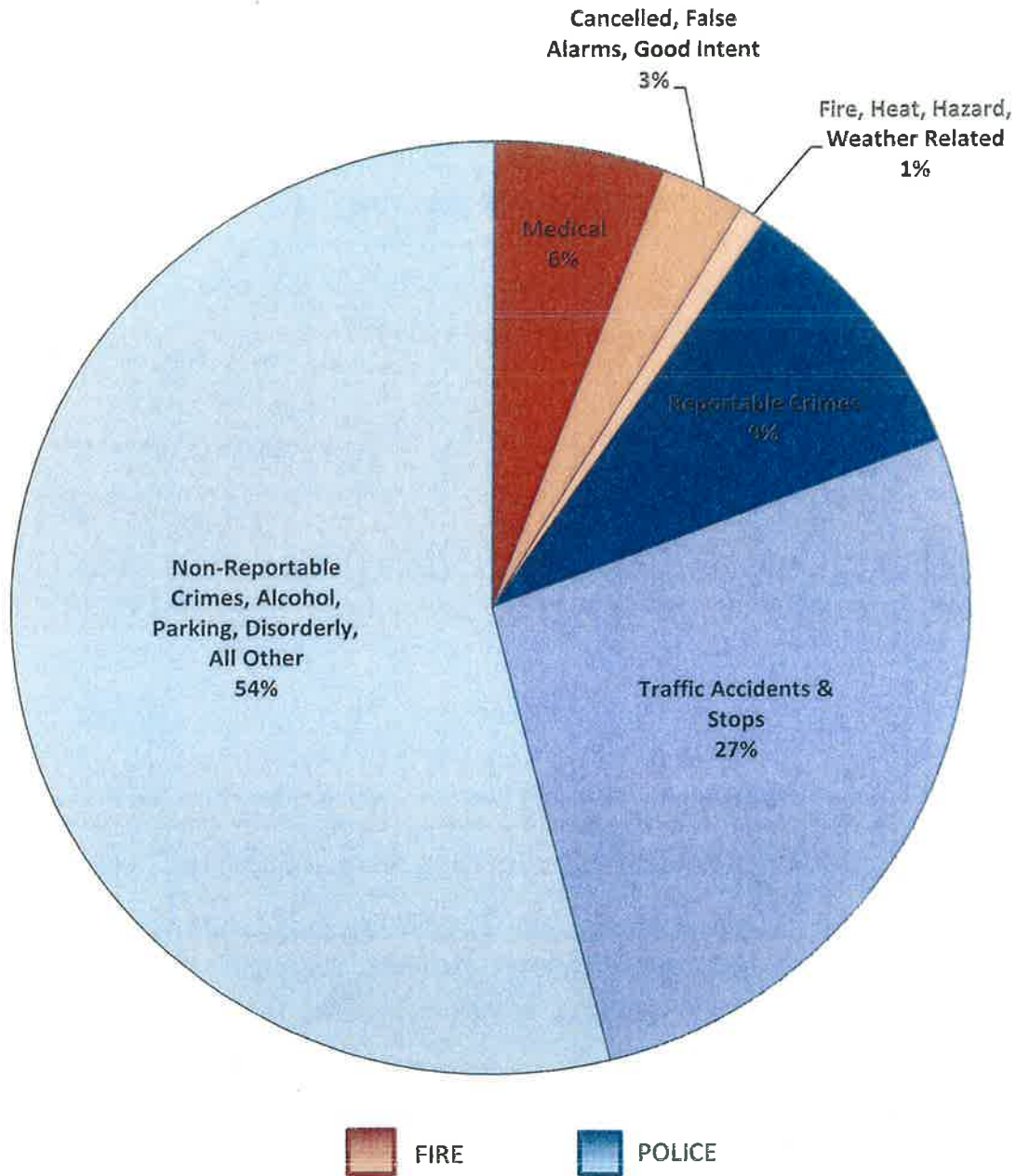
<b>Type of Incident (per year)</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>
Non-Medical CFS	991	1,056	1,052	948	840	911	900
Rescue / EMS Related	1,021	1,047	1,049	1,051	1,367	1,570	1,437
<b>Totals</b>	<b>2,012</b>	<b>2,103</b>	<b>2,101</b>	<b>1,999</b>	<b>2,207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

# Item G.1.c.

## Cedar Falls Public Safety Grid Map



### Cedar Falls Public Safety Experience Survey (June)









DEPARTMENT OF COMMUNITY DEVELOPMENT

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

**MEMORANDUM**

***Building Inspections Division***

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

**FROM:** Jamie Castle, Building Official

**DATE:** July 30, 2018

**SUBJECT:** Cedar Falls Public Library Remodel  
Request for PS&E Approval

Submitted within for City Council approval are the Plans, Specifications, and Estimate of Costs for the Cedar Falls Public Library Remodel.

I would recommend setting Monday, August 20, 2018 at 7:00 p.m. as the date and time for the public hearing on this project and Thursday, August 30, 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 August 10, 2018. The Plans and Specifications will be ready for distribution to contractors on August 6, 2018 allowing more than two (2) weeks of review before contract letting.

This project involves renovation and construction of a new co-lab on the 2<sup>nd</sup> floor of the Public Library. It will provide space for patrons to learn about and work on various hobby projects.

The total estimated cost for the construction of this project is \$151,000.00. The Library has been awarded a gaming grant to pay for a portion of the cost of this project.

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

xc: Stephanie Houk Sheetz, Director of Community Development  
Jay Robinson, Library Director  
Jennifer Rodenbeck, Director of Finance and Business  
Craig Witry, Building Official





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, Civil Engineer II

**DATE:** August 2, 2018

**SUBJECT:** 2018 Seal Coat Project  
City Project Number SC-000-3163  
Request for PS&E Approval

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

I would recommend setting Monday, August 20<sup>th</sup>, 2018 at 7:00 p.m. as the date and time for the Public Hearing on this project and Tuesday, August 28<sup>th</sup> at 2:00 p.m. as the date and time for receiving and opening bids.

This project will resurface portions of eleven (11) street sections, one (1) driveway totaling 2.80 mi., covering 38,764 S.Y.; and 16,288 S.Y. at multiple single lane drives within two (2) cemeteries and at the North Shore Boat Club. This will include the placement and compaction of the surface and placement of any required pavement markings. A detailed list of locations is included in the project specifications.

The total estimated cost for the construction of this project is \$145,122.04 with funding from the Local Option Sales Tax.

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

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



**2018 SEAL COAT PROJECT**  
**PROJECT NO. SC-000-3163**  
**ENGINEER'S COST ESTIMATE**  
**8/2/2018**

Item No.	Item Description	Unit	Estimated Quantity	Unit Cost	Estimated Cost
1	Surface Preparation, Streets & Parks	S.Y.	47,818.86	0.35	16,736.60
2	Seal Coat, Streets	S.Y.	38,763.88	1.95	75,589.57
3	Seal Coat, Parks	S.Y.	16,287.39	2.50	40,718.48
5	Pavement Markings, Painted	STA.	50.53	80.00	4,042.40
6	Pavement Markings, Handicapped Symbols	EA.	2.00	150.00	300.00
7	Pavement Markings, Railroad Crossing Symbol Package	EA.	2.00	250.00	500.00
8	Mobilization	L.S.	1.00	3,000.00	3,000.00
9	Traffic Control	L.S.	1.00	4,235.00	4,235.00
				<b>TOTAL:</b>	<b>145,122.04</b>

FILE: G:\USERS\ENG\PROJECTS\18 Seal\Cost Estimate-Prelim-18-08-01.xls





**CITY OF CEDAR FALLS, IOWA  
PUBLIC SAFETY – FIRE RESCUE DIVISION  
220 Clay Street  
Cedar Falls, Iowa 50613  
Fax; 319-268-5196  
Phone: 319-273-8649**

---



To: Honorable Mayor Brown and City Council  
CC: Jeff Olson, Public Safety Director  
From: John Bostwick, Fire Chief  
Re: Western Home Fireworks Show

---

Flashing Thunder, Charles Yedlik has contacted Cedar Falls Fire Rescue requesting a permit to provide a fireworks display on September 8, 2018 at approximately 8:30 pm in the area west of the roundabout on Prairie Parkway. This fireworks permit is for a display for Western Home Communities.

I have discussed the event with Flashing Thunder and the following has been agreed to and will abide by:

Flashing Thunder will fully comply with N.F.P.A. 1123, State of Iowa Chapter 727, and all applicable codes and regulations.

Flashing Thunder has provided a minimum one million dollar insurance policy. A copy of this policy has been forwarded to Cedar Falls Fire Rescue prior to the event.

Flashing Thunder submitted a site plan for approval to Cedar Falls Fire Rescue prior to the event.

All personnel operating fireworks display equipment will be qualified to operate equipment.

There will be proper margin of safety for spectators and personnel.

Cedar Falls Fire Rescue will inspect and approve site for safety on the date of the display.

Appropriate fees will be submitted previous to the event.

I respectfully request that this application for a fireworks display permit be granted.







**DEPARTMENT OF PUBLIC SAFETY SERVICES**

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

319-273-8612

**MEMORANDUM**

---

**To:** Mayor Brown and City Councilmembers  
**From:** Jeff Olson, Public Safety Services Director/Chief of Police  
**Date:** August 2, 2018  
**Re:** Special Event Related Requests

---

Police Operations has received the following special event related requests and recommends approval:

- (1) Closure of a Municipal Lot located at 217 Washington Street, FondoFest Pre-Party, August 17, 2018.
- (2) Street closure, College Street (Panther Block Party/Welcome Week events), August 17-18, 2018.
- (3) Street closure, Timber Drive (block party), August 19, 2018.
- (4) Closure of a portion of Municipal Lot G, Pear Fair, September 14-16, 2018.
- (5) Street closure, Green Creek Road (block party), September 16, 2018.





**CEDAR FALLS DEPARTMENT OF PUBLIC SAFETY SERVICES**

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

319-273-8612

*Approved*  
*[Signature]*

**MEMORANDUM**

---

**To: Cedar Falls City Council**  
**From: Craig Berte / Assistant Chief of Police**  
**Date: August 1, 2018**  
**Re: Recommendation for parking lot closure / Fondo Fest Pre-party**

---

Community Main Street and Bike Tech are hosting a Pre-Party for the Fondo-Fest event. They will be having an event on August 17<sup>th</sup> from 4PM to 7PM in the Municipal Parking Lot west of Bike Tech as riders come to register and pick up pre-race packets. They are going to fence off an area in the parking lot for a place for the race participants to gather. They will not be blocking the City alley. This parking lot is used for City-owned vehicles – this is not a parking lot used by the general public.

I am recommending approval of this request to close a part of the City hall parking lot for the Fondo Fest Pre-Party event.

**From:** "Johnson, Brent" <[brentj@biketechcf.com](mailto:brentj@biketechcf.com)>  
**Date:** July 17, 2018 at 2:03:53 PM CDT

**Subject: fondo fest party**

What we're looking for is the use of the parking lot behind the store. The committee plans on fencing it in and having a small pre-party from 4-7pm with beer for people as they come to the store to pick up their registration packets. We'd need the space clear around noon on August 17th.

Let me know what you need for next steps or questions. Thanks,

Brent

Bike Tech  
217 Washington St  
Cedar Falls, IA 50613

phone: (319) 266-5979  
email: [brentj@biketechcf.com](mailto:brentj@biketechcf.com)  
web: [www.biketechcf.com](http://www.biketechcf.com)

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# MEMORANDUM

## CEDAR FALLS POLICE DEPARTMENT

REVISED: 12-03-2003

DATE: 07/16/18

TO: Asst. Chief Berte

FROM: Capt. Harrenstein

SUBJECT: Road Closure Request

*APPROVED  
7-17-18  
[Signature]*

The attached request for closure of the 2200 block of College is being recommended for approval. The closure request is for August 17<sup>th</sup> from 3PM until 7:30 PM and again on August 18<sup>th</sup> from 9 AM to 11 AM. Barricades will need to be delivered to the area of 22<sup>nd</sup> and College and 23<sup>rd</sup> and College.

Contact was made with event coordinators, who are aware of the barricade policy and will make payment at city hall prior to the event. Cedar Falls Police will assist with posting no parking signs in the parking lot beginning on August 15<sup>th</sup>. Email notification will be made to the appropriate staff at public works and city hall for barricade delivery and payment.

The written request and map of the event is attached.

Capt. Jeff Harrenstein

## Item G.1.g.



July 9th 2017

To whom it may concern:

The College Hill Partnership in partnership with the UNI NOW and Community Main Street requests to have College Street from W 22nd Street to W 23rd Street for the following dates:

August 17th 2018 3:00pm-7:30pm

August 18th 2018 9:00am-11:00am

**Date of road closure requested:** August 17th & 18th

**Event being held:** Panther Block PAWty. The College Hill Partnership has teamed up with Community Main Street and UNI NOW (welcome week events) to welcome new UNI Students to Cedar Falls. The College Hill Partnership will be sponsoring two parts of this event on August 17th 2018 from 4-7pm, and August 18th 9:30-10:30pm. Students will explore the Hill during a pizza tasting contest on the 17th and will help with a service project cleaning the Hill and surrounding areas on the morning of the 18th. There will be a dj on the Hill for both events so a noise variance is also being requested. There will be no alcohol served in the street at this event is marketed to incoming freshman and transfer students.

**Purpose of Event:** Increase traffic to the Hill businesses, Promote awareness of the Cedar Valley and it's offerings, and promote community.

**Location of Road closure:** College Street from W 23rd Street To W 22nd Street (see map attached).

Local business managers/owners have been informed about the event via an email and the College Hill Partnership is in full support of holding these events on the Hill. There will no intersections being blocked and cars would not be permitted between the area of College Street being requested to close.

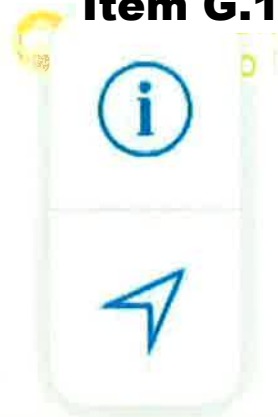
**Request times to close street:** College Street from 23rd Street to 22nd Street: 3-7:30pm Friday Night 9-11am Saturday Morning

If there are any questions please contact Kathryn Sogard College Hill Partnership Executive Director at 319-830-6338, or [collegehillpartnership@gmail.com](mailto:collegehillpartnership@gmail.com).

Kathryn Sogard  
College Hill Partnership Executive Director



# Closure



W 22nd



Hill Street  
Tobacco

Mohair Pear

Insomnia Cookies

Razors Edge  
Hairstyling

Social Hou

Sidecar Coffee

Little Bigs

Western Union

College Hill  
Barber Sho

Sharky's  
Fun House

Sub City

The Library

Limited  
Edition Comics

Chad's Pizza &  
Restaurant

W 23rd

32°





**Craig Berte**

---

**From:** Jeff Olson  
**Sent:** Thursday, August 2, 2018 1:22 PM  
**To:** Craig Berte  
**Subject:** FW: Block Party Request

Can you handle please. Thanks.

APPROVED  


-----Original Message-----

**From:** Ken Cutts [<mailto:kcutts@cfu.net>]  
**Sent:** Thursday, August 2, 2018 1:17 PM  
**To:** Jeff Olson  
**Subject:** Block Party Request

We are planning to hold our annual block party on Sunday August 19, from 1 - 5 pm. The celebration will be conducted in front of addresses 2016 - 2106 on Timber Drive just off Grand Boulevard. If approved, we request that Timber Drive in Cedar Falls be blocked from vehicular traffic from the corner of Grand Boulevard to the entrance to Hartman Reserve. The signs in front of Hartman Reserve would give motorists ample warning of the closed street near Grand Boulevard. Last year, public works dropped off closed road signs at the two mentioned intersections, which was very helpful. Thank you for your consideration. If you have questions, suggestions, or concerns please contact me at 319 239 3637. We will be happy to pay for any permits or fees.

Ken Cutts, 2116 Timber Drive

Patty  
Sent from my iPad

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# MEMORANDUM

## CEDAR FALLS POLICE DEPARTMENT

REVISED: 12-03-2003

DATE: 07/16/18

TO: Asst. Chief Berte

FROM: Capt. Harrenstein

SUBJECT: Municipal Lot Closure Request

APPROVED  
7-17-18  
*[Signature]*

The attached request for closure of Municipal Lot G is being recommended for approval. The closure request is for Friday Sept. 14<sup>th</sup> at 2PM until Sunday September 16<sup>th</sup> at 1100 AM. Only the lower portion of G lot is requested for closure and barricades will need to be delivered to the area of the east and west end of Lower G lot.

Contact was made with event coordinators, who are aware of the barricade policy and will make payment at city hall prior to the event. Cedar Falls Police will assist with posting no parking signs in the parking lot beginning on September 12<sup>th</sup>. Email notification will be made to the appropriate staff at public works and city hall for barricade delivery and payment.

The written request and map of the event is attached.

Capt. Jeff Harrenstein

**Item G.1.g.**

**MOHAIR PEAR  
2209 COLLEGE ST.  
CEDAR FALLS, IA**

**RE: PEAR FAIR LOT G CLOSURE**

**HELLO,**

**MOHAIR PEAR RESPECTFULLY REQUESTS THE CLOSURE OF MUNICIPAL PARKING LOT G LOCATED ON COLLEGE HILL AT THE CORNER OF 22ND AND COLLEGE ST. ON FRIDAY SEPT. 14TH AT 2PM UNTIL THE MORNING OF SUNDAY SEPT. 16 AT 11AM. PEAR FAIR TAKES PLACE ON SATURDAY SEPT. 15 FROM 11AM - 5PM.**

**PEAR FAIR IS AN OPEN AIR INDIE CRAFT FAIR SPONSORED BY MOHAIR PEAR. PEAR FAIR WAS FOUNDED IN 2010.**

**PLEASE SEE ATTACHED SITE MAP FOR MORE DETAILS. FRIDAY AND SUNDAY CLOSURE ARE FOR THE PLACEMENT AND REMOVAL OF TENTS.**

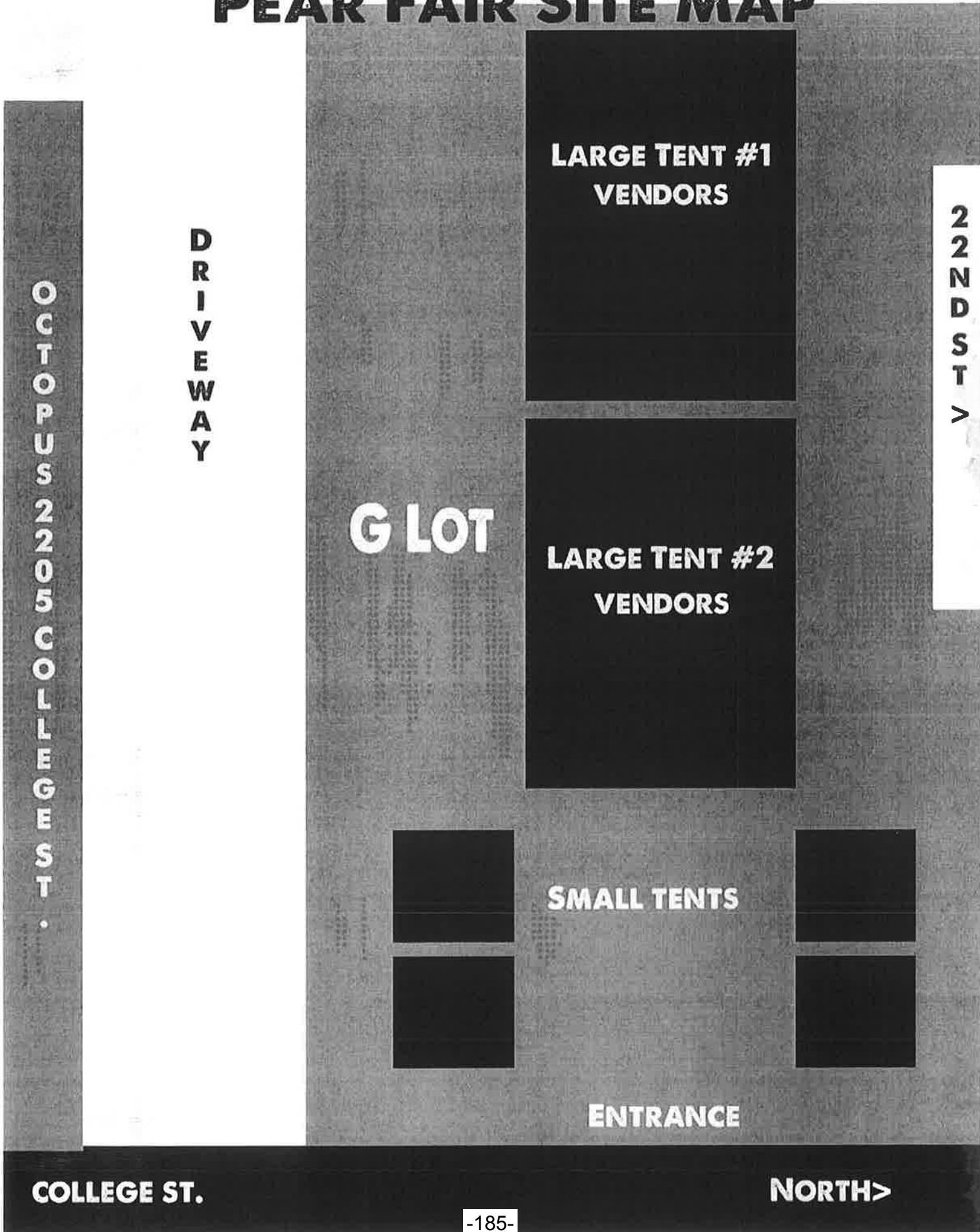
**YOUR CONSIDERATION IS APPRECIATED.**

**THANKS,**

**BARB SCHILF  
MOHAIR PEAR**

**MORE INFO: DAVE @ 319 290 8716  
BARB.MOHAIRPEAR@GMAIL.COM**

# PEAR FAIR SITE MAP



OCTOPUS 2205 COLLEGE ST.

DRIVEWAY

22ND ST

G LOT

LARGE TENT #1  
VENDORS

LARGE TENT #2  
VENDORS

SMALL TENTS

ENTRANCE

COLLEGE ST.

NORTH >





**MEMORANDUM**  
**CEDAR FALLS POLICE DEPARTMENT**  
REVISED: 12-03-2003

DATE: 07/21/18

TO: Asst. Chief Berte  
FROM: Capt. Harrenstein  
SUBJECT: Road Closure Request

*Approved*  
*[Signature]*  
*7-23-18*

*SEP 16, 2018*

The attached road closure request is recommended for approval for a block party on ~~09/09/18~~ from 5 PM to 7 PM. Contact was made with Cody Cline, who was advised that a barricade fee will need to be paid at City Hall one week prior to the event.

Barricades are requested near the intersection of Green Creek Rd. at the dead end of Rownd St. and at or near the 4500 block of Rownd Street near Valley Lutheran School.

Capt. J. Harrenstein

*SEP 16, 2018*

Request Type: Block Party Request  
Request ID Number: 1864  
Date Submitted: 7/15/2018  
Date Closed: (open)  
Date Printed: 7/16/2018 6:44:02 AM

Request Location:

Submitter Information: Stacy Cline  
2529 Green Creek Rd  
Cedar Falls, IA 50613

Priority: Normal  
Assigned To: Hayes, Mike

Phone: 5633807785  
Email: cline.stacy@gmail.com

Date/Person  
7/15/2018 9:50:00 PM  
(anonymous)

Comments  
Your Request ID Number is 1864.

**Request for street closure for a block party.**

Name Stacy Cline  
House Number 2529  
Street Name Green Creek Rd  
City Cedar Falls  
State IA  
Zip Code 50613  
Contact E-Mail address cline.stacy@gmail.com  
Contact Phone Number (XXX)XXX-XXXX 5633807785  
Block Party Date 9/9/18 9-16-2018  
Block Party Time 5:00-7:00  
Which street and block number (Example: 400 block of West 2nd St)  
2500  
Number of people expected 30  
Noise expectations  
Additional comments or questions Is there a fee? We would like to know if we could block off Rownd St intersection near Green Creek Rd intersection near Bethany Bible Church and Valley Lutheran school so we could utilize the grass spaces/playground with so many kids in the neighborhood but still leaving access to homes on Green Creek Rd. We were thinking of just including this half of Green Creek Rd up to the Rownd intersection as of now.





**DEPARTMENT OF PUBLIC SAFETY SERVICES**

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

319-273-8612

**MEMORANDUM**

---

**To:** Mayor Brown and City Councilmembers  
**From:** Jeff Olson, Public Safety Services Director/Chief of Police  
**Date:** August 2, 2018  
**Re:** Beer/Liquor License Applications

---

Police Operations has received applications for liquor licenses and/ or wine or beer permits. We find no records that would prohibit these license and permits and recommend approval.

Name of Applicants:

- (1) Vintage Iron, 104 Main Street, Class B native wine - renewal.
- (2) Casey's General Store, 2425 Center Street, Class C beer & Class B native wine - renewal.
- (3) Casey's General Store, 5226 University Avenue, Class C beer & Class B native wine - renewal.
- (4) King Star, 2228 Lincoln Street, Class C beer & Class B native wine - renewal.
- (5) Amigo, 5809 University Avenue, Class C liquor & outdoor service - renewal.
- (6) Octopus, 2205 College Street, Class C liquor & outdoor service - renewal.
- (7) The Library, 2222 College Street, Class C liquor & outdoor service - renewal.
- (8) B & B West, 3105 Hudson Road, Class E liquor - renewal.
- (9) Wal-Mart, 525 Brandilynn Boulevard, Class E liquor - renewal.
- (10) Mulligan's Brick Oven Grill & Pub, 205 East 18th Street, Class C liquor & outdoor service - change in ownership.
- (11) The Black Hawk Hotel, The Stuffed Olive, 115-119 Main Street, Class B liquor & outdoor service - new.





DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

**INTEROFFICE MEMORANDUM**

Financial Services Division

**TO:** Mayor Brown and City Council Members  
**FROM:** Lisa Roeding, Controller/City Treasurer  
**DATE:** August 1, 2018  
**SUBJECT:** Depository Resolution

The attached Depository Resolution is adding First Security State Bank with maximum depository limit of \$3,000,000. All other financial institutions will remain the same.

If you have any questions regarding this matter, please telephone Finance & Business Operations Director Jennifer Rodenbeck at 268-5108 or myself 268-5105. Thank you.

CC: Jennifer Rodenbeck, Finance & Business Operations Director



**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION NAMING OFFICIAL DEPOSITORIES  
FOR THE CITY OF CEDAR FALLS, IOWA**

**WHEREAS**, the City Council of the City of Cedar Falls, Iowa, has considered approving the following list of financial institutions to be depositories of the City of Cedar Falls, in conformance with all applicable provisions of the Code of Iowa Chapter 12C (2013), and

**WHEREAS**, the City Council of the City of Cedar Falls, Iowa, deems it in the best interest of the City of Cedar Falls, Iowa, to approve said list of financial institutions,

**NOW THEREFORE**, be it resolved by the City Council of the City of Cedar Falls, Iowa, that the following list of financial institutions to be depositories of the City of Cedar Falls, is hereby approved and designated officials of the City of Cedar Falls are hereby authorized to deposit funds in amounts not to exceed the maximum approved for each respective financial institution as set forth below.

<u>DEPOSITORY NAME</u>	<u>LOCATION OF HOME OFFICE</u>	<u>MAXIMUM UNDER THIS RESOLUTION</u>	<u>MAXIMUM UNDER PRIOR RESOLUTION</u>
Banklwa	Waterloo	\$30,000,000	\$30,000,000
Collins Community Credit Union	Cedar Rapids	40,000,000	40,000,000
Community Bank & Trust	Waterloo	30,000,000	30,000,000
Farmers State Bank	Waterloo	40,000,000	40,000,000
First National Bank	Cedar Falls	30,000,000	30,000,000
First Security State Bank	Evansdale	3,000,000	0
Dupaco Community Credit Union	Dubuque	30,000,000	30,000,000
Lincoln Savings Bank	Reinbeck	30,000,000	30,000,000
MidWestOne Bank	Iowa City	30,000,000	30,000,000
NXT Bank	Central City	15,000,000	15,000,000
Regions Bank	Birmingham, AL	30,000,000	30,000,000
University of Iowa Comm. Cr. Union	North Liberty	30,000,000	30,000,000
U.S. Bank N.A.	Des Moines	30,000,000	30,000,000
Veridian Credit Union	Waterloo	30,000,000	30,000,000
Wells Fargo Bank	Des Moines	50,000,000	50,000,000

**ADOPTED** this 6<sup>th</sup> day of August 2018.

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

**ATTEST:**

\_\_\_\_\_  
Jacqueline Daniels, MMC, City Clerk



## MEMORANDUM

---

To: Mayor Jim Brown and City Council  
 From: Jay Robinson, Library Director  
 Date: July 20, 2018  
 Re: Community Center Board recommendation on booking fees

---

At the July 11, 2018 meeting of the Community Center and Senior Services Board, there was discussion and then a motion duly approved by vote, to recommend changing the fee schedule for booking Community Center space.

---

The *present* fee schedule is as follows:

**Non-Holiday weekdays when available – Minimum 1 ½ hour rental**

<b>Area of facility (Includes Staff Cost)</b>	<b>Per Hour</b>
Common Area – Front or West Half	\$25
Dining Area – Back or East Half with Kitchen	\$25
Studio/Dance/Exercise Floor Only	\$25
Any two of the above areas	\$40
All three of the above areas	\$60

**Weekends and Holidays when available – Minimum 1 ½ hour rental**

<b>Area of facility (Includes Staff Cost)</b>	<b>Per Hour</b>
Common Area – Front or West Half	\$30
Dining Area – Back or East Half with Kitchen	\$30
Studio/Dance/Exercise Floor Only	\$30
Any two of the above areas	\$50
All three of the above areas	\$75

---

## Item G.2.b.

The *recommended* fee schedule is as follows:

### Non-Holiday weekdays when available – Minimum 1 ½ hour rental

Area of facility (Includes Staff Cost)	Per Hour
Main Hall	\$50
Dance Floor	\$25
Main Hall and Dance Floor	\$60

### Weekends and Holidays when available – Minimum 1 ½ hour rental

Area of facility (Includes Staff Cost)	Per Hour
Main Hall	\$60
Dance Floor	\$30
Main Hall and Dance Floor	\$75

---

The chief difference is thus consolidation of the rental of the East and West halves into one “Main Hall.” The actual cost has not changed; it has just been combined into one fee.

The reason for this is to catch up the posted fee schedule to reflect the actual practice. Given the layout of the Community Center, it is not practical to rent either one half or the other, of that main space, without effectively taking over both spaces. This is because there is no separate entrance to the East half/kitchen, without crossing through the West half, thus disrupting whatever activity gets booked there.

This revision also incidentally provides an opportunity to simplify the layout and language of the fee schedule. See “Main Hall,” noted above. And “Studio/Dance/Exercise Floor” becomes simply “Dance Floor.” There would be three possible scenarios for space rental, rather than five.

Please approve the Board recommendation to amend the fee schedule for booking Community Center space. Upon Council approval, the revised schedule would go into effect immediately.

Jay Robinson, Library Director

CC:

Ron Gaines, City Administrator

Jennifer Rodenbeck, Finance & Business Operations Director

Jacque Danielsen, City Clerk

Kevin Rogers, City Attorney

Mick Reifsteck, Chair of Community Center Board





## DEPARTMENT OF MUNICIPAL OPERATIONS &amp; PROGRAMS

PUBLIC WORKS/PARKS DIVISION  
 2200 TECHNOLOGY PARKWAY  
 CEDAR FALLS, IOWA 50613  
 319-273-8629  
 FAX 319-273-8632

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**MEMORANDUM**

**TO:** Mayor James P. Brown and Cedar Falls City Council  
**FROM:** Mark Ripplinger, Director, Municipal Operations & Programs  
**DATE:** July 31, 2018  
**SUBJECT:** Pettersen Plaza Renovation Request

For the past few months a group of citizens, Friends of Pettersen Plaza (FPP), and the College Hill Partnership have been meeting to discuss possible improvements to Pettersen Plaza near the intersection of College and 21<sup>st</sup> Streets. This area was constructed when College Street was improved from 20<sup>th</sup> to 23<sup>rd</sup> with new pavement, brick sidewalks and landscaping. Current amenities at the plaza include trees, benches, plantings and brick pavers. While the space is currently functional, there is interest in providing amenities and features to make the space more welcoming and available to program for small events.

The plaza is not part of the park system but is maintained as a public space by the Public Works and Parks Division. Members of FPP approached the Park and Recreation Commission during their July 12<sup>th</sup> meeting requesting that the city hire a consultant to develop concepts for the area that can be used in the decision making process and to develop cost estimates for the project so that City Council can consider improvements to the plaza during the next goal setting and CIP process.

The Park & Rec. Commission approved seeking a design consultant for this project subject to available funding and City Council approval. There are dollars available in the Public Works and Parks Division budget to fund a consultant. Preliminary estimates for this work are \$3,500. The College Hill Partnership has also approved dedicating \$1,000 towards the costs if needed.

The Department of Municipal Operations & Programs recommends the City Council approve hiring a consultant to develop concepts and cost estimates for possible improvements to Pettersen Plaza. This information will be used during upcoming goal setting and CIP discussions. Please let me know if you have any questions or comments regarding this topic.





**CEDAR FALLS PARK & RECREATION COMMISSION**

110 E. 13<sup>th</sup> Street Cedar Falls, IA 50613

**PARK AND RECREATION COMMISSION**

**Minutes**

**July 12, 2018**

- I. Meeting was called to order at 4:30 p.m. by Chair Leslie Nixon.
- II. Roll Call
  - Present: Bowman, Lilly, Nixon, Struck
  - Absent: Blanchard, Mattfeld, Stalnaker
  - Staff: Frost, Heath, Ripplinger, Verink
- III. Introduction of Guests
  - Dan Breitbach, Vaughn Griffith, Katheryn Sogard, Gary Walden, Rick Bremmer
- IV. Approval of Minutes: May 10, 2018
  - Motion by Bowman 2<sup>nd</sup> by Struck to approve the minutes. Approved 4-0.
- V. Correspondence
  - Tom Hagarty email regarding river improvements. Commission has already moved on this topic and has forwarded it to City Council so no action was needed at this time.
- VI. Agenda Revisions and Public Forum
  - Moved New Business Pettersen Plaza request to beginning of meeting.
- VII. Commission Feedback – Questions, Comments
  - Lilly commented that she had a parent talk with her regarding the Coach Pitch program. Concerns were passed on regarding using volunteers for the program,
  - Struck mentioned citizen comments regarding wall heights at Clay Street Park and concerns for young children who may be accessing these areas. Ripplinger indicated that staff will monitor this issue but it is also important that parents provide supervision.
- VIII. Unfinished Business
  - A. A “Place To Play” Playground Update
    - Fundraising is continuing. The project is within \$180,000 of being able to construct Phase I and Phase II at the same time. A letter of intent was sent to the Gaming Commission requesting approval to submit an application by September 1<sup>st</sup>. A decision would be made in November 2018. The City cannot bid the project until they know how much money has been raised. If funds are available, construction on the project could start in spring 2019. Between now and then, there are components of the project that city staff will be working on.
  - B. Pickleball Update
    - At this time the base rock has been laid. Asphalt and fencing will be installed very soon, weather permitting.

## Item G.2.c.

### C. Request for Memorial Plaque @ Peter Melendy Park

- There are no updates at this time. There might also be a delay because of flood wall work in the park.

## IX. New Business

### A. Pettersen Plaza request

- A group of citizens have a vision to renovate Pettersen Plaza on College Hill. They would like to see it turned into a gathering place for people to listen to music, see theater groups, eat food and socialize. They envision murals on the walls of the buildings surrounding the plaza and artwork installed to bring color to the plaza. They want it to reflect Hugh Pettersen's personality. They are asking for City assistance to make this a "Pocket Park" and liken it to other City parks. A motion by Lilly and 2nd by Struck that the Commission supports CHP/City to move forward with funds for a design concept that can be used during the City Council goal setting and CIP process this fall/winter. Approved 4 – 0. Staff will also look at ordinances to see the possibility of having alcohol at the plaza like City parks. The College Hill Partnership will supply ongoing support after the plaza established.

### B. Election of Officers

- Motion to delay until next meeting by Bowman, 2nd by Lilly. Approved 4 – 0.

## X. Reports

### A. Recreation

- Falls had 14,000 Open Rec Swimmers in June
- BLAST Swim Meet this weekend – 554 swimmers registered
- Wood floors in the Rec Center have been refinished
- New sound system being installed in MPR
- Acoustics reduction being installed in Cycling Room
- Adult Softball – two weeks to go
- Pound brought to Youth camps
- Staff doing good job on the LED graphics
- Beach House rentals low
- July 15th starts Fall registration
- Camp CF has 104 kids per week
- Amazing comments by patrons regarding Megan and changes she's made

### B. PW/Park

- Clay St Park Shelter finished – old shelter removed
- Rotary dedication of Clay St Shelter to come
- Tondro Pray working on improvements
- EAB removal probably moving to two crews
- Veterans Park monument sign
- Sturgis Falls prep & cleanup
- Horticultural plant/park maintenance
- Center St trail; improvements by Aug 6th
- Trail repairs being done

C. Director

- New baskets being installed at Tourist Park. Used GPS to make sure installed in original spot.
- Working with property owners along Greenhill regarding landscaping across from proposed Kwik Star.

XI. Agenda Items - Next Meeting

1. Election of Officers
2. Request for new monument at Veterans Park

XII. Next Meeting:

- August 9, 2018 4:30 p.m., Cedar Falls Recreation Center

XIII. Meeting was adjourned at 5:45 pm

Motion by Bowman, 2nd by Lilly Approved 4 - 0.



# Pettersen Plaza

Write a description for your map.

Legend



-203-

Google Earth

© 2018 Google

10 ft

Item G.2.c.





## Meeting Report “Pettersen Plaza” Issues from April Forum

Date/Time of Forum: 02 May, 2018, 10:00 - 11:00 AM

Place: College Hill Partnership (CHP) offices

Recorder: Jim Kerns

Participants: Mark Ripplinger, Nick Warson, Vaughn Griffith, Kathryn Sogard, Mary Brammer, Dick Brammer, Santha Kerns, Jim Kerns

### **Parking Lot Issues (from 02 April public forum):**

- Determine who will manage the plaza

The “College Hill Partnership” is the most likely who will manage the plaza. This would be similar to “Community Main Street”. Contact information for scheduling the plaza would likely be one of the things posted at the plaza.

Assignment: Kathryn and the CHP will be discussing this question. 11 June

- Determine who maintains the plaza

This will be a partnership. The city of Cedar Falls, the adjacent businesses, and CHP.

If the CF Public Art Committee (PAC) installs works of art in the plaza, the piece(s) will be part of the public art collection and PAC maintenance rules will apply.

- Research noise ordinances

City noise ordinances apply.

- Research liability issues

Liability issues are somewhat dependent upon our final plaza design. IE: Tables & Chairs may raise more liability issues than not having tables & chairs (reference downtown parkade). Also liability issues are somewhat dependent on use of the plaza. IE: If beer (for example) is to be allowed in conjunction with some event, this may change the liability coverage needs.

Assignment: Mark will research.

- Determine occupancy rules

These rules are based on square footage.

Assignment: Mark will research

- Determine pet rules

These rules are covered by city ordinance.

These rules are likely something we would post in the plaza.

- Will it be allowable for people to bring their own beer or wine to an event?

Assignment: Mark to research

### **Other Assignments**

- Follow up with the Hydrant personnel. Kathryn & Vaughn

- Check with “Jimmy John’s” to build awareness, check on building/color/decoration guidelines, and open the door to support for the “Arts Plaza”. Nick

- Type up meeting report - send to team - Jim

- Share the meeting report and other updates with all who participated in our 02 April public forum and other appropriate people. Kathryn



**Meeting Report from 07 June, 2018 Pettersen Plaza Transformation Team**

Thursday, 07 June. 5:30 - 7:00 PM, Hearst Center

To Participants at our 07 June workshop:

Rick Knivstand, Barb Brown, Vaughn Griffith, Kim Heffernan-Moss, Kathryn Sogard, Len Foryen, Dan Breitbach, Richard Brammer, Mary Brammer, Santha Kerns, Jacqueline Halbloom, Gary Waldon, Gary Kelley, Jim Kerns, Becky Hawbaker

CCs:

Mark Ripplinger, Heather Skeens, Sue Hummel, Karin Leonard, Doug Castenson, Kim Manning

From: Jim Kerns

Date: 10 June, 2018

**Agenda/Meeting Report**

**- Welcome**

Jim Kerns opened the meeting with a heart felt welcome.

**- Umbrella Team Report**

**CHP as 501c3**

Kathryn Sogard reports that the 11 June meeting of the College Hill Partnership (CHP) has this topic on their agenda.

We discussed what we would like to

Parking lot issues update

Jim Kerns went through the parking lot issues - see enclosure with this mailing.

We discussed that we need to know that the CHP is willing to be the group who will manage the plaza once it is transformed into a vibrant and colorful cultural plaza. By management, we anticipate this to be managing the scheduling of events.

(Maintenance of the plaza will be done jointly by the city, neighboring businesses, and the CHP - refer to the parking lot issues enclosure)

NOTE:

11 June meeting of CHP.

Kathryn Sogard, Kim Herrernan-Moss, Beck Hawbaker, and Dan Breitbach will attend the 11 June meeting of CHP to ask for their support, 501c3, and Management of the Plaza.

NOTE:

There may be some "Neighborhood Services" funds from this fiscal year that the CHP has not used that could partially fund the design phase of the plaza transformation.

**- Design Team Report**

Dick Brammer and team gave the report. We plan to hire a designer to come up with some concepts and prices for the plaza. The team is in contact with two landscape architects. The cost for the design work is estimated to be around \$2500.

Before committing any funds, we need to raise some funds.

Before raising funds we need commitment from CHP, Parks & Rec, City Council

## Item G.2.c.

To get commitment we need to develop a comprehensive proposal  
It would also be helpful to have a concept (drawing, etc) to use for fund  
raising

Our 31 July date to have the concept 80% developed was likely optimistic.

### - **Fund Raising Team Report**

Dan Breitbach presented the report. He covered sources for funding, levels for recognition of contributors, and estimated total budget. We discussed the report.

### - **Publicity & Communication Report**

Kathryn Sogard covered that CHP is staffing a booth at the College Hill Arts Festival and that our Pettersen Plaza transformation project team are welcome to share the booth.

Kathryn will have the initial concept poster there, and people are encouraged to sign up with Kathryn to staff the booth.

### - **Elect Umbrella Team**

Dan Breitbach\*, Kathryn Sogard, and Dick Brammer are our Umbrella Team.  
(The \* indicates that Dan is the chair of the team)

### - **Any other business**

No other business was brought forth.

### - **Set next meeting date & adjourn**

Dan and the Umbrella Team will set up our next meeting as appropriate to feedback from CHP and Parks & Rec

**Friends of Pettersen Plaza**

Cedar Falls, Iowa, 50613

From: The Cedar Falls Arts & Culture Board  
James Kerns, Chair

Date: 29 June, 2018

Upon receiving your request to support your efforts to transform Pettersen Plaza from your “Friends of Pettersen Plaza” team at our 27 June meeting, the CF Arts & Culture Board voted unanimously to support the project. The motion reads “We recognize and support the concept and plan for the refurbishing of Pettersen Plaza.”

We in the arts are very familiar with Hugh and his extraordinary contributions to the arts in Cedar Falls. He was vibrant, colorful, and energetic, in his cultural endeavors. Certainly, the plaza as it exists today does not honor that colorful, vibrant personality.

The Arts & Culture Board appreciates the work done to date on the transformation of the plaza, and we look forward to facilitating and assisting in this transformation. For sure Hugh Pettersen, a person of culture and a true friend of the arts, is worthy of honor.

Best Regards & Thank You

James Kerns	Chair
Kate Brennan-Hall	Vice Chair
Matthew Wilson	Treasurer
Joni Krejchi	
Jayne Renfro	
Greg Angove	
Mary-Sue Bartlett	



## Transformation of Pettersen Plaza Request

A group of friends of Hugh Pettersen organized a public meeting to discuss possible improvements to Pettersen Plaza that would reflect more accurately Hugh's colorful, vibrant personality. The goal was to gather together Hugh's friends and neighborhood stake-holders to discuss transforming the plaza into a lively, inviting gathering place.

A Public Forum Workshop was held at the Hearst Center on April 5<sup>th</sup>. It included representatives from the City, College Hill Partnership, Hearst Center for the Arts, UNI, Cedar Falls Art and Culture Board and Public Art Committee, as well as many life-long friends of Hugh.

The group prioritized three primary goals:

- Create a neighborhood gathering place.
- Include opportunities for the Arts.
- Create a space that celebrates Hugh's life.

Three teams were established to further the goals: Design – Dick Brammer, Fund Raising – Dan Breitbach and Marketing – Kathryn Huber/CHP.

The Design Team saw these objectives being achieved by setting these priorities:

- Make the park more representative of C. Hugh Pettersen's vibrant personality and his love of neighborhood and support of the Arts.
- Replace and improve placement of plaque honoring Hugh.
- Add color with colorful art.
- Encourage gathering with the installation of tables, chairs and shade relief.
- Create a space that is flexible. That can accommodate a variety of functions from farmers' markets, pop-up art shows, intimate concerts, readings, small neighborhood celebrations and more.

The Fund Raising Team established these objectives:

- Identify initial donor prospects.
- Investigate Grant possibilities.
- Develop talking points.
- Establish donor levels and potential recognition.
- Set a preliminary budget for the project.

## **Item G.2.c.**

The Marketing Team:

Attachments include:

- Report from Public Forum-April 5th.
- Minutes of “Parking Lot” issues meeting - May 5th.
- Letter of support from CHP
- Design Committee meeting establishing a phased schedule - May 22nd.
- Design Committee priorities and assets assessment for future design work.
- Fund Raising Committee report – May 24th.





**College Hill Partnership**

2304 College Street  
Po Box 974  
Cedar Falls, Iowa 50613

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

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**2018-2019**

**Board of Directors**

Kamyar Enshayan, President  
Dave Deibler, Vice President  
Becky Hawbaker, Secretary  
Doug Johnson, Treasurer  
Alex Funke  
Andy Fuchtmann  
Andrea Geary  
Chris Martin  
Barb Schilf  
Chris Wernimont  
Jamal White

**Friends of Pettersen Plaza**

Cedar Falls, IA 50613

Dear Friends of Pettersen Plaza,

Upon receiving the request to support efforts in Pettersen Plaza from your committee, the College Hill Partnership Board of Directors voted unanimously to support the project. The Partnership passed a resolution to support the efforts of the Friends of Pettersen Plaza, at their monthly board meeting June 11th 2018, in the following ways:

- 1) Officially adopt this project as one of its own and allow the Friends group to raise funds utilizing our 501(c)3 status for tax deductible contributions;
- 2) Work with us to seek grants for the project;
- 3) Provide a financial investment in the project at the \$1,000 level;
- 4) Provide a letter to Friends of Pettersen Plaza outlining commitment of the CHP to the project;
- 5) Manage scheduling events once the transformation is complete.

The College Hill Partnership appreciates all the work the Friends of Pettersen Plaza has done thus far to kick off this project and looks forward in partnering with this committee to further the efforts in honoring Hugh Pettersen.

If you have any questions please reach out to the Executive Director of the College Hill Partnership.

Regards,

**Kamyar Enshayan, President**

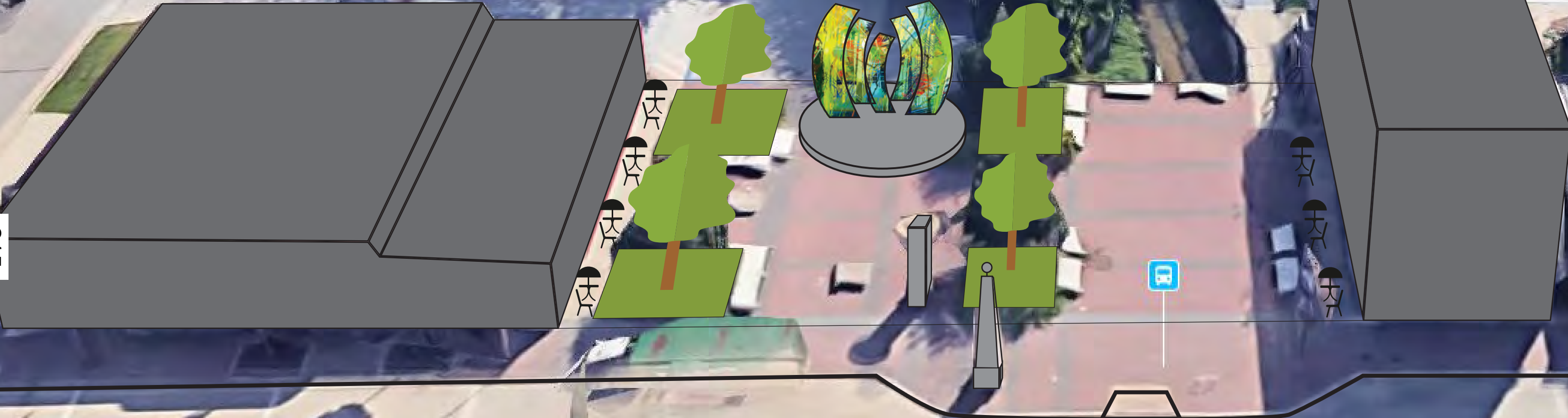
On behalf of the College  
Hill Partnership Board Of  
Directors

**Kathryn Sogard, Executive Director**

College Hill Partnership



-215-



College St.

Item G.2.c.





DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls  
 220 Clay Street  
 Cedar Falls, Iowa 50613  
 Phone: 319-273-8600  
 Fax: 319-273-8610  
 www.cedarfalls.com

MEMORANDUM

Planning & Community Services Division

**TO:** Honorable Mayor James P. Brown and City Council  
**FROM:** David Sturch, Planner III  
**DATE:** August 1, 2018  
**SUBJECT:** Pinnacle Ridge 2nd Minor Plat

**REQUEST:** Review and approve the Pinnacle Ridge 2<sup>nd</sup> Minor Plat.

**PETITIONER:** KBKR Investments, LLC, Owners; Helland Engineering and Surveying, Surveyor

**LOCATION:** Southwest Corner of Green Creek Road and Prairie Dock Road

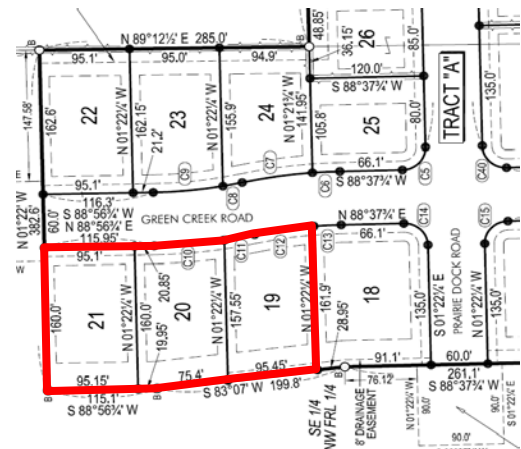
PROPOSAL

It is proposed divide parcels M and N of the Pinnacle Ridge Minor Plat into three residential lots.

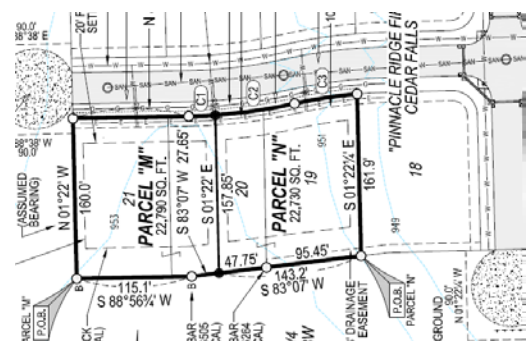
BACKGROUND

The Final Plat for Pinnacle Ridge First was approved by the City Council on February 6, 2017. This plat includes a mixture of single unit homes (Lots 3-45) along with townhomes (Lots 1-2) and professional/commercial uses (Lot 46). The plat identifies the building setbacks drawn on each lot. These setbacks satisfy the MU district standards of 20 feet, front yard and 30 feet rear yard. The side yard setbacks are 10 feet on each side. All utility easements run along the front and back lot line. There are no side lot utility easements on the lots in question.

Last February, the Planning and Zoning Commission approved the Pinnacle Ridge Minor Plat that merged Lots 19, 20 and 21 into two residential lots. The purpose was to create two larger lots for two new residential homes. Once the plat was approved by the City Council on March 5, 2018, the plat was recorded and finalized. Eventually the sale of these two new lots



Pinnacle Ridge First



Pinnacle Ridge Minor Plat

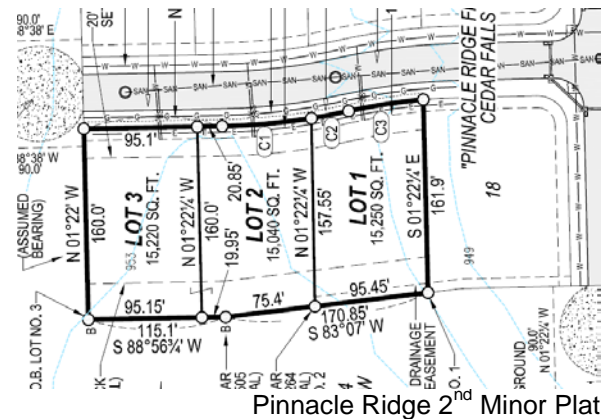
## Item G.2.d.

never reached a final agreement, therefore the developer wants to go back to their original three lot configuration at the time of original platting.

### ANALYSIS

The property is currently zoned MU, mixed use residential. This subdivision has activity with the construction of several homes along Green Creek Road and Wild Flower Lane. This reconfiguration of the originally platted lots conforms to all zoning requirements. Once the Pinnacle Ridge Minor Plat was recorded last spring, the only way to revert back to their original layout is to replat Parcels M and N. Therefore, a review of the new Pinnacle Ridge 2<sup>nd</sup> Minor Plat, replat of parcels M and N is necessary by the Planning and Zoning Commission and City Council.

The replat consists of the following: Lot 1 is the east 95.45 feet of Parcel N. Lot 2 is the west 47.75 feet of Parcel N and the east 47.6 feet of Parcel M. Lot 3 is the west 95.13 feet of Parcel M. The three new lots are approximately 95 feet wide. A deed of dedication for this minor plat has been submitted. There is an 8-foot drainage easement along the south lot line of Lot 1. This drainage easement cannot be encumbered with any structure, fence or landscaping. This restriction has been placed in the deed of dedication.



This property is not located in the 100 year floodplain district. All submittal requirements have been met. A courtesy notice has been sent to property owners within 200 feet of this plat.

### TECHNICAL COMMENTS

City technical staff, including Cedar Falls Utilities (CFU) personnel provided some comments for this submittal. Water, electric, gas, and communications utility services are available in accordance with the service policies of CFU. The three original lots already have the necessary utility services stubbed into them.

### PLANNING & ZONING COMMISSION

Discussion/Vote 7/25/2018 Chair Oberle introduced the item and Mr. Sturch provided background information. This project includes the replat of Parcels M and N of the Pinnacle Ridge Minor Plat. The proposed Pinnacle Ridge 2<sup>nd</sup> Minor Plat satisfies the subdivision ordinance.

There were no comments by the Commission. The Commission recommended approval of the Pinnacle Ridge 2<sup>nd</sup> Minor Plat.

### STAFF RECOMMENDATION

The Community Development Department recommends approval of the Pinnacle Ridge 2<sup>nd</sup> Minor Plat.

Reserved for County Recorder's use.

Item G.2.d

**INDEX LEGEND**

General Description: Parcels M & N, Pinnacle Ridge 2nd Minor Subdivision Plat, Cedar Falls  
 Surveyor: Jeffrey P. Helland  
 Surveying Company/ Return to: Helland Engineering & Surveying, Ltd.  
 1107 Technology Parkway  
 Cedar Falls, Iowa 50613-6955  
 319-266-0161  
 Survey Requested By: Robert L. Smith, Jr.  
 Proprietor: KBKR Investments LLC

This Plat or Subdivision has been reviewed by (City/County).

Signature of (City/County)  
 Ordinance Administrator

Date

**SEE SHEET 2 FOR DESCRIPTIONS OF LOTS NO.S 1, 2 & 3, NOTES & VICINITY MAP**

CURRENT ZONING:  
 MU - MIXED USE RESIDENTIAL  
 (PROPERTY & ADJOINERS)

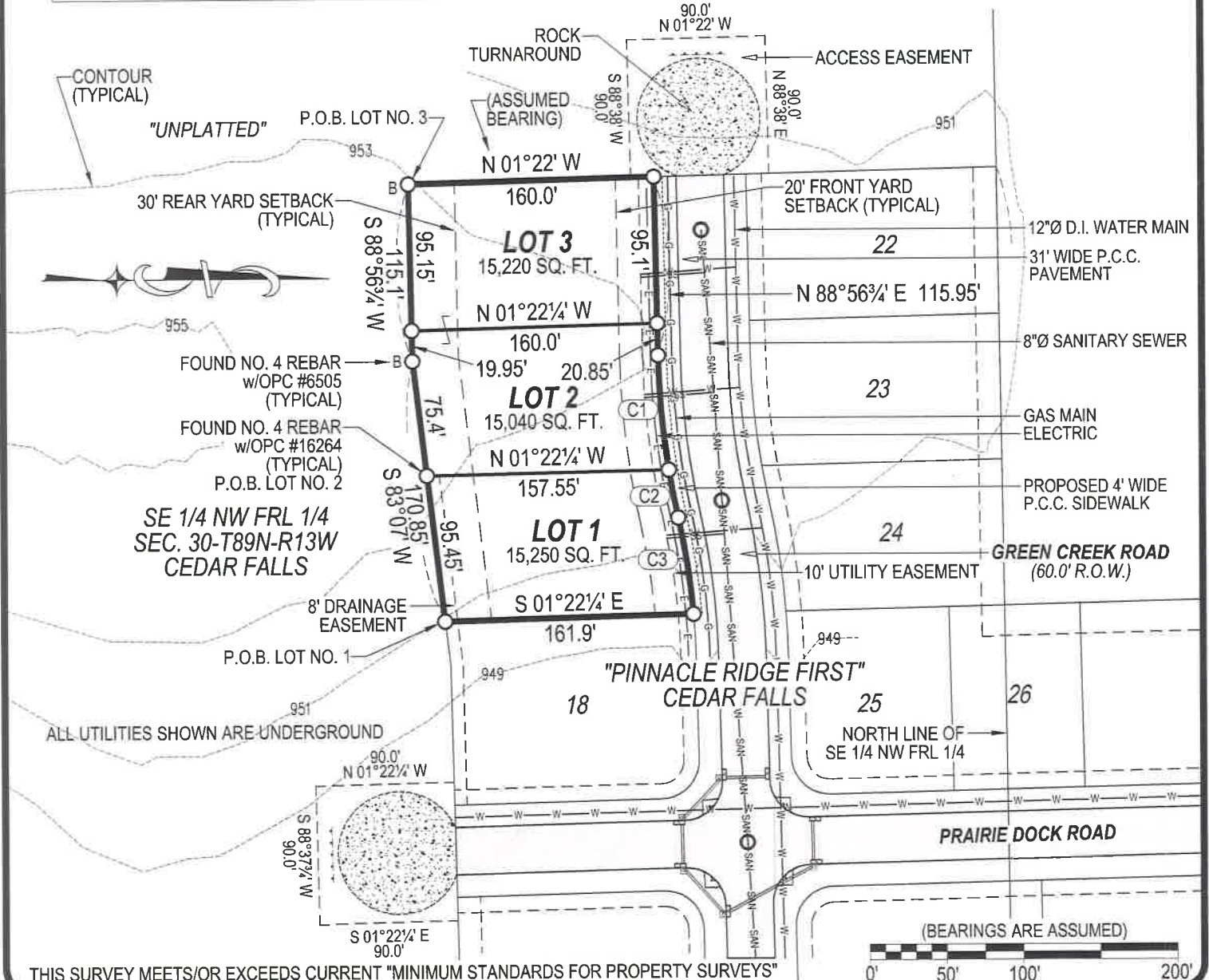
SOIL TYPE:  
 83B - KENYON LOAM

PROPOSED IMPROVEMENTS:  
 4' P.C.C. SIDEWALK, DRIVEWAYS AND SINGLE FAMILY HOMES

**THIS PLAT OF SURVEY SHALL SUPERCEDE PLAT OF SURVEY RECORDED IN NUMBER 2018-14912**

**CURVE TABLE**

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	530.0'	74.37'	74.3'	N 84°55¼' E	8°02¼'
C2	530.0'	32.6'	32.60'	N 79°08¾' E	3°31½'
C3	470.0'	63.42'	63.35'	N 81°14¾' E	7°43¾'



THIS SURVEY MEETS/OR EXCEEDS CURRENT "MINIMUM STANDARDS FOR PROPERTY SURVEYS"

**HES** HELLAND ENGINEERING & SURVEYING, LTD.  
 1107 Technology Parkway  
 Cedar Falls, Iowa 50613-6955  
 (319)-266-0161

**SHEET 1 OF 2**

● SET NO. 4 REBAR X 24" LONG w/ORANGE PLASTIC CAP #16264 (00') RECORDED AS FILE NAME: 14-262-MINOR PLAT-REPLAT.DWG  
 SCALE: 1" = 100' PROJECT #14-262 DRAWN BY: JPH  
 OPC PLASTIC CAP (O=ORANGE, R=RED, Y=YELLOW)



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.  
*Jeffrey P. Helland* 7/31/18  
 Jeffrey P. Helland  
 License Number 16264  
 My license renewal date is December 31, 2019.  
 All pages or sheets are covered by this seal except:

**PLAT OF SURVEY OF "PINNACLE RIDGE 2nd MINOR SUBDIVISION PLAT" REPLAT OF PARCELS "M" AND "N" "PINNACLE RIDGE MINOR SUBDIVISION PLAT" CEDAR FALLS, BLACK HAWK COUNTY, IOWA FOR KBKR INVESTMENTS LLC**

**THIS PLAT REPRESENTS A SURVEY OF LOT 1 "PINNACLE RIDGE 2nd MINOR SUBDIVISION PLAT"**

That part of Parcel "N" per "Pinnacle Ridge Minor Plat" recorded in Number 2018-14912 in the Office of the Black Hawk County Recorders Office, City of Cedar Falls, Black Hawk County, Iowa, described as follows:

Beginning at the Southeast corner of said Parcel "N", being the Southeast corner of Lot No. 19 in "Pinnacle Ridge First", being a found 1/2" rebar with license #16264;

thence along the South line of said Parcel "N" South 83°07' West 95.45 feet to the Southwest corner of said Lot No. 19, point being a found 1/2" rebar with license #16264;

thence along the West line of said Lot No. 19 North 01°22 1/4' West a distance of 157.55 feet to the Northwest corner of said Lot No. 19, point being a found 1/2" rebar with license #16264;

thence along the North line of said Lot No. 19 Easterly 32.6 feet along a curve concave Northerly having a radius of 530.0 feet, a central angle of 3°31 1/2' and a long chord of North 79°08 3/4' East 32.6 feet to a found 1/2" rebar with license #16264;

thence along the North line of said Lot No. 19 Easterly 63.42 feet along a curve concave Southerly having a radius of 470.0 feet, a central angle of 7°43 3/4' and a long chord of North 81°14 3/4' East 63.35 feet to the Northeast corner of said Lot No. 19, point being a found 1/2" rebar with license #16264;

thence along the East line of said Lot No. 19 South 01°22 1/4' East a distance of 161.9 feet to the point of beginning.

Containing 15,250 sq. ft.

Subject to restrictions, easements, covenants, ordinances, and limited access provisions of record and not of record.

Note: The West line of Lot No. 21 in said "Pinnacle Ridge First" is assumed to bear North 01°22' West for this description.

(Lot No. 1 is formerly know as Lot No. 19 "Pinnacle Ridge First")

**THIS PLAT REPRESENTS A SURVEY OF LOT 2 "PINNACLE RIDGE 2nd MINOR SUBDIVISION PLAT"**

That part of Parcel "N" and Parcel "M" per "Pinnacle Ridge Minor Plat" recorded in Number 2018-14912 in the Office of the Black Hawk County Recorders Office, City of Cedar Falls, Black Hawk County, Iowa, described as follows:

Beginning at the Southeast corner of Lot No. 20 in "Pinnacle Ridge First", being a found 1/2" rebar with license #16264;

thence along the South line of said Parcel "N" and Parcel "M" South 83°07' West 75.4 feet to a found 1/2" rebar with license #6505;

thence along the South line of said Parcel "M" South 88°56 3/4' West a distance of 19.95 feet to the Southwest corner of said Lot No. 20, point being a found 1/2" rebar with license #16264;

thence along the West line of said Lot No. 20 North 01°22 1/4' West a distance of 160.0 feet to the Northwest corner of said Lot No. 20, point being a found 1/2" rebar with license #16264;

thence along the North line of said Lot No. 20 North 88°56 3/4' East a distance of 20.85 feet to found 1/2" rebar with license #16264;

thence along the North line of said Lot No. 20 Easterly 74.37 feet along a curve concave Northerly having a radius of 530.0 feet, a central angle of 8°02 1/4' and a long chord of North 84°55 3/4' East 74.3 feet to the Northeast corner of said Lot No. 20, point being a found 1/2" rebar with license #16264;

thence along the East line of said Lot No. 20 South 01°22 1/4' East a distance of 157.55 feet to the point of beginning.

Containing 15,040 sq. ft.

Subject to restrictions, easements, covenants, ordinances, and limited access provisions of record and not of record.

Note: The West line of Lot No. 21 in said "Pinnacle Ridge First" is assumed to bear North 01°22' West for this description.

(Lot No. 2 is formerly know as Lot No. 20 "Pinnacle Ridge First")

**THIS PLAT REPRESENTS A SURVEY OF LOT 3 "PINNACLE RIDGE 2nd MINOR SUBDIVISION PLAT"**

That part of Parcel "M" per "Pinnacle Ridge Minor Plat" recorded in Number 2018-14912 in the Office of the Black Hawk County Recorders Office, City of Cedar Falls, Black Hawk County, Iowa, described as follows:

Beginning at the Southwest corner of Lot No. 21 in "Pinnacle Ridge First", being a found 1/2" rebar with license #6505;

thence along the West line of said Parcel "M" also being the West line of said Lot No. 21 North 01°22' West a distance of 160.0 feet to the Northwest corner of said Lot No. 21, point being a found 1/2" rebar with license #16264;

thence along the North line of said Lot No. 21 North 88°56 3/4' East a distance of 95.1 feet to the Northeast corner of said Lot No. 21, point being a found 1/2" rebar with license #16264;

thence along the East line of said Lot No. 21 South 01°22 1/4' East a distance of 160.0 feet to the Southeast corner of said Lot No. 21, point being a found 1/2" rebar with license #16264;

thence along the South line of said Lot No. 21 South 88°56 3/4' West a distance of 95.15 feet to the point of beginning. Containing 15,220

sq. ft.

Subject to restrictions, easements, covenants, ordinances, and limited access provisions of record and not of record.

Note: The West line of Lot No. 21 in said "Pinnacle Ridge First" is assumed to bear North 01°22' West for this description.

(Lot No. 3 is formerly know as Lot No. 21 "Pinnacle Ridge First")

Dates of Survey: 10/14/2016 & 01/23/2018

UNADJUSTED ERROR OF CLOSURE:

BOUNDARY: LESS THAN 1 IN 10,000

LOTS: LESS THAN 1 IN 5,000

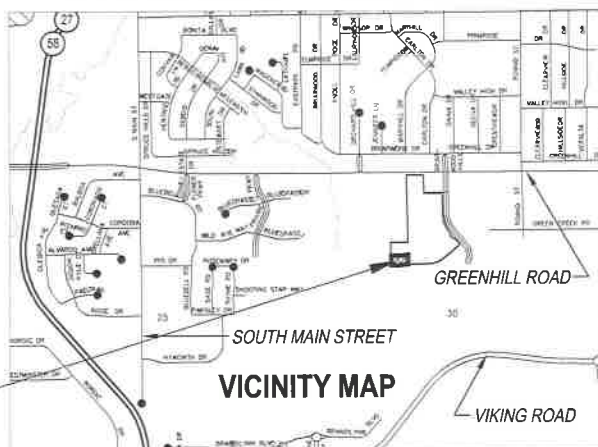
AREA OF ADDITION:

1.04 ACRES

FLOOD PLAIN:

NOT IN FLOOD PLAIN (UNSHADED ZONE X)

FIRM 19013C0281F, JULY 18, 2011



**"PINNACLE RIDGE 2nd MINOR SUBDIVISION"**



HELLAND ENGINEERING & SURVEYING, LTD.  
1107 Technology Parkway  
Cedar Falls, Iowa 50613-6955  
(319)-266-0161

SHEET 2 OF 2

● SET NO. 4 REBAR X 24" LONG w/ORANGE PLASTIC CAP #16264 (00') RECORDED AS FILE NAME: 14-262-MINOR PLAT-REPLAT.DWG  
SCALE: N/A PROJECT #14-262 DRAWN BY: JPH  
OPC PLASTIC CAP (O=ORANGE, R=RED, Y=YELLOW)

PLAT OF SURVEY  
OF  
"PINNACLE RIDGE 2nd MINOR SUBDIVISION PLAT"  
REPLAT OF PARCELS "M" AND "N"  
"PINNACLE RIDGE MINOR SUBDIVISION PLAT"  
CEDAR FALLS, BLACK HAWK COUNTY, IOWA FOR  
KBKR INVESTMENTS LLC



OWNER'S STATEMENT OF RESTRICTIONS  
FOR  
PINNACLE RIDGE 2<sup>ND</sup> MINOR SUBDIVISION PLAT,  
A REPLAT OF PARCELS "M" AND "N"  
"PINNACLE RIDGE MINOR SUBDIVISION PLAT"  
CEDAR FALLS, BLACK HAWK COUNTY, IOWA

KNOW ALL MEN BY THESE PRESENTS:

That KBKR Investments, LLC, an Iowa limited liability company, with its principal office in Cedar Falls, Iowa, is the owner of the following legally described real estate:

Parcels "M" and "N" in "Pinnacle Ridge Minor Subdivision Plat", City of Cedar Falls, Black Hawk County, Iowa,

and being desirous of selling and dividing said real estate into three separate lots upon approval of this Pinnacle Ridge 2<sup>nd</sup> Minor Subdivision Plat, by the City of Cedar Falls, does hereby submit the following statement of proposed easements and restrictions:

EASEMENTS

The undersigned do hereby grant and convey to the City of Cedar Falls, Iowa, its successors and assigns, and to any private corporation, firm or person furnishing utilities for the transmission and/or distribution of water, sanitary sewer, gas, electricity, communication service or cable television, perpetual easements for the erection, laying building and maintenance of said services over, across, on and/or under the property as shown on the attached minor plat.

All recorded easements affecting the property prior to this platting shall be recognized as continuing in effect and service and shall not be considered rescinded by this platting.

RESTRICTIONS

1. All lots in shall be governed by the zoning ordinances of the City of Cedar Falls, Black Hawk County, Iowa, and all buildings thereon shall meet the minimum restrictions of said zoning ordinances.
2. No further subdivisions of the property will be allowed unless the subdivision of the property is approved by the City of Cedar Falls, Iowa.
3. Setbacks for the property are more particularly shown on the Minor Plat.
4. Landscaping, fences, and driveways are permitted in the easement areas located on the Minor Plat, but if any work by the City was required in the said easement areas, the expense of removing and replacing whatever was existing in said easement area would be the

**Item G.2.d.**

expense of the owner of the Lot. Notwithstanding the above, no building, fence, landscaping and private garden structure(s) or any obstruction can be built in or over said drainage easements.

5. No individual mailboxes are allowed in this subdivision; a cluster-style mailbox system, approved by the United States Postal Service, shall be installed by the developer.

SIGNED and DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2018

KBKR Investments, LLC

\_\_\_\_\_  
By: Kevin Harberts  
Its: Manager

STATE OF IOWA, BLACK HAWK COUNTY: ss

On this \_\_\_\_ day of \_\_\_\_\_, 2018, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Kevin Harberts, Manager of KBKR Investments, LLC, to me known as the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed on behalf of KBKR Investments, LLC.

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



DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613
Phone: 319-273-8600
Fax: 319-273-8610
www.cedarfalls.com

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor James P. Brown and City Council
FROM: David Sturch, Planner III
DATE: August 1, 2018
SUBJECT: Highway 1 District Site Plan Review – Raising Cane’s

REQUEST: Request to approve a Highway-1 District Site Plan for a new restaurant on Viking Plaza Drive

PETITIONER: Reed Design Architects; CGA Engineering

LOCATION: East Viking Plaza Lot 1. West end of Viking Plaza Drive

PROPOSAL

It is proposed to establish a 3,300 square foot restaurant at the southeast corner of Viking Road and Highway 58. This lot is located at the west end of Viking Plaza Drive on the north side of the road.

BACKGROUND

The “Target” retail commercial development area (East Viking Plaza Addition) was established in early 2008. The plat established the main development areas for the Target store and other retail stores (Scheels, Michaels, etc.). Several “out-lots” were established near Viking Road with the original plat. Recent developments in these outlots includes the Culvers restaurant and strip mall at the east end of Viking Plaza Drive. Lot 1 is the western-most out-lot in front of (north of) Target, on the south side of Viking Road. Viking Plaza Drive is the only access into this lot.

ANALYSIS

The property is zoned HWY-1, Highway Commercial District. The HWY-1 District permits a wide range of commercial uses generally intended to serve the travelling public or a large population service base. The Viking Road area has developed into a commercial corridor since 1998.

The developer submitted a site plan for a new restaurant on Lot 1 of the East Viking Plaza Addition. The Planning and Community Services Division have the following comments regarding the proposed development site plan:

- 1) Proposed Use: The restaurant is a permitted use in the HWY-1 District. Use permitted.

## Item G.2.e.

- 2) Setbacks: The setbacks apply to the building, parking lot and signage. The HWY-1 District requires a 20-foot setback around the perimeter of the "district" and 20 feet along the public streets. Since the perimeter of this lot is on the west side and public streets are along the north and south, the 20-foot setback applies to this property. There are no internal setbacks along the east lot line. The site plan depicts parking lot setback along the north lot line is 28 feet; 31 feet from the west lot line; 20 feet from the south lot line and 10 feet from the east lot line.

The proposed building is situated approximately 100 feet from the north lot line; 91 feet from the west lot line; 132 feet from the south lot line and 94 feet from the east lot line. The plan does not include a freestanding sign. The proposed restaurant will utilize some signage space on the existing tenant sign for the entire development. **Setbacks satisfied.**

- 3) Parking: The parking requirement must be calculated for the restaurant building. A standard fast food restaurant requires 1 parking stall for every 100 square feet of gross floor area, plus one additional parking stall for every two employees. The drive-up window on the east side of the building requires five stacking spaces. The proposed restaurant is approximately 3,300 square feet in area for a total of 33 parking stalls. The site plan illustrates the installation of 64 parking stalls including three handicap stalls, which exceeds the minimum requirement. Parking stall dimensions are provided (9' x 21') with driveway aisle widths are 24 feet. **Parking requirement satisfied.**

- 4) Open Space: The property is in the HWY-1 commercial district. The entire property is also located in the highway corridor and greenbelt (HGC) overlay zoning district. The overlay will dictate the open space and landscaping requirements for this project. The HGC requires a 25% of the total lot area be reserved in open green space. In this case the lot contains approximately 1.67 acres of land (72,745 ft<sup>2</sup>) which yields to 18,186 square feet of open space. The site plan identifies approximately 18,406 ft<sup>2</sup> of open space or 25% of the lot. **Open green space satisfied.**

- 5) Landscaping: The HGC requires landscape plantings at the rate of 0.03 points per square foot of the total development site ( $0.03 \times 72,745 \text{ ft}^2$ ) = **2,182 basic site landscaping points**. These points can be made up with any combination of trees, conifers and shrubbery and distributed throughout the site, parking areas and along the street. To calculate the number of "street trees", the formula is 0.75 points per linear foot of street frontage. In this case, the property has 184 feet of street frontage along Viking Road, 200 feet along Highway 58 and 260 feet along Viking Plaza Drive. This equates to 644 feet of street frontage or eight (8) street trees at 80 points each. In addition to these points, landscaping must also be provided to satisfy "parking lot landscaping." The **parking area** landscaping requirement is one tree for every 15 parking stalls or 2,500 square feet of hard surface parking area. If the one tree for every 15 stalls ratio is applied, the total tree planting for this parking lot would be  $64/15$  stalls = **4 trees**.

A landscaping plan has been submitted for this project which includes a combination of trees, conifers, and bushes for a total of **2,895 points**. There are street trees identified on the site plan along all roadways and internal trees adjacent to the parking stalls in order to provide shade and visual relief. Additional trees and shrubs are identified around the building and drive-up lane. **Landscaping requirement satisfied.**

- 6) Sidewalks: Sidewalks are identified along the street frontage and to the proposed building. There will be a sidewalk connection from Viking Plaza Drive to the west side of the building. Internal sidewalks are identified around the front and west side of the building.
- 7) Building Design: The HWY-1 District requires a design review for new buildings and building expansions. The intent of the HWY-1 District is to ensure that all buildings are architecturally compatible to other surrounding structures within the HWY-1 District. Therefore, the only guidance for design review comes from other building elements in the HWY-1 District as opposed to a list of design guidelines. The analysis below describes the design of the proposed retail center and how it relates to its surrounding structures in the district:

- a) ***Proportion:*** *The relationship between the width and height of the front elevations of adjacent buildings shall be considered in the construction or alteration of a building; the relationship of width to height of windows and doors of adjacent buildings shall be considered in the construction or alteration of a building.*

The scale and height of this restaurant is in harmony with the other out buildings on Viking Plaza Drive and Brandilynn Boulevard. These buildings are single story restaurants and strip malls. The “big box” retail structures are typically taller in height yet still remain as single story buildings.

The design of the building includes windows on the front (north) and west side of the building. These are the customer seating areas of the restaurant and the drive-up windows are on the east side of the building. There are no windows on the south side due to the kitchen and employee space inside the building.

The building is located in the middle of the lot, similar to the other retail/restaurants in the outlots.

- b) ***Roof shape, pitch, and direction:*** *The similarity or compatibility of the shape, pitch, and direction of roofs in the immediate area shall be considered in the construction or alteration of a building.*

The roof line of the proposed restaurant is flat with intermittent horizontal lines for each section of the building. The proposed restaurant has a parapet wall across the front of the building and around the east and west sides of the building. There are other buildings in the HWY-1 District that have “complete” parapet walls and ones with partial parapet walls. It has been the past practice for similar buildings of this scope that the roof top mechanical units be screened in some fashion. This type of roof design is similar to other buildings in the surrounding HWY-1 District.

- c) ***Pattern:*** *Alternating solids and openings (wall to windows and doors) in the front facade and sides and rear of a building create a rhythm observable to viewers. This pattern of solids and openings shall be considered in the construction or alteration of a building.*

A pattern of exterior materials and color is found on all sides of the proposed building. Windows are located on the north and west side of the building for the customer seating areas. The plan shows a large glass overhead window between the inside dining area

## Item G.2.e.

and the outdoor patio. There are two drive-up windows on the east side. A brick wainscot is included on all sides with the brick pattern covering the northeast and south east corner of the building. The entries on the north and west side and drive-up windows are off set from the rest of the facade and painted with a different color from the rest of the building. There is a brick soldier course paving band and a stucco band across the top of the windows to create a pattern around the building. Again, this is a common design for the other buildings in this HWY-1 District.

- d) **Materials and texture:** *The similarity or compatibility of existing materials and textures on the exterior walls and roofs of buildings in the immediate area shall be considered in the construction or alteration of a building. A building or alteration shall be considered compatible if the materials and texture used are appropriate in the context of other buildings in the immediate area.*

The primary materials used on the building are stucco, brick and steel. As previously mentioned, there is a brick wainscot around the building topped with a cast stone ledge. Additional brick materials cover the north wall east of the front door and the back employee entry. The top of the façade will be capped with a metal trim. Steel awnings will cover the front and side door, windows and drive-up lane.

- e) **Color:** *The similarity or compatibility of existing colors of exterior walls and roofs of buildings in the area shall be considered in the construction or alteration of a building.*

The color of the proposed restaurant includes white, gray, tan and brown. Portions of the building include exposed steel for the trim and canopies. The colors used in this proposed retail center are found on the other buildings in this HWY-1 district.

- f) **Architectural features:** *Architectural features, including but not limited to, cornices, entablatures, doors, windows, shutters, and fanlights, prevailing in the immediate area, shall be considered in the construction or alteration of a building. It is not intended that the details of existing buildings be duplicated precisely, but those features should be regarded as suggestive of the extent, nature, and scale of details that would be appropriate on new buildings or alterations.*

Architectural features include control joints in the stucco with banding to provide a visual relief on the facade. Additional elements include exposed metal awnings, decorative lights, stone sills provide a nice design in the building. The depth of each facade includes protruding front and side entrances with a mixture of color and materials.

The Raising Cane's restaurant creates their brand in the design of the building, as do other chain restaurants. The design for the proposed building is similar in color, materials, proportion/scale and features with other commercial buildings in this HWY-1 commercial district. **Overall, the proposed restaurant represents a fairly attractive building that is compatible to the other commercial building in the HWY-1 District.**

- 8) **Trash Dumpsters:** There is a trash enclosure located at the southwest corner of the property. A dumpster enclosure plan was submitted that includes an 8' brick wall to match the materials on the building with metal panels for gates. There will be a hot and cold water

service inside the trash enclosure for cleaning purposes. **Dumpster enclosure plan is acceptable.**

- 9) Storm Water Management: A storm water management plan will be reviewed by City Engineering Division staff. An area wide stormwater detention basin is located behind the Scheels building. The storm water runoff will be collected on the site and transferred to the area wide detention basin.
- 10) Lighting Plan: While not required by the HWY-1 District requirements, a general lighting plan has been submitted and appears to be satisfactory. The lighting plan includes 4 double headed led fixtures off each corner of the building mounted on a 20-foot tall square pole. **The lighting plan is acceptable.**
- 11) Signage: The HWY-1 District permits wall signs to cover 20% of the surface area of any one wall space. However, no more than two wall faces can be utilized for signage in the HWY-1 District. Freestanding signs are to be reviewed on a case by case basis by the Commission and City Council. It is the intent of the HWY-1 District to limit the size, height and number of on-premise free-standing signage. The maximum allowable sign height of any free standing sign is 40 feet. No single use is allowed more than one 40 foot sign. The maximum allowable square footage for all free standing signs combined is 250 sq. ft. It is recommended, though not required, that signs located in the yard nearest the adjacent roadway be limited to a maximum height of 25 feet above the surface of the roadway or 40 feet, whichever is less.

A signage plan is included on the design of the building. Wall signage is identified on the north and west side of the building. The restaurant will utilize the existing multi-tenant sign at the entrance into the development and along Highway 58. There will be no freestanding sign on this site. **Signage plan satisfied.**

#### TECHNICAL COMMENTS

City technical staff, including Cedar Falls Utilities (CFU) personnel, have few comments on the proposed item. All basic utility services are available to the site. The developer is required to provide all utility services to the building and must coordinate those improvements with CFU personnel.

#### PLANNING & ZONING COMMISSION SUMMARY

Vote 7/25/2018 Chair Oberle introduced the item and Mr. Sturch provided background information. This development includes the construction of a new 3,300 square foot restaurant for the Raising Cane's franchise located at the southeast corner of Viking Road and Highway 58. He summarized the site plan, building design, parking arrangement, sidewalk connections, and landscaping/open space for this project.

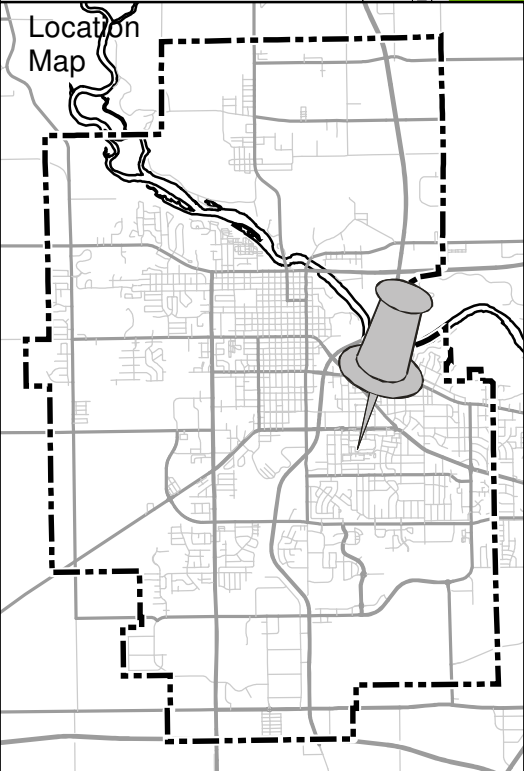
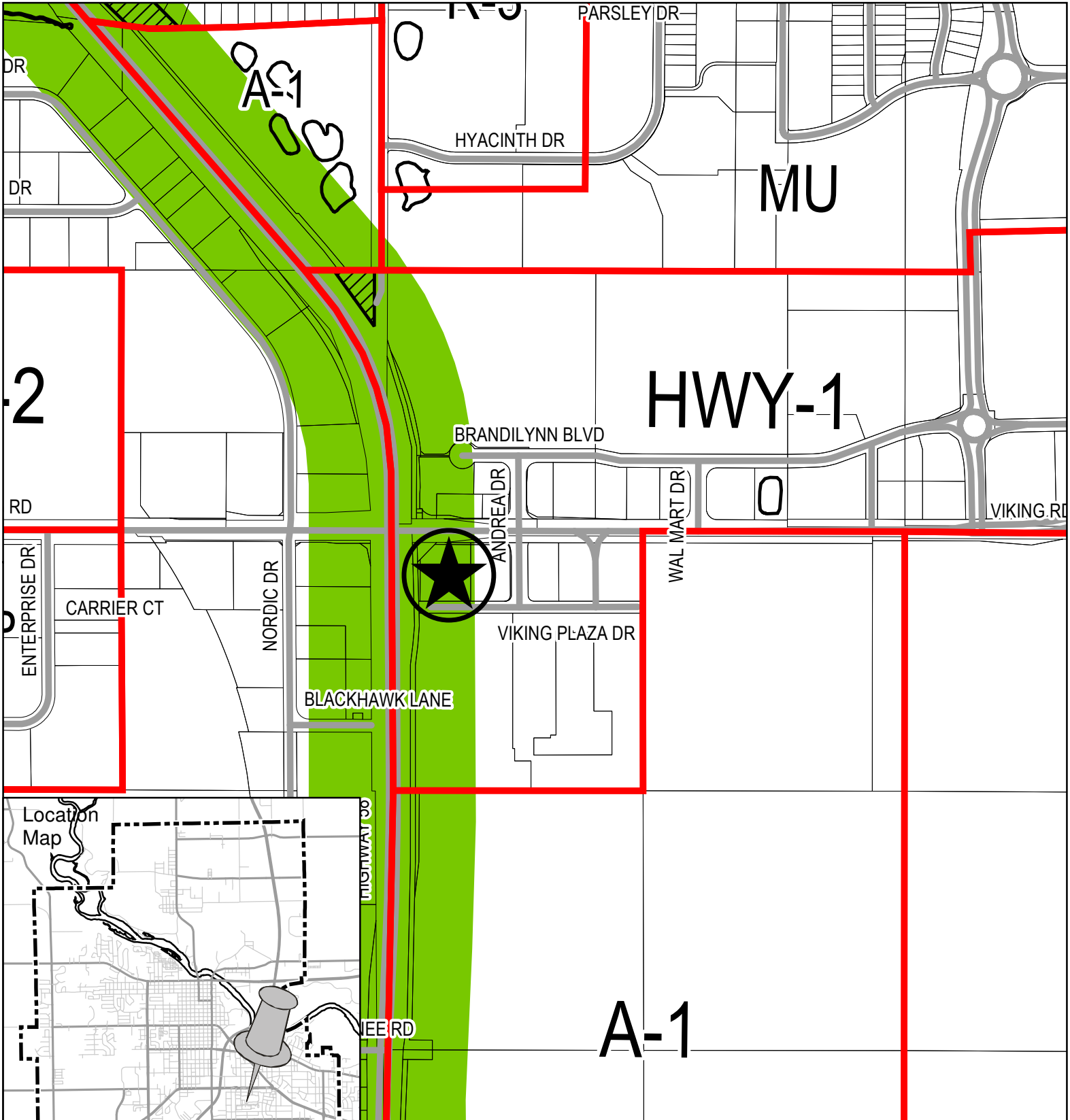
There were no comments by the Commission. The Commission recommended approval of the Raising Cane's development site plan.

#### STAFF RECOMMENDATION

The Community Development Department recommends approval of the Raising Cane's restaurant site plan.







CEDAR



FALLS -229-

Iowa

HWY -1 Site Plan Review for  
Raising Cane's Restaurant

ERD SCHEME 1



Front View

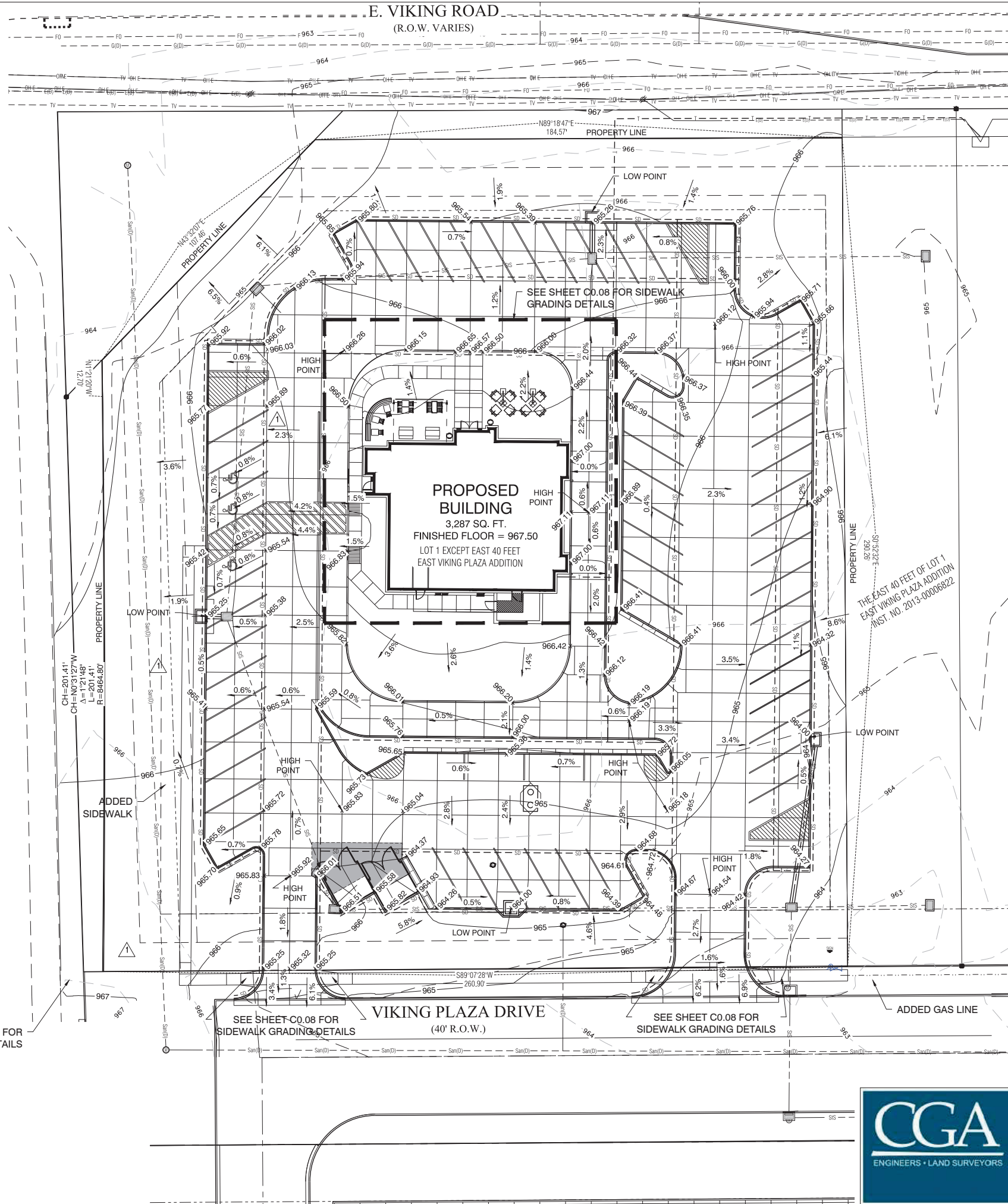
(PROTOTYPE 1)



SEE SHEET C0.08 FOR SIDEWALK GRADING DETAILS



GRAPHIC SCALE



Store: **RAISING CANE'S**  
**OUTLOT 1**  
**Viking Plaza Dr.**  
**Cedar Falls, IA 50613**  
**Prototype 1 ERD**  
**Store SHV 12**  
Professional of Record: DARYL ALBERTSON

DATE: 06-08-2018  
Designer's Information:



Prototype Issue Date:  
Date Issued: June 8th, 2018

**FOR PERMIT**

Revisions:

1	7/13/2018	ADDENDUM #1

Sheet Title:  
**GRADING COORDINATION**  
**SITE PLAN**

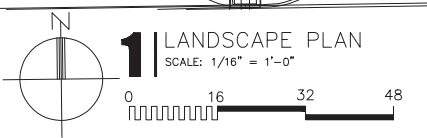
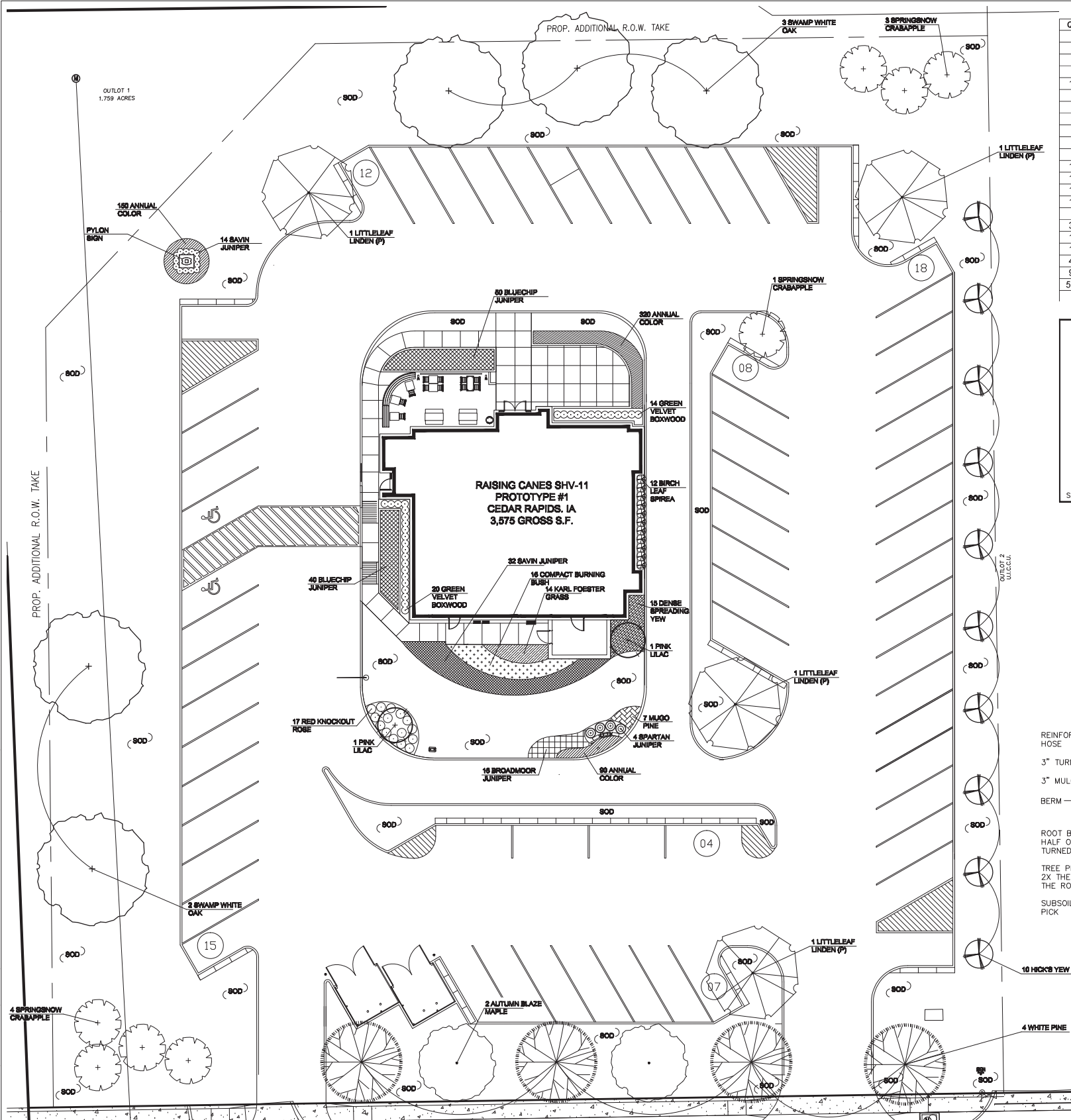
June 8th, 2018  
Project Number:  
Drawn By:

Sheet Number:



**C0.04**

Plotted By: Faernano Sheet: Khs Layout: D-Size Layout: May 27, 2018 08:03:19pm C:\Documents and Settings\Faernano\Desktop\CAD 2016-17\RC SHV-11 Cedar Falls IA\02 L1.0 05-27-2018 RC SHV-11 Cedar Falls IA Landscape plan 2.dwg



Plant Schedule RC# SHV-11 Cedar Falls IA 50613 . 05/27/2018							
Qty	Common Name	Botanical Name	Size	Planting	Remarks	Ea.	Points
5	Swamp White Oak	Quercus bicolor	2"	as shown	Full, container grown	80	400 Provided
8	Spring Snow Crabapple	Malus x 'Spring Snow'	1.5" x 8' ht	as shown	Full, container grown	30	240 Required
4	White Pine	Pinus strobus	6' ht +	as shown	Full, container grown	80	320
10	Hick's Yew	Taxus x media 'Hicksii'	5'	as shown	Full, container grown	40	400
2	Red Maple 'Autumn Blaze'	Acer x freemanii 'Jeffsred'	2"	as shown	Full, container grown	80	160
							1120 Provided
							1101 Required
Development Points (2% of Site Area)							
4	Littleleaf Linden	Tilia cordata	2"	as shown	Full, container grown		
2	Pink Lilac	Syringa vulgaris	1"	as shown	Tree form, Full, container grown		
4	Spartan Juniper	Juniperus sabina	5'	as shown	Full, container grown		
12	Birchleaf Spirea	Spiraea betulifolia 'Tor'	24" ht	@ 20" o.c.	Full, container grown		
16	Broadmoor Juniper	Juniperus sabina 'Broadmoor'	5 gal	@ 22" o.c.	Full, container grown		
16	Compact Burning Bush	Euonymus alatus compactus	5 gal	as shown	Full, container grown		
15	Dense Spreading Yew	Taxus x media 'Densiformis'	5 gal	@ 20" o.c.	Full, container grown		
7	Dwarf Mugo Pine	Pinus mugo	5 gal	as shown	Full, container grown		
34	Green Velvet Boxwood	Buxus 'Green Velvet'	5 gal	as shown	Full, container grown		
14	Karl Foester Grass	Calamagrostis x acutiflora 'Karl Foester'	5 gal	as shown	Full, container grown		
17	Knockout Rose Red	Rosa spp. Red Knockout	5 gal	as shown	Full, container grown		
46	Savin Juniper	Juniperus sabina	5 gal	@ 22" o.c.	Full, container grown		
90	Bluechip Juniper	Juniperus horizontalis 'Blue Chip'	1 gal	@ 20" o.c.	Full, container grown		
560	Annual Color	Seasonal choice	4" pot	@ 8" o.c.	Full, container grown		

I hereby certify that the portion of this technical submission described below was prepared by me or under my direct supervision and responsible charge. I am a duly registered architect under the laws of the state of Iowa.

Printed or typed name \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Pages or sheets covered by this seal: XXXX

XXXX

XXXX

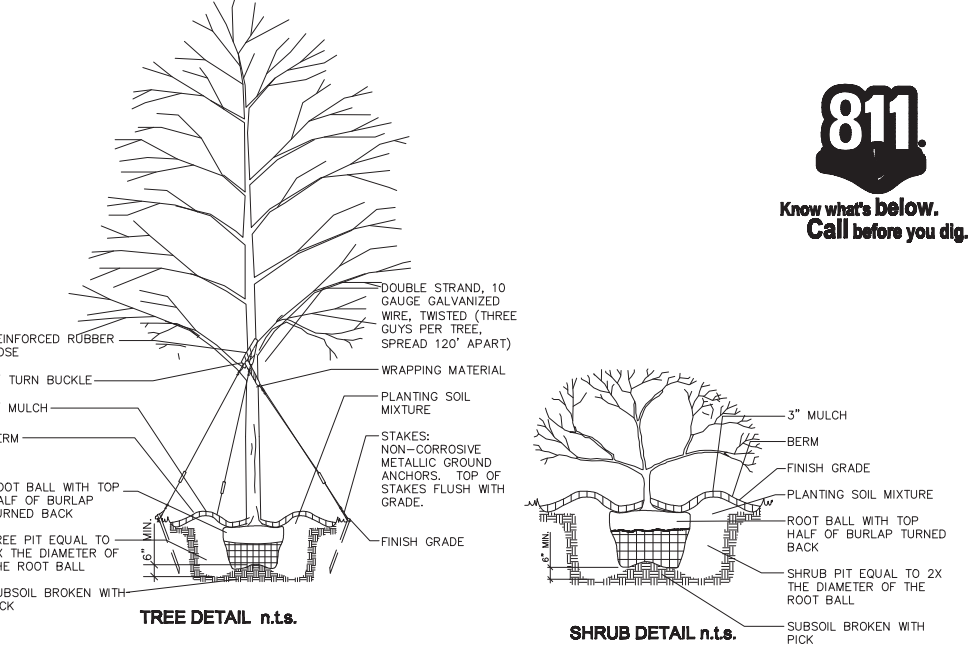
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Seal: \_\_\_\_\_ Date expires: \_\_\_\_\_ Date issued: \_\_\_\_\_

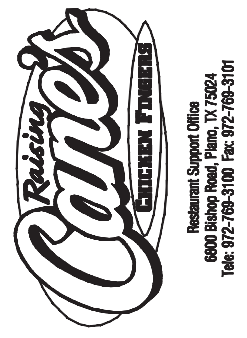
**LANDSCAPE CALCULATIONS** 5/27/2018

RC SHV-11 Cedar Falls IA 50613

- Landscaping Open Area S.F. \_\_\_\_\_
  - A. Development Area: 55,062.00 (not including setbacks)
  - B. Landscape Open Area: 5,506.20 (10% Required)
  - C. Landscape Open Area Provided: 29,168.00 (53%)
- Landscape Site Points
  - A. Development Area: 55,062.00 S.F. (not including setbacks %) 1,101.24 Pts.
  - B. Parking Area: 52 Parking Spaces (parking spaces / 15) 4 Trees Required
  - C. Street Points: 505 Feet
  - Hwy 58 + Viking Plaza Dr. 379 Pts.



- LANDSCAPE NOTES:**
- INSTALL 4" MIN. TOP SOIL TO ALL SOD AND SEED AREAS. CONTRACTOR IS RESPONSIBLE FOR FINE GRADING OF SOD AND SEED AREAS. REMOVE STONES, STICKS, AND DEBRIS LARGER THAN 1".
  - ALL SHRUB AREAS, UNLESS SPECIFIED AS OTHER, TO BE BED MULCHED WITH 3" DEPTH OF PARTIALLY DECOMPOSED HARDWOOD MULCH OVER WEED BARRIER.
  - PLANTING SOIL SHALL CONSIST OF 50% SELECT LOAMY TOPSOIL, 25% PEAT MOSS, 25% PIT RUN SAND.
  - GUARANTEE ALL WORK FOR A PERIOD OF ONE YEAR BEGINNING AT THE DATE OF ACCEPTANCE. MAKE ALL REPLACEMENTS PROMPTLY AS PER DIRECTION OF OWNER.
  - MATERIAL SHALL COMPLY WITH THE LATEST EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK, AMERICAN ASSOCIATION OF NURSERYMEN.
  - WATER AND MAINTAIN ALL PLANT MATERIALS, SEED AND SOD UNTIL INITIAL ACCEPTANCE.
  - REPAIR AT NO COST TO OWNER ALL DAMAGE TO PROPERTY RESULTING FROM LANDSCAPE WORK.
  - CALL 811 TO NOTIFY UTILITY COMPANY FOR LOCATING ALL UNDERGROUND UTILITIES. AVOID DAMAGE TO UTILITIES DURING THE COURSE OF THE WORK. REPAIR ANY DAMAGE TO UTILITIES, SITE STRUCTURES, ETC., RESULTING FROM LANDSCAPE CONSTRUCTION.
  - COORDINATE INSTALLATION WITH WORK OF OTHER SECTIONS.
  - STAKING AND BUYING OF TREES PER NATIONAL NURSERYMAN STANDARDS.
  - SWEEP AND WASH ALL PAVED SURFACES AND REMOVE ALL DEBRIS RESULTING FROM LANDSCAPE OPERATIONS.
  - FIELD VERIFY SOD LIMITS PRIOR TO INSTALLATION.
  - UNDERGROUND IRRIGATION SYSTEM PLANS DESIGNED BY A LICENSED IRRIGATOR WILL BE SUBMITTED WITH THE BUILDING PERMIT APPLICATION.
  - CONTRACTOR SHALL PROVIDE A MINIMUM 2% SLOPE AWAY FROM ALL STRUCTURES.



Store: **RAISING CANES OUTLOT 1**  
**Viking Plaza Dr.**  
**Cedar Falls, IA 50613**  
**Prototype 1 ERD**  
**Store SHV 11**

Professional of Record: **TRENTON L. REED**

DATE: **06-08-2018**  
 Designer's Information:



Prototype Issue Date: \_\_\_\_\_  
 Date Issued: **June 08, 2018**

**FOR PERMIT**

Revisions:

No.	Description

Sheet Title: **Planting Plan**

Date: **June 08, 2018**  
 Project Number: \_\_\_\_\_  
 Drawn By: **CCC / FJS 05/29/2018**

Sheet Number: \_\_\_\_\_

**L1.0**

**Item G.2.e.**



**1** FRONT ELEVATION  
3/16" = 1'-0"



**-233-**  
SIDE ENTRY ELEVATION  
1/8" = 1'-0"



**3** REAR ELEVATION  
3/16" = 1'-0"



**4** DRIVE THRU ELEVATION  
3/16" = 1'-0"



**1** Material 1  
Balden Roman Brick  
Medium Range, Iron Spot (Smooth)  
3-5/8" x 1-5/8" x 21-5/8"  
Horizontal Joints: Weathered Struck  
Vertical Joints: Flush  
Mortar Color: Latitecote 27 "Hemp"



**2** Material 2  
Stucco  
Dryvit Honey Twist  
Applied Over Portland  
Cement Stucco



**3** Material 3  
Stucco  
Dryvit Oyster Shell  
Applied Over Portland  
Cement Stucco



**4** Material 4  
Stucco  
Dryvit Mountain Fog  
Applied Over Portland  
Cement Stucco



**5** Material 5  
Steel Fabrications  
Canopies and Trim  
Raw Steel Sandblasted with  
Clear-Coat Finish



**5** MATERIAL LEGEND  
1/12" = 1'-0"



Restaurant Support Office  
6800 Bishop Road, Plano, TX 75024  
Tele: 972-769-3100 Fax: 972-769-3101

Prototype Issue Date: 10/19/2017

Store:  
**Raising Cane's**  
Address, City, State ZIP  
Prototype 1  
Store #OPT. 2

Designer's Information:  
**CSRS**  
IMAGINE SHAPE DELIVER  
6767 Perkins Road Suite 200 Baton Rouge, LA 70808  
Telephone: 225 769-0546 Fax: 225 767-0060  
www.csronline.com

Set Control Information: (ARCH use only)

Initial Setup Date:

CSRS Project Manager: Author

**FOR REVIEW**

Professional of Record:

Sheet Revisions: (sheet specific per Designer)

#	Date	Description

Sheet Title:  
**EXTERIOR ELEVATION**

Project Number:

Drawn By:

Sheet Number:

**Item G.2.e.**

**A4.0**





**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*

**TO:** Honorable Mayor James P. Brown and City Council  
**FROM:** David Sturch, Planner III  
**DATE:** August 1, 2018  
**SUBJECT:** W. 1<sup>st</sup> Street Reconstruction Project - Property Acquisitions  
 Project # RC-000-3118  
 State Project # STP-57-2(28)-2C-07

The City of Cedar Falls is working with the Iowa Department of Transportation on the reconstruction to W. 1<sup>st</sup> Street from Hudson Road to the Center/Franklin Street intersection. The project is in the final design phase, acquisitions of the necessary right of way needs are underway to meet the DOT and City's funding years for construction. The utilities and other infrastructure work will be started early next year. The road construction will take place in 2019-2020. This project includes a total reconstruction of the roadway from a four lane to a five lane facility. The project identifies the need for total acquisitions from three (3) properties and partial acquisitions from 68 properties.

Appraisals and offers are gradually being sent to the properties affected by this corridor reconstruction project. The owners of the following properties have accepted our offer.

Parcel #	Owner	Address	Acquisition Type
30	Crazy to Quilt Shop	707 W. 1 <sup>st</sup> Street	Temporary Easement
41	NSA II, LLC (Metro Mart)	103 Franklin Street	Partial Acquisition Temporary Easement
42	Bendable Equities LLC	Vacant Property (SE Corner of W. 1 <sup>st</sup> and Tremont Street)	Partial Acquisition Temporary Easement
43	James Kenyon (Cedar Valley Vet Center)	506 W. 1 <sup>st</sup> Street	Partial Acquisition Temporary Easement
49	J and M Bodensteiner LLC	714 W. 1 <sup>st</sup> Street	Total Acquisition
55	Carmen Nimmo	904 W. 1 <sup>st</sup> Street	Partial Acquisition Temporary Easement
56	DT Rentals LLC	908 W. 1 <sup>st</sup> Street	Partial Acquisition Temporary Easement
60	Bradley Schultz	930 W. 1 <sup>st</sup> Street	Partial Acquisition Temporary Easement
64	HCC Properties LLC	1116 W. 1 <sup>st</sup> Street	Partial Acquisition Temporary Easement
68	David Johnson	1216 W. 1 <sup>st</sup> Street	Partial Acquisition Temporary Easement

## Item G.2.f.

Attached is a map that identifies the location of these properties.

The City will use federal funds for the design and right of way portion of this project. Per an agreement with the DOT approved on August 7, 2017, the city will be the lead in property acquisition and design. All eligible project costs will be split 50% City and 50% DOT which includes engineering, right of way, construction and construction administration. The city signed an agreement with Snyder and Associates on September 5, 2017 for these services. Funds for this project are identified in the Cedar Falls Capital Improvements Program in FY18 and FY20 under item number 91.

Staff recommends that the City Council state their support in the form of a resolution approving the acquisitions of these properties for the W. 1<sup>st</sup> Street reconstruction project and authorize the Mayor to execute the agreements.

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

xc:     Stephanie Sheetz, Director  
          Jon Resler, City Engineer





-237- land Dr



Item G.2.f.



Prepared by: Snyder and Associates – 2727 SW Snyder Blvd. P.O. Box 1159, Ankeny, IA 50023  
Return to: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

**OWNER'S TEMPORARY GRADING EASEMENT FOR CONSTRUCTION**

This instrument is made this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by Crazy to Quilt Shop, LLC, owner(s) (hereinafter referred to as GRANTOR(S)) of the following described property:

See Attached Exhibit

WHEREAS, the owner(s) in fee simple of the real property known and described as set out above is the GRANTOR(S), and

WHEREAS, the City of Cedar Falls (hereinafter referred to as GRANTEE) proposes to grade, shape and seed improvements upon a portion of the above real property owned by the GRANTOR(S), and

WHEREAS, the GRANTOR(S) has agreed to grant to the GRANTEE, a Temporary Grading Easement for Construction for the purpose of grading, shaping and seeding, if applicable, upon a portion of the real property of the GRANTOR(S), for consideration of \$1.00 and other valuable consideration duly paid and acknowledged. It is agreed the temporary easement granted herein shall terminate upon completion of the Project and final acceptance of public improvements by the City Council.

THEREFORE, for the above consideration, the GRANTOR(S) hereby grants unto the GRANTEE the Easement and rights described below:

See Attached Temporary Grading Easement for Construction Exhibit,

which Easement and rights shall be binding upon the GRANTOR(S).

GRANTEE agrees to restore the easement area in a timely manner including, but not limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, upon completion of the construction or repairs.

**Item G.2.f.**

Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

**Crazy to Quilt Shop, LLC**

Lydia Hunt 6/29/18  
Name/Title Date

Janette L Moravec 6/29/18  
Name/Title Date

- 1. For an acknowledgment in a representative capacity:

State of Iowa

County of Black Hawk

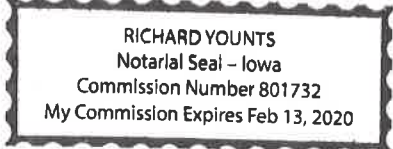
This record was acknowledged before me on June 29, 2018 (Date)

by Elizabeth Wehrmacher, Jeanette Moravec Name(s) of individual(s)

as officers (type of authority, such as officer or trustee)

of Richard Younts  
(name of party on behalf of whom record was executed).

[Signature]  
Signature of notarial officer



ACCEPTANCE OF EASEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Easement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2018.

CITY OF CEDAR FALLS, IOWA

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

ATTEST

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

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

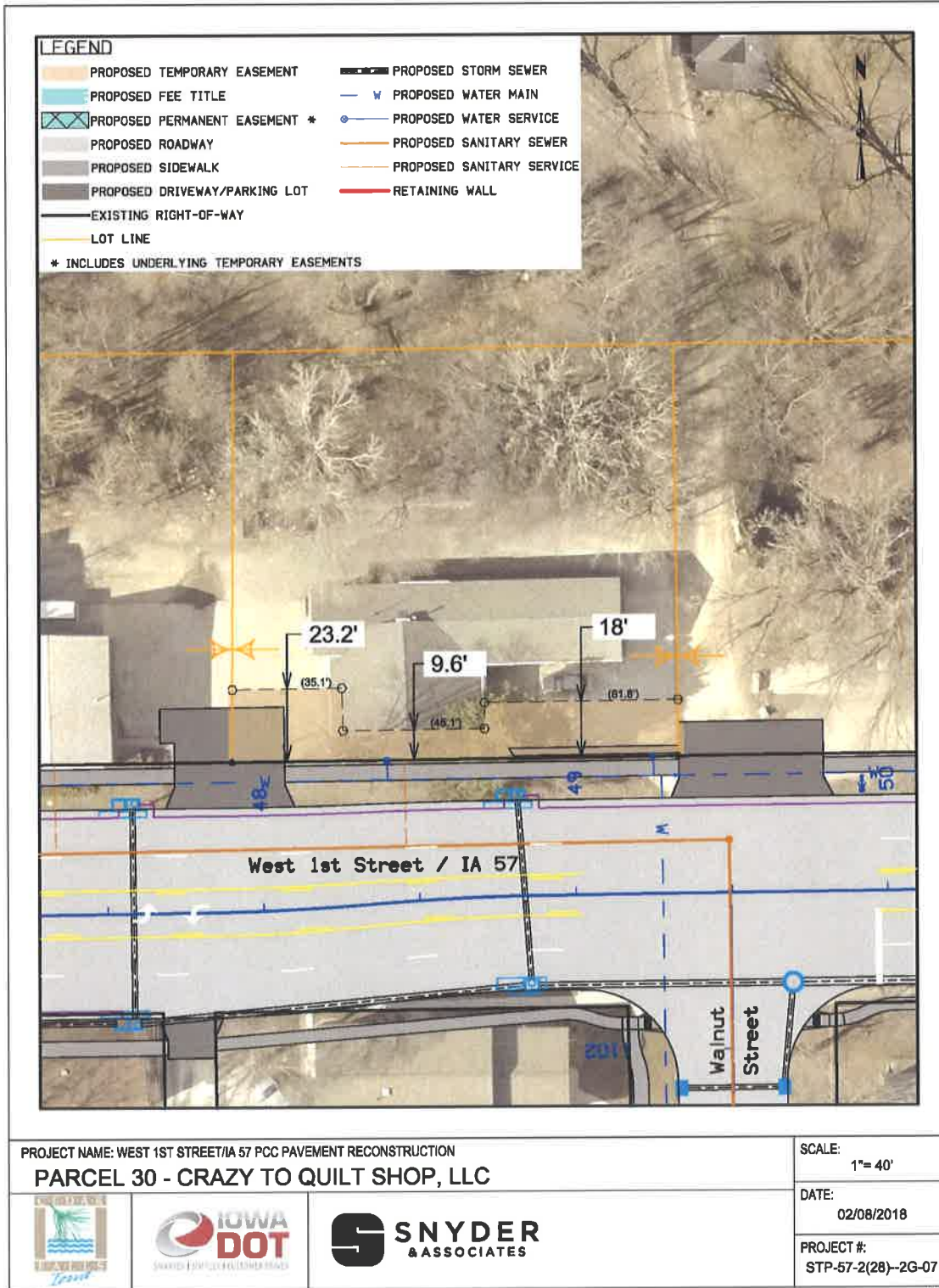
This instrument was acknowledged before me on \_\_\_\_\_, 2018, by James P. Brown, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

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

My Commission Expires:

\_\_\_\_\_

EXHIBIT



Prepared by: Snyder and Associates - 2727 SW Snyder Blvd. PO Box 1159, Ankeny, IA 50023  
For: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

(515) 964-2020  
(319)273-8600

**CITY OF CEDAR FALLS  
OWNER PURCHASE AGREEMENT**

PROPERTY ADDRESS: 707 W. 1<sup>st</sup> St. COUNTY TAX PARCEL NO.8914-12-101-012  
PARCEL NO. 30  
PROJECT NO. STP-57-2(28)-2C-07  
PROJECT NAME: West 1<sup>st</sup> St. / IA 57 PCC Pavement Reconstruction

THIS AGREEMENT entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between Crazy to Quilt Shop, LLC, Seller, and the City of Cedar Falls, Iowa, Buyer.

1. The Seller agrees to sell and furnish to the Buyer a warranty deed, permanent utility easement and temporary easement agreements, furnished by the Buyer, and the Buyer agrees to purchase the following real estate, or interest in real estate, hereinafter referred to as the premises, described as follows: **See Attached Exhibits**

Temporary Easement  
See attached

and which include the following improvements of whatever type situated on the premises:

\_\_\_\_\_.

2. The premises include the estates, rights, titles and interests, including easements, as are described herein. Seller consents to any change of grade of the street or highway which is adjacent to the premises, and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from the Buyer for all claims per the terms of this agreement and discharges the Buyer from liability because of this agreement and the construction of this public improvement project.
3. Possession of the premises is the essence of this agreement and the Buyer may enter and assume full use and enjoyment of the premises in accordance with the terms of this agreement. The Seller grants the Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. When Buyer has paid Seller the payment amount described in the following paragraph, and when Seller has executed and delivered a warranty deed/permanent easement agreement/ and/or temporary easement agreement(s) [strike inapplicable provisions], conveying title, or an interest in title, to the premises to Seller, as described in this agreement, Buyer shall then be entitled to immediate possession of the premises.

4. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title, or an

# Item G.2.f.

interest in title, as provided in this agreement, and to surrender physical possession of the premises as shown on or before the dates listed below.

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>6,060.28</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>6,065.00</u>	TOTAL LUMP SUM	

BREAKDOWN:      ac. = acres      sq. ft. = square feet

Land by Fee Title	_____ sq. ft.	\$ _____
Permanent Utility Easement	_____ sq. ft.	\$ _____
Temporary Easement	<u>2,378</u> sq. ft.	\$ <u>4,185.28</u>
Miscellaneous/Other <u>Bushes</u>	_____	\$ <u>1,875.00</u>
Buildings		\$ _____
Severance Damages		\$ _____

5. Seller also agrees to execute a Temporary Grading Easement for Construction, a copy of which is attached hereto. Any portion of the premises served by the above project shall be graded, shaped and seeded, if applicable, upon completion of the project by Buyer. The Temporary Construction Easement shall terminate upon completion of the project.
6. The Seller warrants that there are no tenants on the premises holding under lease except: NONE.
7. This agreement shall apply to and bind the legal successors in interest of the Seller, and the SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession, as required by Section 427.2 of the Code of Iowa, and agrees to warrant good and sufficient title.

Names and address of lienholders are: Crazy to Quilt Shop, LLC – 707 W. 1<sup>st</sup> St. Cedar Falls, IA 50613

8. Each page and each attachment is by this reference made a part hereof and the entire agreement consists of 5 pages.
9. The Buyer may include mortgagees, lien holders, encumbrances and taxing authorities as payees on warrants as payment on the agreement. If this agreement involves a total taking, SELLER WILL furnish and deliver to the City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613, an abstract of title to be updated, if requested by City. The abstract continued to date, or a title report obtained by the City if this agreement does not involve a total taking, must show merchantable title to the premises vested in Seller. Buyer agrees to pay the cost of any abstract continuation. SELLER AGREES to obtain court approval of this agreement, if requested by the Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to the Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.



- 10. If the Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of the Seller.
- 11. This written agreement and the attachments together constitute the entire agreement between the Buyer and the Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein. This agreement is subject to the approval of the Cedar Falls City Council.
- 12. The Seller shall have five years from the date of settlement to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

**Crazy to Quilt Shop, LLC**  
*[Signature]* co-owner 6/29/18  
 Name/Title Date

*[Signature]* 6/29/18  
 Name/Title Date

1. For an acknowledgment in an individual capacity:

State of \_\_\_\_\_

County of \_\_\_\_\_

This record was acknowledged before me on \_\_\_\_\_

\_\_\_\_\_ (Date) by \_\_\_\_\_

\_\_\_\_\_  
Name(s) of individual(s).

\_\_\_\_\_  
Signature of notarial officer

**Item G.2.f.**

2. For an acknowledgment in a representative capacity:

**Crazy to Quilt Shop, LLC**

State of Iowa

County of Black Hawk

This record was acknowledged before me on June 29<sup>th</sup> 2018

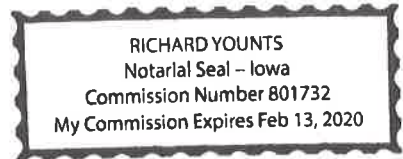
(Date) by Richard Younts

Name(s) of individual(s) as Elizabeth Wehrmacher (officer)

Jeanette Moravel (officer) (type of authority, such as officer or trustee)

of Richard Younts  
(name of party on behalf of whom record was executed) .

[Signature]  
Signature of notarial officer



**BUYER'S APPROVAL**

By: \_\_\_\_\_  
James P. Brown, Mayor (date)

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC (date)  
City Clerk















**MUNICIPALITIES ACKNOWLEDGMENT**

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

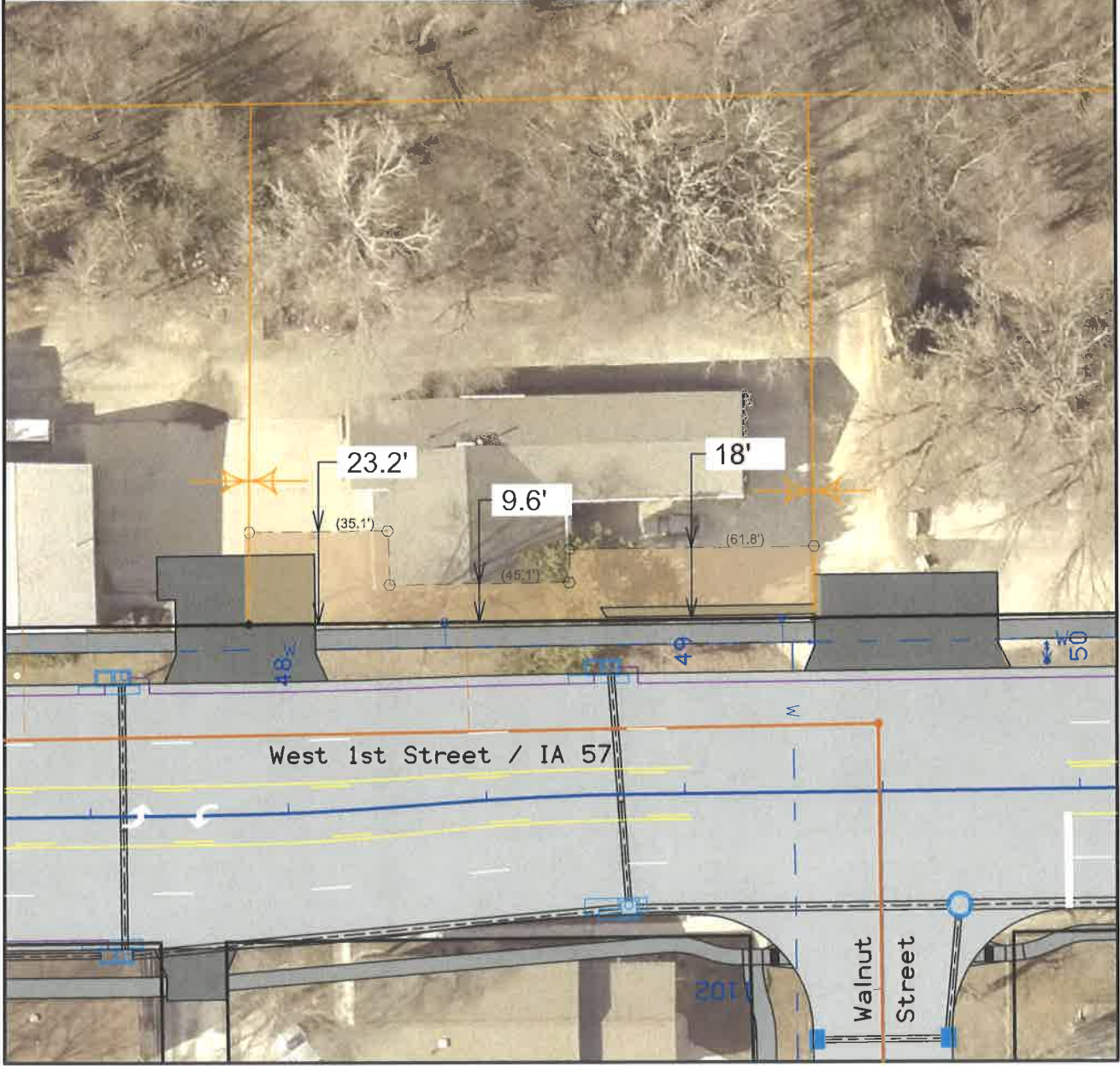
This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, by James P. Brown, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

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

**LEGEND**

 PROPOSED TEMPORARY EASEMENT	 PROPOSED STORM SEWER
 PROPOSED FEE TITLE	 PROPOSED WATER MAIN
 PROPOSED PERMANENT EASEMENT *	 PROPOSED WATER SERVICE
 PROPOSED ROADWAY	 PROPOSED SANITARY SEWER
 PROPOSED SIDEWALK	 PROPOSED SANITARY SERVICE
 PROPOSED DRIVEWAY/PARKING LOT	 RETAINING WALL
 EXISTING RIGHT-OF-WAY	
 LOT LINE	

\* INCLUDES UNDERLYING TEMPORARY EASEMENTS



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION  
 PARCEL 30 - CRAZY TO QUILT SHOP, LLC

SCALE: 1"= 40'  
 DATE: 02/08/2018  
 PROJECT #: STP-57-2(28)--2G-07



SM, TRPV, &  
 SPENTILL, &  
 SRAE, TRAM, &

#FILED #  
 #DATE #  
 #SHEET #

# Item G.2.f.

Prepared by: Snyder and Associates - 2727 SW Snyder Blvd. PO Box 1159, Ankeny, IA 50023 (515) 964-2020  
For: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613 (319)273-8600

## CITY OF CEDAR FALLS OWNER PURCHASE AGREEMENT

PROPERTY ADDRESS: 103 Franklin St. COUNTY TAX PARCEL NO.8914-12-177-008  
PARCEL NO. 41  
PROJECT NO. STP-57-2(28)-2C-07  
PROJECT NAME: West 1<sup>st</sup> St. / IA 57 PCC Pavement Reconstruction

THIS AGREEMENT entered into this 1st day of May, 2018, by and between NSA II, LC, Seller, and the City of Cedar Falls, Iowa, Buyer.

1. The Seller agrees to sell and furnish to the Buyer a warranty deed, permanent utility easement and temporary easement agreements, furnished by the Buyer, and the Buyer agrees to purchase the following real estate, or interest in real estate, hereinafter referred to as the premises, described as follows: **See Attached Exhibits**

FEE Acquisition  
See attached

Temporary Easement  
See attached

and which include the following improvements of whatever type situated on the premises:

\_\_\_\_\_.

2. The premises include the estates, rights, titles and interests, including easements, as are described herein. Seller consents to any change of grade of the street or highway which is adjacent to the premises, and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from the Buyer for all claims per the terms of this agreement and discharges the Buyer from liability because of this agreement and the construction of this public improvement project.
3. Possession of the premises is the essence of this agreement and the Buyer may enter and assume full use and enjoyment of the premises in accordance with the terms of this agreement. The Seller grants the Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. When Buyer has paid Seller the payment amount described in the following paragraph, and when Seller has executed and delivered a warranty deed/permanent easement agreement/ and/or temporary easement agreement(s) [strike inapplicable provisions], conveying title, or an interest in title, to the premises to Seller, as described in this agreement, Buyer shall then be entitled to immediate possession of the premises.
4. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title, or an

interest in title, as provided in this agreement, and to surrender physical possession of the premises as shown on or before the dates listed below.

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>5,558.52</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>5,560.00</u>	TOTAL LUMP SUM	

BREAKDOWN:      ac. = acres      sq. ft. = square feet

Land by Fee Title	<u>189</u>	sq. ft.	<u>\$ 2,079.00</u>
Permanent Utility Easement		sq. ft.	<u>\$ _____</u>
Temporary Easement	<u>1,977</u>	sq. ft.	<u>\$ 3,479.52</u>
Miscellaneous/Other			<u>\$ _____</u>
Buildings			<u>\$ _____</u>
Severance Damages			<u>\$ _____</u>

5. Seller also agrees to execute a Temporary Grading Easement for Construction, a copy of which is attached hereto. Any portion of the premises served by the above project shall be graded, shaped and seeded, if applicable, upon completion of the project by Buyer. The Temporary Construction Easement shall terminate upon completion of the project.
6. The Seller warrants that there are no tenants on the premises holding under lease except: Metro Mart #3 /Sinclair.
7. This agreement shall apply to and bind the legal successors in interest of the Seller, and the SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession, as required by Section 427.2 of the Code of Iowa, and agrees to warrant good and sufficient title.

Names and address of lienholders are: NSA II, LC – P.O. Box 66 Waterloo, IA 50704

8. Each page and each attachment is by this reference made a part hereof and the entire agreement consists of 7 pages.
9. The Buyer may include mortgagees, lien holders, encumbrances and taxing authorities as payees on warrants as payment on the agreement. If this agreement involves a total taking, SELLER WILL furnish and deliver to the City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613, an abstract of title to be updated, if requested by City. The abstract continued to date, or a title report obtained by the City if this agreement does not involve a total taking, must show merchantable title to the premises vested in Seller. Buyer agrees to pay the cost of any abstract continuation. SELLER AGREES to obtain court approval of this agreement, if requested by the Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to the Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.

# Item G.2.f.

10. If the Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of the Seller.
11. This written agreement and the attachments together constitute the entire agreement between the Buyer and the Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein. This agreement is subject to the approval of the Cedar Falls City Council.
12. The Seller shall have five years from the date of settlement to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

NSA II, LC

<u>[Signature]</u>	<u>Palisade 6/27/18</u>	_____	_____
Name/Title	Date	Name/Title	Date

1. For an acknowledgment in an <sup>REPRESENTATIVE</sup> individual capacity:

State of Iowa

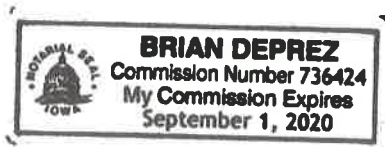
County of Black Hawk

This record was acknowledged before me on 6-27-18

(Date) by MAP ANDERS,

PRINCIPAL, NSA II, L.C.  
Name(s) of individual(s).

[Signature]  
Signature of notarial officer



**BUYER'S APPROVAL**

By: \_\_\_\_\_  
James P. Brown, Mayor (date)

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC (date)  
City Clerk

**MUNICIPALITIES ACKNOWLEDGMENT**

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, by James P. Brown, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

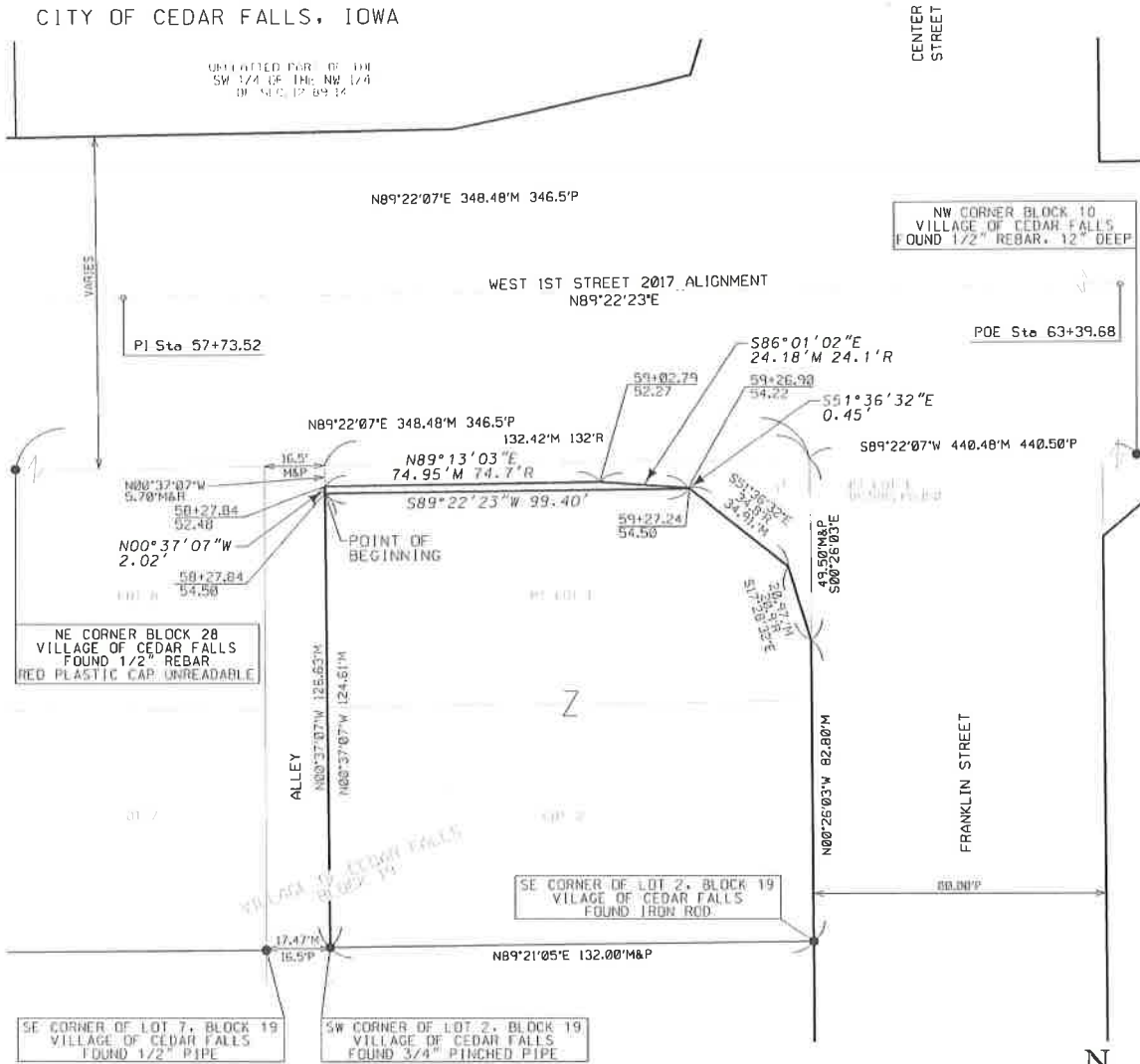
\_\_\_\_\_  
Notary Public in and for the State of Iowa

# Item G.2.f.

## IOWA DEPARTMENT OF TRANSPORTATION ACQUISITION PLAT EXHIBIT "A"

COUNTY BLACK HAWK STATE CONTROL NO. \_\_\_\_\_  
 PROJECT NO. STP-57-2(28)-2C-07 PARCEL NO. 41  
 SECTION 12 TOWNSHIP 89 NORTH RANGE 14 WEST  
 ROW-FEE 189 S.F. AC, EASE \_\_\_\_\_ AC EXCESS-FEE \_\_\_\_\_ AC  
 ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ MAIN LINE \_\_\_\_\_ SIDE \_\_\_\_\_  
 ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ SIDE ROAD \_\_\_\_\_ SIDE \_\_\_\_\_  
 ACQUIRED FROM N.S.A. II, L.L.C.

CITY OF CEDAR FALLS, IOWA



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

*Terry Coady* 2-18-2018  
 TERR COADY DATE:  
 License number 18643  
 My License Renewal Date is December 31, 2019  
 Pages covered by this seal: \_\_\_\_\_  
 EXHIBIT "A" ONLY



- ▲ FOUND SECTION CORNER
- FOUND RIGHT OF WAY RAIL
- FOUND IDOT ALUM. CAP (UNLESS OTHERWISE NOTED)



DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 41

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

THE FEE SIMPLE TITLE GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

A PART OF LOT 1 OF, BLOCK 19, VILLAGE OF CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

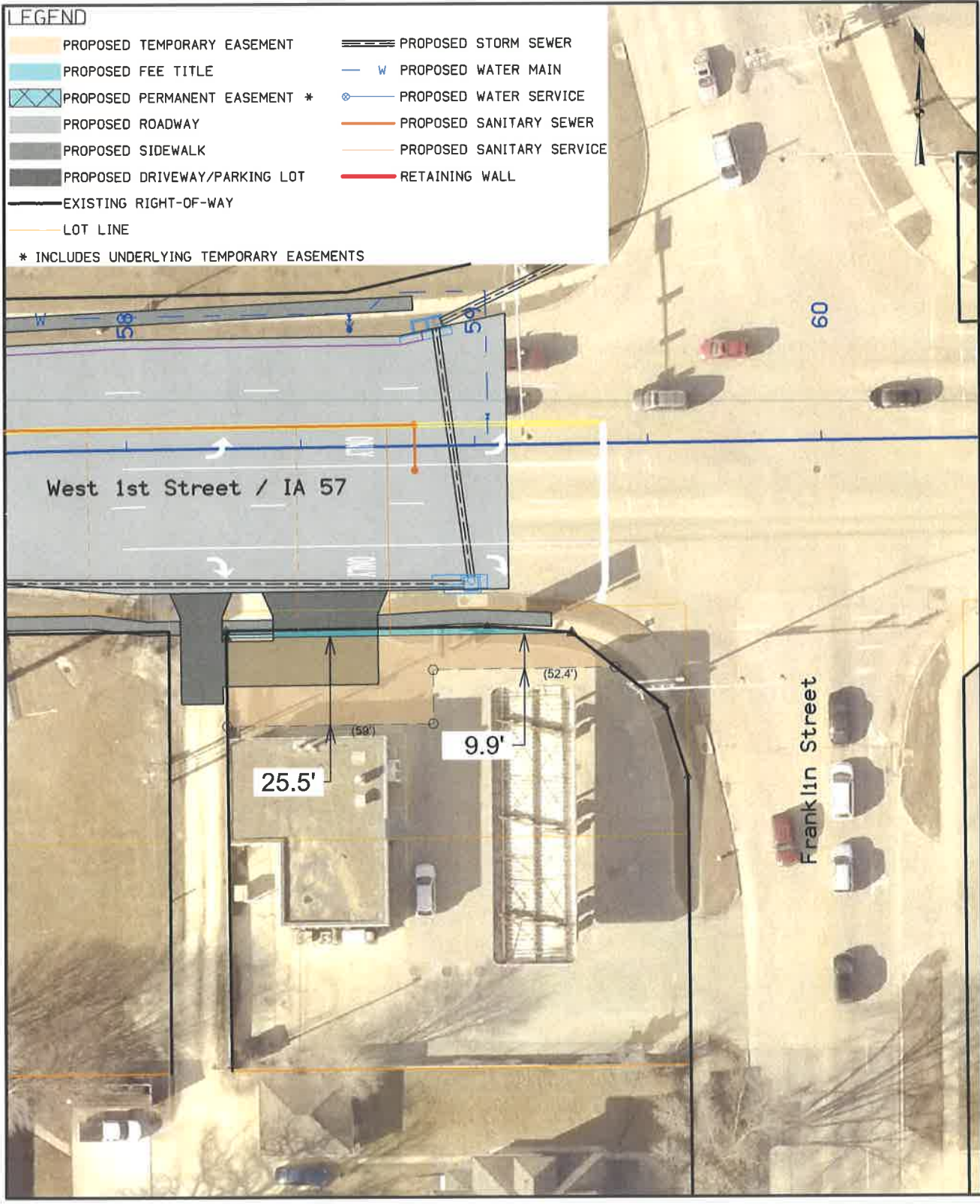
COMMENCING AT THE SOUTHWEST CORNER OF LOT 2 OF SAID BLOCK 19, VILLAGE OF CEDAR FALLS; THENCE NORTH 00°37'07" WEST ALONG THE WEST LINE OF SAID LOT 2 AND ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 124.61 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°37'07" WEST ALONG SAID WEST LINE OF LOT 1, A DISTANCE OF 2.02 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST FIRST STREET; THENCE NORTH 89°13'03" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 74.95 FEET; THENCE SOUTH 86°01'02" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 24.18 FEET; THENCE SOUTH 51°36'32" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 0.45 FEET; THENCE SOUTH 89°22'23" WEST, 99.40 FEET TO THE POINT OF BEGINNING AND CONTAINING 189 S.F.

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTE:

THE NORTH LINE OF BLOCKS 17 AND 19 OF VILLAGE OF CEDAR FALLS ASSUMED TO BEAR NORTH 89°22'07" EAST.

# Item G.2.f.



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION

PARCEL 41 - N S A II, LC

SCALE:  
1" = 40'

DATE:  
02/08/2018

PROJECT #:  
STP-57-2(28)--2G-07



#PLTDRVL  
#PENTBLG  
#SHEETNAME

#FILE#  
#DATE#  
#USER#

Prepared by: Snyder and Associates – 2727 SW Snyder Blvd. P.O. Box 1159, Ankeny, IA 50023  
Return to: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

**OWNER'S TEMPORARY GRADING EASEMENT FOR CONSTRUCTION**

This instrument is made this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by NSA II, LC, owner(s) (hereinafter referred to as GRANTOR(S)) of the following described property:

See Attached Exhibit

WHEREAS, the owner(s) in fee simple of the real property known and described as set out above is the GRANTOR(S), and

WHEREAS, the City of Cedar Falls (hereinafter referred to as GRANTEE) proposes to grade, shape and seed improvements upon a portion of the above real property owned by the GRANTOR(S), and

WHEREAS, the GRANTOR(S) has agreed to grant to the GRANTEE, a Temporary Grading Easement for Construction for the purpose of grading, shaping and seeding, if applicable, upon a portion of the real property of the GRANTOR(S), for consideration of \$1.00 and other valuable consideration duly paid and acknowledged. It is agreed the temporary easement granted herein shall terminate upon completion of the Project and final acceptance of public improvements by the City Council.

THEREFORE, for the above consideration, the GRANTOR(S) hereby grants unto the GRANTEE the Easement and rights described below:

See Attached Temporary Grading Easement for Construction Exhibit,

which Easement and rights shall be binding upon the GRANTOR(S).

GRANTEE agrees to restore the easement area in a timely manner including, but not limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, upon completion of the construction or repairs.

Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

**Item G.2.f.**

NSA II, LC

[Signature], PARTNER 6/27/2018  
Name/Title Date

\_\_\_\_\_  
Name/Title Date

1. For an acknowledgment in a representative capacity:

State of IOWA

County of BLACK HAWK

This record was acknowledged before me on 6-27-2018 (Date)

by HAP ANDERS Name(s) of individual(s)

as PARTNER (type of authority, such as officer or trustee)

of NSA II, L.C.  
(name of party on behalf of whom record was executed).

[Signature]  
Signature of notarial officer

ACCEPTANCE OF EASEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Easement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

CITY OF CEDAR FALLS, IOWA

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

ATTEST

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

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

This instrument was acknowledged before me on \_\_\_\_\_, 2018, by James P. Brown, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

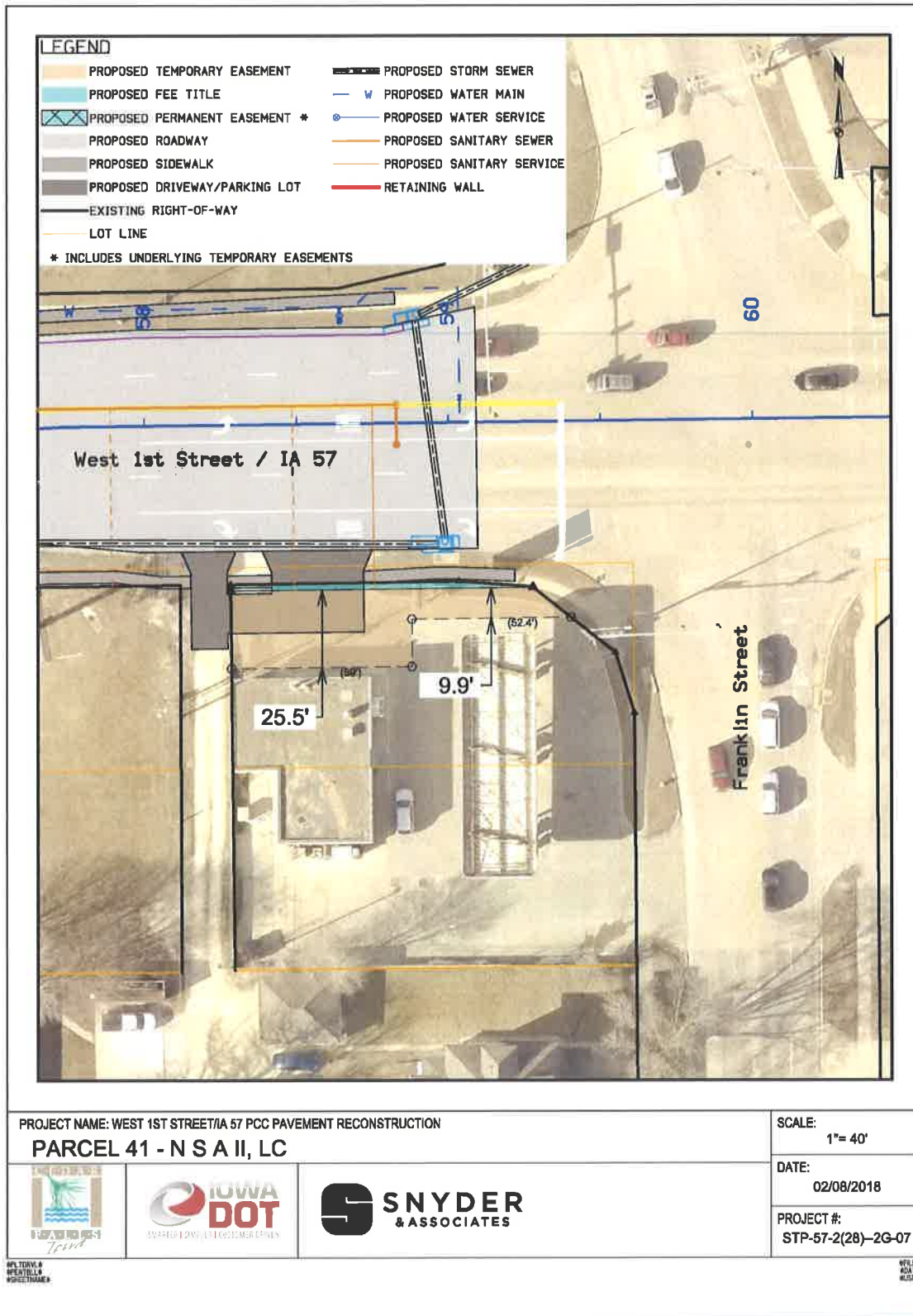
\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

# Item G.2.f.

## EXHIBIT





**WARRANTY DEED**  
THE IOWA STATE BAR ASSOCIATION  
Official Form No. 101  
**Recorder's Cover Sheet**

**Preparer Information:** Kevin Rogers, City Attorney, 220 Clay Street, Cedar Falls, IA 50613,  
Phone: (319) 243-2713

**Taxpayer Information:** N.S.A. II, LC –P.O. Box 66 Waterloo, IA 50704

**Return Document To:** City Clerk, City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

**Grantors:**  
N.S.A. II, LC

**Grantees:**  
State of Iowa

**Legal description:** See Page 2

**Document or instrument number of previously recorded documents:**

**Item G.2.f.**



**WARRANTY DEED**

For the consideration of One Dollar(s) and other valuable consideration, N.S.A II, LC, a Limited Liability Company, does hereby Convey to State of Iowa

Black Hawk County, Iowa: the following described real estate in

**See Attached Acquisition Plat**

This deed is exempt according to Iowa Code 428A.2(21).

Grantors do Hereby Covenant with grantees, and successors in interest, that grantors hold the real estate by title in fee simple; that they have good and lawful authority to sell and Convey the real estate; that the real estate is free and clear of all liens and encumbrances except as may be above stated; and grantors Covenant to Warrant and Defend the real estate against the lawful claims of all persons except as may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate. Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated on 6/27/2018.

N.S.A. II, LC

[Signature]  
Name/Title (Grantor)

\_\_\_\_\_  
Name/Title (Grantor)

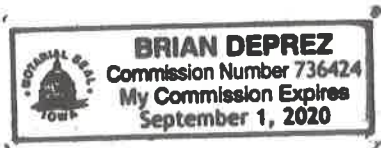
\_\_\_\_\_  
(Grantor)

\_\_\_\_\_  
(Grantor)

STATE OF IOWA, COUNTY OF BLACK HAWK

This record was acknowledged before me on 6-27-2018, by

HAP ANAGRS



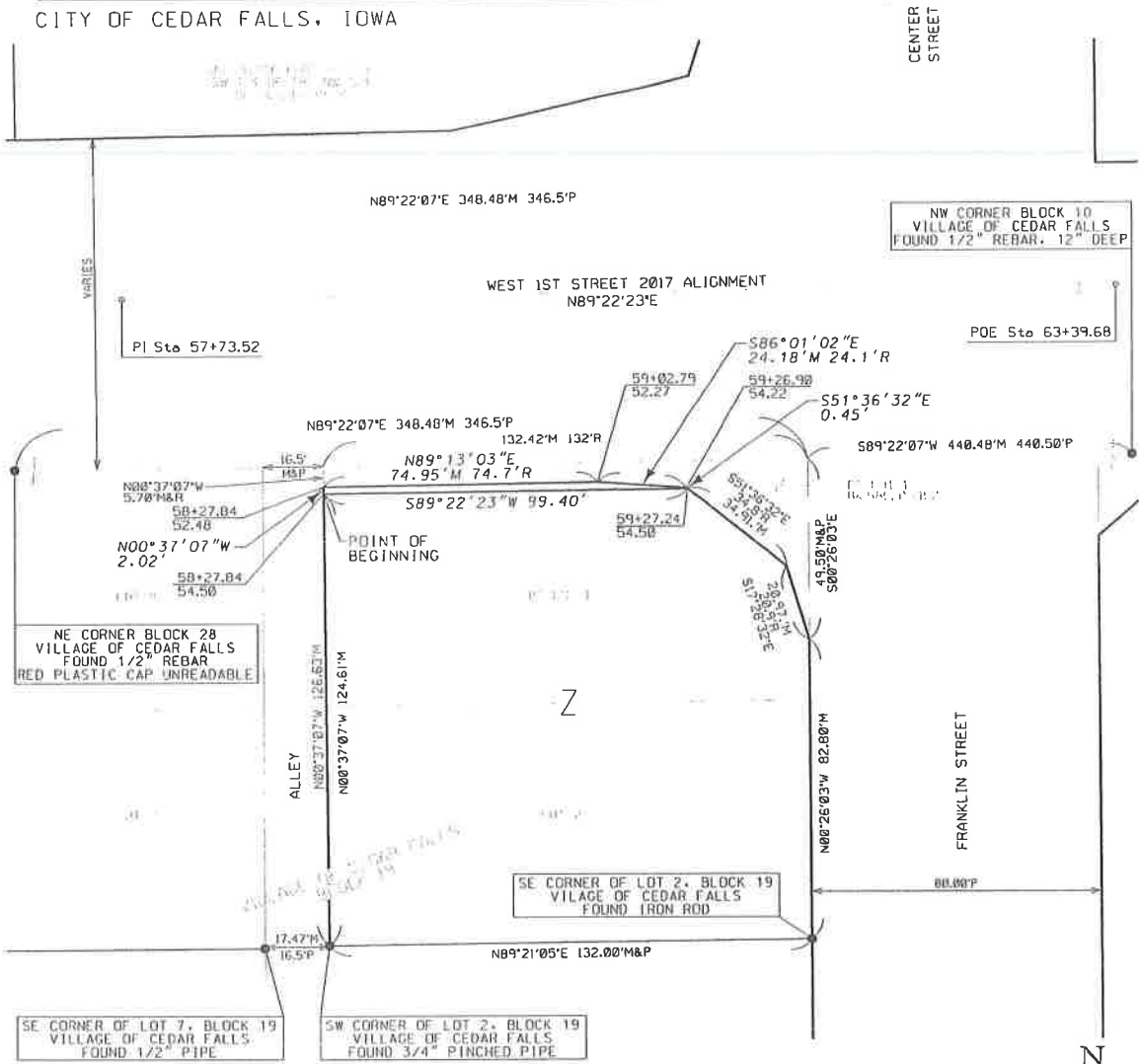
[Signature]  
Signature of Notary Public



IOWA DEPARTMENT OF TRANSPORTATION  
ACQUISITION PLAT  
EXHIBIT "A"

COUNTY BLACK HAWK STATE CONTROL NO. \_\_\_\_\_  
PROJECT NO. STP-57-2(28)--2C-07 PARCEL NO. 41  
SECTION 12 TOWNSHIP 89 NORTH RANGE 14 WEST  
ROW-FEE 189 S.F. X, EASE \_\_\_\_\_ AC EXCESS-FEE \_\_\_\_\_ AC  
ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ MAIN LINE \_\_\_\_\_ SIDE  
ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ SIDE ROAD \_\_\_\_\_ SIDE  
ACQUIRED FROM N.S.A. II, L.L.C.

CITY OF CEDAR FALLS, IOWA



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

*Terry Coady* 2-18-2018  
TERRY COADY DATE:  
License number 18643  
My License Renewal Date is December 31, 2019  
Pages covered by this seal: \_\_\_\_\_  
EXHIBIT "A" ONLY



- ▲ FOUND SECTION CORNER
- FOUND RIGHT OF WAY RAIL
- FOUND IDOT ALUM. CAP (UNLESS OTHERWISE NOTED)



# Item G.2.f.

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 41

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

THE FEE SIMPLE TITLE GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

A PART OF LOT 1 OF, BLOCK 19, VILLAGE OF CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 2 OF SAID BLOCK 19, VILLAGE OF CEDAR FALLS; THENCE NORTH 00°37'07" WEST ALONG THE WEST LINE OF SAID LOT 2 AND ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 124.61 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°37'07" WEST ALONG SAID WEST LINE OF LOT 1, A DISTANCE OF 2.02 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST FIRST STREET; THENCE NORTH 89°13'03" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 74.95 FEET; THENCE SOUTH 86°01'02" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 24.18 FEET; THENCE SOUTH 51°36'32" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 0.45 FEET; THENCE SOUTH 89°22'23" WEST, 99.40 FEET TO THE POINT OF BEGINNING AND CONTAINING 189 S.F.

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

**NOTE:**

THE NORTH LINE OF BLOCKS 17 AND 19 OF VILLAGE OF CEDAR FALLS ASSUMED TO BEAR NORTH 89°22'07" EAST.

**REAL ESTATE TRANSFER - GROUNDWATER HAZARD STATEMENT  
TO BE COMPLETED BY TRANSFEROR**

**TRANSFEROR:**

Name	NSA II, LC		
Address	P.O. Box 66	Waterloo	IA 50704
	<small>Number and Street or RR</small>	<small>City, Town or P.O.</small>	<small>State Zip</small>

**TRANSFeree:**

Name	City of Cedar Falls		
Address	220 Clay St.	Cedar Falls	IA 50613
	<small>Number and Street or RR</small>	<small>City, Town or P.O.</small>	<small>State Zip</small>

**ADDRESS OF PROPERTY TRANSFERRED:**

<small>Number and Street or RR</small>	<small>City, Town or P.O.</small>	<small>State</small>	<small>Zip</small>
--	-----------------------------------	----------------------	--------------------

**LEGAL DESCRIPTION OF PROPERTY:**

SEE ATTACHED LEGAL DESCRIPTION AS EXHIBIT "A"

**1. Wells (check one)**

There are no known wells situated on this property.  
 There is a well or wells situated on this property. The type(s), location(s) and legal status are stated below or set forth on an attached separate sheet, as necessary.

**2. Solid Waste Disposal (check one)**

There is no known solid waste disposal site on this property.  
 There is a solid waste disposal site on this property and information related thereto is provided in Attachment #1, attached to this document.

**3. Hazardous Wastes (check one)**

There is no known hazardous waste on this property.  
 There is hazardous waste on this property and information related thereto is provided in Attachment #1, attached to this document.

**4. Underground Storage Tanks (check one)**

There are no known underground storage tanks on this property. (Note exclusions such as small farm and residential motor fuel tanks, most heating oil tanks, cisterns and septic tanks, in instructions.)

There is an underground storage tank on this property. The type(s), size(s) and any known substance(s) contained are listed below or on an attached separate sheet, as necessary.

**FILE WITH RECORDER**

**DNR form 542-0960 (July 18, 2012)**

# Item G.2.f.

## 5. Private Burial Site (check one)

There are no known private burial sites on this property.

There is a private burial site on this property. The location(s) of the site(s) and known identifying information of the decedent(s) is stated below or on an attached separate sheet, as necessary.

## 6. Private Sewage Disposal System (check one)

All buildings on this property are served by a public or semi-public sewage disposal system.

This transaction does not involve the transfer of any building which has or is required by law to have a sewage disposal system.

There is a building served by private sewage disposal system on this property or a building without any lawful sewage disposal system. A certified inspector's report is attached which documents the condition of the private sewage disposal system and whether any modifications are required to conform to standards adopted by the Department of Natural Resources. A certified inspection report must be accompanied by this form when recording.

There is a building served by private sewage disposal system on this property. Weather or other temporary physical conditions prevent the certified inspection of the private sewage disposal system from being conducted. The buyer has executed a binding acknowledgment with the county board of health to conduct a certified inspection of the private sewage disposal system at the earliest practicable time and to be responsible for any required modifications to the private sewage disposal system as identified by the certified inspection. A copy of the binding acknowledgment is attached to this form.

There is a building served by private sewage disposal system on this property. The buyer has executed a binding acknowledgment with the county board of health to install a new private sewage disposal system on this property within an agreed upon time period. A copy of the binding acknowledgment is provided with this form.

There is a building served by private sewage disposal system on this property. The building to which the sewage disposal system is connected will be demolished without being occupied. The buyer has executed a binding acknowledgment with the county board of health to demolish the building within an agreed upon time period. A copy of the binding acknowledgment is provided with this form. [Exemption #9]

This property is exempt from the private sewage disposal inspection requirements pursuant to the following exemption [Note: for exemption #9 use prior check box]:

The private sewage disposal system has been installed within the past two years pursuant to permit number \_\_\_\_\_.

**Information required by statements checked above should be provided here or on separate sheets attached hereto:**

**I HEREBY DECLARE THAT I HAVE REVIEWED THE INSTRUCTIONS FOR THIS FORM AND THAT THE INFORMATION STATED ABOVE IS TRUE AND CORRECT.**

Signature: \_\_\_\_\_  
(Transferor or Agent)

Telephone No.: 319-236-8997

FILE WITH RECORDER

DNR form 542-0960 (July 18, 2012)

EXHIBIT "A"

Lots 1 and 2 in Block 19 in the Original Plat of the Village of Cedar Falls, Iowa, except that part deeded to the State of Iowa in 585 CLD 150.

# Item G.2.f.

Prepared by: Snyder and Associates - 2727 SW Snyder Blvd. PO Box 1159, Ankeny, IA 50023 (515) 964-2020  
For: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613 (319)273-8600

## CITY OF CEDAR FALLS OWNER PURCHASE AGREEMENT

PROPERTY ADDRESS: W. 1<sup>st</sup> St. COUNTY TAX PARCEL NO.8914-12-177-013  
PARCEL NO. 42  
PROJECT NO. STP-57-2(28)-2C-07  
PROJECT NAME: West 1<sup>st</sup> St. / IA 57 PCC Pavement Reconstruction

THIS AGREEMENT entered into this 11<sup>th</sup> day of July, 2018, by and between Bendable Equities, LLC, Seller, and the City of Cedar Falls, Iowa, Buyer.

1. The Seller agrees to sell and furnish to the Buyer a warranty deed, permanent utility easement and temporary easement agreements, furnished by the Buyer, and the Buyer agrees to purchase the following real estate, or interest in real estate, hereinafter referred to as the premises, described as follows: **See Attached Exhibits**

FEE Acquisition  
See attached

Temporary Easement  
See attached

and which include the following improvements of whatever type situated on the premises:  
\_\_\_\_\_.

2. The premises include the estates, rights, titles and interests, including easements, as are described herein. Seller consents to any change of grade of the street or highway which is adjacent to the premises, and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from the Buyer for all claims per the terms of this agreement and discharges the Buyer from liability because of this agreement and the construction of this public improvement project.
3. Possession of the premises is the essence of this agreement and the Buyer may enter and assume full use and enjoyment of the premises in accordance with the terms of this agreement. The Seller grants the Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. When Buyer has paid Seller the payment amount described in the following paragraph, and when Seller has executed and delivered a warranty deed/permanent easement agreement/ and/or temporary easement agreement(s) [strike inapplicable provisions], conveying title, or an interest in title, to the premises to Seller, as described in this agreement, Buyer shall then be entitled to immediate possession of the premises.
4. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title, or an

interest in title, as provided in this agreement, and to surrender physical possession of the premises as shown on or before the dates listed below.

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>6,763.68</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>6,765.00</u>	TOTAL LUMP SUM	

BREAKDOWN:      ac. = acres      sq. ft. = square feet

Land by Fee Title	<u>200</u>	sq. ft.	<u>\$ 2,200.00</u>
Permanent Utility Easement		sq. ft.	<u>\$ _____</u>
Temporary Easement	<u>2,593</u>	sq. ft.	<u>\$ 4,563.68</u>
Miscellaneous/Other			<u>\$ _____</u>
Buildings			<u>\$ _____</u>
Severance Damages			<u>\$ _____</u>

5. Seller also agrees to execute a Temporary Grading Easement for Construction, a copy of which is attached hereto. Any portion of the premises served by the above project shall be graded, shaped and seeded, if applicable, upon completion of the project by Buyer. The Temporary Construction Easement shall terminate upon completion of the project.
6. The Seller warrants that there are no tenants on the premises holding under lease except: NONE.
7. This agreement shall apply to and bind the legal successors in interest of the Seller, and the SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession, as required by Section 427.2 of the Code of Iowa, and agrees to warrant good and sufficient title.

Names and address of lienholders are: Bendable Equities, LLC – 1816 Valley High Dr., Cedar Falls, IA 50613

8. Each page and each attachment is by this reference made a part hereof and the entire agreement consists of 7 pages.
9. The Buyer may include mortgagees, lien holders, encumbrances and taxing authorities as payees on warrants as payment on the agreement. If this agreement involves a total taking, SELLER WILL furnish and deliver to the City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613, an abstract of title to be updated, if requested by City. The abstract continued to date, or a title report obtained by the City if this agreement does not involve a total taking, must show merchantable title to the premises vested in Seller. Buyer agrees to pay the cost of any abstract continuation. SELLER AGREES to obtain court approval of this agreement, if requested by the Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to the Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.

# Item G.2.f.

10. If the Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of the Seller.
11. This written agreement and the attachments together constitute the entire agreement between the Buyer and the Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein. This agreement is subject to the approval of the Cedar Falls City Council.
12. The Seller shall have five years from the date of settlement to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by Section 6B.52 of the Code of Iowa.

**SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION:** Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

### **Bendable Equities, LLC**

*James K. Bendts, Manager 7/11/18*  
Name/Title \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Name/Title \_\_\_\_\_ Date \_\_\_\_\_

1. For an acknowledgment in an individual capacity:

State of \_\_\_\_\_

County of \_\_\_\_\_

This record was acknowledged before me on \_\_\_\_\_

\_\_\_\_\_ (Date) by \_\_\_\_\_

\_\_\_\_\_  
Name(s) of individual(s).

\_\_\_\_\_  
Signature of notarial officer



2. For an acknowledgment in a representative capacity:

**Bendable Equities, LLC**

State of Iowa

County of Black Hawk

This record was acknowledged before me on July 11, 2018

\_\_\_\_\_(Date) by \_\_\_\_\_

Name(s) of individual(s) as JAMES IC BENDA

Manager (type of authority, such as officer or trustee)

of BENDABLE Equities, LLC  
(name of party on behalf of whom record was executed).

Judith A. Smock  
Signature of notarial officer



**BUYER'S APPROVAL**

By: \_\_\_\_\_  
James P. Brown, Mayor (date)

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC (date)  
City Clerk

**MUNICIPALITIES ACKNOWLEDGMENT**

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, by James P. Brown, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

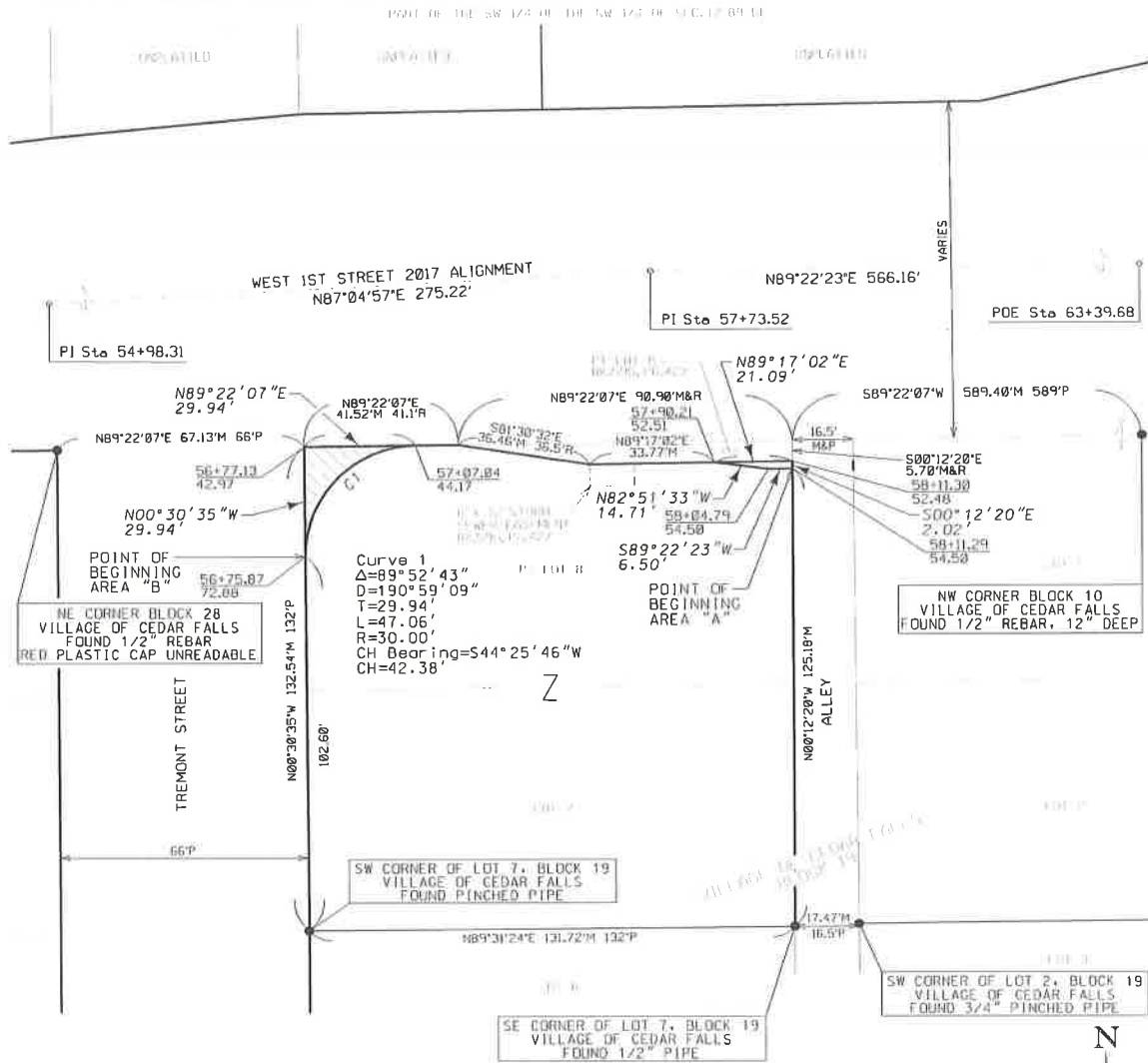
\_\_\_\_\_  
Notary Public in and for the State of Iowa


# Item G.2.f.

## IOWA DEPARTMENT OF TRANSPORTATION ACQUISITION PLAT EXHIBIT "A"

COUNTY BLACK HAWK STATE CONTROL NO. \_\_\_\_\_  
 PROJECT NO. STP-57-2(28)--2C-07 PARCEL NO. 42  
 SECTION 12 TOWNSHIP 89 NORTH RANGE 14 WEST  
 ROW-FEE 220 S.F. AC. EASE \_\_\_\_\_ AC EXCESS-FEE \_\_\_\_\_ AC  
 ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ MAIN LINE \_\_\_\_\_ SIDE  
 ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ SIDE ROAD \_\_\_\_\_ SIDE  
 ACQUIRED FROM BENDABLE EQUITIES, L.L.C.

CITY OF CEDAR FALLS, IOWA





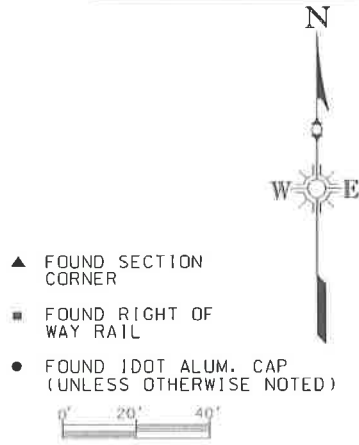
I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

*Terry Goad*      2-18-2018  
 TERRY GOAD      DATE:

License number      18643

My License Renewal Date is December 31, 2019

Pages covered by this seal: \_\_\_\_\_  
 EXHIBIT "A" ONLY



DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 42

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

THE FEE SIMPLE TITLE GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

**AREA "A"**

A PART OF LOT 8 OF, BLOCK 19, VILLAGE OF CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 7 OF SAID BLOCK 19, VILLAGE OF CEDAR FALLS; THENCE NORTH 00°12'20" WEST ALONG THE EAST LINE OF SAID LOT 7 AND ALONG THE EAST LINE OF SAID LOT 8, A DISTANCE OF 125.18 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°22'23" WEST, 6.50 FEET; THENCE NORTH 82°51'33" WEST, 14.71 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF WEST FIRST STREET; THENCE NORTH 89°17'02" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, 21.09 FEET TO SAID EAST LINE OF LOT 8; THENCE SOUTH 00°12'20" EAST ALONG SAID EAST LINE, 2.02 FEET TO THE POINT OF BEGINNING AND CONTAINING 28 S.F.

**AREA "B"**

A PART OF LOT 8 OF, BLOCK 19, VILLAGE OF CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 7 OF SAID BLOCK 19, VILLAGE OF CEDAR FALLS; THENCE NORTH 00°30'35" WEST ALONG THE WEST LINE OF SAID LOT 7 AND ALONG THE WEST LINE OF SAID LOT 8, A DISTANCE OF 102.60 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°30'35" WEST ALONG SAID WEST LINE OF LOT 8, A DISTANCE OF 29.94 FEET TO THE NORTHWEST CORNER OF SAID LOT 8; THENCE NORTH 89°22'07" EAST ALONG THE NORTH LINE OF SAID LOT 8, 29.94 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS IS 30.00 FEET, WHOSE ARC LENGTH IS 47.06 FEET AND WHOSE CHORD BEARS SOUTH 44°25'46" WEST, 42.38 FEET TO THE POINT OF BEGINNING AND CONTAINING 192 S.F.

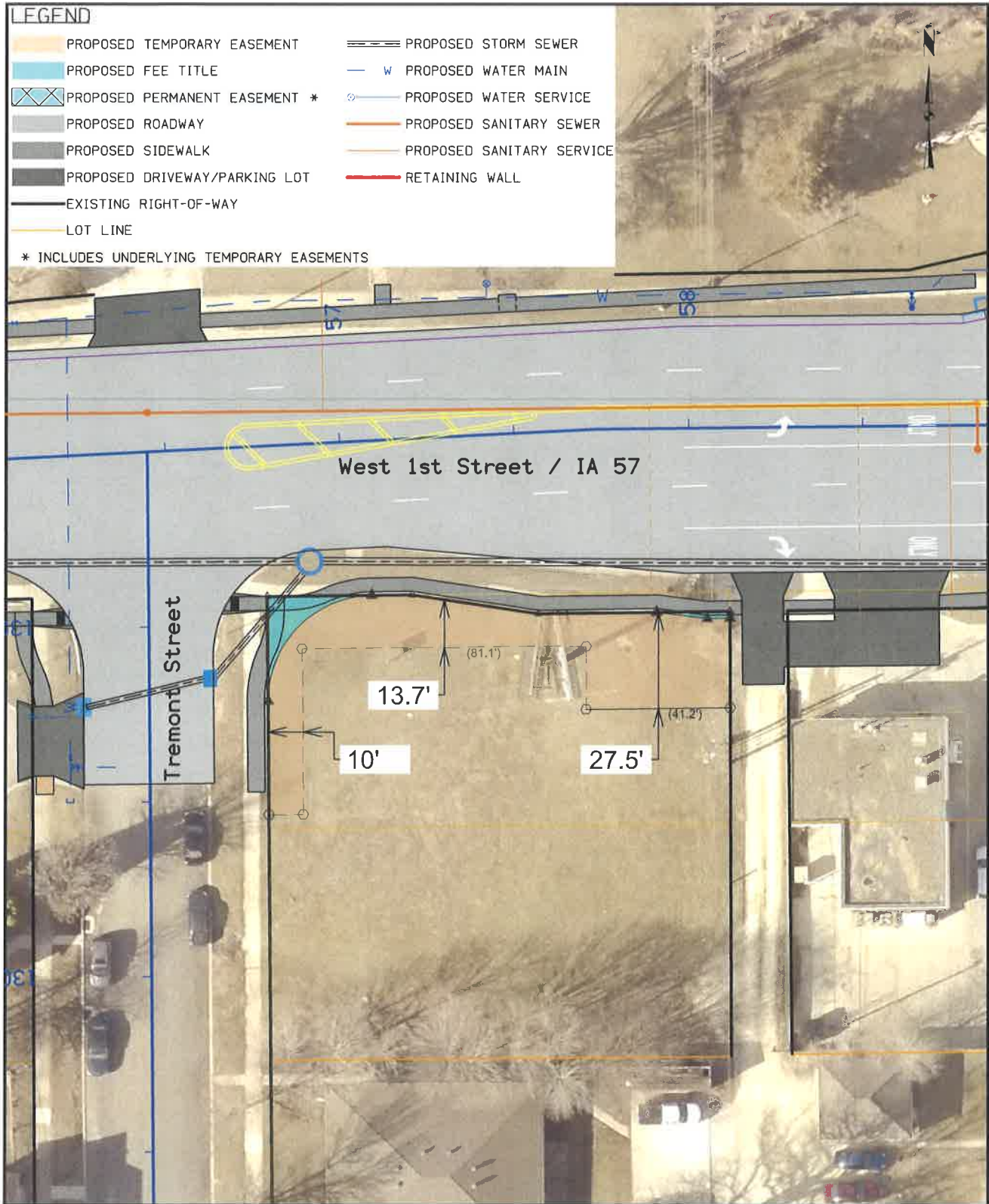
THE TOTAL FEE SIMPLE TITLE GRANTED FROM SAID LOT 8 OF, BLOCK 19, ORIGINAL CEDAR FALLS PLAT CONTAINS 0.01 AC. (220 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

**NOTE:**

THE NORTH LINE OF BLOCKS 17 AND 19 OF VILLAGE OF CEDAR FALLS ASSUMED TO BEAR NORTH 89°22'07" EAST.

# Item G.2.f.



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION  
 PARCEL 42 - BENDABLE EQUITIES, LLC

SCALE:  
 1" = 40'

DATE:  
 02/08/2018

PROJECT #:  
 STP-57-2(28)--2G-07



PLT: TORVLS  
 DATE: 02/08/2018  
 SHEETNAME: G.2.f

FILE: STP-57-2(28)--2G-07  
 DATE: 02/08/2018  
 USER: TORVLS

Prepared by: Snyder and Associates – 2727 SW Snyder Blvd. P.O. Box 1159, Ankeny, IA 50023  
Return to: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

**OWNER'S TEMPORARY GRADING EASEMENT FOR CONSTRUCTION**

This instrument is made this 11<sup>th</sup> day of July, 2018, by Bendable Equities, LLC, owner(s) (hereinafter referred to as GRANTOR(S)) of the following described property:

See Attached Exhibit

WHEREAS, the owner(s) in fee simple of the real property known and described as set out above is the GRANTOR(S), and

WHEREAS, the City of Cedar Falls (hereinafter referred to as GRANTEE) proposes to grade, shape and seed improvements upon a portion of the above real property owned by the GRANTOR(S), and

WHEREAS, the GRANTOR(S) has agreed to grant to the GRANTEE, a Temporary Grading Easement for Construction for the purpose of grading, shaping and seeding, if applicable, upon a portion of the real property of the GRANTOR(S), for consideration of \$1.00 and other valuable consideration duly paid and acknowledged. It is agreed the temporary easement granted herein shall terminate upon completion of the Project and final acceptance of public improvements by the City Council.

THEREFORE, for the above consideration, the GRANTOR(S) hereby grants unto the GRANTEE the Easement and rights described below:

See Attached Temporary Grading Easement for Construction Exhibit,

which Easement and rights shall be binding upon the GRANTOR(S).

GRANTEE agrees to restore the easement area in a timely manner including, but not limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, upon completion of the construction or repairs.

**Item G.2.f.**

Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

**Bendable Equities, LLC**

<u>James K Benda, Manager</u>	<u>7/12/18</u>	_____	_____
Name/Title	Date	Name/Title	Date

1. For an acknowledgment in a representative capacity:

State of Iowa

County of Black Hawk

This record was acknowledged before me on July 11, 2018 (Date)

by JAMES K BENDA Name(s) of individual(s)

as Manager (type of authority, such as officer or trustee)

of Bendable Equities, LLC  
(name of party on behalf of whom record was executed).

Judith A. Smock  
Signature of notarial officer



ACCEPTANCE OF EASEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Easement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

CITY OF CEDAR FALLS, IOWA

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

ATTEST

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

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

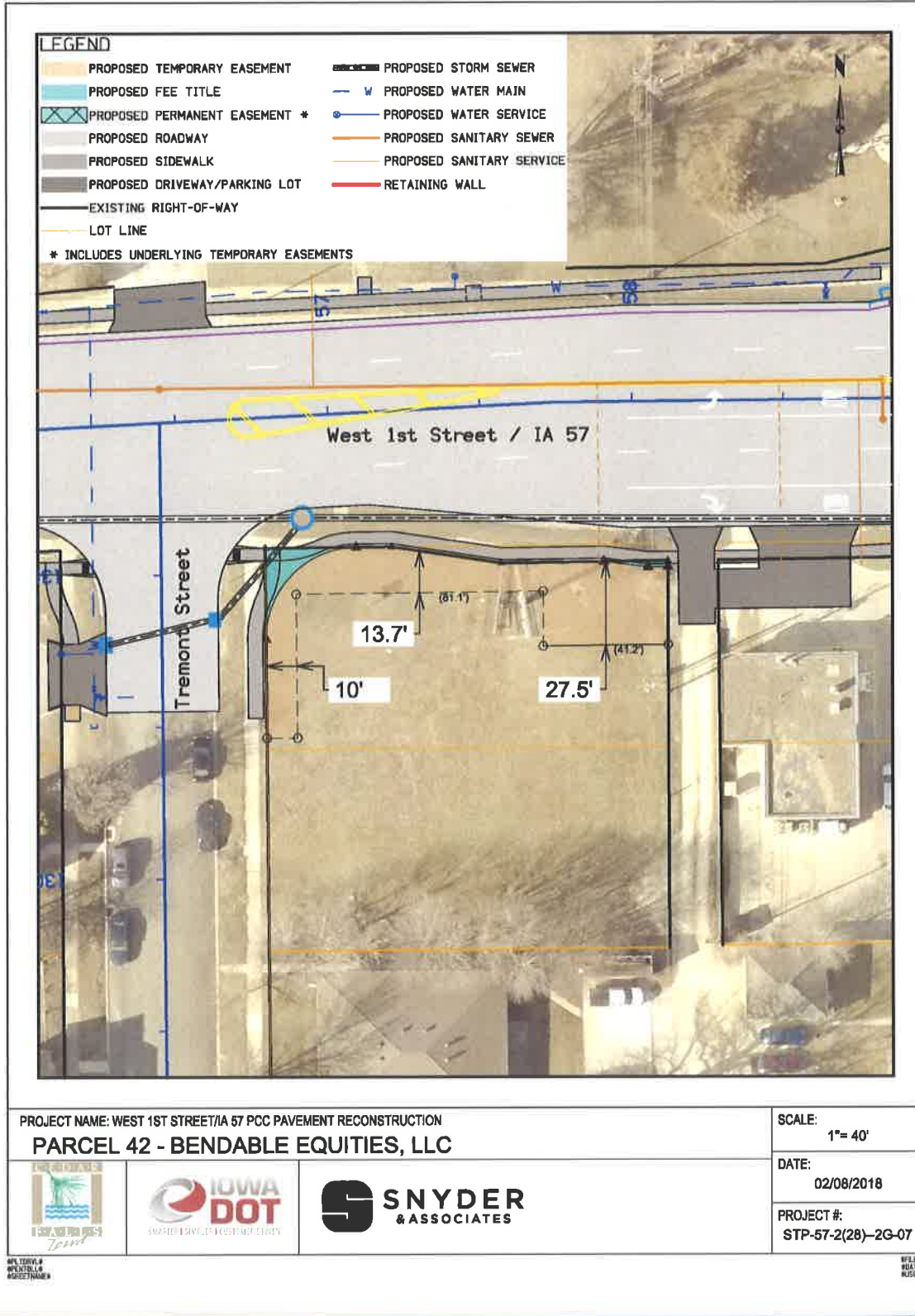
This instrument was acknowledged before me on \_\_\_\_\_, 2018, by James P. Brown, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

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

My Commission Expires:

\_\_\_\_\_

EXHIBIT







**WARRANTY DEED**  
THE IOWA STATE BAR ASSOCIATION  
Official Form No. 101  
**Recorder's Cover Sheet**

**Preparer Information:** Kevin Rogers, City Attorney, 220 Clay Street, Cedar Falls, IA 50613,  
Phone: (319) 243-2713

**Taxpayer Information:** Bendable Equities, LLC -1816 Valley High Dr. Cedar Falls, IA 50613

**Return Document To:** City Clerk, City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

**Grantors:**  
Bendable Equities, LLC

**Grantees:**  
State of Iowa

**Legal description:** See Page 2

**Document or instrument number of previously recorded documents:**

**Item G.2.f.**



**WARRANTY DEED**

For the consideration of One Dollar(s) and other valuable consideration, Bendable Equities, LLC, a Limited Liability Company, does hereby Convey to State of Iowa

Black Hawk County, Iowa: the following described real estate in

Lots 7 and 8 in Block 19 in the Village (now City) of Cedar Falls, Black Hawk County, Iowa, except that part condemned by the State of Iowa for road purposes in 595 CLD 426.

This deed is exempt according to Iowa Code 428A.2(21).

Grantors do Hereby Covenant with grantees, and successors in interest, that grantors hold the real estate by title in fee simple; that they have good and lawful authority to sell and Convey the real estate; that the real estate is free and clear of all liens and encumbrances except as may be above stated; and grantors Covenant to Warrant and Defend the real estate against the lawful claims of all persons except as may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate. Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated on July 11, 2018.

**Bendable Equities, LLC**

James R. Bendts, Manager  
Name/Title (Grantor)

\_\_\_\_\_  
Name/Title (Grantor)

\_\_\_\_\_  
(Grantor)

\_\_\_\_\_  
(Grantor)

STATE OF IOWA, COUNTY OF Black Hawk

This record was acknowledged before me on July 11, 2018, by

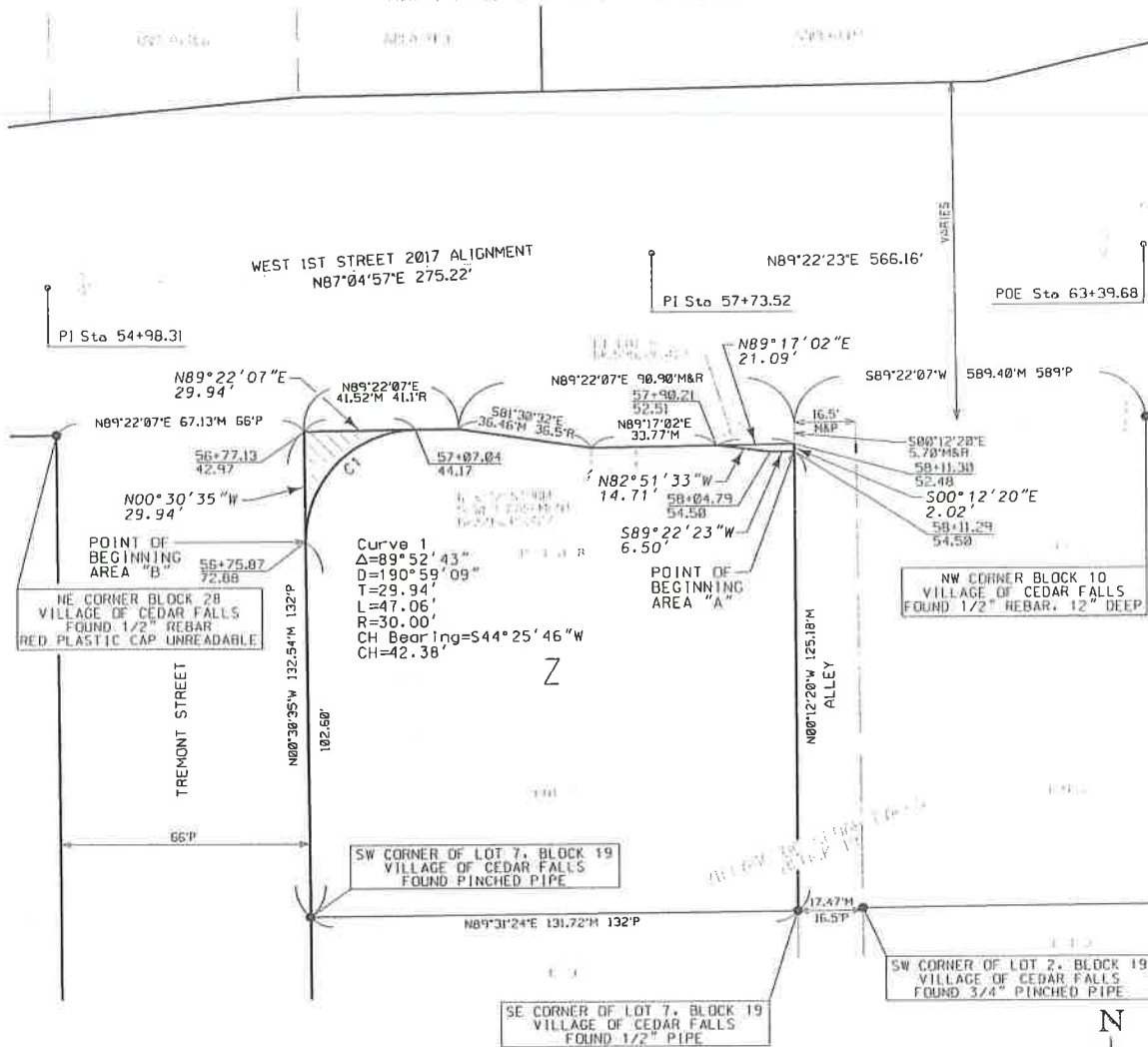


Judith A. Smock  
Signature of Notary Public

IOWA DEPARTMENT OF TRANSPORTATION  
ACQUISITION PLAT  
EXHIBIT "A"

COUNTY BLACK HAWK STATE CONTROL NO. \_\_\_\_\_  
PROJECT NO. STP-57-2(28)-2C-07 PARCEL NO. 42  
SECTION 12 TOWNSHIP 89 NORTH RANGE 14 WEST  
ROW-FEE 220 S.F. AC, EASE \_\_\_\_\_ AC EXCESS-FEE \_\_\_\_\_ AC  
ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ MAIN LINE \_\_\_\_\_ SIDE  
ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ SIDE ROAD \_\_\_\_\_ SIDE  
ACQUIRED FROM BENDABLE EQUITIES, L.L.C.

CITY OF CEDAR FALLS, IOWA



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

*Terry Coady* 7-18-2018  
TERRY COADY DATE:  
License number 18643  
My License Renewal Date is December 31, 2019  
Pages covered by this seal: \_\_\_\_\_  
EXHIBIT "A" ONLY



- ▲ FOUND SECTION CORNER
- FOUND RIGHT OF WAY RAIL
- FOUND IDOT ALUM. CAP (UNLESS OTHERWISE NOTED)



DATE REVISED \_\_\_\_\_

DATE DRAWN JANUARY 29, 2018 -279-

SCALE 1" = 40'

# Item G.2.f.

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 42

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

THE FEE SIMPLE TITLE GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

AREA "A"

A PART OF LOT 8 OF, BLOCK 19, VILLAGE OF CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 7 OF SAID BLOCK 19, VILLAGE OF CEDAR FALLS; THENCE NORTH 00°12'20" WEST ALONG THE EAST LINE OF SAID LOT 7 AND ALONG THE EAST LINE OF SAID LOT 8, A DISTANCE OF 125.18 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°22'23" WEST, 6.50 FEET; THENCE NORTH 82°51'33" WEST, 14.71 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF WEST FIRST STREET; THENCE NORTH 89°17'02" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, 21.09 FEET TO SAID EAST LINE OF LOT 8; THENCE SOUTH 00°12'20" EAST ALONG SAID EAST LINE, 2.02 FEET TO THE POINT OF BEGINNING AND CONTAINING 28 S.F.

AREA "B"

A PART OF LOT 8 OF, BLOCK 19, VILLAGE OF CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 7 OF SAID BLOCK 19, VILLAGE OF CEDAR FALLS; THENCE NORTH 00°30'35" WEST ALONG THE WEST LINE OF SAID LOT 7 AND ALONG THE WEST LINE OF SAID LOT 8, A DISTANCE OF 102.60 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°30'35" WEST ALONG SAID WEST LINE OF LOT 8, A DISTANCE OF 29.94 FEET TO THE NORTHWEST CORNER OF SAID LOT 8; THENCE NORTH 89°22'07" EAST ALONG THE NORTH LINE OF SAID LOT 8, 29.94 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS IS 30.00 FEET, WHOSE ARC LENGTH IS 47.06 FEET AND WHOSE CHORD BEARS SOUTH 44°25'46" WEST, 42.38 FEET TO THE POINT OF BEGINNING AND CONTAINING 192 S.F.

THE TOTAL FEE SIMPLE TITLE GRANTED FROM SAID LOT 8 OF, BLOCK 19, ORIGINAL CEDAR FALLS PLAT CONTAINS 0.01 AC. (220 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTE:

THE NORTH LINE OF BLOCKS 17 AND 19 OF VILLAGE OF CEDAR FALLS ASSUMED TO BEAR NORTH 89°22'07" EAST.

**REAL ESTATE TRANSFER - GROUNDWATER HAZARD STATEMENT  
TO BE COMPLETED BY TRANSFEROR**

**TRANSFEROR:**

Name	Bendable Equities, LLC			
Address	1816 Valley High Dr.	Cedar Falls	IA	50613
	<small>Number and Street or RR</small>	<small>City, Town or P.O.</small>	<small>State</small>	<small>Zip</small>

**TRANSFeree:**

Name	City of Cedar Falls			
Address	220 Clay St.	Cedar Falls	IA	50613
	<small>Number and Street or RR</small>	<small>City, Town or P.O.</small>	<small>State</small>	<small>Zip</small>

**ADDRESS OF PROPERTY TRANSFERRED:**

<small>Number and Street or RR</small>	<small>City, Town or P.O.</small>	<small>State</small>	<small>Zip</small>
--	-----------------------------------	----------------------	--------------------

**LEGAL DESCRIPTION OF PROPERTY:**

SEE ATTACHED LEGAL DESCRIPTION AS EXHIBIT "A"

**1. Wells (check one)**

- There are no known wells situated on this property.
- There is a well or wells situated on this property. The type(s), location(s) and legal status are stated below or set forth on an attached separate sheet, as necessary.

**2. Solid Waste Disposal (check one)**

- There is no known solid waste disposal site on this property.
- There is a solid waste disposal site on this property and information related thereto is provided in Attachment #1, attached to this document.

**3. Hazardous Wastes (check one)**

- There is no known hazardous waste on this property.
- There is hazardous waste on this property and information related thereto is provided in Attachment #1, attached to this document.

**4. Underground Storage Tanks (check one)**

- There are no known underground storage tanks on this property. (Note exclusions such as small farm and residential motor fuel tanks, most heating oil tanks, cisterns and septic tanks, in instructions.)
- There is an underground storage tank on this property. The type(s), size(s) and any known substance(s) contained are listed below or on an attached separate sheet, as necessary.

**FILE WITH RECORDER**

**DNR form 542-0960 (July 18, 2012)**

# Item G.2.f.

## 5. Private Burial Site (check one)

There are no known private burial sites on this property.

There is a private burial site on this property. The location(s) of the site(s) and known identifying information of the decedent(s) is stated below or on an attached separate sheet, as necessary.

## 6. Private Sewage Disposal System (check one)

All buildings on this property are served by a public or semi-public sewage disposal system.

This transaction does not involve the transfer of any building which has or is required by law to have a sewage disposal system.

There is a building served by private sewage disposal system on this property or a building without any lawful sewage disposal system. A certified inspector's report is attached which documents the condition of the private sewage disposal system and whether any modifications are required to conform to standards adopted by the Department of Natural Resources. A certified inspection report must be accompanied by this form when recording.

There is a building served by private sewage disposal system on this property. Weather or other temporary physical conditions prevent the certified inspection of the private sewage disposal system from being conducted. The buyer has executed a binding acknowledgment with the county board of health to conduct a certified inspection of the private sewage disposal system at the earliest practicable time and to be responsible for any required modifications to the private sewage disposal system as identified by the certified inspection. A copy of the binding acknowledgment is attached to this form.

There is a building served by private sewage disposal system on this property. The buyer has executed a binding acknowledgment with the county board of health to install a new private sewage disposal system on this property within an agreed upon time period. A copy of the binding acknowledgment is provided with this form.

There is a building served by private sewage disposal system on this property. The building to which the sewage disposal system is connected will be demolished without being occupied. The buyer has executed a binding acknowledgment with the county board of health to demolish the building within an agreed upon time period. A copy of the binding acknowledgment is provided with this form. [Exemption #9]

This property is exempt from the private sewage disposal inspection requirements pursuant to the following exemption [Note: for exemption #9 use prior check box]:

The private sewage disposal system has been installed within the past two years pursuant to permit number \_\_\_\_\_.

**Information required by statements checked above should be provided here or on separate sheets attached hereto:**

**I HEREBY DECLARE THAT I HAVE REVIEWED THE INSTRUCTIONS FOR THIS FORM AND THAT THE INFORMATION STATED ABOVE IS TRUE AND CORRECT.**

Signature:   
(Transferor or Agent)

Telephone No.: 319-277-8000

FILE WITH RECORDER

DNR form 542-0960 (July 18, 2012)

EXHIBIT "A"

Lots 7 and 8 in Block 19 in the Village (now City) of Cedar Falls, Black Hawk County, Iowa, except that part condemned by the State of Iowa for road purposes in 595 CLD 426.

# Item G.2.f.

Prepared by: Snyder and Associates - 2727 SW Snyder Blvd. PO Box 1159, Ankeny, IA 50023 (515) 964-2020  
For: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613 (319)273-8600

## CITY OF CEDAR FALLS OWNER PURCHASE AGREEMENT

PROPERTY ADDRESS: 506 W. 1<sup>st</sup> St. COUNTY TAX PARCEL NO.8914-12-155-015  
PARCEL NO. 43  
PROJECT NO. STP-57-2(28)-2C-07  
PROJECT NAME: West 1<sup>st</sup> St. / IA 57 PCC Pavement Reconstruction

THIS AGREEMENT entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between James R. and Cynthia L. Kenyon, Seller, and the City of Cedar Falls, Iowa, Buyer.

1. The Seller agrees to sell and furnish to the Buyer a warranty deed, permanent utility easement and temporary easement agreements, furnished by the Buyer, and the Buyer agrees to purchase the following real estate, or interest in real estate, hereinafter referred to as the premises, described as follows: **See Attached Exhibits**

FEE Acquisition  
See attached

Temporary Easement  
See attached

and which include the following improvements of whatever type situated on the premises:  
\_\_\_\_\_

2. The premises include the estates, rights, titles and interests, including easements, as are described herein. Seller consents to any change of grade of the street or highway which is adjacent to the premises, and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from the Buyer for all claims per the terms of this agreement and discharges the Buyer from liability because of this agreement and the construction of this public improvement project.
3. Possession of the premises is the essence of this agreement and the Buyer may enter and assume full use and enjoyment of the premises in accordance with the terms of this agreement. The Seller grants the Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. When Buyer has paid Seller the payment amount described in the following paragraph, and when Seller has executed and delivered a warranty deed/permanent easement agreement/ and/or temporary easement agreement(s) [strike inapplicable provisions], conveying title, or an interest in title, to the premises to Seller, as described in this agreement, Buyer shall then be entitled to immediate possession of the premises.
4. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title, or an interest in title, as provided in this agreement, and to surrender physical possession of the premises as shown on or before the dates listed below.



Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>12,373.00</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>12,400.00</u>	TOTAL LUMP SUM (rounded)	

BREAKDOWN:          ac. = acres      sq. ft. = square feet

Land by Fee Title	<u>683</u>	sq. ft.	\$ <u>7,513.00</u>
Permanent Utility Easement	_____	sq. ft.	\$ _____
Temporary Easement	<u>2,761</u>	sq. ft.	\$ <u>4,860.00</u>
Miscellaneous/Other	_____		\$ _____
Buildings			\$ _____
Severance Damages			\$ _____

5. Seller also agrees to execute a Temporary Grading Easement for Construction, a copy of which is attached hereto. Any portion of the premises served by the above project shall be graded, shaped and seeded, if applicable, upon completion of the project by Buyer. The Temporary Construction Easement shall terminate upon completion of the project.
6. The Seller warrants that there are no tenants on the premises holding under lease except: UNKNOWN.
7. This agreement shall apply to and bind the legal successors in interest of the Seller, and the SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession, as required by Section 427.2 of the Code of Iowa, and agrees to warrant good and sufficient title.

Names and address of lienholders are: \_\_\_\_\_

8. Each page and each attachment is by this reference made a part hereof and the entire agreement consists of 7 pages.
9. The Buyer may include mortgagees, lien holders, encumbrances and taxing authorities as payees on warrants as payment on the agreement. If this agreement involves a total taking, SELLER WILL furnish and deliver to the City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613, an abstract of title to be updated, if requested by City. The abstract continued to date, or a title report obtained by the City if this agreement does not involve a total taking, must show merchantable title to the premises vested in Seller. Buyer agrees to pay the cost of any abstract continuation. SELLER AGREES to obtain court approval of this agreement, if requested by the Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to the Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.
10. If the Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint

**Item G.2.f.**

tenancy has not been destroyed by operation of law or acts of the Seller.

- 11. This written agreement and the attachments together constitute the entire agreement between the Buyer and the Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein. This agreement is subject to the approval of the Cedar Falls City Council.
- 12. The Seller shall have five years from the date of settlement to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

James R. Kenyon  
 James R. Kenyon Date

Cynthia L. Kenyon  
 (Spouse) Date

For an acknowledgment in an individual capacity:

State of Iowa

County of Black Hawk

This record was acknowledged before me on June 27<sup>th</sup>, 2018

by \_\_\_\_\_ Name(s) of individual(s)

Michael Schmadeke  
 Signature of notarial officer

Michael Schmadeke  
 Printed name of notarial officer

9-2-2019  
 My commission expires



**BUYER'S APPROVAL**

By: \_\_\_\_\_  
James P. Brown, Mayor (date)

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC (date)  
City Clerk

**MUNICIPALITIES ACKNOWLEDGMENT**

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, by James P. Brown, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

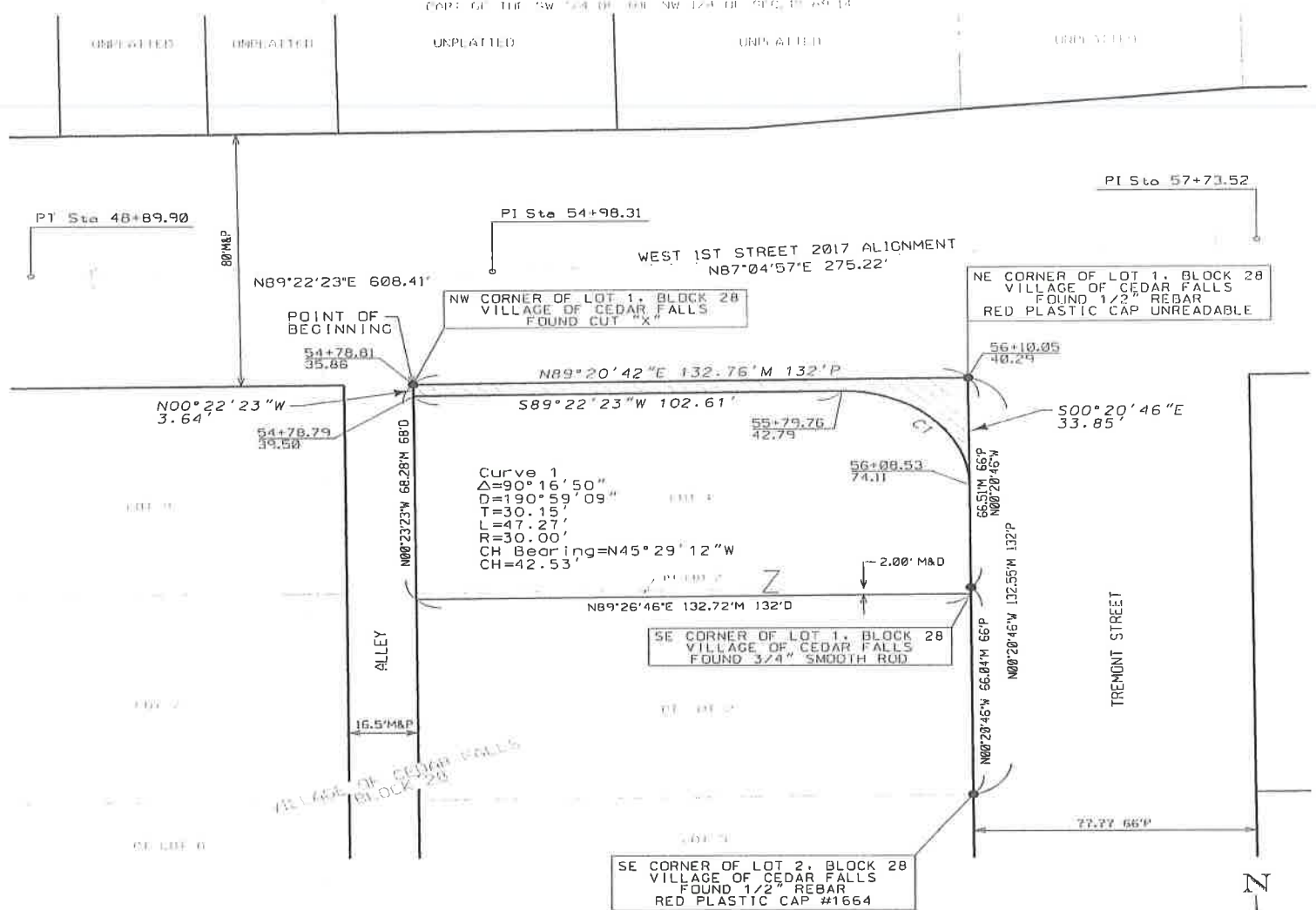
\_\_\_\_\_  
Notary Public in and for the State of Iowa

# Item G.2.f.

## IOWA DEPARTMENT OF TRANSPORTATION ACQUISITION PLAT EXHIBIT "A"

COUNTY BLACK HAWK STATE CONTROL NO. \_\_\_\_\_  
 PROJECT NO. STP-57-2(28)--2C-07 PARCEL NO. 43  
 SECTION 12 TOWNSHIP 89 NORTH RANGE 14 WEST  
 ROW-FEE 683 S.F. X AC, EASE \_\_\_\_\_ AC EXCESS-FEE \_\_\_\_\_ AC  
 ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ MAIN LINE \_\_\_\_\_ SIDE \_\_\_\_\_  
 ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ SIDE ROAD \_\_\_\_\_ SIDE \_\_\_\_\_  
 ACQUIRED FROM JAMES R. KENYON

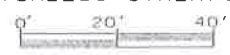
CITY OF CEDAR FALLS, IOWA



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

*Terry Coady* 2-18-2018  
 TERRY COADY DATE:  
 License number 18643  
 My License Renewal Date is December 31, 2019  
 Pages covered by this seal: \_\_\_\_\_  
 EXHIBIT "A" ONLY

- ▲ FOUND SECTION CORNER
- FOUND RIGHT OF WAY RAIL
- FOUND (DOT ALUM. CAP (UNLESS OTHERWISE NOTED))



DATE REVISED \_\_\_\_\_

DATE DRAWN JANUARY 29, 2018

SCALE 1" = 40'

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 43

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

THE FEE SIMPLE TITLE GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

A PART OF LOT 1 OF, BLOCK 28, VILLAGE OF CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1 OF, BLOCK 28, VILLAGE OF CEDAR FALLS; THENCE NORTH 89°20'42" EAST ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 132.76 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 00°20'46" EAST ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 33.85 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 30.00 FEET, WHOSE ARC LENGTH IS 47.27 FEET AND WHOSE CHORD BEARS NORTH 45°29'12" WEST, 42.53 FEET; THENCE SOUTH 89°22'23" WEST, 102.61 FEET TO THE WEST LINE OF SAID LOT 1; THENCE NORTH 00°22'23" WEST ALONG SAID WEST LINE, 3.64 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.02 AC. (683 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTE:

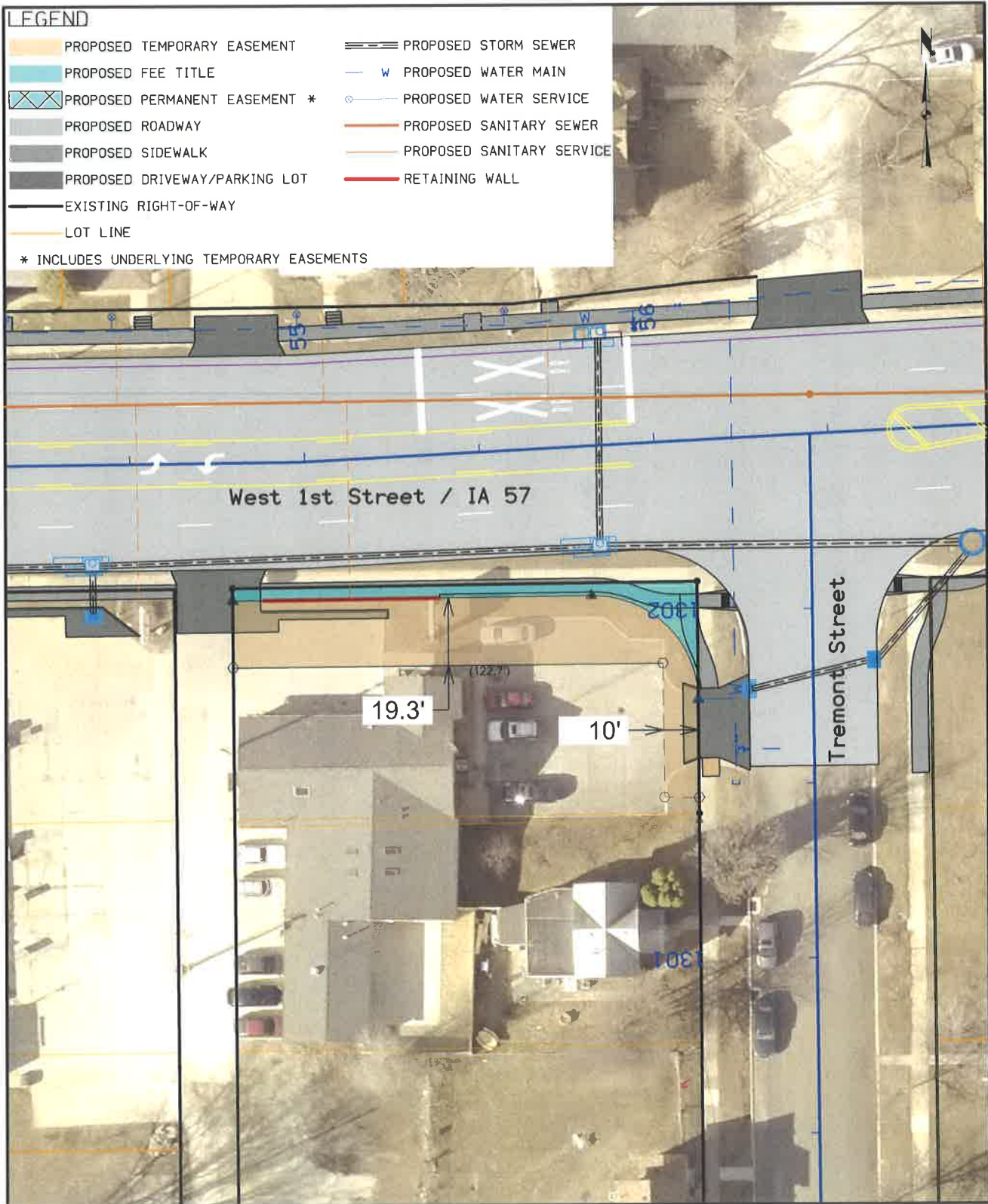
THE NORTH LINE OF LOT 1 OF, BLOCK 28, VILLAGE OF CEDAR FALLS ASSUMED TO BEAR NORTH 89°20'42" EAST.

# Item G.2.f.

## LEGEND

- PROPOSED TEMPORARY EASEMENT
- PROPOSED FEE TITLE
- PROPOSED PERMANENT EASEMENT \*
- PROPOSED ROADWAY
- PROPOSED SIDEWALK
- PROPOSED DRIVEWAY/PARKING LOT
- EXISTING RIGHT-OF-WAY
- LOT LINE
- PROPOSED STORM SEWER
- W PROPOSED WATER MAIN
- PROPOSED WATER SERVICE
- PROPOSED SANITARY SEWER
- PROPOSED SANITARY SERVICE
- RETAINING WALL

\* INCLUDES UNDERLYING TEMPORARY EASEMENTS



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION

PARCEL 43 - JAMES R. KENYON

SCALE:  
1" = 40'

DATE:  
02/08/2018

PROJECT #:  
STP-57-2(28)--2G-07



#PLTDRVL\$  
#SPENVTRLL\$  
#SHEETNAME\$

#FILEL\$  
#DATE\$  
#USER\$

Prepared by: Snyder and Associates – 2727 SW Snyder Blvd. P.O. Box 1159, Ankeny, IA 50023  
Return to: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

**OWNER'S TEMPORARY GRADING EASEMENT FOR CONSTRUCTION**

This instrument is made this 27<sup>th</sup> day of June, 2018, by James R Kenyon, owner(s) (hereinafter referred to as GRANTOR(S)) of the following described property:

See Attached Exhibit

WHEREAS, the owner(s) in fee simple of the real property known and described as set out above is the GRANTOR(S), and

WHEREAS, the City of Cedar Falls (hereinafter referred to as GRANTEE) proposes to grade, shape and seed improvements upon a portion of the above real property owned by the GRANTOR(S), and

WHEREAS, the GRANTOR(S) has agreed to grant to the GRANTEE, a Temporary Grading Easement for Construction for the purpose of grading, shaping and seeding, if applicable, upon a portion of the real property of the GRANTOR(S), for consideration of \$1.00 and other valuable consideration duly paid and acknowledged. It is agreed the temporary easement granted herein shall terminate upon completion of the Project and final acceptance of public improvements by the City Council.

THEREFORE, for the above consideration, the GRANTOR(S) hereby grants unto the GRANTEE the Easement and rights described below:

See Attached Temporary Grading Easement for Construction Exhibit,

which Easement and rights shall be binding upon the GRANTOR(S).

GRANTEE agrees to restore the easement area in a timely manner including, but not limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, upon completion of the construction or repairs.

Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

**Item G.2.f.**

James R. Kenyon     6/27/18     Cynthia L Kenyon  
James R. Kenyon     Date     Spouse     Date

For an acknowledgment in an individual capacity:

State of Iowa

County of Black Hawk

This record was acknowledged before me on June 27<sup>th</sup>, 2018

by \_\_\_\_\_ Name(s) of individual(s)

Michael Schmadeke  
Signature of notarial officer

Michael Schmadeke  
Printed name of notarial officer

9-2-2019  
My commission expires





ACCEPTANCE OF EASEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Easement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

CITY OF CEDAR FALLS, IOWA

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

ATTEST

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

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

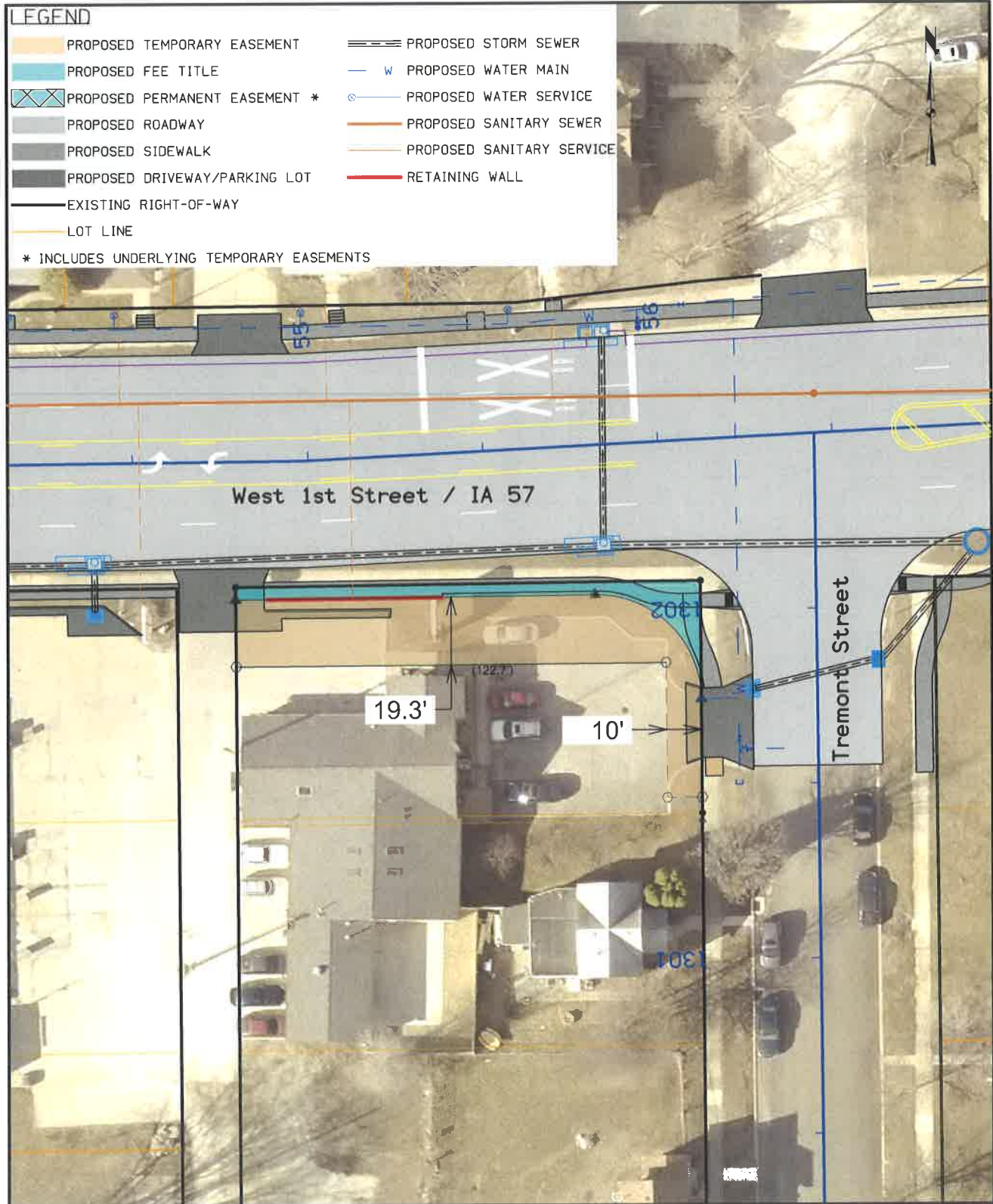
This instrument was acknowledged before me on \_\_\_\_\_, 2018, by James P. Brown, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

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

My Commission Expires:

\_\_\_\_\_

# Item G.2.f.



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION

PARCEL 43 - JAMES R. KENYON

SCALE:  
1" = 40'

DATE:  
02/08/2018

PROJECT #:  
STP-57-2(28)--2G-07



#PL TDRVL &  
#PENTBL &  
#SHEETNAME#

#FILE#  
#DATE#  
#USER#



**WARRANTY DEED**  
THE IOWA STATE BAR ASSOCIATION  
Official Form No. 101  
**Recorder's Cover Sheet**

**Preparer Information:** Kevin Rogers, City Attorney, 220 Clay Street, Cedar Falls, IA 50613,  
Phone: (319) 243-2713

**Taxpayer Information:** James R. and Cynthia L. Kenyon – 3023 Winter Ridge Rd. Cedar Falls, IA  
50613

**Return Document To:** City Clerk, City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

**Grantors:**  
James R. Kenyon  
Cynthia L. Kenyon

**Grantees:**  
State of Iowa

**Legal description:** See Page 2

**Document or instrument number of previously recorded documents:**

Item G.2.f.



WARRANTY DEED

For the consideration of One Dollar(s) and other valuable consideration, James R. Kenyon, a single person, does hereby Convey to State of Iowa

the following described real estate in Black Hawk County, Iowa:

See Attached Acquisition Plat

This deed is exempt according to Iowa Code 428A.2(21).

Grantors do Hereby Covenant with grantees, and successors in interest, that grantors hold the real estate by title in fee simple; that they have good and lawful authority to sell and Convey the real estate; that the real estate is free and clear of all liens and encumbrances except as may be above stated; and grantors Covenant to Warrant and Defend the real estate against the lawful claims of all persons except as may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate. Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated on June 27, 2018.

James R. Kenyon (Grantor)

Cynthia L. Kenyon Spouse (Grantor)

(Grantor)

(Grantor)

STATE OF Iowa, COUNTY OF Black Hawk

This record was acknowledged before me on June 27th, by

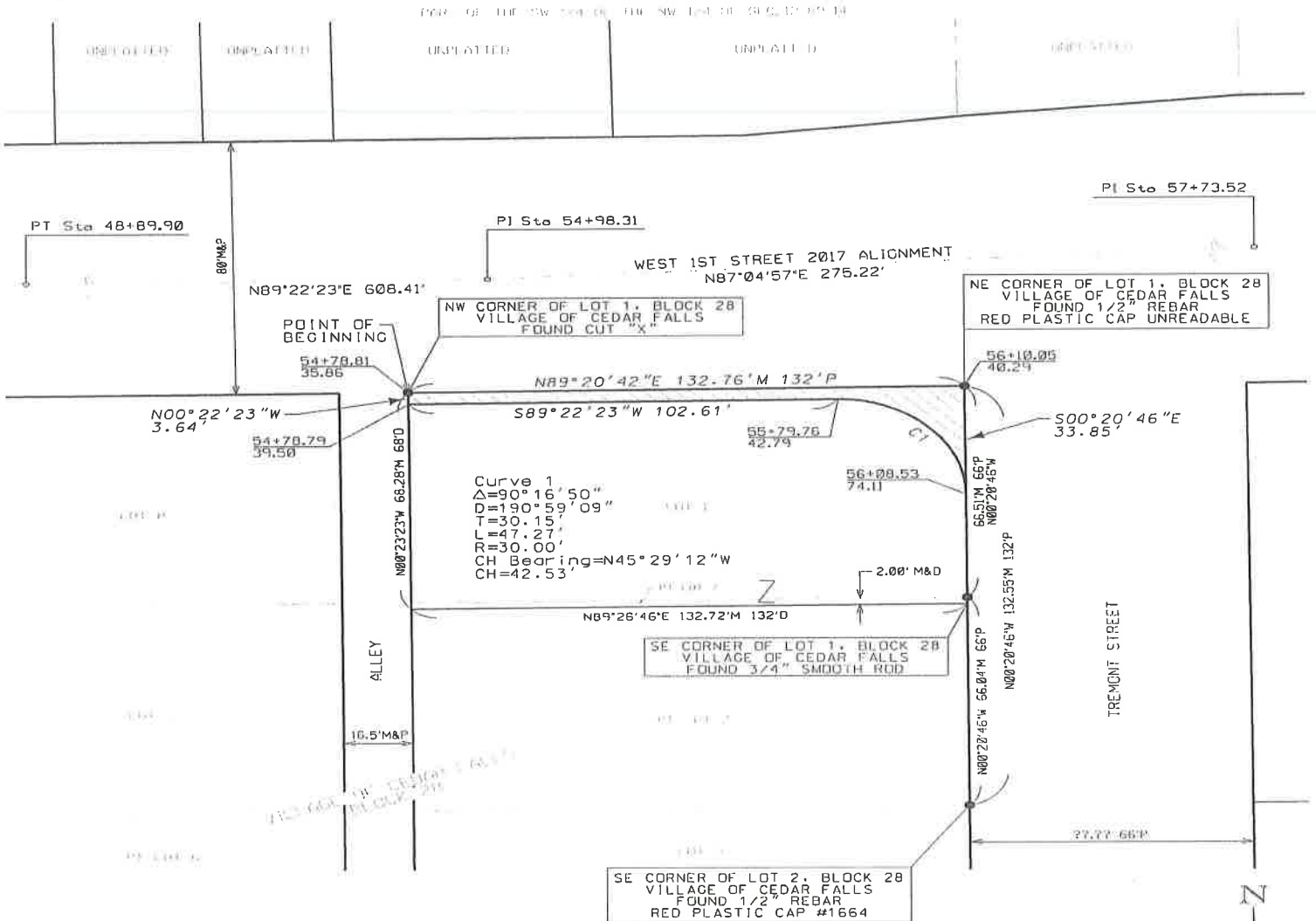


Signature of Notary Public

IOWA DEPARTMENT OF TRANSPORTATION  
ACQUISITION PLAT  
EXHIBIT "A"

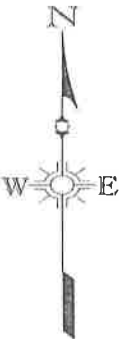
COUNTY BLACK HAWK STATE CONTROL NO. \_\_\_\_\_  
PROJECT NO. STP-57-2(28)--2C-07 PARCEL NO. 43  
SECTION 12 TOWNSHIP 89 NORTH RANGE 14 WEST  
ROW-FEE 683 S.F. ~~X~~, EASE \_\_\_\_\_ AC EXCESS-FEE \_\_\_\_\_ AC  
ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ MAIN LINE \_\_\_\_\_ SIDE  
ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ SIDE ROAD \_\_\_\_\_ SIDE  
ACQUIRED FROM JAMES R. KENYON

CITY OF CEDAR FALLS, IOWA

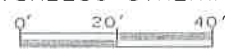


I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

*Terry Coady*      DATE: 2-18-2018  
TERRY COADY      License number 18643  
My License Renewal Date is December 31, 2019  
Pages covered by this seal: \_\_\_\_\_  
EXHIBIT "A" ONLY



- ▲ FOUND SECTION CORNER
- FOUND RIGHT OF WAY RAIL
- FOUND IDOT ALUM. CAP (UNLESS OTHERWISE NOTED)



# Item G.2.f.

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 43

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

THE FEE SIMPLE TITLE GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

A PART OF LOT 1 OF, BLOCK 28, VILLAGE OF CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1 OF, BLOCK 28, VILLAGE OF CEDAR FALLS; THENCE NORTH  $89^{\circ}20'42''$  EAST ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 132.76 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH  $00^{\circ}20'46''$  EAST ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 33.85 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 30.00 FEET, WHOSE ARC LENGTH IS 47.27 FEET AND WHOSE CHORD BEARS NORTH  $45^{\circ}29'12''$  WEST, 42.53 FEET; THENCE SOUTH  $89^{\circ}22'23''$  WEST, 102.61 FEET TO THE WEST LINE OF SAID LOT 1; THENCE NORTH  $00^{\circ}22'23''$  WEST ALONG SAID WEST LINE, 3.64 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.02 AC. (683 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTE:

THE NORTH LINE OF LOT 1 OF, BLOCK 28, VILLAGE OF CEDAR FALLS ASSUMED TO BEAR NORTH  $89^{\circ}20'42''$  EAST.

**REAL ESTATE TRANSFER - GROUNDWATER HAZARD STATEMENT  
TO BE COMPLETED BY TRANSFEROR**

**TRANSFEROR:**

Name	James R. Kenyon			
Address	3023 Winter Ridge Rd	Cedar Falls	IA	50613
	<small>Number and Street or RR</small>	<small>City, Town or P.O.</small>	<small>State</small>	<small>Zip</small>

**TRANSFeree:**

Name	City of Cedar Falls			
Address	220 Clay St.	Cedar Falls	IA	50613
	<small>Number and Street or RR</small>	<small>City, Town or P.O.</small>	<small>State</small>	<small>Zip</small>

**ADDRESS OF PROPERTY TRANSFERRED:**

	506 W. 1 <sup>st</sup> St.	Cedar Falls	IA	50613
	<small>Number and Street or RR</small>	<small>City, Town or P.O.</small>	<small>State</small>	<small>Zip</small>

**LEGAL DESCRIPTION OF PROPERTY:**

SEE ATTACHED ACQUISITION PLAT

**1. Wells (check one)**

- There are no known wells situated on this property.
- There is a well or wells situated on this property. The type(s), location(s) and legal status are stated below or set forth on an attached separate sheet, as necessary.

**2. Solid Waste Disposal (check one)**

- There is no known solid waste disposal site on this property.
- There is a solid waste disposal site on this property and information related thereto is provided in Attachment #1, attached to this document.

**3. Hazardous Wastes (check one)**

- There is no known hazardous waste on this property.
- There is hazardous waste on this property and information related thereto is provided in Attachment #1, attached to this document.

**4. Underground Storage Tanks (check one)**

- There are no known underground storage tanks on this property. (Note exclusions such as small farm and residential motor fuel tanks, most heating oil tanks, cisterns and septic tanks, in instructions.)
- There is an underground storage tank on this property. The type(s), size(s) and any known substance(s) contained are listed below or on an attached separate sheet, as necessary.

**FILE WITH RECORDER**

**DNR form 542-0960 (July 18, 2012)**

# Item G.2.f.

## 5. Private Burial Site (check one)

- There are no known private burial sites on this property.  
 There is a private burial site on this property. The location(s) of the site(s) and known identifying information of the decedent(s) is stated below or on an attached separate sheet, as necessary.

## 6. Private Sewage Disposal System (check one)

- All buildings on this property are served by a public or semi-public sewage disposal system.  
 This transaction does not involve the transfer of any building which has or is required by law to have a sewage disposal system.  
 There is a building served by private sewage disposal system on this property or a building without any lawful sewage disposal system. A certified inspector's report is attached which documents the condition of the private sewage disposal system and whether any modifications are required to conform to standards adopted by the Department of Natural Resources. A certified inspection report must be accompanied by this form when recording.  
 There is a building served by private sewage disposal system on this property. Weather or other temporary physical conditions prevent the certified inspection of the private sewage disposal system from being conducted. The buyer has executed a binding acknowledgment with the county board of health to conduct a certified inspection of the private sewage disposal system at the earliest practicable time and to be responsible for any required modifications to the private sewage disposal system as identified by the certified inspection. A copy of the binding acknowledgment is attached to this form.  
 There is a building served by private sewage disposal system on this property. The buyer has executed a binding acknowledgment with the county board of health to install a new private sewage disposal system on this property within an agreed upon time period. A copy of the binding acknowledgment is provided with this form.  
 There is a building served by private sewage disposal system on this property. The building to which the sewage disposal system is connected will be demolished without being occupied. The buyer has executed a binding acknowledgment with the county board of health to demolish the building within an agreed upon time period. A copy of the binding acknowledgment is provided with this form. [Exemption #9]  
 This property is exempt from the private sewage disposal inspection requirements pursuant to the following exemption [Note: for exemption #9 use prior check box]:

\_\_\_\_\_  
 The private sewage disposal system has been installed within the past two years pursuant to permit number \_\_\_\_\_.

**Information required by statements checked above should be provided here or on separate sheets attached hereto:**

**I HEREBY DECLARE THAT I HAVE REVIEWED THE INSTRUCTIONS FOR THIS FORM AND THAT THE INFORMATION STATED ABOVE IS TRUE AND CORRECT.**

Signature: \_\_\_\_\_

*James R. Kenyon*  
(Transferor or Agent)

Telephone No.: \_\_\_\_\_

319-264-2952

FILE WITH RECORDER

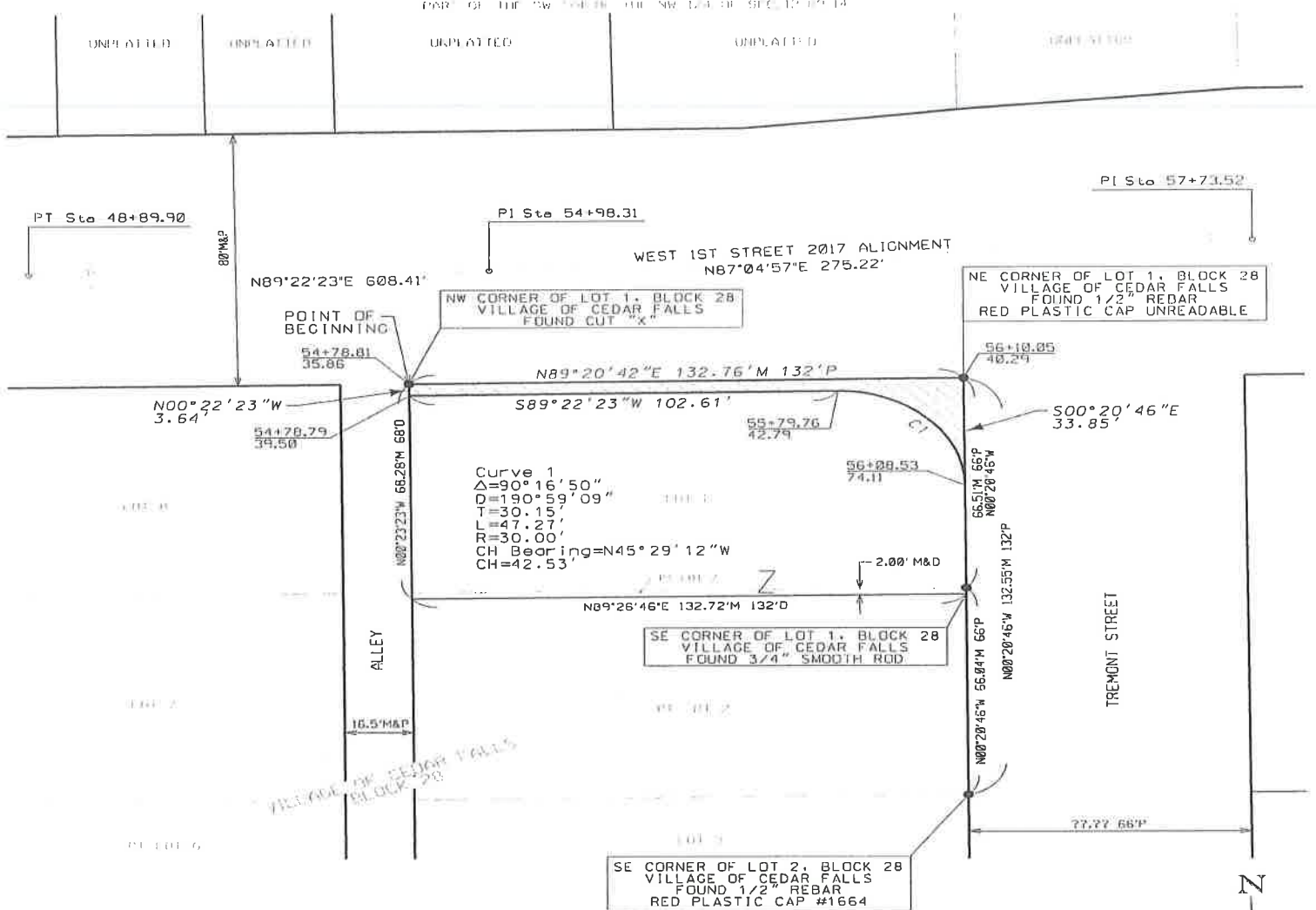
DNR form 542-0960 (July 18, 2012)



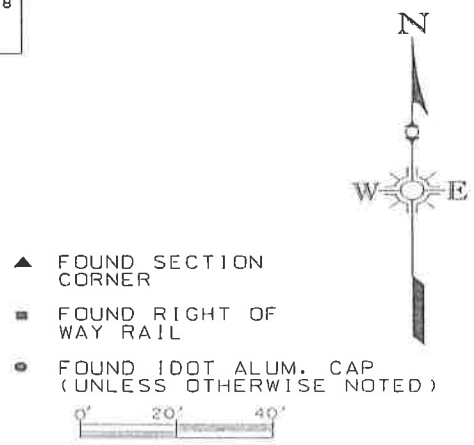
IOWA DEPARTMENT OF TRANSPORTATION  
ACQUISITION PLAT  
EXHIBIT "A"

COUNTY BLACK HAWK STATE CONTROL NO. \_\_\_\_\_  
PROJECT NO. STP-57-2(28)--2C-07 PARCEL NO. 43  
SECTION 12 TOWNSHIP 89 NORTH RANGE 14 WEST  
ROW-FEE 683 S.F. ~~X~~, EASE \_\_\_\_\_ AC EXCESS-FEE \_\_\_\_\_ AC  
ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ MAIN LINE \_\_\_\_\_ SIDE  
ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ SIDE ROAD \_\_\_\_\_ SIDE  
ACQUIRED FROM JAMES R. KENYON

CITY OF CEDAR FALLS, IOWA



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.  
*Terry Coady* 2-18-2018  
TERRY COADY DATE:  
License number 18643  
My License Renewal Date is December 31, 2019  
Pages covered by this seal: \_\_\_\_\_  
EXHIBIT "A" ONLY



DATE REVISED \_\_\_\_\_  
DATE DRAWN JANUARY 29, 2018 SCALE 1" = 40'

# Item G.2.f.

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 43

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

THE FEE SIMPLE TITLE GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

A PART OF LOT 1 OF, BLOCK 28, VILLAGE OF CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1 OF, BLOCK 28, VILLAGE OF CEDAR FALLS; THENCE NORTH  $89^{\circ}20'42''$  EAST ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 132.76 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH  $00^{\circ}20'46''$  EAST ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 33.85 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 30.00 FEET, WHOSE ARC LENGTH IS 47.27 FEET AND WHOSE CHORD BEARS NORTH  $45^{\circ}29'12''$  WEST, 42.53 FEET; THENCE SOUTH  $89^{\circ}22'23''$  WEST, 102.61 FEET TO THE WEST LINE OF SAID LOT 1; THENCE NORTH  $00^{\circ}22'23''$  WEST ALONG SAID WEST LINE, 3.64 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.02 AC. (683 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTE:

THE NORTH LINE OF LOT 1 OF, BLOCK 28, VILLAGE OF CEDAR FALLS ASSUMED TO BEAR NORTH  $89^{\circ}20'42''$  EAST.

Prepared by: Snyder and Associates - 2727 SW Snyder Blvd. PO Box 1159, Ankeny, IA 50023  
For: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

(515) 964-2020  
(319)273-8600

**CITY OF CEDAR FALLS  
OWNER PURCHASE AGREEMENT**

PROPERTY ADDRESS: 714 W. 1<sup>st</sup> St.  
PARCEL NO. 49  
PROJECT NO. STP-57-2(28)-2C-07  
PROJECT NAME: West 1<sup>st</sup> St. / IA 57 PCC Pavement Reconstruction

COUNTY TAX PARCEL NO.8914-12-153-002

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between J and M Bodensteiner, LLC, Seller, and the City of Cedar Falls, Iowa, Buyer.

The Seller agrees to sell and furnish to the Buyer a warranty deed, permanent utility easement and temporary easement agreements, furnished by the Buyer, and the Buyer agrees to purchase the following real estate, or interest in real estate, hereinafter referred to as the premises, described as follows: **All of The East One-half of Lot 8 in Block 38 in Original Plat of the Village (now City) of Cedar Falls, Iowa.** (714 W. 1<sup>st</sup> St. Cedar Falls, IA 50613)

FEE Acquisition  
See attached

and which include the following improvements of whatever type situated on the premises:

\_\_\_\_\_.

1. The premises include the estates, rights, titles and interests, including easements, as are described herein. Seller consents to any change of grade of the street or highway which is adjacent to the premises, and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from the Buyer for all claims per the terms of this agreement and discharges the Buyer from liability because of this agreement and the construction of this public improvement project.
2. Possession of the premises is the essence of this agreement and the Buyer may enter and assume full use and enjoyment of the premises in accordance with the terms of this agreement. The Seller grants the Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. When Buyer has paid Seller the payment amount described in the following paragraph, and when Seller has executed and delivered a warranty deed/permanent easement agreement/ and/or temporary easement agreement(s) [strike inapplicable provisions], conveying title, or an interest in title, to the premises to Seller, as described in this agreement, Buyer shall then be entitled to immediate possession of the premises.

# Item G.2.f.

- Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title, or an interest in title, as provided in this agreement, and to surrender physical possession of the premises as shown on or before the dates listed below.

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>165,000.00</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>165,000.00</u>	TOTAL LUMP SUM	

BREAKDOWN:      ac. = acres      sq. ft. = square feet

Land by Fee Title	_____ sq. ft.	\$ _____
Permanent Utility Easement	_____ sq. ft.	\$ _____
Temporary Easement	_____ sq. ft.	\$ _____
Miscellaneous/Other	_____	\$ _____
Buildings		\$ _____
Severance Damages		\$ _____

- Seller also agrees to execute a Temporary Grading Easement for Construction, a copy of which is attached hereto. Any portion of the premises served by the above project shall be graded, shaped and seeded, if applicable, upon completion of the project by Buyer. The Temporary Construction Easement shall terminate upon completion of the project.
- The Seller warrants that there are no tenants on the premises holding under lease except: NONE.
- This agreement shall apply to and bind the legal successors in interest of the Seller, and the SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession, as required by Section 427.2 of the Code of Iowa, and agrees to warrant good and sufficient title.

Names and address of lienholders are: J and M Boedensteiner, LLC – 2916 Minnetonka Dr. Cedar Falls, IA 50613

- Each page and each attachment is by this reference made a part hereof and the entire agreement consists of 4 pages.
- The Buyer may include mortgagees, lien holders, encumbrances and taxing authorities as payees on warrants as payment on the agreement. If this agreement involves a total taking, SELLER WILL furnish and deliver to the City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613, an abstract of title to be updated, if requested by City. The abstract continued to date, or a title report obtained by the City if this agreement does not involve a total taking, must show merchantable title to the premises vested in Seller. Buyer agrees to pay the cost of any abstract continuation. SELLER AGREES to obtain court approval of this agreement, if requested by the Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to the Buyer, but not attorney fees. Claims for such transfer costs shall be

paid in amounts supported by paid receipts or signed bills.

- 10. If the Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of the Seller.
- 11. This written agreement and the attachments together constitute the entire agreement between the Buyer and the Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein. This agreement is subject to the approval of the Cedar Falls City Council.
- 12. The Seller shall have five years from the date of settlement to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

**J and M Bodensteiner, LLC**

Jason Bodensteiner / MANAGER  
 Name/Title  
05/23/2018  
 Date

Mary Bodensteiner / member  
 Name/Title  
05/23/2018  
 Date

- 1. For an acknowledgment in an individual capacity:

State of   IOWA  

County of   Black Hawk  

This record was acknowledged before me on   5/23/18  

\_\_\_\_\_ (Date) by \_\_\_\_\_

  Jason and Mary Bodensteiner    
 Name(s) of individual(s).

  
 Signature of notarial officer



**Item G.2.f.**

2. For an acknowledgment in a representative capacity:

*Jason Bodensteiner*  
J and M. Bodensteiner, LLC

State of Iowa

County of Black Hawk

This record was acknowledged before me on 5/23/18

\_\_\_\_\_ (Date) by \_\_\_\_\_

Name(s) of individual(s) as Jason Bodensteiner

\_\_\_\_\_ (type of authority, such as officer or trustee)

Of \_\_\_\_\_  
(name of party on behalf of whom record was executed).

*Brian Wingert*  
Signature of notarial officer



**BUYER'S APPROVAL**

By: \_\_\_\_\_  
James P. Brown, Mayor (date)

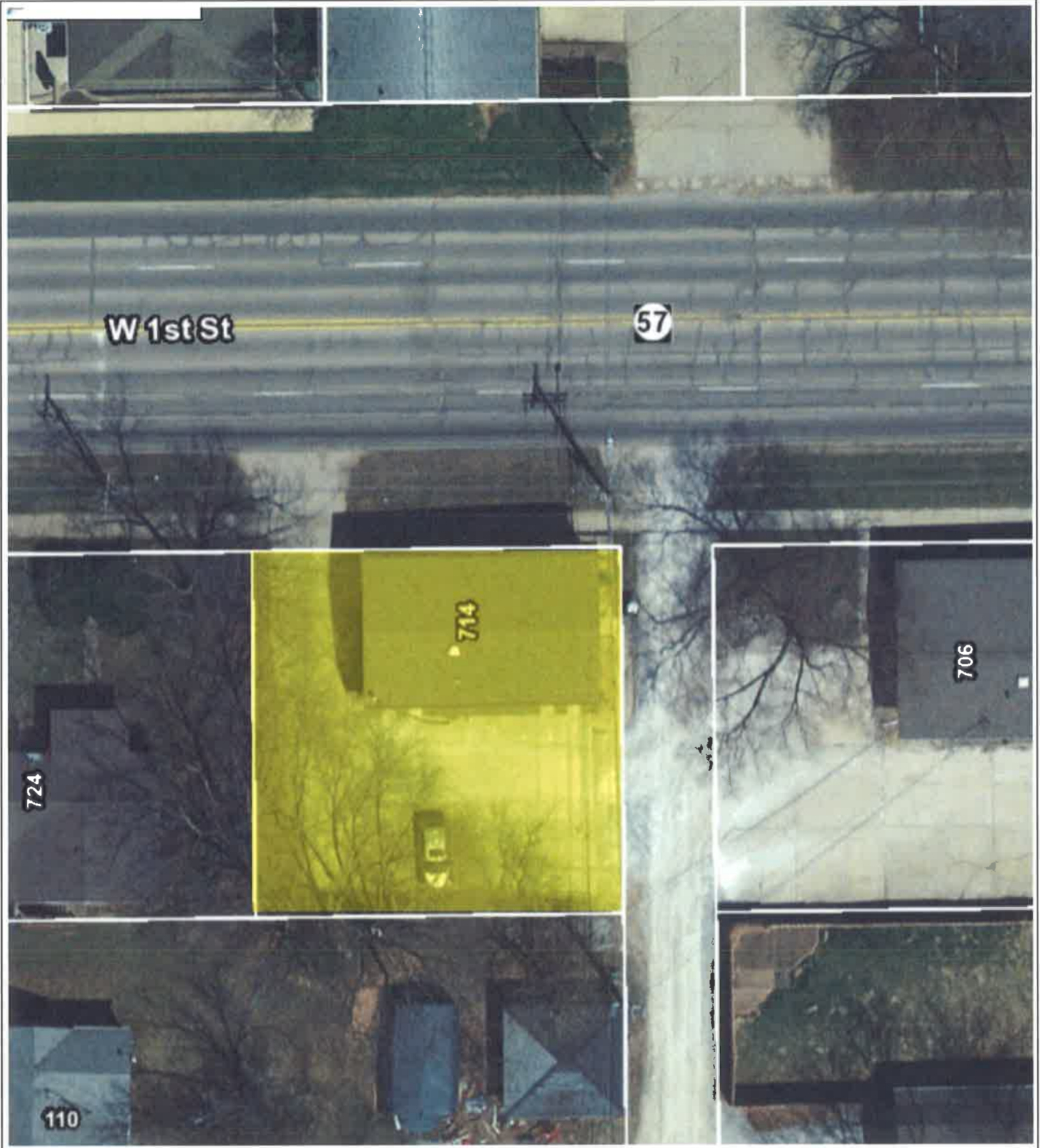
By: \_\_\_\_\_  
Jacqueline Danielsen, MMC (date)  
City Clerk

**MUNICIPALITIES ACKNOWLEDGMENT**

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, by James P. Brown, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

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



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION

PARCEL 49 - J AND M BODENSTEINER LLC



ADDRESS: 714 W. 1ST STREET  
LEGAL: ORIGINAL PLAT CEDAR FALLS  
E 1/2 LOT 8 BLK 38

# Item G.2.f.



**WARRANTY DEED**  
THE IOWA STATE BAR ASSOCIATION  
Official Form No. 101  
**Recorder's Cover Sheet**

**Preparer Information:** Kevin Rogers, City Attorney, 220 Clay Street, Cedar Falls, IA 50613  
Phone: (319) 243-2713

**Taxpayer Information:** J. and M. Bodensteiner, LLC -2916 Minnetonka Dr. Cedar Falls, IA 50613

**Return Document To:** City Clerk, City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

**Grantors:**  
J. and M. Bodensteiner, LLC

**Grantees:**  
State of Iowa

**Legal description:** See Page 2

**Document or instrument number of previously recorded documents:**





WARRANTY DEED

For the consideration of One Dollar(s) and other valuable consideration, J. and M. Bodensteiner, LLC, does hereby Convey to State of Iowa

the following described real estate in Black Hawk County, Iowa:

The East One-half of Lot 8 in Block 38 in Original Plat of the Village (now City) of Cedar Falls, Iowa.

This deed is exempt according to Iowa Code 428A.2(21).

Grantors do Hereby Covenant with grantees, and successors in interest, that grantors hold the real estate by title in fee simple; that they have good and lawful authority to sell and Convey the real estate; that the real estate is free and clear of all liens and encumbrances except as may be above stated; and grantors Covenant to Warrant and Defend the real estate against the lawful claims of all persons except as may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate. Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated on 05/23/2018

J. and M. Bodensteiner, LLC

Signature of J. Bodensteiner / MANAGER (Grantor)

Name/Title (Grantor)

Signature of M. Bodensteiner / member (Grantor)

Name/Title (Grantor)

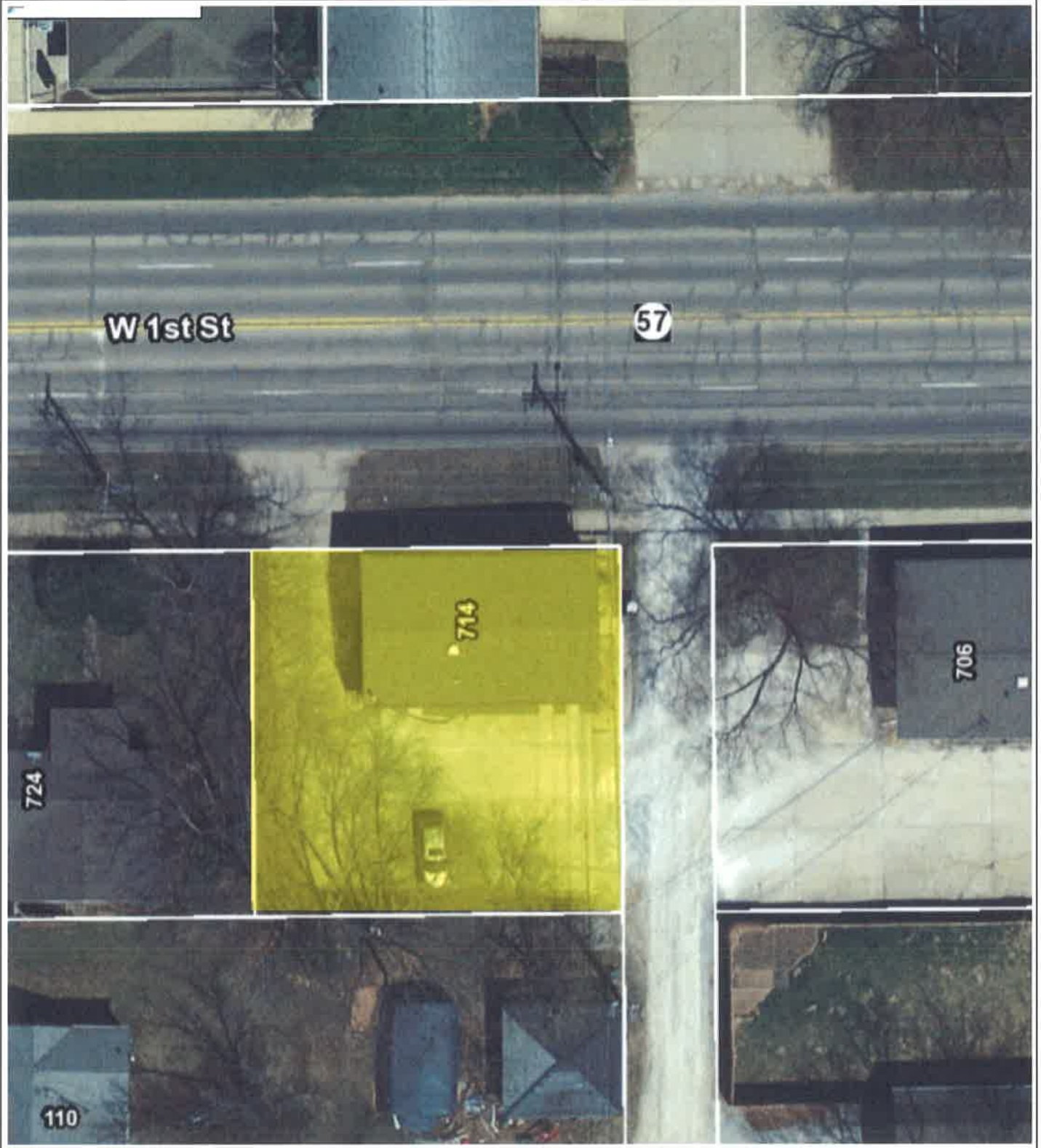
STATE OF IOWA, COUNTY OF Black Hawk

This record was acknowledged before me on 5/23/18, by



Signature of Notary Public

**Item G.2.f.**



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION

PARCEL 49 - J AND M BODENSTEINER LLC



-310-

ADDRESS: 714 W. 1ST STREET

LEGAL: ORIGINAL PLAT CEDAR FALLS  
E 1/2 LOT 8 BLK 38

**REAL ESTATE TRANSFER - GROUNDWATER HAZARD STATEMENT  
TO BE COMPLETED BY TRANSFEROR**

**TRANSFEROR:**

Name	J. and M. Bodensteiner, LLC			
Address	2916 Minnetonka Dr.	Cedar Falls	IA	50613
	<small>Number and Street or RR</small>	<small>City, Town or P.O.</small>	<small>State</small>	<small>Zip</small>

**TRANSFeree:**

Name	City of Cedar Falls			
Address	220 Clay St.	Cedar Falls	IA	50613
	<small>Number and Street or RR</small>	<small>City, Town or P.O.</small>	<small>State</small>	<small>Zip</small>

**ADDRESS OF PROPERTY TRANSFERRED:**

<small>Number and Street or RR</small>	<small>City, Town or P.O.</small>	<small>State</small>	<small>Zip</small>
--	-----------------------------------	----------------------	--------------------

**LEGAL DESCRIPTION OF PROPERTY:**

SEE ATTACHED LEGAL DESCRIPTION AS EXHIBIT "A"

**1. Wells (check one)**

- There are no known wells situated on this property.
- There is a well or wells situated on this property. The type(s), location(s) and legal status are stated below or set forth on an attached separate sheet, as necessary.

**2. Solid Waste Disposal (check one)**

- There is no known solid waste disposal site on this property.
- There is a solid waste disposal site on this property and information related thereto is provided in Attachment #1, attached to this document.

**3. Hazardous Wastes (check one)**

- There is no known hazardous waste on this property.
- There is hazardous waste on this property and information related thereto is provided in Attachment #1, attached to this document.

**4. Underground Storage Tanks (check one)**

- There are no known underground storage tanks on this property. (Note exclusions such as small farm and residential motor fuel tanks, most heating oil tanks, cisterns and septic tanks, in instructions.)
- There is an underground storage tank on this property. The type(s), size(s) and any known substance(s) contained are listed below or on an attached separate sheet, as necessary.

**FILE WITH RECORDER**

**DNR form 542-0960 (July 18, 2012)**

# Item G.2.f.

## 5. Private Burial Site (check one)

There are no known private burial sites on this property.

There is a private burial site on this property. The location(s) of the site(s) and known identifying information of the decedent(s) is stated below or on an attached separate sheet, as necessary.

## 6. Private Sewage Disposal System (check one)

All buildings on this property are served by a public or semi-public sewage disposal system.

This transaction does not involve the transfer of any building which has or is required by law to have a sewage disposal system.

There is a building served by private sewage disposal system on this property or a building without any lawful sewage disposal system. A certified inspector's report is attached which documents the condition of the private sewage disposal system and whether any modifications are required to conform to standards adopted by the Department of Natural Resources. A certified inspection report must be accompanied by this form when recording.

There is a building served by private sewage disposal system on this property. Weather or other temporary physical conditions prevent the certified inspection of the private sewage disposal system from being conducted. The buyer has executed a binding acknowledgment with the county board of health to conduct a certified inspection of the private sewage disposal system at the earliest practicable time and to be responsible for any required modifications to the private sewage disposal system as identified by the certified inspection. A copy of the binding acknowledgment is attached to this form.

There is a building served by private sewage disposal system on this property. The buyer has executed a binding acknowledgment with the county board of health to install a new private sewage disposal system on this property within an agreed upon time period. A copy of the binding acknowledgment is provided with this form.

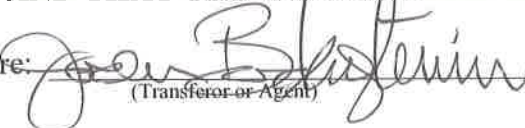
There is a building served by private sewage disposal system on this property. The building to which the sewage disposal system is connected will be demolished without being occupied. The buyer has executed a binding acknowledgment with the county board of health to demolish the building within an agreed upon time period. A copy of the binding acknowledgment is provided with this form. [Exemption #9]

This property is exempt from the private sewage disposal inspection requirements pursuant to the following exemption [Note: for exemption #9 use prior check box]:

\_\_\_\_\_.  
 The private sewage disposal system has been installed within the past two years pursuant to permit number \_\_\_\_\_.

**Information required by statements checked above should be provided here or on separate sheets attached hereto:**

**I HEREBY DECLARE THAT I HAVE REVIEWED THE INSTRUCTIONS FOR THIS FORM AND THAT THE INFORMATION STATED ABOVE IS TRUE AND CORRECT.**

Signature:   
(Transferor or Agent)

Telephone No.: 319-415-8965

EXHIBIT "A"

The East One-half of Lot 8 in Block 38 in Original Plat of the Village (now City) of Cedar Falls, Iowa.

**Item G.2.f.**



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION

PARCEL 49 - J AND M BODENSTEINER LLC



ADDRESS: 714 W. 1ST STREET

LEGAL: ORIGINAL PLAT CEDAR FALLS  
E 1/2 LOT 8 BLK 38

Prepared by: Snyder and Associates - 2727 SW Snyder Blvd. PO Box 1159, Ankeny, IA 50023  
For: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

(515) 964-2020  
(319)273-8600

**CITY OF CEDAR FALLS  
OWNER PURCHASE AGREEMENT**

PROPERTY ADDRESS: 904 W. 1<sup>st</sup> St.  
PARCEL NO. 55  
PROJECT NO. STP-57-2(28)-2C-07  
PROJECT NAME: West 1<sup>st</sup> St. / IA 57 PCC Pavement Reconstruction

COUNTY TAX PARCEL NO.8914-11-278-006

THIS AGREEMENT entered into this 13 day of June, 2018, by and between Carmen S. Nimmo, Seller, and the City of Cedar Falls, Iowa, Buyer.

1. The Seller agrees to sell and furnish to the Buyer a warranty deed, permanent utility easement and temporary easement agreements, furnished by the Buyer, and the Buyer agrees to purchase the following real estate, or interest in real estate, hereinafter referred to as the premises, described as follows: **See Attached Exhibits**

FEE Acquisition  
See attached

Temporary Easement  
See attached

and which include the following improvements of whatever type situated on the premises:

\_\_\_\_\_

2. The premises include the estates, rights, titles and interests, including easements, as are described herein. Seller consents to any change of grade of the street or highway which is adjacent to the premises, and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from the Buyer for all claims per the terms of this agreement and discharges the Buyer from liability because of this agreement and the construction of this public improvement project.
3. Possession of the premises is the essence of this agreement and the Buyer may enter and assume full use and enjoyment of the premises in accordance with the terms of this agreement. The Seller grants the Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. When Buyer has paid Seller the payment amount described in the following paragraph, and when Seller has executed and delivered a warranty deed/permanent easement agreement/ and/or temporary easement agreement(s) [strike inapplicable provisions], conveying title, or an interest in title, to the premises to Seller, as described in this agreement, Buyer shall then be entitled to immediate possession of the premises.
4. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title, or an interest in title, as provided in this agreement, and to surrender physical possession of the premises as shown on or before the dates listed below.

# Item G.2.f.

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>4,639.32</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>4,640.00</u>	TOTAL LUMP SUM	

BREAKDOWN:      ac. = acres      sq. ft. = square feet

Land by Fee Title	<u>295</u>	sq. ft.	\$ <u>2,655.00</u>
Permanent Utility Easement	_____	sq. ft.	\$ _____
Temporary Easement	<u>1,378</u>	sq. ft.	\$ <u>1,984.32</u>
Miscellaneous/Other	_____		\$ _____
Buildings			\$ _____
Severance Damages			\$ _____

5. Seller also agrees to execute a Temporary Grading Easement for Construction, a copy of which is attached hereto. Any portion of the premises served by the above project shall be graded, shaped and seeded, if applicable, upon completion of the project by Buyer. The Temporary Construction Easement shall terminate upon completion of the project.
6. The Seller warrants that there are no tenants on the premises holding under lease except: NONE.
7. This agreement shall apply to and bind the legal successors in interest of the Seller, and the SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession, as required by Section 427.2 of the Code of Iowa, and agrees to warrant good and sufficient title.

Names and address of lienholders are: Carmen S. Nimmo – 904 W. 1<sup>st</sup> St. Cedar Falls, IA 50613

8. Each page and each attachment is by this reference made a part hereof and the entire agreement consists of 7 pages.
9. The Buyer may include mortgagees, lien holders, encumbrances and taxing authorities as payees on warrants as payment on the agreement. If this agreement involves a total taking, SELLER WILL furnish and deliver to the City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613, an abstract of title to be updated, if requested by City. The abstract continued to date, or a title report obtained by the City if this agreement does not involve a total taking, must show merchantable title to the premises vested in Seller. Buyer agrees to pay the cost of any abstract continuation. SELLER AGREES to obtain court approval of this agreement, if requested by the Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to the Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.
10. If the Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the



survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of the Seller.

- 11. This written agreement and the attachments together constitute the entire agreement between the Buyer and the Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein. This agreement is subject to the approval of the Cedar Falls City Council.
- 12. The Seller shall have five years from the date of settlement to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

Carmen S. Nimmo      6-13-18  
 Carmen S. Nimmo      Date

Joseph Barker  
 (Spouse)

- 1. For an acknowledgment in an individual capacity:

State of Iowa  
 County of Black Hawk

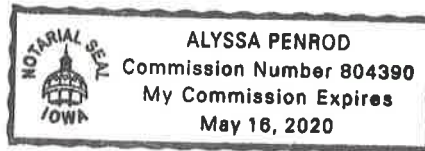
This record was acknowledged before me on 06-13-2018

\_\_\_\_\_ (Date) by Carmen

S. Nimmo-Barker & Joseph Barker

Name(s) of individual(s).

Alyssa Penrod  
 Signature of notarial officer



**Item G.2.f.**

2. For an acknowledgment in a representative capacity:

(Business Name, Trustee, name of person signing on behalf of)

State of \_\_\_\_\_

County of \_\_\_\_\_

This record was acknowledged before me on \_\_\_\_\_

\_\_\_\_\_ (Date) by \_\_\_\_\_

Name(s) of individual(s) as \_\_\_\_\_

\_\_\_\_\_ (type of authority, such as officer or trustee)

of \_\_\_\_\_

(name of party on behalf of whom record was executed) .

\_\_\_\_\_  
Signature of notarial officer

**BUYER'S APPROVAL**

By: \_\_\_\_\_  
James P. Brown, Mayor (date)

By: \_\_\_\_\_  
Jacqueline Danielsens, MMC (date)  
City Clerk

**MUNICIPALITIES ACKNOWLEDGMENT**

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

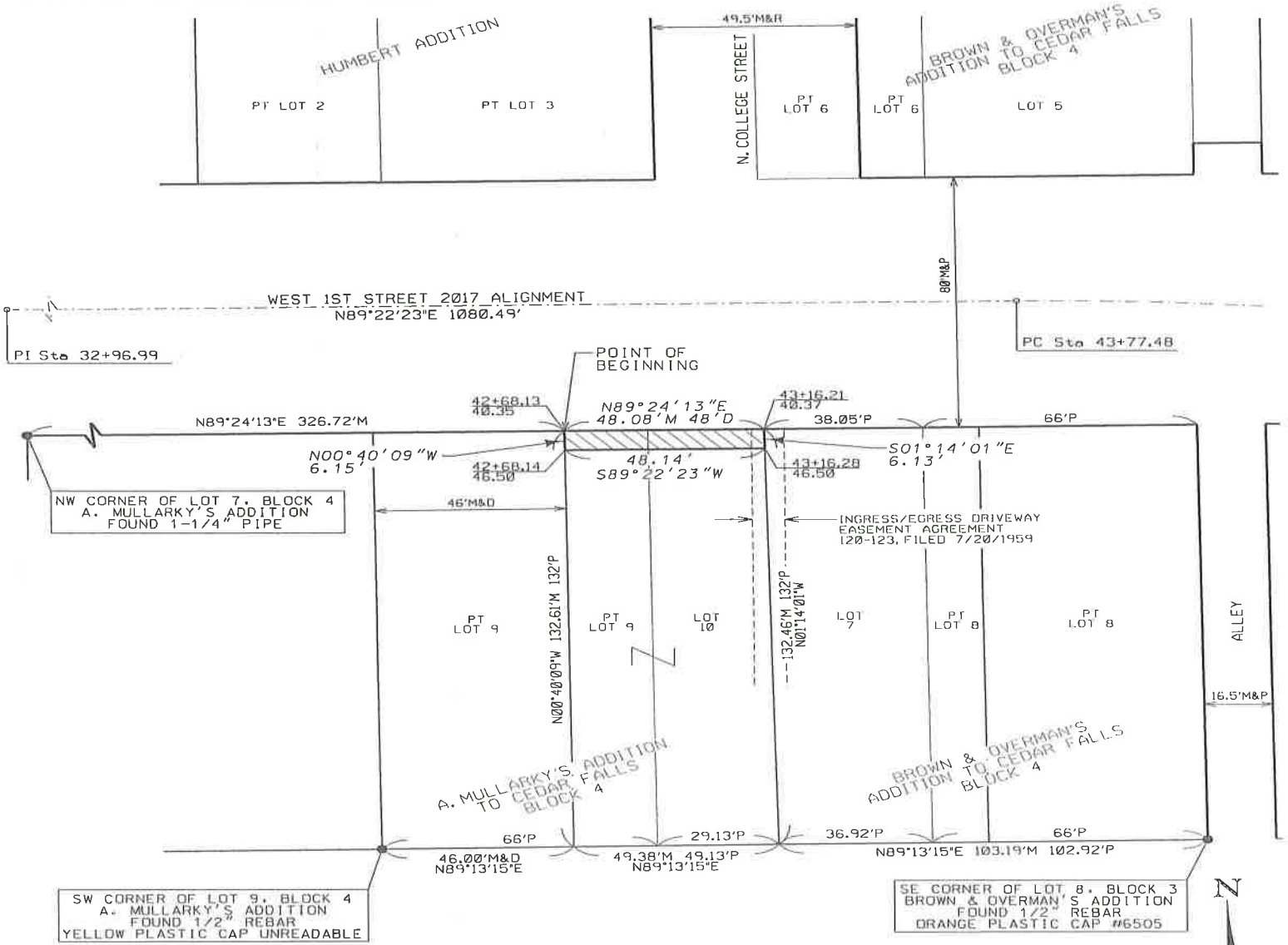
This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, by James P. Brown, Mayor, and Jacqueline Danielsens, MMC, City Clerk, of the City of Cedar Falls, Iowa.

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

IOWA DEPARTMENT OF TRANSPORTATION  
ACQUISITION PLAT  
EXHIBIT "A"

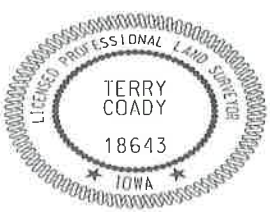
COUNTY BLACK HAWK STATE CONTROL NO. \_\_\_\_\_  
PROJECT NO. STP-57-2(28)--2C-07 PARCEL NO. 55  
SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST  
ROW-FEE 295 S.F.  AC, EASE \_\_\_\_\_ AC EXCESS-FEE \_\_\_\_\_ AC  
ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ MAIN LINE \_\_\_\_\_ SIDE \_\_\_\_\_  
ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ SIDE ROAD \_\_\_\_\_ SIDE \_\_\_\_\_  
ACQUIRED FROM CARMEN S. NIMMO

CITY OF CEDAR FALLS, IOWA

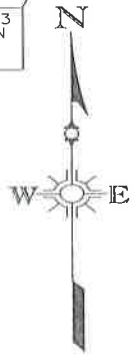


I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

*Terry Coady* 2-18-2018  
TERRY COADY DATE:  
License number 18643  
My License Renewal Date is December 31, 2019  
Pages covered by this seal: \_\_\_\_\_  
EXHIBIT "A" ONLY



- ▲ FOUND SECTION CORNER
- FOUND RIGHT OF WAY RAIL
- FOUND IDOT ALUM. CAP (UNLESS OTHERWISE NOTED)



# Item G.2.f.

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 55

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

THE FEE SIMPLE TITLE GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

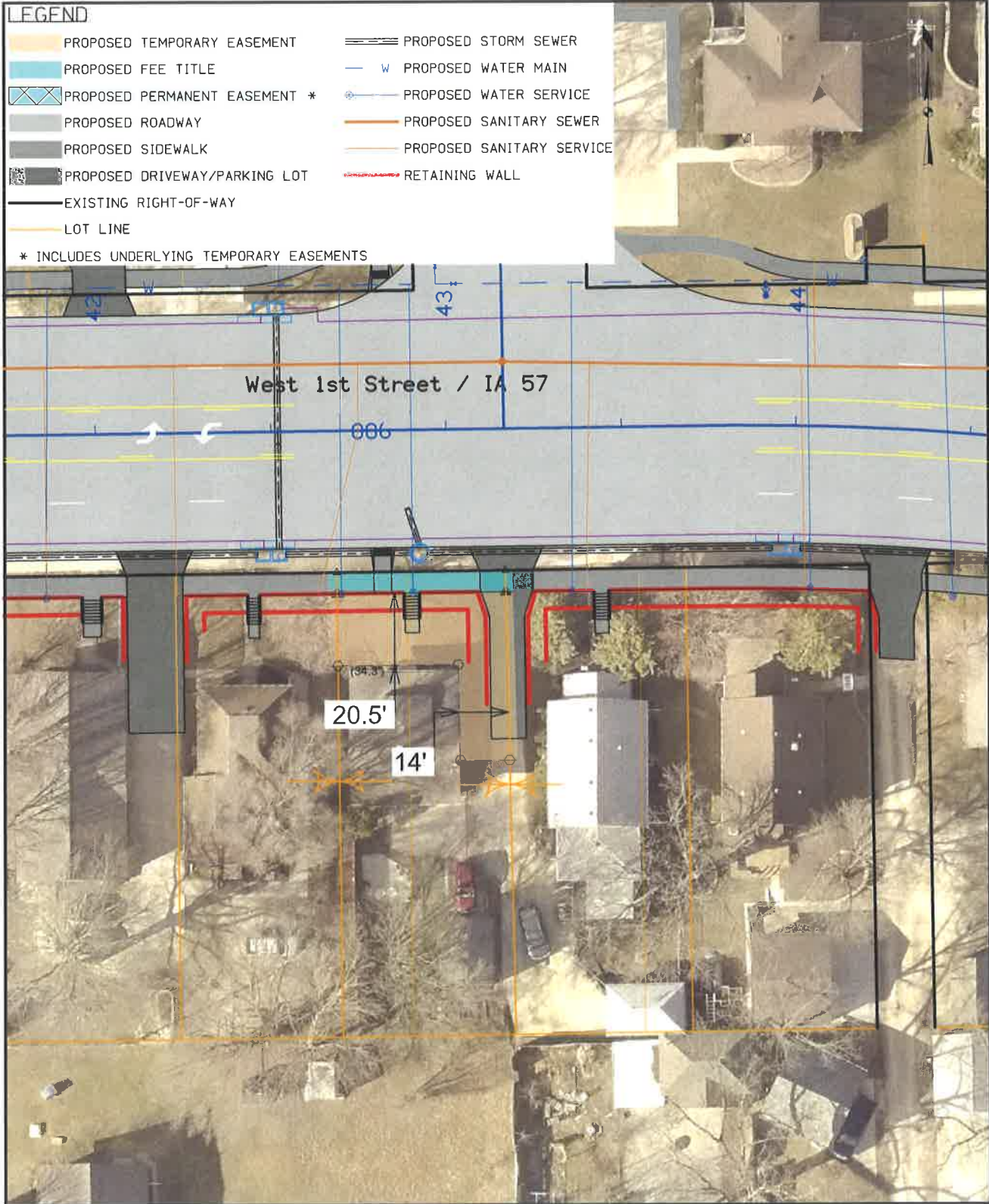
A PART OF LOT 9 AND A PART OF LOT 10 OF, BLOCK 4, A. MULLARKY'S ADDITION TO CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 7, OF SAID BLOCK 4, A. MULLARKY'S ADDITION TO CEDAR FALLS; THENCE NORTH 89°24'13" EAST ALONG THE NORTH LINE OF SAID BLOCK 4, A DISTANCE OF 326.72 FEET TO THE NORTHEAST CORNER OF THE WEST 46.00 FEET OF SAID LOT 9 AND TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89°24'13" EAST ALONG SAID NORTH LINE OF BLOCK 4, A DISTANCE OF 48.08 FEET TO THE NORTHEAST CORNER OF SAID LOT 10; THENCE SOUTH 01°14'01" EAST ALONG THE EAST LINE OF SAID LOT 10, A DISTANCE OF 6.13 FEET; THENCE SOUTH 89°22'23" WEST, 48.14 FEET TO THE EAST LINE OF THE WEST 46.00 FEET OF SAID LOT 9; THENCE NORTH 00°40'09" WEST ALONG SAID EAST LINE, 6.15 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 AC. (295 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

**NOTE:**

THE NORTH LINE OF BLOCK 4 OF A. MULLARKY'S ADDITION TO CEDAR FALLS ASSUMED TO BEAR NORTH 89°24'13" EAST.



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION

PARCEL 55 - CARMEN S. NIMMO

SCALE:  
1" = 40'

DATE:  
02/08/2018

PROJECT #:  
STP-57-2(28)--2G-07



## Item G.2.f.

Prepared by: Snyder and Associates – 2727 SW Snyder Blvd. P.O. Box 1159, Ankeny, IA 50023  
Return to: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

### OWNER'S TEMPORARY GRADING EASEMENT FOR CONSTRUCTION

This instrument is made this 13 day of June, 2018, by Carmen S. Nimmo, owner(s) (hereinafter referred to as GRANTOR(S)) of the following described property:

See Attached Exhibit

WHEREAS, the owner(s) in fee simple of the real property known and described as set out above is the GRANTOR(S), and

WHEREAS, the City of Cedar Falls (hereinafter referred to as GRANTEE) proposes to grade, shape and seed improvements upon a portion of the above real property owned by the GRANTOR(S), and

WHEREAS, the GRANTOR(S) has agreed to grant to the GRANTEE, a Temporary Grading Easement for Construction for the purpose of grading, shaping and seeding, if applicable, upon a portion of the real property of the GRANTOR(S), for consideration of \$1.00 and other valuable consideration duly paid and acknowledged. It is agreed the temporary easement granted herein shall terminate upon completion of the Project and final acceptance of public improvements by the City Council.

THEREFORE, for the above consideration, the GRANTOR(S) hereby grants unto the GRANTEE the Easement and rights described below:

See Attached Temporary Grading Easement for Construction Exhibit,

which Easement and rights shall be binding upon the GRANTOR(S).

GRANTEE agrees to restore the easement area in a timely manner including, but not limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, upon completion of the construction or repairs.

Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

Carmen S. Nimmo 6-13-18 Joseph Barner  
Carmen S. Nimmo Date Spouse Date

1. For an acknowledgment in a representative capacity:

State of Iowa

County of Black Hawk

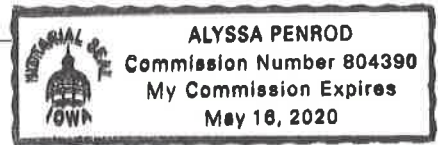
This record was acknowledged before me on 06-13-2018 (Date)

by Carmen S. Nimmo Barner & Joseph Barner Name(s) of individual(s)

as Notary Public (type of authority, such as officer or trustee)

of City of Cedar Falls, IA  
(name of party on behalf of whom record was executed).

Alyssa Penrod  
Signature of notarial officer



**Item G.2.f.**

ACCEPTANCE OF EASEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Easement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

CITY OF CEDAR FALLS, IOWA

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

ATTEST

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

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

This instrument was acknowledged before me on \_\_\_\_\_, 2018, by James P. Brown, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

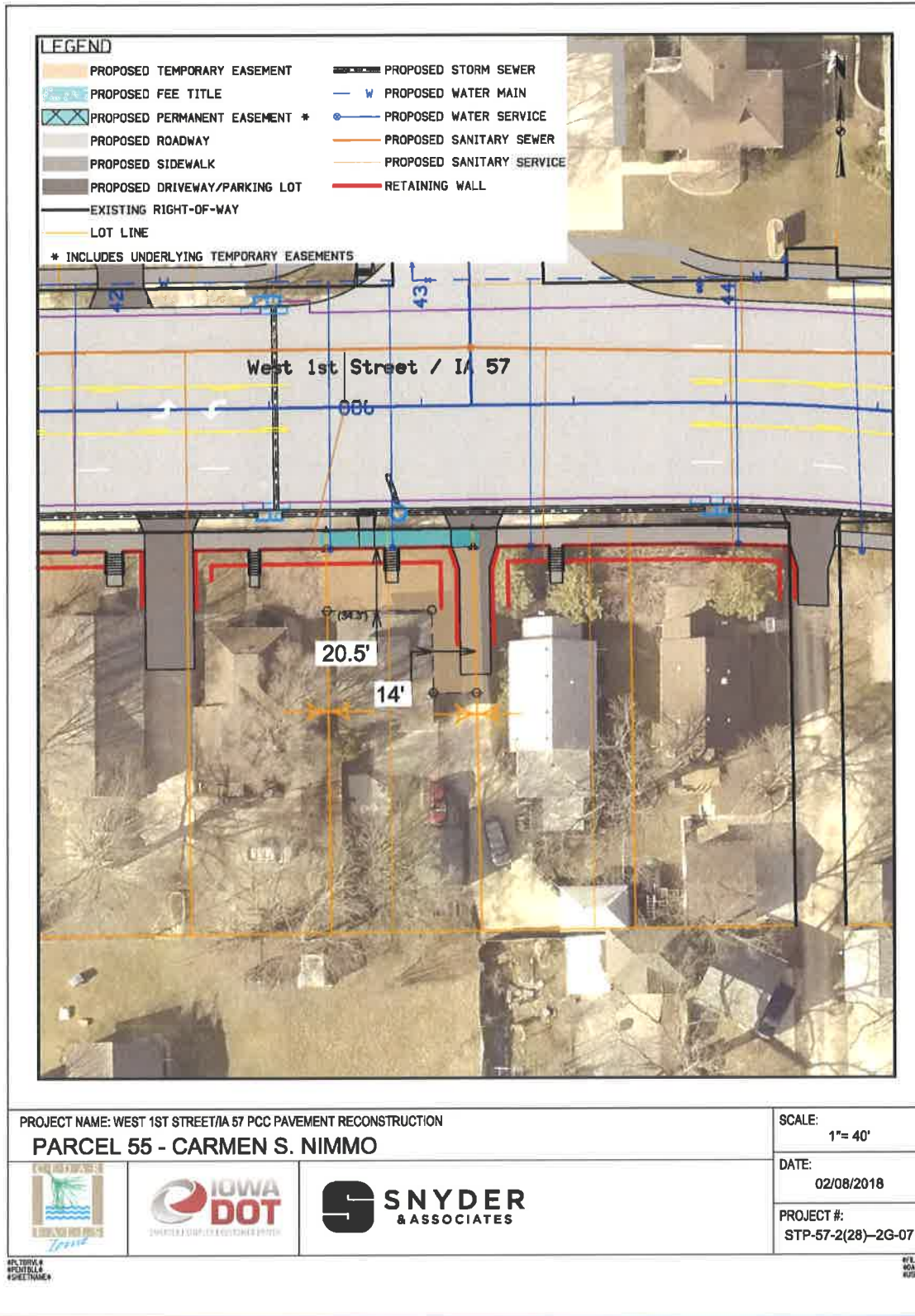
\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_



EXHIBIT



# Item G.2.f.



**WARRANTY DEED**  
THE IOWA STATE BAR ASSOCIATION  
Official Form No. 101  
**Recorder's Cover Sheet**

**Preparer Information:** Kevin Rogers, City Attorney, 220 Clay Street, Cedar Falls, IA 50613,  
Phone: (319) 243-2713

**Taxpayer Information:** Carmen S. Nimmo -904 W. 1<sup>st</sup> St. Cedar Falls, IA 50613

**Return Document To:** City Clerk, City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

**Grantors:**  
Carmen S. Nimmo

**Grantees:**  
State of Iowa

**Legal description:** See Page 2

**Document or instrument number of previously recorded documents:**



WARRANTY DEED

For the consideration of One Dollar(s) and other valuable consideration, Carmen S. Nimmo, a single person, does hereby Convey to State of Iowa

the following described real estate in Black Hawk County, Iowa:

Lot 9, except the West 46 feet thereof, and Lot 10, Block 4, A. Mullarkys Addition to the City of Cedar Falls, Black Hawk County, Iowa.

This deed is exempt according to Iowa Code 428A.2(21).

Grantors do Hereby Covenant with grantees, and successors in interest, that grantors hold the real estate by title in fee simple; that they have good and lawful authority to sell and Convey the real estate; that the real estate is free and clear of all liens and encumbrances except as may be above stated; and grantors Covenant to Warrant and Defend the real estate against the lawful claims of all persons except as may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate. Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated on 6-13-18

Carmen S. Nimmo (Grantor)

Joseph Barber (Grantor)

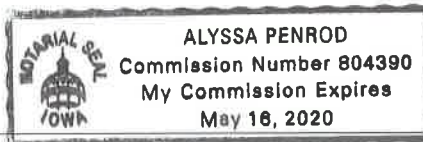
(Grantor)

(Grantor)

STATE OF IOWA, COUNTY OF Black Hawk

This record was acknowledged before me on 06-13-2018, by Carmen S. Nimmo-Barber & Joseph Barber

Alyssa Penrod Signature of Notary Public

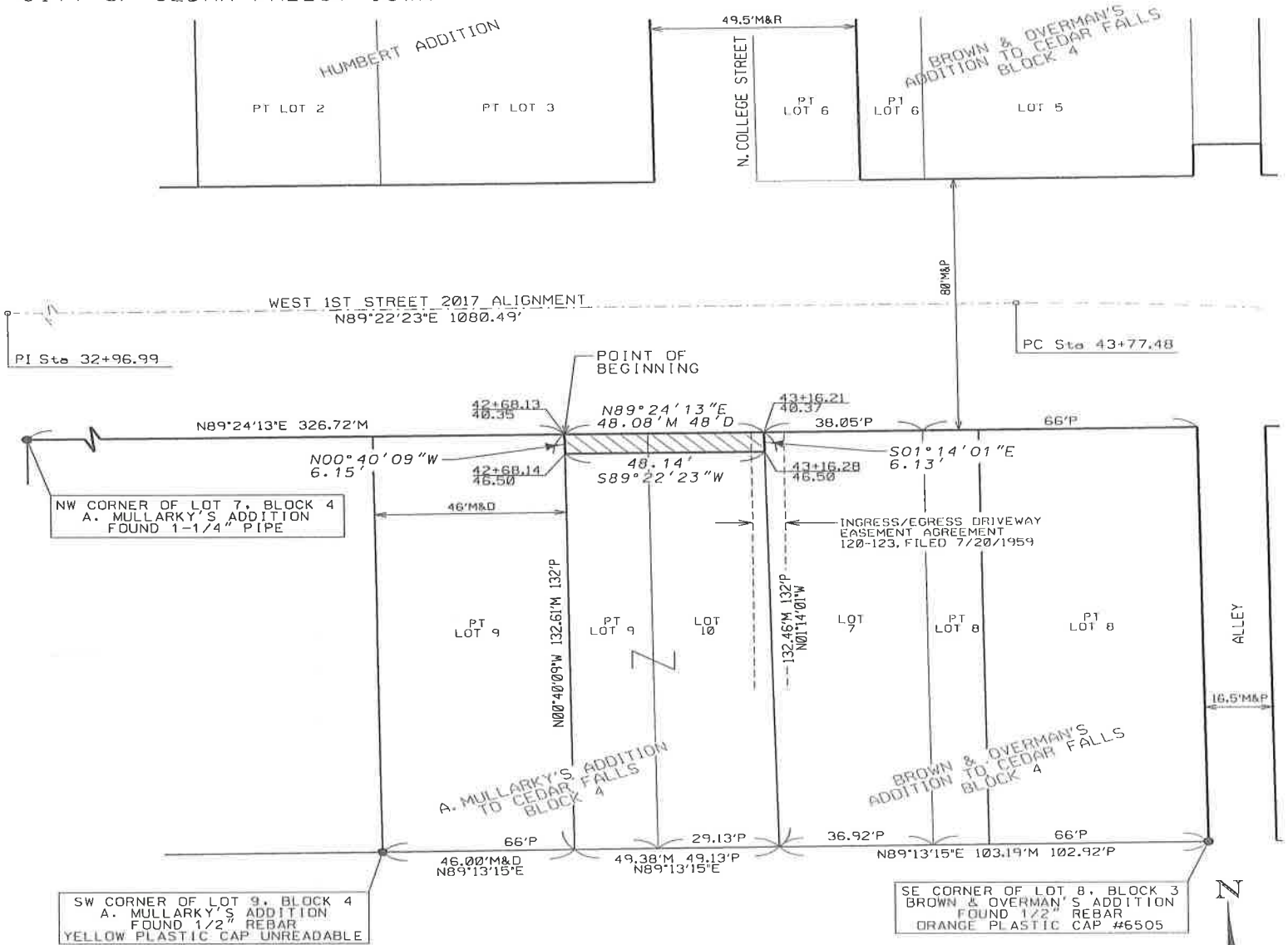


# Item G.2.f.

## IOWA DEPARTMENT OF TRANSPORTATION ACQUISITION PLAT EXHIBIT "A"

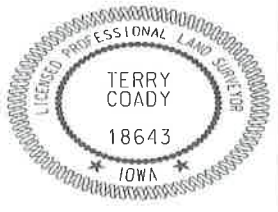
COUNTY BLACK HAWK STATE CONTROL NO. \_\_\_\_\_  
 PROJECT NO. STP-57-2(28)--2C-07 PARCEL NO. 55  
 SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST  
 ROW-FEE 295 S.F. AC, EASE \_\_\_\_\_ AC EXCESS-FEE \_\_\_\_\_ AC  
 ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ MAIN LINE \_\_\_\_\_ SIDE  
 ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ SIDE ROAD \_\_\_\_\_ SIDE  
 ACQUIRED FROM CARMEN S. NIMMO

CITY OF CEDAR FALLS, IOWA



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

*Terry Coady* **2-18-2018**  
 TERRY COADY DATE:  
 License number 18643  
 My License Renewal Date is December 31, 2019  
 Pages covered by this seal: \_\_\_\_\_  
 EXHIBIT "A" ONLY



- ▲ FOUND SECTION CORNER
- FOUND RIGHT OF WAY RAIL
- FOUND IDOT ALUM. CAP (UNLESS OTHERWISE NOTED)



DATE REVISED \_\_\_\_\_  
 DATE DRAWN JANUARY 29, 2018 **-328-** SCALE 1" = 40'

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 55

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

THE FEE SIMPLE TITLE GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

A PART OF LOT 9 AND A PART OF LOT 10 OF, BLOCK 4, A. MULLARKY'S ADDITION TO CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 7, OF SAID BLOCK 4, A. MULLARKY'S ADDITION TO CEDAR FALLS; THENCE NORTH 89°24'13" EAST ALONG THE NORTH LINE OF SAID BLOCK 4, A DISTANCE OF 326.72 FEET TO THE NORTHEAST CORNER OF THE WEST 46.00 FEET OF SAID LOT 9 AND TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89°24'13" EAST ALONG SAID NORTH LINE OF BLOCK 4, A DISTANCE OF 48.08 FEET TO THE NORTHEAST CORNER OF SAID LOT 10; THENCE SOUTH 01°14'01" EAST ALONG THE EAST LINE OF SAID LOT 10, A DISTANCE OF 6.13 FEET; THENCE SOUTH 89°22'23" WEST, 48.14 FEET TO THE EAST LINE OF THE WEST 46.00 FEET OF SAID LOT 9; THENCE NORTH 00°40'09" WEST ALONG SAID EAST LINE, 6.15 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 AC. (295 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

**NOTE:**

THE NORTH LINE OF BLOCK 4 OF A. MULLARKY'S ADDITION TO CEDAR FALLS ASSUMED TO BEAR NORTH 89°24'13" EAST.

**Item G.2.f.**

**REAL ESTATE TRANSFER - GROUNDWATER HAZARD STATEMENT  
TO BE COMPLETED BY TRANSFEROR**

**TRANSFEROR:**

Name	Carmen S. Nimmo		
Address	904 W. 1 <sup>st</sup> St.	Cedar Falls	IA 50613
	<small>Number and Street or RR</small>	<small>City, Town or P.O.</small>	<small>State Zip</small>

**TRANSFeree:**

Name	City of Cedar Falls		
Address	220 Clay St.	Cedar Falls	IA 50613
	<small>Number and Street or RR</small>	<small>City, Town or P.O.</small>	<small>State Zip</small>

**ADDRESS OF PROPERTY TRANSFERRED:**

<small>Number and Street or RR</small>	<small>City, Town or P.O.</small>	<small>State</small>	<small>Zip</small>
--	-----------------------------------	----------------------	--------------------

**LEGAL DESCRIPTION OF PROPERTY:**

SEE ATTACHED LEGAL DESCRIPTION AS EXHIBIT "A"

**1. Wells (check one)**

- There are no known wells situated on this property.
- There is a well or wells situated on this property. The type(s), location(s) and legal status are stated below or set forth on an attached separate sheet, as necessary.

**2. Solid Waste Disposal (check one)**

- There is no known solid waste disposal site on this property.
- There is a solid waste disposal site on this property and information related thereto is provided in Attachment #1, attached to this document.

**3. Hazardous Wastes (check one)**

- There is no known hazardous waste on this property.
- There is hazardous waste on this property and information related thereto is provided in Attachment #1, attached to this document.

**4. Underground Storage Tanks (check one)**

- There are no known underground storage tanks on this property. (Note exclusions such as small farm and residential motor fuel tanks, most heating oil tanks, cisterns and septic tanks, in instructions.)
- There is an underground storage tank on this property. The type(s), size(s) and any known substance(s) contained are listed below or on an attached separate sheet, as necessary.

**FILE WITH RECORDER**

**DNR form 542-0960 (July 18, 2012)**

5. Private Burial Site (check one)

There are no known private burial sites on this property.

There is a private burial site on this property. The location(s) of the site(s) and known identifying information of the decedent(s) is stated below or on an attached separate sheet, as necessary.

6. Private Sewage Disposal System (check one)

All buildings on this property are served by a public or semi-public sewage disposal system.

This transaction does not involve the transfer of any building which has or is required by law to have a sewage disposal system.

There is a building served by private sewage disposal system on this property or a building without any lawful sewage disposal system. A certified inspector's report is attached which documents the condition of the private sewage disposal system and whether any modifications are required to conform to standards adopted by the Department of Natural Resources. A certified inspection report must be accompanied by this form when recording.

There is a building served by private sewage disposal system on this property. Weather or other temporary physical conditions prevent the certified inspection of the private sewage disposal system from being conducted. The buyer has executed a binding acknowledgment with the county board of health to conduct a certified inspection of the private sewage disposal system at the earliest practicable time and to be responsible for any required modifications to the private sewage disposal system as identified by the certified inspection. A copy of the binding acknowledgment is attached to this form.

There is a building served by private sewage disposal system on this property. The buyer has executed a binding acknowledgment with the county board of health to install a new private sewage disposal system on this property within an agreed upon time period. A copy of the binding acknowledgment is provided with this form.

There is a building served by private sewage disposal system on this property. The building to which the sewage disposal system is connected will be demolished without being occupied. The buyer has executed a binding acknowledgment with the county board of health to demolish the building within an agreed upon time period. A copy of the binding acknowledgment is provided with this form. [Exemption #9]

This property is exempt from the private sewage disposal inspection requirements pursuant to the following exemption [Note: for exemption #9 use prior check box]:

The private sewage disposal system has been installed within the past two years pursuant to permit number \_\_\_\_\_.

Information required by statements checked above should be provided here or on separate sheets attached hereto:

I HEREBY DECLARE THAT I HAVE REVIEWED THE INSTRUCTIONS FOR THIS FORM AND THAT THE INFORMATION STATED ABOVE IS TRUE AND CORRECT.

Signature:   
(Transferor or Agent)

Telephone No.: \_\_\_\_\_  
319-575-0657

## Item G.2.f.

### EXHIBIT "A"

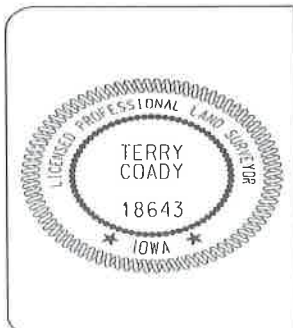
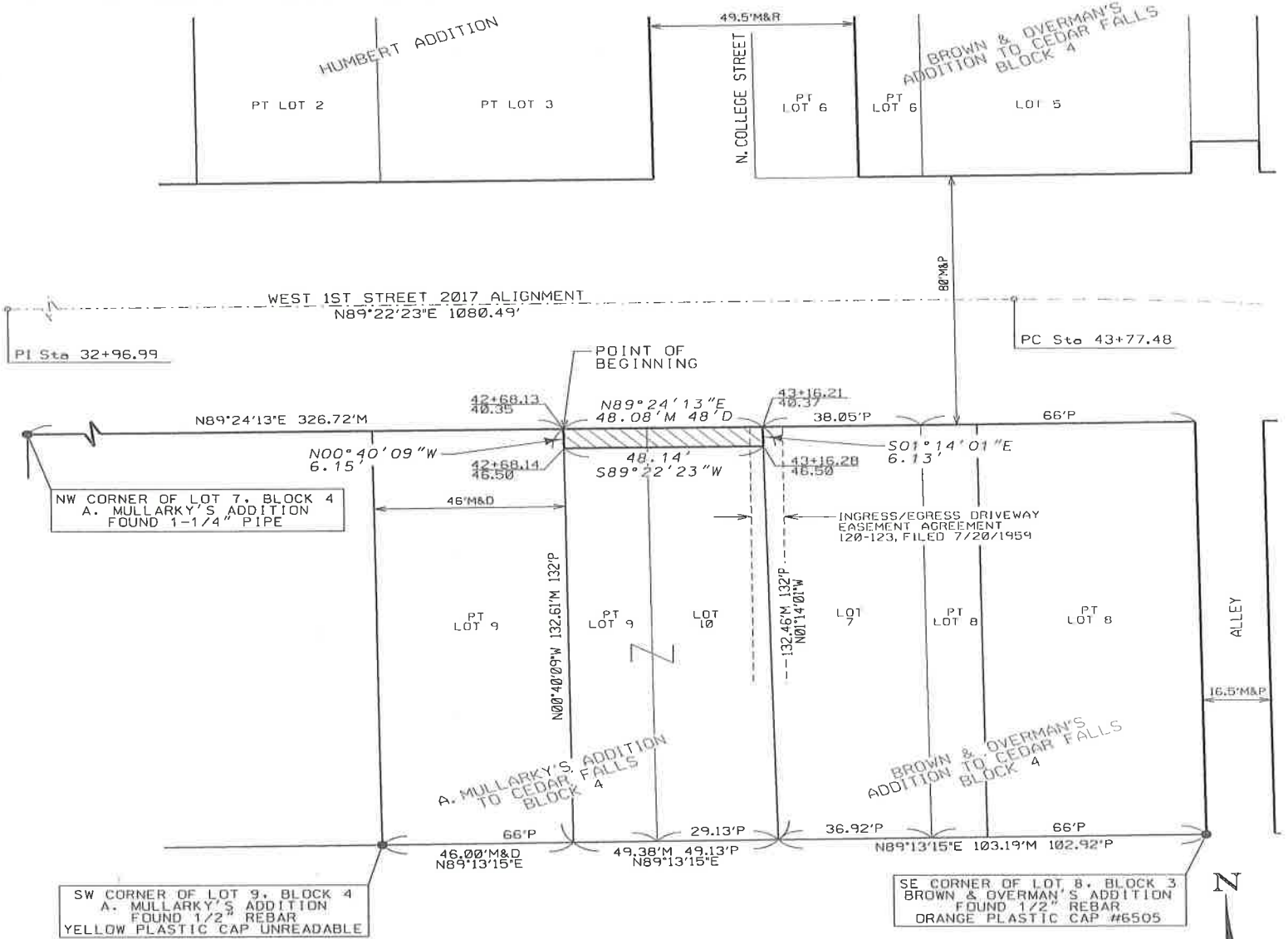
Lot 9, except the West 46 feet thereof, and Lot 10, Block 4, A. Mullarkys Addition to the City of Cedar Falls, Black Hawk County, Iowa.



IOWA DEPARTMENT OF TRANSPORTATION  
ACQUISITION PLAT  
EXHIBIT "A"

COUNTY BLACK HAWK STATE CONTROL NO. \_\_\_\_\_  
PROJECT NO. STP-57-2(28)--2C-07 PARCEL NO. 55  
SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST  
ROW-FEE 295 S.F. AC, EASE \_\_\_\_\_ AC EXCESS-FEE \_\_\_\_\_ AC  
ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ MAIN LINE \_\_\_\_\_ SIDE  
ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ SIDE ROAD \_\_\_\_\_ SIDE  
ACQUIRED FROM CARMEN S. NIMMO

CITY OF CEDAR FALLS, IOWA



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

*Terry Coady* 7-18-2018  
TERRY COADY DATE:  
License number 18643  
My License Renewal Date is December 31, 2019  
Pages covered by this seal: \_\_\_\_\_  
EXHIBIT "A" ONLY

SE CORNER OF LOT 8, BLOCK 3  
BROWN & OYERMAN'S ADDITION  
FOUND 1/2" REBAR  
ORANGE PLASTIC CAP #6505

▲ FOUND SECTION CORNER  
■ FOUND RIGHT OF WAY RAIL  
● FOUND IDOT ALUM. CAP (UNLESS OTHERWISE NOTED)

0' 20' 40'

# Item G.2.f.

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 55

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

THE FEE SIMPLE TITLE GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

A PART OF LOT 9 AND A PART OF LOT 10 OF, BLOCK 4, A. MULLARKY'S ADDITION TO CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 7, OF SAID BLOCK 4, A. MULLARKY'S ADDITION TO CEDAR FALLS; THENCE NORTH 89°24'13" EAST ALONG THE NORTH LINE OF SAID BLOCK 4, A DISTANCE OF 326.72 FEET TO THE NORTHEAST CORNER OF THE WEST 46.00 FEET OF SAID LOT 9 AND TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89°24'13" EAST ALONG SAID NORTH LINE OF BLOCK 4, A DISTANCE OF 48.08 FEET TO THE NORTHEAST CORNER OF SAID LOT 10; THENCE SOUTH 01°14'01" EAST ALONG THE EAST LINE OF SAID LOT 10, A DISTANCE OF 6.13 FEET; THENCE SOUTH 89°22'23" WEST, 48.14 FEET TO THE EAST LINE OF THE WEST 46.00 FEET OF SAID LOT 9; THENCE NORTH 00°40'09" WEST ALONG SAID EAST LINE, 6.15 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 AC. (295 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

**NOTE:**

THE NORTH LINE OF BLOCK 4 OF A. MULLARKY'S ADDITION TO CEDAR FALLS ASSUMED TO BEAR NORTH 89°24'13" EAST.

Prepared by: Snyder and Associates - 2727 SW Snyder Blvd. PO Box 1159, Ankeny, IA 50023  
For: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

(515) 964-2020  
(319)273-8600

**CITY OF CEDAR FALLS  
OWNER PURCHASE AGREEMENT**

PROPERTY ADDRESS: 908 W.1<sup>st</sup> St.  
PARCEL NO. 56  
PROJECT NO. STP-57-2(28)-2C-07  
PROJECT NAME: West 1<sup>st</sup> St. / IA 57 PCC Pavement Reconstruction

COUNTY TAX PARCEL NO.8914-11-278-005

THIS AGREEMENT entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between DT Rentals, LLC, Seller, and the City of Cedar Falls, Iowa, Buyer.

- 1. The Seller agrees to sell and furnish to the Buyer a warranty deed, permanent utility easement and temporary easement agreements, furnished by the Buyer, and the Buyer agrees to purchase the following real estate, or interest in real estate, hereinafter referred to as the premises, described as follows: **See Attached Exhibits**

FEE Acquisition  
See attached

Temporary Easement  
See attached

and which include the following improvements of whatever type situated on the premises:

\_\_\_\_\_.

- 2. The premises include the estates, rights, titles and interests, including easements, as are described herein. Seller consents to any change of grade of the street or highway which is adjacent to the premises, and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from the Buyer for all claims per the terms of this agreement and discharges the Buyer from liability because of this agreement and the construction of this public improvement project.
- 3. Possession of the premises is the essence of this agreement and the Buyer may enter and assume full use and enjoyment of the premises in accordance with the terms of this agreement. The Seller grants the Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. When Buyer has paid Seller the payment amount described in the following paragraph, and when Seller has executed and delivered a warranty deed/permanent easement agreement/ and/or temporary easement agreement(s) [strike inapplicable provisions], conveying title, or an interest in title, to the premises to Seller, as described in this agreement, Buyer shall then be entitled to immediate possession of the premises.
- 4. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title, or an interest in title, as provided in this agreement, and to surrender physical possession of the premises as shown on or before the dates listed below.

# Item G.2.f.

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>4,647.20</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>4,650.00</u>	TOTAL LUMP SUM	

BREAKDOWN:      ac. = acres      sq. ft. = square feet

Land by Fee Title	<u>284</u>	sq. ft.	\$ <u>2,556.00</u>
Permanent Utility Easement	_____	sq. ft.	\$ _____
Temporary Easement	<u>1,105</u>	sq. ft.	\$ <u>1,591.20</u>
Miscellaneous/Other	<u>Tree</u>		\$ <u>500.00</u>
Buildings			\$ _____
Severance Damages			\$ _____

5. Seller also agrees to execute a Temporary Grading Easement for Construction, a copy of which is attached hereto. Any portion of the premises served by the above project shall be graded, shaped and seeded, if applicable, upon completion of the project by Buyer. The Temporary Construction Easement shall terminate upon completion of the project.
6. The Seller warrants that there are no tenants on the premises holding under lease except: NONE.
7. This agreement shall apply to and bind the legal successors in interest of the Seller, and the SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession, as required by Section 427.2 of the Code of Iowa, and agrees to warrant good and sufficient title.

Names and address of lienholders are: DT Rentals, LLC – 32322 140<sup>th</sup> St. Cedar Falls, IA 50613

8. Each page and each attachment is by this reference made a part hereof and the entire agreement consists of 7 pages.
9. The Buyer may include mortgagees, lien holders, encumbrances and taxing authorities as payees on warrants as payment on the agreement. If this agreement involves a total taking, SELLER WILL furnish and deliver to the City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613, an abstract of title to be updated, if requested by City. The abstract continued to date, or a title report obtained by the City if this agreement does not involve a total taking, must show merchantable title to the premises vested in Seller. Buyer agrees to pay the cost of any abstract continuation. SELLER AGREES to obtain court approval of this agreement, if requested by the Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to the Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.
10. If the Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the


survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of the Seller.

11. This written agreement and the attachments together constitute the entire agreement between the Buyer and the Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein. This agreement is subject to the approval of the Cedar Falls City Council.
12. The Seller shall have five years from the date of settlement to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

**DT Rentals, LLC**

Devin Degeeter / owner 7/2/18  
 Name/Title Date

 \_\_\_\_\_  
 Name/Title owner Date

1. For an acknowledgment in an individual capacity:

State of Iowa  
 County of Blackhawk

This record was acknowledged before me on July 2,  
2018 (Date) by \_\_\_\_\_  
Lucas Johansen  
 Name(s) of individual(s).

\_\_\_\_\_  
 Signature of notarial officer

**Item G.2.f.**

2. For an acknowledgment in a representative capacity:

**DT Rentals, LLC**

State of Iowa

County of Blackhawk

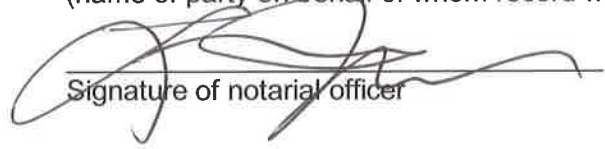
This record was acknowledged before me on July 2,  
2018 (Date) by \_\_\_\_\_

Lucas Johansen

Name(s) of individual(s) as State Notary

\_\_\_\_\_  
(type of authority, such as officer or trustee)

of Devin Degeeter DT Rentals LLC  
(name of party on behalf of whom record was executed).

  
Signature of notarial officer



**BUYER'S APPROVAL**

By: \_\_\_\_\_  
James P. Brown, Mayor (date)

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC (date)  
City Clerk

**MUNICIPALITIES ACKNOWLEDGMENT**

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

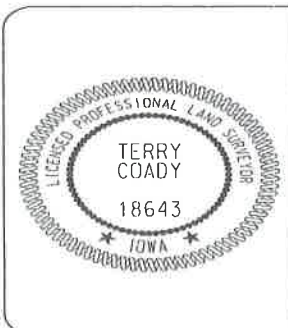
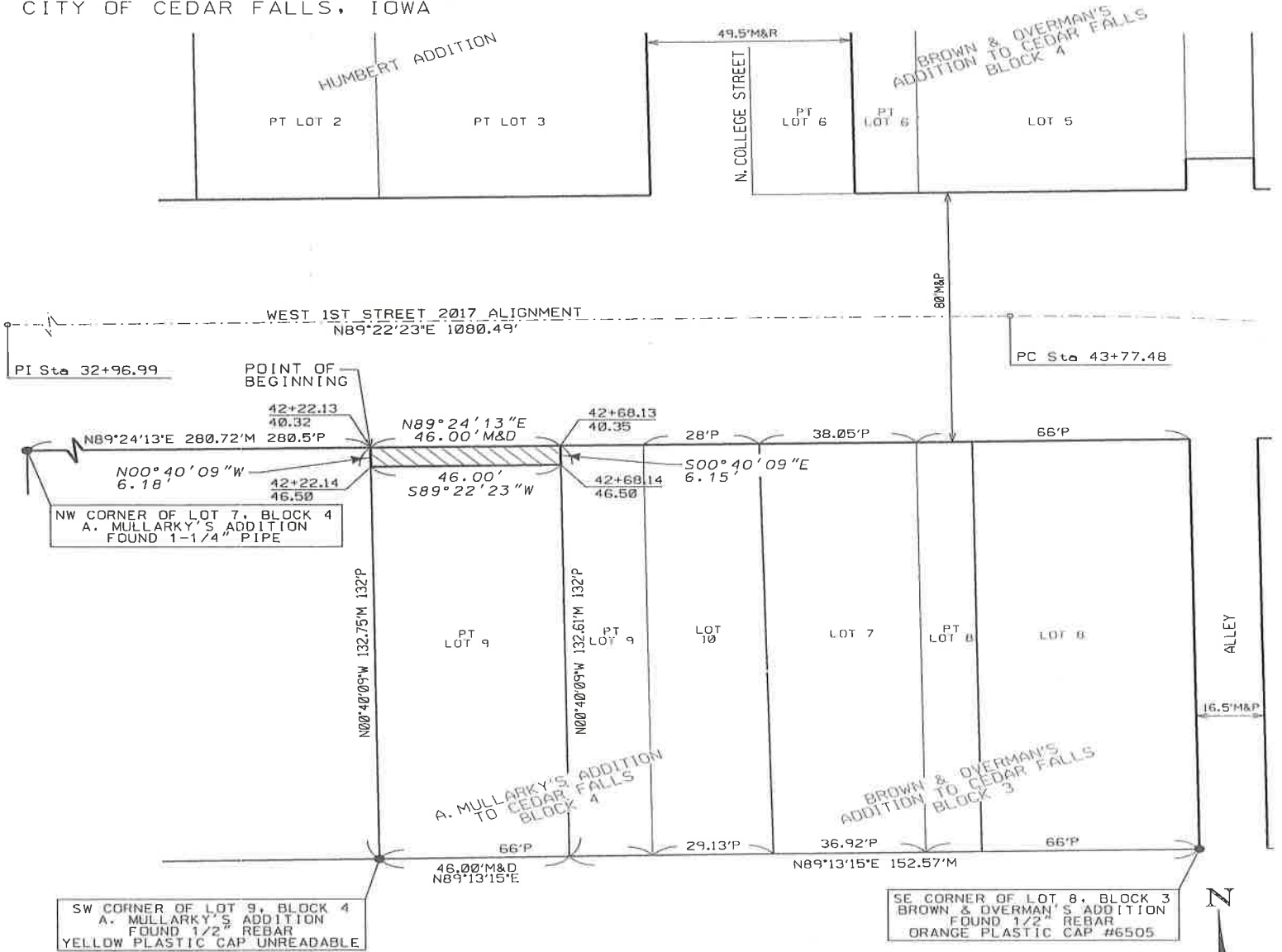
This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, by James P. Brown, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

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

IOWA DEPARTMENT OF TRANSPORTATION  
ACQUISITION PLAT  
EXHIBIT "A"

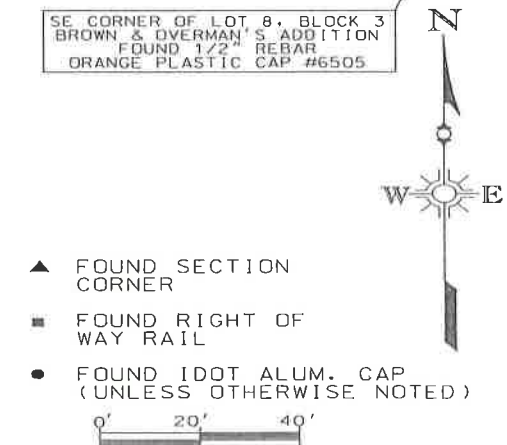
COUNTY BLACK HAWK STATE CONTROL NO. \_\_\_\_\_  
PROJECT NO. STP-57-2(28)-2C-07 PARCEL NO. 56  
SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST  
ROW-FEE 284 S.F.  EASE \_\_\_\_\_ AC EXCESS-FEE \_\_\_\_\_ AC  
ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ MAIN LINE \_\_\_\_\_ SIDE  
ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ SIDE ROAD \_\_\_\_\_ SIDE  
ACQUIRED FROM DT RENTALS, LLC

CITY OF CEDAR FALLS, IOWA



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

*Terry Coady* DATE: 2-18-2018  
TERRY COADY DATE: \_\_\_\_\_  
License number 18643  
My License Renewal Date is December 31, 2019  
Pages covered by this seal: \_\_\_\_\_  
EXHIBIT "A" ONLY



# Item G.2.f.

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 56

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

THE FEE SIMPLE TITLE GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

A PART OF LOT 9 OF, BLOCK 4, A. MULLARKY'S ADDITION TO CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

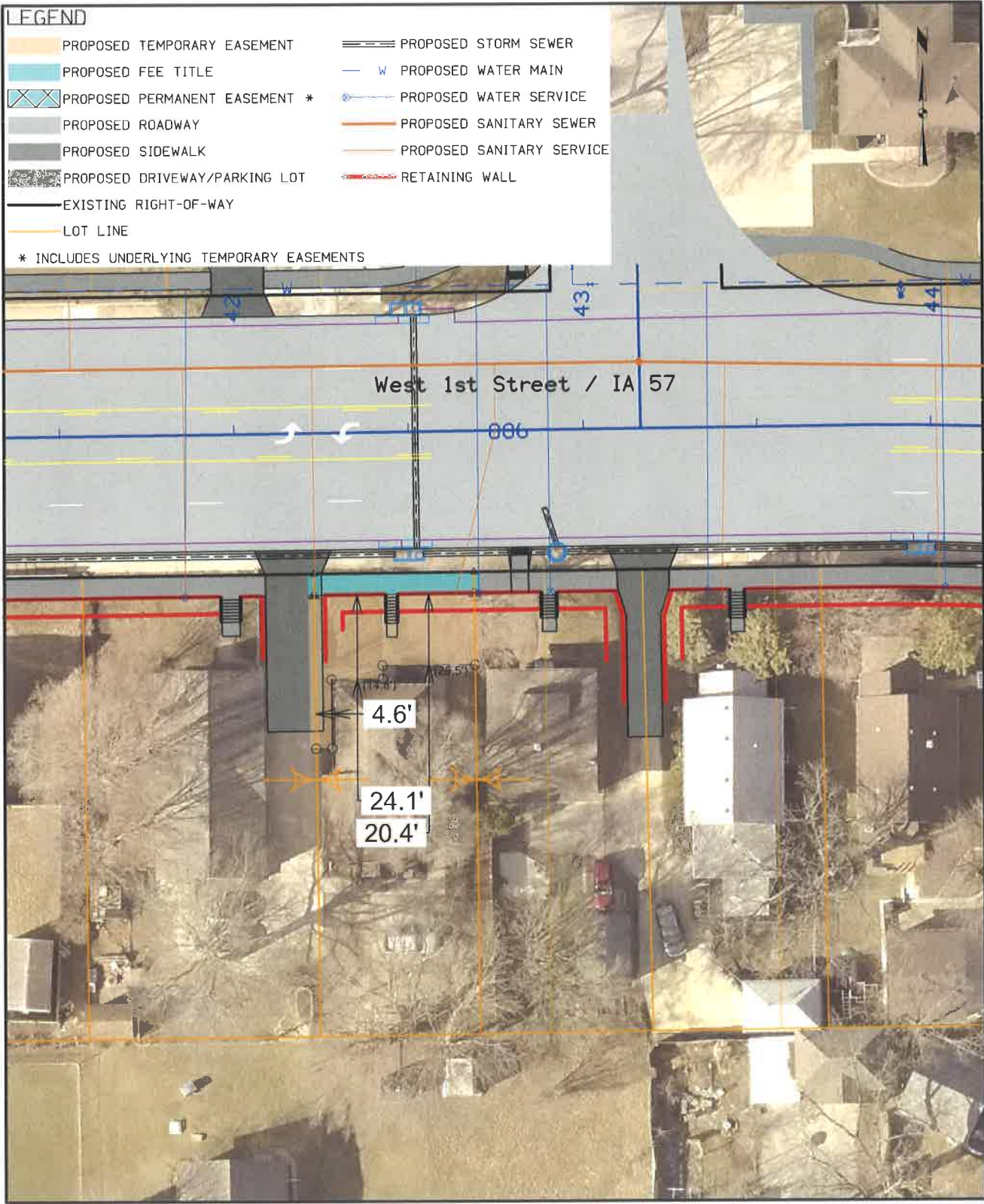
COMMENCING AT THE NORTHWEST CORNER OF LOT 7, OF SAID BLOCK 4, A. MULLARKY'S ADDITION TO CEDAR FALLS; THENCE NORTH  $89^{\circ}24'13''$  EAST ALONG THE NORTH LINE OF SAID BLOCK 4, A DISTANCE OF 280.72 FEET TO THE NORTHWEST CORNER OF SAID LOT 9 AND TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH  $89^{\circ}24'13''$  EAST ALONG THE NORTH LINE OF SAID LOT 9, A DISTANCE OF 46.00 FEET TO THE NORTHEAST CORNER OF THE WEST 46.00 FEET OF SAID LOT 9; THENCE SOUTH  $00^{\circ}40'09''$  EAST ALONG THE EAST LINE OF SAID WEST 46.00 FEET OF LOT 9, A DISTANCE OF 6.15 FEET; THENCE SOUTH  $89^{\circ}22'23''$  WEST, 46.00 FEET TO THE WEST LINE OF SAID LOT 9; THENCE NORTH  $00^{\circ}40'09''$  WEST ALONG SAID WEST LINE, 6.18 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 AC. (284 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTE:

THE NORTH LINE OF BLOCK 4 OF A. MULLARKY'S ADDITION TO CEDAR FALLS ASSUMED TO BEAR NORTH  $89^{\circ}24'13''$  EAST.





**LEGEND**

- PROPOSED TEMPORARY EASEMENT
  - PROPOSED FEE TITLE
  - PROPOSED PERMANENT EASEMENT \*
  - PROPOSED ROADWAY
  - PROPOSED SIDEWALK
  - PROPOSED DRIVEWAY/PARKING LOT
  - EXISTING RIGHT-OF-WAY
  - LOT LINE
  - PROPOSED STORM SEWER
  - W PROPOSED WATER MAIN
  - PROPOSED WATER SERVICE
  - PROPOSED SANITARY SEWER
  - PROPOSED SANITARY SERVICE
  - RETAINING WALL
- \* INCLUDES UNDERLYING TEMPORARY EASEMENTS

PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION

PARCEL 56 - DT RENTALS LLC

SCALE:  
1" = 40'

DATE:  
02/08/2018

PROJECT #:  
STP-57-2(28)--2G-07



\$PLTDRVL\$  
\$PENTBL\$  
\$SHEETNAME\$

\$FILE\$  
\$DATE\$  
\$USER\$

## Item G.2.f.

Prepared by: Snyder and Associates – 2727 SW Snyder Blvd. P.O. Box 1159, Ankeny, IA 50023  
Return to: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

### OWNER'S TEMPORARY GRADING EASEMENT FOR CONSTRUCTION

This instrument is made this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by DT Rentals, LLC, owner(s) (hereinafter referred to as GRANTOR(S)) of the following described property:

See Attached Exhibit

WHEREAS, the owner(s) in fee simple of the real property known and described as set out above is the GRANTOR(S), and

WHEREAS, the City of Cedar Falls (hereinafter referred to as GRANTEE) proposes to grade, shape and seed improvements upon a portion of the above real property owned by the GRANTOR(S), and

WHEREAS, the GRANTOR(S) has agreed to grant to the GRANTEE, a Temporary Grading Easement for Construction for the purpose of grading, shaping and seeding, if applicable, upon a portion of the real property of the GRANTOR(S), for consideration of \$1.00 and other valuable consideration duly paid and acknowledged. It is agreed the temporary easement granted herein shall terminate upon completion of the Project and final acceptance of public improvements by the City Council.

THEREFORE, for the above consideration, the GRANTOR(S) hereby grants unto the GRANTEE the Easement and rights described below:

See Attached Temporary Grading Easement for Construction Exhibit,

which Easement and rights shall be binding upon the GRANTOR(S).

GRANTEE agrees to restore the easement area in a timely manner including, but not limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, upon completion of the construction or repairs.

Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

DT Rentals, LLC

<u>Devin Degeeter / Owner</u>	<u>7/2/18</u>	<u>[Signature]</u>	<u>[Signature]</u>
Name/Title	Date	Name/Title	Date

1. For an acknowledgment in a representative capacity:

State of Iowa

County of Blackhawk

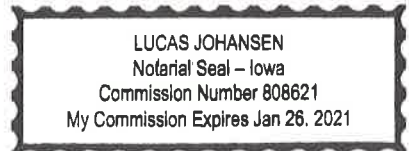
This record was acknowledged before me on July 2, 2018 (Date)

by Lucas Johansen Name(s) of individual(s)

as State Notary (type of authority, such as officer or trustee)

of DT Rentals LLC - Devin Degeeter  
(name of party on behalf of whom record was executed).

[Signature]  
Signature of notarial officer



**Item G.2.f.**

ACCEPTANCE OF EASEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Easement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

CITY OF CEDAR FALLS, IOWA

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

ATTEST

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

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

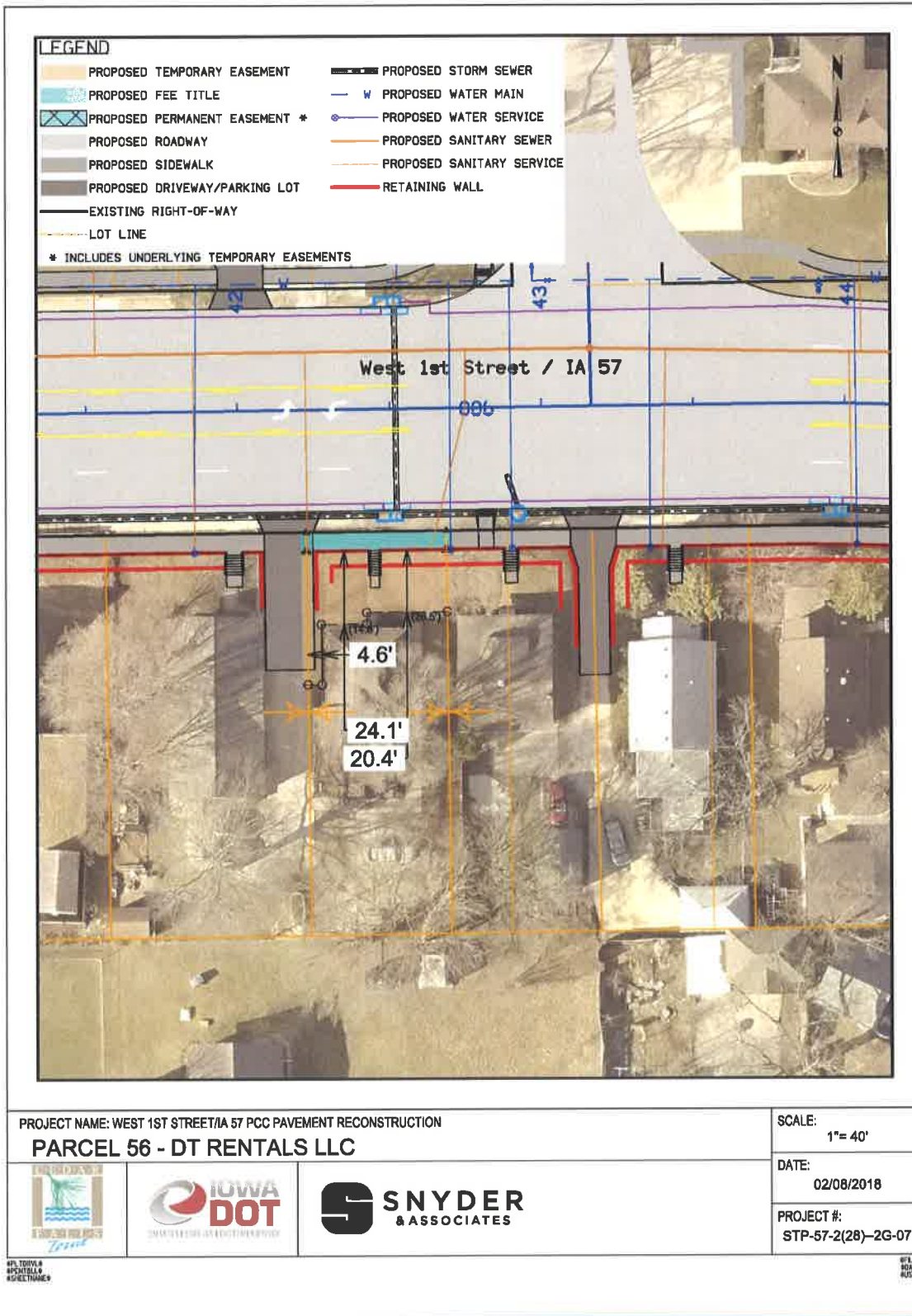
This instrument was acknowledged before me on \_\_\_\_\_, 2018, by James P. Brown, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

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

My Commission Expires:

\_\_\_\_\_

EXHIBIT



**Item G.2.f.**



**WARRANTY DEED**  
THE IOWA STATE BAR ASSOCIATION  
Official Form No. 101  
**Recorder's Cover Sheet**

**Preparer Information:** Kevin Rogers, City Attorney, 220 Clay Street, Cedar Falls, IA 50613,  
Phone: (319) 243-2713

**Taxpayer Information:** DT Rentals, LLC -32322 140<sup>th</sup> St. Cedar Falls, IA 50613

**Return Document To:** City Clerk, City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

**Grantors:**  
DT Rentals, LLC

**Grantees:**  
State of Iowa

**Legal description:** See Page 2

**Document or instrument number of previously recorded documents:**



WARRANTY DEED

For the consideration of One Dollar(s) and other valuable consideration, DT Rentals, LLC, a Limited Liability Company, does hereby Convey to State of Iowa

the following described real estate in Black Hawk County, Iowa:

West 46 feet of Lot 9, Block 4, A. Mullarky's Addition to the City of Cedar Falls, Black Hawk County, Iowa.

This deed is exempt according to Iowa Code 428A.2(21).

Grantors do Hereby Covenant with grantees, and successors in interest, that grantors hold the real estate by title in fee simple; that they have good and lawful authority to sell and Convey the real estate; that the real estate is free and clear of all liens and encumbrances except as may be above stated; and grantors Covenant to Warrant and Defend the real estate against the lawful claims of all persons except as may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate. Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated on 7/2/2018

DT Rentals, LLC

Devin Degeeter/owner (Grantor)

[Signature] (Grantor)

(Grantor)

(Grantor)

STATE OF IOWA, COUNTY OF Blackhawk

This record was acknowledged before me on July 2, 2018, by Lucas Johansen



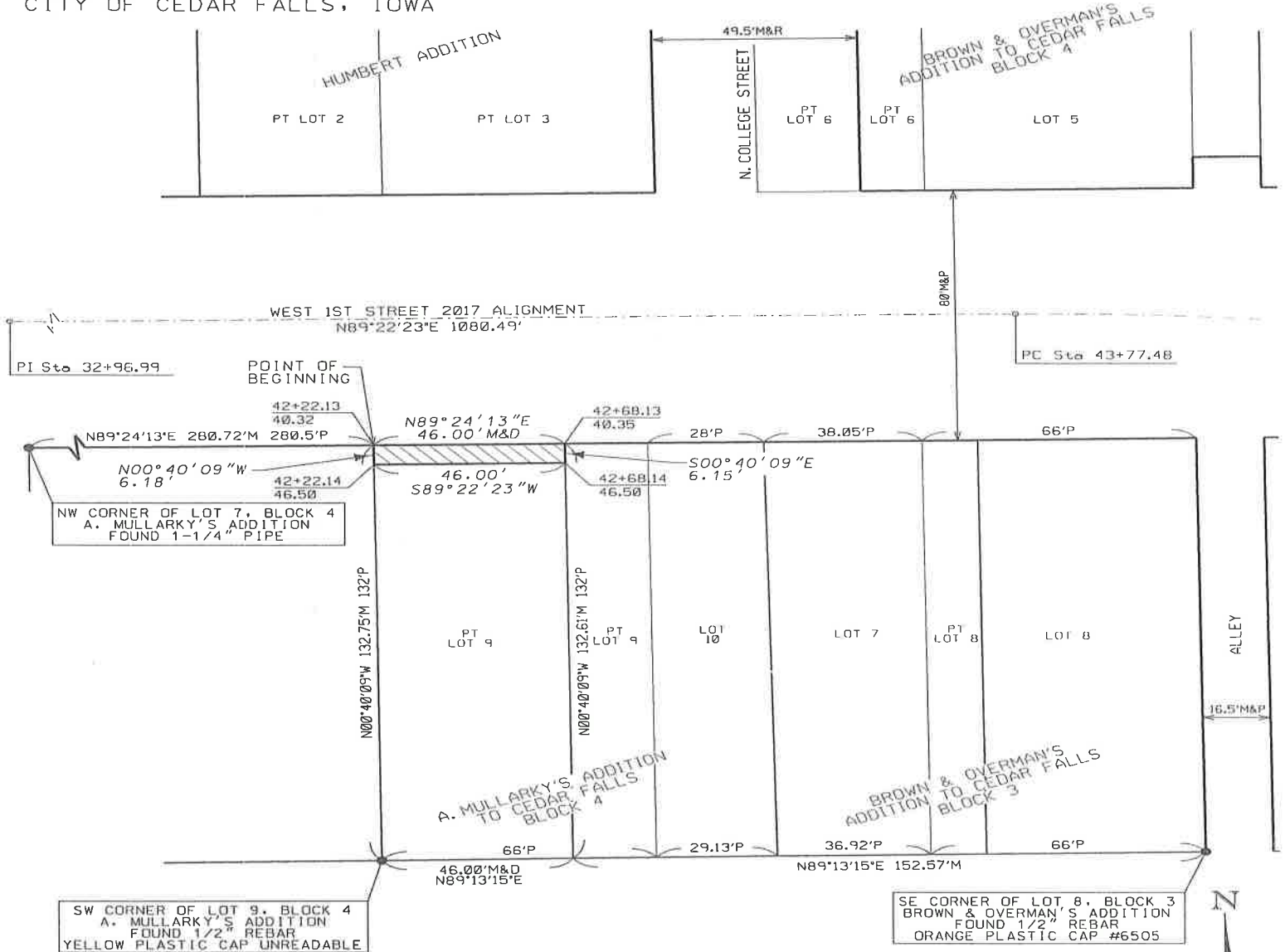
[Signature] Signature of Notary Public

# Item G.2.f.

## IOWA DEPARTMENT OF TRANSPORTATION ACQUISITION PLAT EXHIBIT "A"

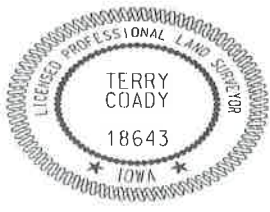
COUNTY BLACK HAWK STATE CONTROL NO. \_\_\_\_\_  
 PROJECT NO. STP-57-2(28)-2C-07 PARCEL NO. 56  
 SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST  
 ROW-FEE 284 S.F. AC, EASE \_\_\_\_\_ AC EXCESS-FEE \_\_\_\_\_ AC  
 ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ MAIN LINE \_\_\_\_\_ SIDE  
 ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ SIDE ROAD \_\_\_\_\_ SIDE  
 ACQUIRED FROM DT RENTALS, LLC

CITY OF CEDAR FALLS, IOWA

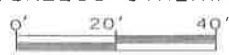


I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

*Terry Coady*      DATE: 2-18-2018  
 TERRY COADY      DATE: \_\_\_\_\_  
 License number 18643  
 My License Renewal Date is December 31, 2019  
 Pages covered by this seal: \_\_\_\_\_  
 EXHIBIT "A" ONLY



- ▲ FOUND SECTION CORNER
- FOUND RIGHT OF WAY RAIL
- FOUND IDOT ALUM. CAP (UNLESS OTHERWISE NOTED)



DATE REVISED \_\_\_\_\_  
 DATE DRAWN JANUARY 29, 2018 -348- SCALE 1" = 40'



DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 56

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)---2C-07

THE FEE SIMPLE TITLE GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

A PART OF LOT 9 OF, BLOCK 4, A. MULLARKY'S ADDITION TO CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 7, OF SAID BLOCK 4, A. MULLARKY'S ADDITION TO CEDAR FALLS; THENCE NORTH 89°24'13" EAST ALONG THE NORTH LINE OF SAID BLOCK 4, A DISTANCE OF 280.72 FEET TO THE NORTHWEST CORNER OF SAID LOT 9 AND TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89°24'13" EAST ALONG THE NORTH LINE OF SAID LOT 9, A DISTANCE OF 46.00 FEET TO THE NORTHEAST CORNER OF THE WEST 46.00 FEET OF SAID LOT 9; THENCE SOUTH 00°40'09" EAST ALONG THE EAST LINE OF SAID WEST 46.00 FEET OF LOT 9, A DISTANCE OF 6.15 FEET; THENCE SOUTH 89°22'23" WEST, 46.00 FEET TO THE WEST LINE OF SAID LOT 9; THENCE NORTH 00°40'09" WEST ALONG SAID WEST LINE, 6.18 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 AC. (284 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

**NOTE:**

THE NORTH LINE OF BLOCK 4 OF A. MULLARKY'S ADDITION TO CEDAR FALLS ASSUMED TO BEAR NORTH 89°24'13" EAST.

**Item G.2.f.**

**REAL ESTATE TRANSFER - GROUNDWATER HAZARD STATEMENT  
TO BE COMPLETED BY TRANSFEROR**

**TRANSFEROR:**

Name	DT Rentals, LLC		
Address	32322 140 <sup>th</sup> St.	Cedar Falls	IA 50613
	<small>Number and Street or RR</small>	<small>City, Town or P.O.</small>	<small>State Zip</small>

**TRANSFeree:**

Name	City of Cedar Falls		
Address	220 Clay St.	Cedar Falls	IA 50613
	<small>Number and Street or RR</small>	<small>City, Town or P.O.</small>	<small>State Zip</small>

**ADDRESS OF PROPERTY TRANSFERRED:**

<small>Number and Street or RR</small>	<small>City, Town or P.O.</small>	<small>State</small>	<small>Zip</small>
--	-----------------------------------	----------------------	--------------------

**LEGAL DESCRIPTION OF PROPERTY:**

SEE ATTACHED LEGAL DESCRIPTION AS EXHIBIT "A"

**1. Wells (check one)**

There are no known wells situated on this property.  
 There is a well or wells situated on this property. The type(s), location(s) and legal status are stated below or set forth on an attached separate sheet, as necessary.

**2. Solid Waste Disposal (check one)**

There is no known solid waste disposal site on this property.  
 There is a solid waste disposal site on this property and information related thereto is provided in Attachment #1, attached to this document.

**3. Hazardous Wastes (check one)**

There is no known hazardous waste on this property.  
 There is hazardous waste on this property and information related thereto is provided in Attachment #1, attached to this document.

**4. Underground Storage Tanks (check one)**

There are no known underground storage tanks on this property. (Note exclusions such as small farm and residential motor fuel tanks, most heating oil tanks, cisterns and septic tanks, in instructions.)

There is an underground storage tank on this property. The type(s), size(s) and any known substance(s) contained are listed below or on an attached separate sheet, as necessary.

FILE WITH RECORDER

DNR form 542-0960 (July 18, 2012)

5. Private Burial Site (check one)

- There are no known private burial sites on this property.
- There is a private burial site on this property. The location(s) of the site(s) and known identifying information of the decedent(s) is stated below or on an attached separate sheet, as necessary.

6. Private Sewage Disposal System (check one)

All buildings on this property are served by a public or semi-public sewage disposal system.

This transaction does not involve the transfer of any building which has or is required by law to have a sewage disposal system.

There is a building served by private sewage disposal system on this property or a building without any lawful sewage disposal system. A certified inspector's report is attached which documents the condition of the private sewage disposal system and whether any modifications are required to conform to standards adopted by the Department of Natural Resources. A certified inspection report must be accompanied by this form when recording.

There is a building served by private sewage disposal system on this property. Weather or other temporary physical conditions prevent the certified inspection of the private sewage disposal system from being conducted. The buyer has executed a binding acknowledgment with the county board of health to conduct a certified inspection of the private sewage disposal system at the earliest practicable time and to be responsible for any required modifications to the private sewage disposal system as identified by the certified inspection. A copy of the binding acknowledgment is attached to this form.

There is a building served by private sewage disposal system on this property. The buyer has executed a binding acknowledgment with the county board of health to install a new private sewage disposal system on this property within an agreed upon time period. A copy of the binding acknowledgment is provided with this form.

There is a building served by private sewage disposal system on this property. The building to which the sewage disposal system is connected will be demolished without being occupied. The buyer has executed a binding acknowledgment with the county board of health to demolish the building within an agreed upon time period. A copy of the binding acknowledgment is provided with this form. [Exemption #9]

This property is exempt from the private sewage disposal inspection requirements pursuant to the following exemption [Note: for exemption #9 use prior check box]:

The private sewage disposal system has been installed within the past two years pursuant to permit number \_\_\_\_\_.

Information required by statements checked above should be provided here or on separate sheets attached hereto:

I HEREBY DECLARE THAT I HAVE REVIEWED THE INSTRUCTIONS FOR THIS FORM AND THAT THE INFORMATION STATED ABOVE IS TRUE AND CORRECT.

Signature:   
(Transferor or Agent)

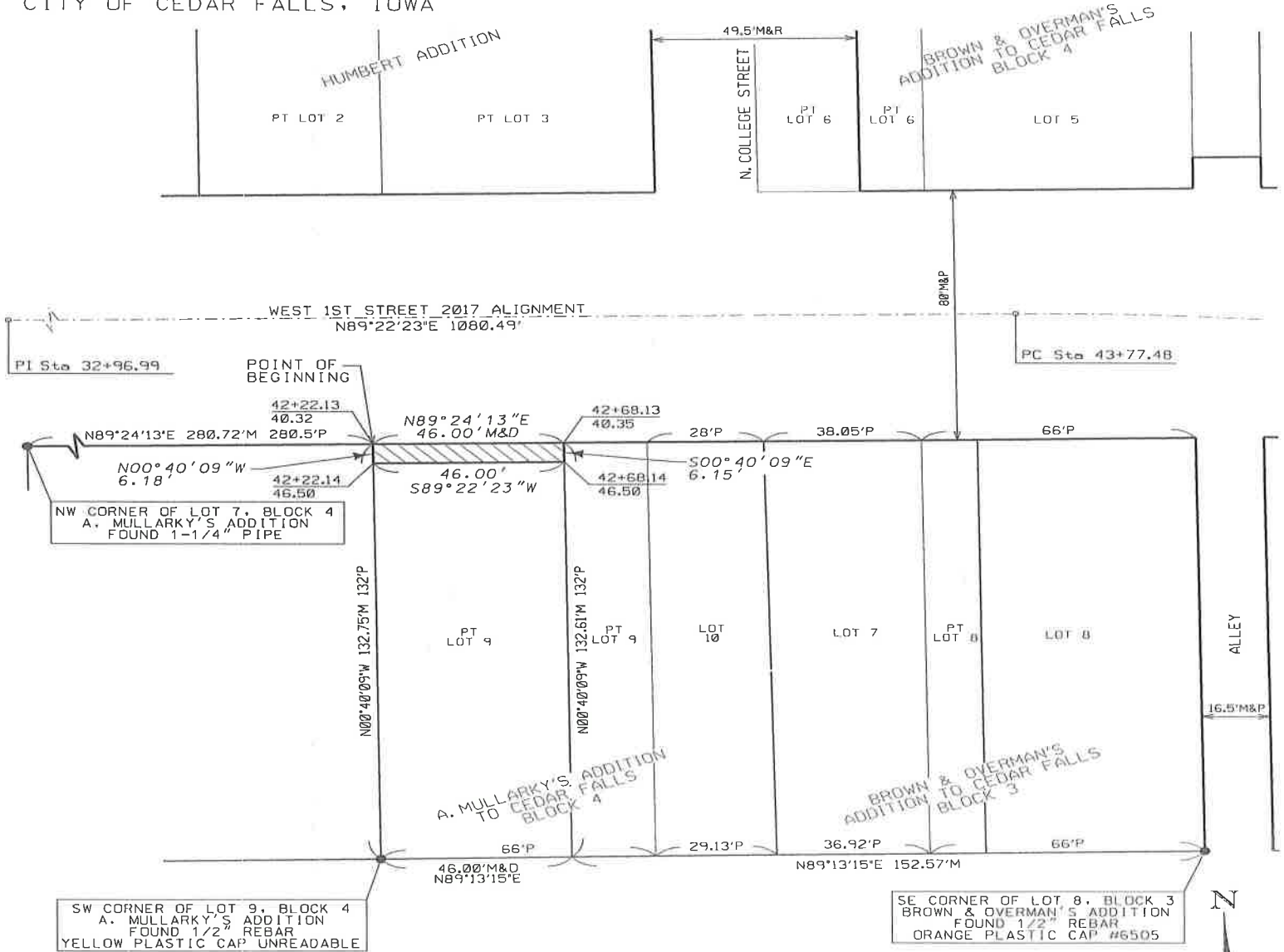
Telephone No.: 319-269-2784

# Item G.2.f.

## IOWA DEPARTMENT OF TRANSPORTATION ACQUISITION PLAT EXHIBIT "A"

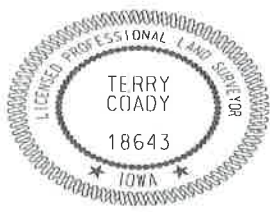
COUNTY BLACK HAWK STATE CONTROL NO. \_\_\_\_\_  
 PROJECT NO. STP-57-2(28)--2C-07 PARCEL NO. 56  
 SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST  
 ROW-FEE 284 S.F. AC, EASE \_\_\_\_\_ AC EXCESS-FEE \_\_\_\_\_ AC  
 ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ MAIN LINE \_\_\_\_\_ SIDE  
 ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ SIDE ROAD \_\_\_\_\_ SIDE  
 ACQUIRED FROM DT RENTALS, LLC

CITY OF CEDAR FALLS, IOWA



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

*Terry Coady* DATE: 2-18-2018  
 TERRY COADY  
 License number 18643  
 My License Renewal Date is December 31, 2019  
 Pages covered by this seal: \_\_\_\_\_  
 EXHIBIT "A" ONLY



- ▲ FOUND SECTION CORNER
- FOUND RIGHT OF WAY RAIL
- FOUND IDOT ALUM. CAP (UNLESS OTHERWISE NOTED)



DATE REVISED \_\_\_\_\_  
 DATE DRAWN JANUARY 29, 2018 -352-

SCALE 1" = 40'

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 56

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

THE FEE SIMPLE TITLE GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

A PART OF LOT 9 OF, BLOCK 4, A. MULLARKY'S ADDITION TO CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 7, OF SAID BLOCK 4, A. MULLARKY'S ADDITION TO CEDAR FALLS; THENCE NORTH 89°24'13" EAST ALONG THE NORTH LINE OF SAID BLOCK 4, A DISTANCE OF 280.72 FEET TO THE NORTHWEST CORNER OF SAID LOT 9 AND TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89°24'13" EAST ALONG THE NORTH LINE OF SAID LOT 9, A DISTANCE OF 46.00 FEET TO THE NORTHEAST CORNER OF THE WEST 46.00 FEET OF SAID LOT 9; THENCE SOUTH 00°40'09" EAST ALONG THE EAST LINE OF SAID WEST 46.00 FEET OF LOT 9, A DISTANCE OF 6.15 FEET; THENCE SOUTH 89°22'23" WEST, 46.00 FEET TO THE WEST LINE OF SAID LOT 9; THENCE NORTH 00°40'09" WEST ALONG SAID WEST LINE, 6.18 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 AC. (284 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTE:

THE NORTH LINE OF BLOCK 4 OF A. MULLARKY'S ADDITION TO CEDAR FALLS ASSUMED TO BEAR NORTH 89°24'13" EAST.

# Item G.2.f.

Prepared by: Snyder and Associates - 2727 SW Snyder Blvd. PO Box 1159, Ankeny, IA 50023 (515) 964-2020  
For: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613 (319)273-8600

## CITY OF CEDAR FALLS OWNER PURCHASE AGREEMENT

PROPERTY ADDRESS: 930 W. 1<sup>st</sup> St. COUNTY TAX PARCEL NO.8914-11-278-001  
PARCEL NO. 60  
PROJECT NO. STP-57-2(28)-2C-07  
PROJECT NAME: West 1<sup>st</sup> St. / IA 57 PCC Pavement Reconstruction

THIS AGREEMENT entered into this 1st day of May, 2018, by and between Bradley K. Schultz, Seller, and the City of Cedar Falls, Iowa, Buyer.

1. The Seller agrees to sell and furnish to the Buyer a warranty deed, permanent utility easement and temporary easement agreements, furnished by the Buyer, and the Buyer agrees to purchase the following real estate, or interest in real estate, hereinafter referred to as the premises, described as follows: **See Attached Exhibits**

FEE Acquisition  
See attached

Temporary Easement  
See attached

and which include the following improvements of whatever type situated on the premises:

\_\_\_\_\_.

2. The premises include the estates, rights, titles and interests, including easements, as are described herein. Seller consents to any change of grade of the street or highway which is adjacent to the premises, and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from the Buyer for all claims per the terms of this agreement and discharges the Buyer from liability because of this agreement and the construction of this public improvement project.
3. Possession of the premises is the essence of this agreement and the Buyer may enter and assume full use and enjoyment of the premises in accordance with the terms of this agreement. The Seller grants the Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. When Buyer has paid Seller the payment amount described in the following paragraph, and when Seller has executed and delivered a warranty deed/permanent easement agreement/ and/or temporary easement agreement(s) [strike inapplicable provisions], conveying title, or an interest in title, to the premises to Seller, as described in this agreement, Buyer shall then be entitled to immediate possession of the premises.
4. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title, or an interest in title, as provided in this agreement, and to surrender physical possession of the premises as shown on or before the dates listed below.

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>6,422.64</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>6,425.00</u>	TOTAL LUMP SUM	

BREAKDOWN:      ac. = acres      sq. ft. = square feet

Land by Fee Title	<u>502</u> sq. ft.	\$ <u>4,518.00</u>
Permanent Utility Easement	_____ sq. ft.	\$ _____
Temporary Easement	<u>906</u> sq. ft.	\$ <u>1,304.64</u>
Miscellaneous/Other	<u>8 bushes</u>	\$ <u>600.00</u>
Buildings		\$ _____
Severance Damages		\$ _____

5. Seller also agrees to execute a Temporary Grading Easement for Construction, a copy of which is attached hereto. Any portion of the premises served by the above project shall be graded, shaped and seeded, if applicable, upon completion of the project by Buyer. The Temporary Construction Easement shall terminate upon completion of the project.
6. The Seller warrants that there are no tenants on the premises holding under lease except: NONE.
7. This agreement shall apply to and bind the legal successors in interest of the Seller, and the SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession, as required by Section 427.2 of the Code of Iowa, and agrees to warrant good and sufficient title.

Names and address of lienholders are: Bradley K. Schultz – 930 W.1<sup>st</sup> St. Cedar Falls, IA 50613

8. Each page and each attachment is by this reference made a part hereof and the entire agreement consists of 7 pages.
9. The Buyer may include mortgagees, lien holders, encumbrances and taxing authorities as payees on warrants as payment on the agreement. If this agreement involves a total taking, SELLER WILL furnish and deliver to the City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613, an abstract of title to be updated, if requested by City. The abstract continued to date, or a title report obtained by the City if this agreement does not involve a total taking, must show merchantable title to the premises vested in Seller. Buyer agrees to pay the cost of any abstract continuation. SELLER AGREES to obtain court approval of this agreement, if requested by the Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to the Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.
10. If the Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint

**Item G.2.f.**

tenancy has not been destroyed by operation of law or acts of the Seller.

- 11. This written agreement and the attachments together constitute the entire agreement between the Buyer and the Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein. This agreement is subject to the approval of the Cedar Falls City Council.
- 12. The Seller shall have five years from the date of settlement to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by Section 6B.52 of the Code of Iowa.

**SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION:** Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

*Bradley K. Schultz*

Bradley K. Schultz

Date

(Spouse)

Date

- 1. For an acknowledgment in an individual capacity:

State of IOWA

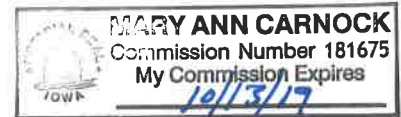
County of BLACK HAWK

This record was acknowledged before me on 5/30/18

(Date) by BRADLEY K. SCHULTZ

Name(s) of individual(s).

*Mary Ann Carnock*  
Signature of notarial officer





2. For an acknowledgment in a representative capacity:

(Business Name, Trustee, name of person signing on behalf of)

State of \_\_\_\_\_

County of \_\_\_\_\_

This record was acknowledged before me on \_\_\_\_\_  
\_\_\_\_\_ (Date) by \_\_\_\_\_

Name(s) of individual(s) as \_\_\_\_\_  
\_\_\_\_\_ (type of authority, such as officer or trustee)

of \_\_\_\_\_  
(name of party on behalf of whom record was executed)

\_\_\_\_\_  
Signature of notarial officer

**BUYER'S APPROVAL**

By: \_\_\_\_\_  
James P. Brown, Mayor (date)

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC (date)  
City Clerk

**MUNICIPALITIES ACKNOWLEDGMENT**

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2018, by James P. Brown, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

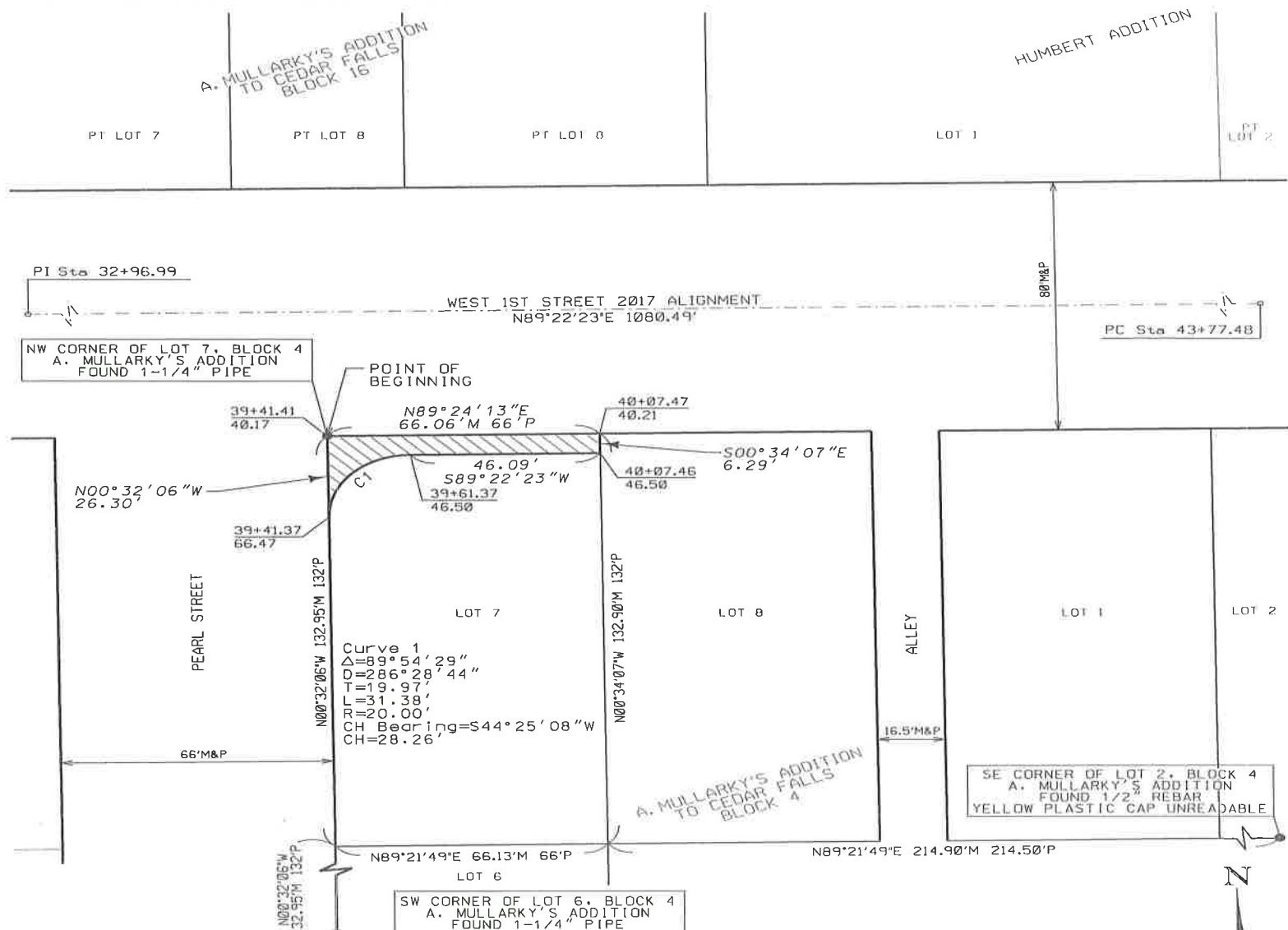
\_\_\_\_\_  
Notary Public in and for the State of Iowa

# Item G.2.f.

## IOWA DEPARTMENT OF TRANSPORTATION ACQUISITION PLAT EXHIBIT "A"

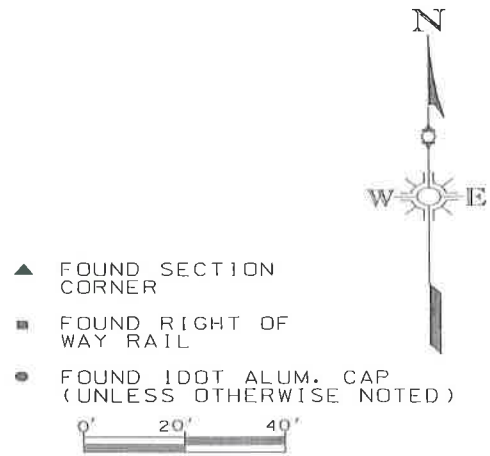
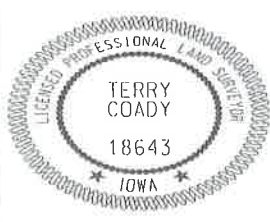
COUNTY BLACK HAWK STATE CONTROL NO. \_\_\_\_\_  
 PROJECT NO. STP-57-2(28)--2C-07 PARCEL NO. 60  
 SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST  
 ROW-FEE 502 S.F. ~~AC~~, EASE \_\_\_\_\_ AC EXCESS-FEE \_\_\_\_\_ AC  
 ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ MAIN LINE \_\_\_\_\_ SIDE  
 ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ SIDE ROAD \_\_\_\_\_ SIDE  
 ACQUIRED FROM BRADLEY K. SCHULTZ

CITY OF CEDAR FALLS, IOWA



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

*Terry Coady*  
**TERRY COADY** DATE: 2-18-2018  
 License number 18643  
 My License Renewal Date is December 31, 2019  
 Pages covered by this seal: \_\_\_\_\_  
EXHIBIT "A" ONLY



DATE REVISED \_\_\_\_\_  
 DATE DRAWN JANUARY 29, 2018 -358- SCALE 1" = 40'

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 60

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

THE FEE SIMPLE TITLE GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

A PART OF LOT 7 OF, BLOCK 4, A. MULLARKY'S ADDITION TO CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

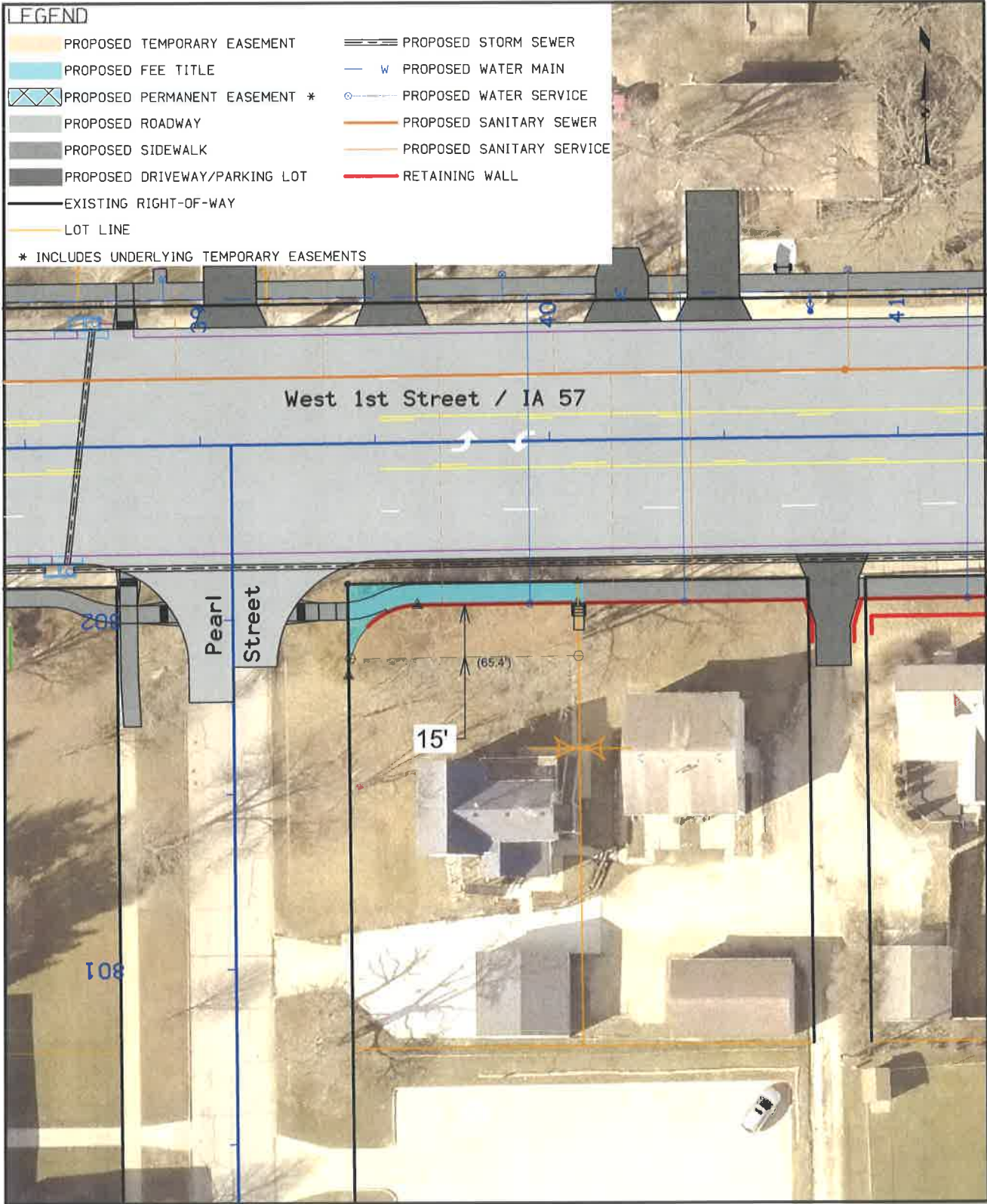
BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 7 OF, BLOCK 4, A. MULLARKY'S ADDITION TO CEDAR FALLS; THENCE NORTH 89°24'13" EAST ALONG THE NORTH LINE OF SAID LOT 7, A DISTANCE OF 66.06 FEET TO THE NORTHEAST CORNER OF SAID LOT 7; THENCE SOUTH 00°34'07" EAST ALONG THE EAST LINE OF SAID LOT 7, A DISTANCE OF 6.29 FEET; THENCE SOUTH 89°22'23" WEST, 46.09 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS IS 20.00 FEET, WHOSE ARC LENGTH IS 31.38 FEET AND WHOSE CHORD BEARS SOUTH 44°25'08" WEST, 28.26 FEET TO THE WEST LINE OF SAID LOT 7; THENCE NORTH 00°32'06" WEST ALONG SAID WEST LINE, 26.30 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 AC. (502 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTE:

THE NORTH LINE OF BLOCK 4 OF A. MULLARKY'S ADDITION TO CEDAR FALLS ASSUMED TO BEAR NORTH 89°24'13" EAST.

# Item G.2.f.



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION

PARCEL 60 - BRADLEY K. SCHULTZ

SCALE:  
1" = 40'

DATE:  
02/08/2018

PROJECT #:  
STP-57-2(28)--2G-07



\$PLOTORW\$  
\$PENTBL\$  
\$SHEETNAME\$

\$FILE\$  
\$DATE\$  
\$USER\$

Prepared by: Snyder and Associates – 2727 SW Snyder Blvd. P.O. Box 1159, Ankeny, IA 50023  
Return to: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

**OWNER'S TEMPORARY GRADING EASEMENT FOR CONSTRUCTION**

This instrument is made this 30 day of May, 2018, by Bradley K. Schultz, owner(s) (hereinafter referred to as GRANTOR(S)) of the following described property:

See Attached Exhibit

WHEREAS, the owner(s) in fee simple of the real property known and described as set out above is the GRANTOR(S), and

WHEREAS, the City of Cedar Falls (hereinafter referred to as GRANTEE) proposes to grade, shape and seed improvements upon a portion of the above real property owned by the GRANTOR(S), and

WHEREAS, the GRANTOR(S) has agreed to grant to the GRANTEE, a Temporary Grading Easement for Construction for the purpose of grading, shaping and seeding, if applicable, upon a portion of the real property of the GRANTOR(S), for consideration of \$1.00 and other valuable consideration duly paid and acknowledged. It is agreed the temporary easement granted herein shall terminate upon completion of the Project and final acceptance of public improvements by the City Council.

THEREFORE, for the above consideration, the GRANTOR(S) hereby grants unto the GRANTEE the Easement and rights described below:

See Attached Temporary Grading Easement for Construction Exhibit,

which Easement and rights shall be binding upon the GRANTOR(S).

GRANTEE agrees to restore the easement area in a timely manner including, but not limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, upon completion of the construction or repairs.

**Item G.2.f.**

Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

Bradley K. Schultz 5/30/18 \_\_\_\_\_  
Bradley K. Schultz Date Spouse Date

1. For an acknowledgment in a representative capacity:

State of IOWA

County of BLACK HAWK

This record was acknowledged before me on 5/30/18 (Date)

by BRADLEY K. SCHULTZ Name(s) of individual(s)

as OWNER (type of authority, such as officer or trustee)

of BRADLEY K. SCHULTZ  
(name of party on behalf of whom record was executed).

Mary Ann Carnock  
Signature of notarial officer



ACCEPTANCE OF EASEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Easement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

CITY OF CEDAR FALLS, IOWA

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

ATTEST

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

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

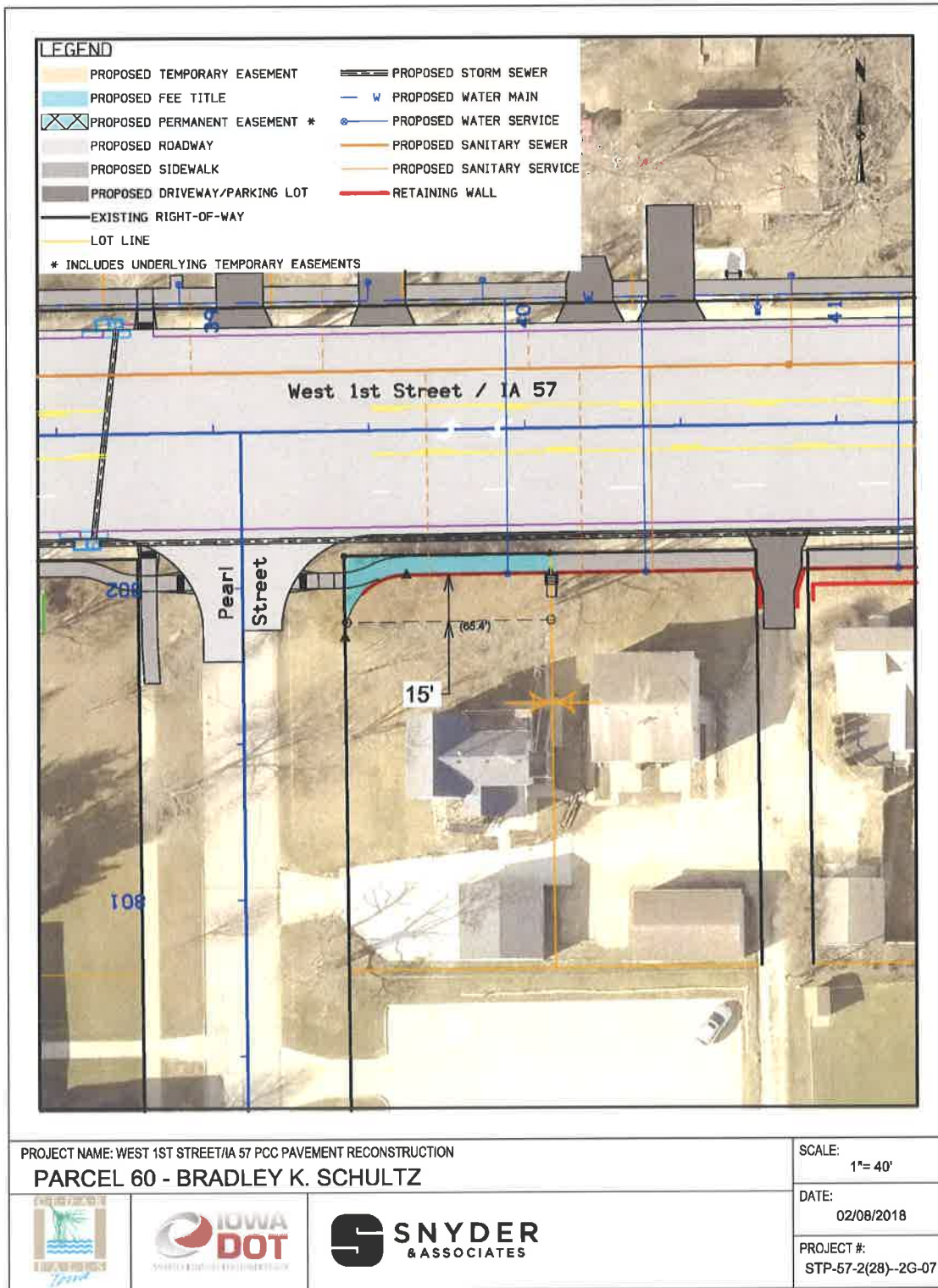
This instrument was acknowledged before me on \_\_\_\_\_, 2018, by James P. Brown, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

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

My Commission Expires:

\_\_\_\_\_

EXHIBIT







**WARRANTY DEED**  
THE IOWA STATE BAR ASSOCIATION  
Official Form No. 101  
**Recorder's Cover Sheet**

**Preparer Information:** Kevin Rogers, City Attorney, 220 Clay Street, Cedar Falls, IA 50613,  
Phone: (319) 243-2713

**Taxpayer Information:** Bradley K. Schultz -930 W. 1<sup>st</sup> St. Cedar Falls, IA 50613

**Return Document To:** City Clerk, City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

**Grantors:**  
Bradley K. Schultz

**Grantees:**  
State of Iowa

**Legal description:** See Page 2

**Document or instrument number of previously recorded documents:**

Item G.2.f.



WARRANTY DEED

For the consideration of One Dollar(s) and other valuable consideration, Bradley K. Schultz, a single person, does hereby Convey to State of Iowa

the following described real estate in

Black Hawk County, Iowa:

Lot 7, Block 4, A. Mullarky's Addition to Cedar Falls, Black Hawk County, Iowa

This deed is exempt according to Iowa Code 428A.2(21).

Grantors do Hereby Covenant with grantees, and successors in interest, that grantors hold the real estate by title in fee simple; that they have good and lawful authority to sell and Convey the real estate; that the real estate is free and clear of all liens and encumbrances except as may be above stated; and grantors Covenant to Warrant and Defend the real estate against the lawful claims of all persons except as may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate. Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated on 5/30/18.

Bradley K. Schultz (Grantor)

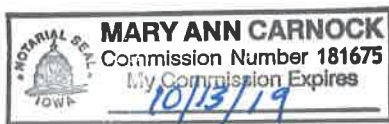
\_\_\_\_ (Grantor)

\_\_\_\_ (Grantor)

\_\_\_\_ (Grantor)

STATE OF IOWA, COUNTY OF Black Hawk

This record was acknowledged before me on 5/30/18, by

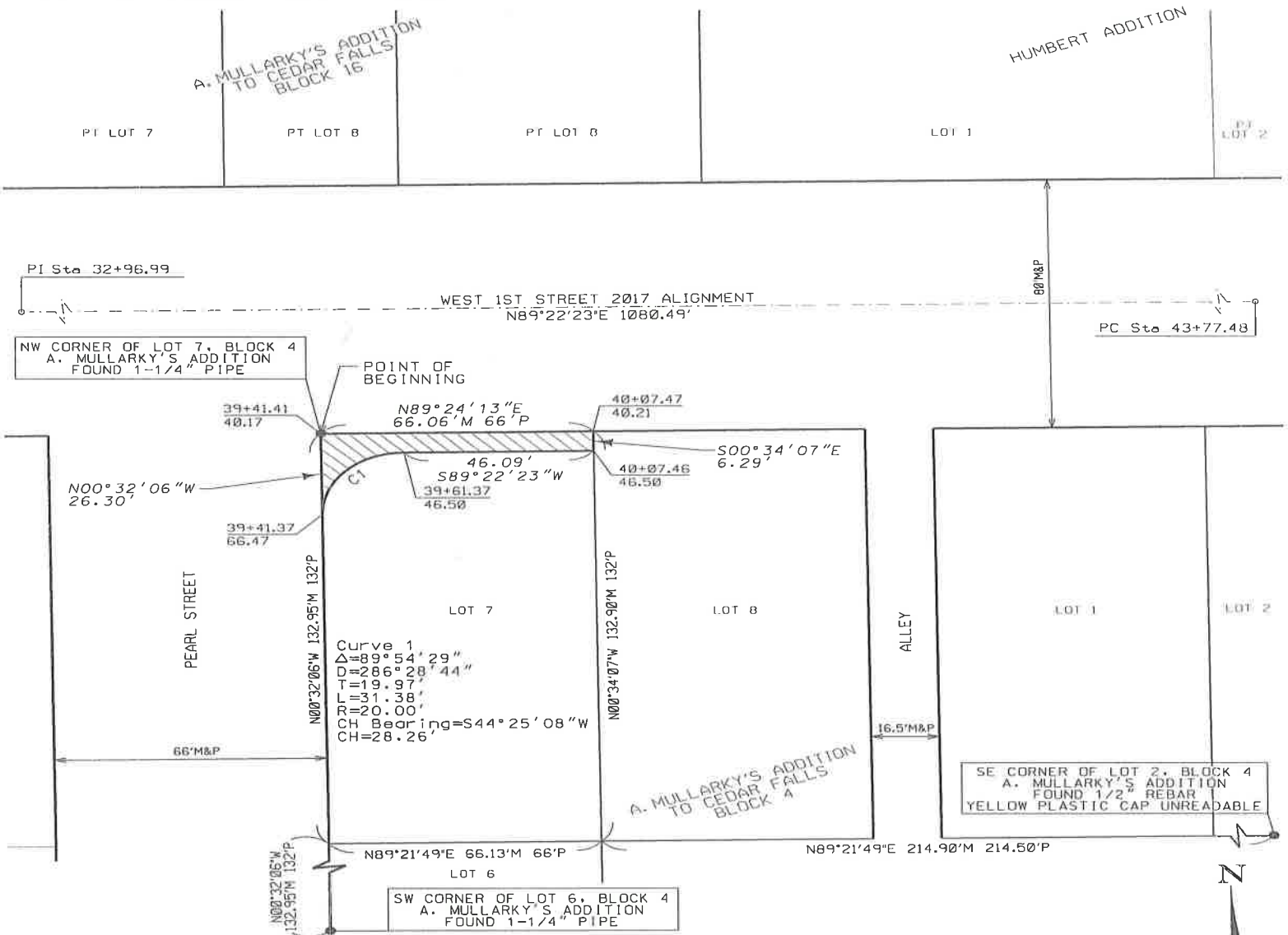


Mary Ann Carnock  
Signature of Notary Public

IOWA DEPARTMENT OF TRANSPORTATION  
ACQUISITION PLAT  
EXHIBIT "A"

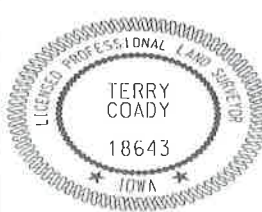
COUNTY BLACK HAWK STATE CONTROL NO. \_\_\_\_\_  
PROJECT NO. STP-57-2(28)--2C-07 PARCEL NO. 60  
SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST  
ROW-FEE 502 S.F. AC, EASE \_\_\_\_\_ AC EXCESS-FEE \_\_\_\_\_ AC  
ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ MAIN LINE \_\_\_\_\_ SIDE  
ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ SIDE ROAD \_\_\_\_\_ SIDE  
ACQUIRED FROM BRADLEY K. SCHULTZ

CITY OF CEDAR FALLS, IOWA

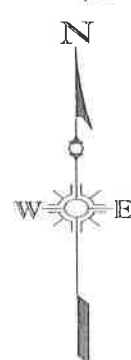
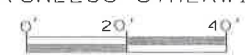


I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

*Terry Coady*  
TERRY COADY DATE: 2-18-2018  
License number 18643  
My License Renewal Date is December 31, 2019  
Pages covered by this seal: \_\_\_\_\_  
EXHIBIT "A" ONLY



- ▲ FOUND SECTION CORNER
- FOUND RIGHT OF WAY RAIL
- FOUND IDOT ALUM. CAP (UNLESS OTHERWISE NOTED)



# Item G.2.f.

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 60

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

THE FEE SIMPLE TITLE GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

A PART OF LOT 7 OF, BLOCK 4, A. MULLARKY'S ADDITION TO CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 7 OF, BLOCK 4, A. MULLARKY'S ADDITION TO CEDAR FALLS; THENCE NORTH 89°24'13" EAST ALONG THE NORTH LINE OF SAID LOT 7, A DISTANCE OF 66.06 FEET TO THE NORTHEAST CORNER OF SAID LOT 7; THENCE SOUTH 00°34'07" EAST ALONG THE EAST LINE OF SAID LOT 7, A DISTANCE OF 6.29 FEET; THENCE SOUTH 89°22'23" WEST, 46.09 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS IS 20.00 FEET, WHOSE ARC LENGTH IS 31.38 FEET AND WHOSE CHORD BEARS SOUTH 44°25'08" WEST, 28.26 FEET TO THE WEST LINE OF SAID LOT 7; THENCE NORTH 00°32'06" WEST ALONG SAID WEST LINE, 26.30 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 AC. (502 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

**NOTE:**

THE NORTH LINE OF BLOCK 4 OF A. MULLARKY'S ADDITION TO CEDAR FALLS ASSUMED TO BEAR NORTH 89°24'13" EAST.

**REAL ESTATE TRANSFER - GROUNDWATER HAZARD STATEMENT  
TO BE COMPLETED BY TRANSFEROR**

**TRANSFEROR:**

Name	Bradley K. Schultz		
Address	930 W. 1 <sup>st</sup> St.	Cedar Falls	IA 50613
	<small>Number and Street or RR</small>	<small>City, Town or P.O.</small>	<small>State Zip</small>

**TRANSFeree:**

Name	City of Cedar Falls		
Address	220 Clay St.	Cedar Falls	IA 50613
	<small>Number and Street or RR</small>	<small>City, Town or P.O.</small>	<small>State Zip</small>

**ADDRESS OF PROPERTY TRANSFERRED:**

<small>Number and Street or RR</small>	<small>City, Town or P.O.</small>	<small>State</small>	<small>Zip</small>
--	-----------------------------------	----------------------	--------------------

**LEGAL DESCRIPTION OF PROPERTY:**

SEE ATTACHED LEGAL DESCRIPTION AS EXHIBIT "A"

**1. Wells (check one)**

- There are no known wells situated on this property.
- There is a well or wells situated on this property. The type(s), location(s) and legal status are stated below or set forth on an attached separate sheet, as necessary.

**2. Solid Waste Disposal (check one)**

- There is no known solid waste disposal site on this property.
- There is a solid waste disposal site on this property and information related thereto is provided in Attachment #1, attached to this document.

**3. Hazardous Wastes (check one)**

- There is no known hazardous waste on this property.
- There is hazardous waste on this property and information related thereto is provided in Attachment #1, attached to this document.

**4. Underground Storage Tanks (check one)**

- There are no known underground storage tanks on this property. (Note exclusions such as small farm and residential motor fuel tanks, most heating oil tanks, cisterns and septic tanks, in instructions.)
- There is an underground storage tank on this property. The type(s), size(s) and any known substance(s) contained are listed below or on an attached separate sheet, as necessary.

**FILE WITH RECORDER**

**DNR form 542-0960 (July 18, 2012)**

# Item G.2.f.

## 5. Private Burial Site (check one)

There are no known private burial sites on this property.  
 There is a private burial site on this property. The location(s) of the site(s) and known identifying information of the decedent(s) is stated below or on an attached separate sheet, as necessary.

## 6. Private Sewage Disposal System (check one)

All buildings on this property are served by a public or semi-public sewage disposal system.

This transaction does not involve the transfer of any building which has or is required by law to have a sewage disposal system.

There is a building served by private sewage disposal system on this property or a building without any lawful sewage disposal system. A certified inspector's report is attached which documents the condition of the private sewage disposal system and whether any modifications are required to conform to standards adopted by the Department of Natural Resources. A certified inspection report must be accompanied by this form when recording.

There is a building served by private sewage disposal system on this property. Weather or other temporary physical conditions prevent the certified inspection of the private sewage disposal system from being conducted. The buyer has executed a binding acknowledgment with the county board of health to conduct a certified inspection of the private sewage disposal system at the earliest practicable time and to be responsible for any required modifications to the private sewage disposal system as identified by the certified inspection. A copy of the binding acknowledgment is attached to this form.

There is a building served by private sewage disposal system on this property. The buyer has executed a binding acknowledgment with the county board of health to install a new private sewage disposal system on this property within an agreed upon time period. A copy of the binding acknowledgment is provided with this form.

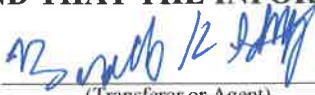
There is a building served by private sewage disposal system on this property. The building to which the sewage disposal system is connected will be demolished without being occupied. The buyer has executed a binding acknowledgment with the county board of health to demolish the building within an agreed upon time period. A copy of the binding acknowledgment is provided with this form. [Exemption #9]

This property is exempt from the private sewage disposal inspection requirements pursuant to the following exemption [Note: for exemption #9 use prior check box]:

The private sewage disposal system has been installed within the past two years pursuant to permit number \_\_\_\_\_.

**Information required by statements checked above should be provided here or on separate sheets attached hereto:**

**I HEREBY DECLARE THAT I HAVE REVIEWED THE INSTRUCTIONS FOR THIS FORM AND THAT THE INFORMATION STATED ABOVE IS TRUE AND CORRECT.**

Signature:  Telephone No.: 317-246-8409  
(Transferor or Agent)

FILE WITH RECORDER

DNR form 542-0960 (July 18, 2012)

EXHIBIT "A"

Lot 7, Block 4, A. Mullarky's Addition to Cedar Falls, Black Hawk County, Iowa

# Item G.2.f.

Prepared by: Snyder and Associates - 2727 SW Snyder Blvd. PO Box 1159, Ankeny, IA 50023  
For: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

(515) 964-2020  
(319)273-8600

## CITY OF CEDAR FALLS OWNER PURCHASE AGREEMENT

PROPERTY ADDRESS: 1116 W. 1<sup>st</sup> St.  
PARCEL NO. 64

COUNTY TAX PARCEL NO.8914-11-276-006

PROJECT NO. STP-57-2(28)-2C-07

PROJECT NAME: West 1<sup>st</sup> St. / IA 57 PCC Pavement Reconstruction

THIS AGREEMENT entered into this 1st day of May, 2018, by and between HCC Properties, LLC, Seller, and the City of Cedar Falls, Iowa, Buyer.

1. The Seller agrees to sell and furnish to the Buyer a warranty deed, permanent utility easement and temporary easement agreements, furnished by the Buyer, and the Buyer agrees to purchase the following real estate, or interest in real estate, hereinafter referred to as the premises, described as follows: **See Attached Exhibits**

FEE Acquisition  
See attached

Temporary Easement  
See attached

and which include the following improvements of whatever type situated on the premises:

\_\_\_\_\_.

2. The premises include the estates, rights, titles and interests, including easements, as are described herein. Seller consents to any change of grade of the street or highway which is adjacent to the premises, and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from the Buyer for all claims per the terms of this agreement and discharges the Buyer from liability because of this agreement and the construction of this public improvement project.
3. Possession of the premises is the essence of this agreement and the Buyer may enter and assume full use and enjoyment of the premises in accordance with the terms of this agreement. The Seller grants the Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. When Buyer has paid Seller the payment amount described in the following paragraph, and when Seller has executed and delivered a warranty deed/permanent easement agreement/ and/or temporary easement agreement(s) [strike inapplicable provisions], conveying title, or an interest in title, to the premises to Seller, as described in this agreement, Buyer shall then be entitled to immediate possession of the premises.
4. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title, or an interest in title, as provided in this agreement, and to surrender physical possession of the premises as shown on or before the dates listed below.



Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>4,762.44</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>4,765.00</u>	TOTAL LUMP SUM	

BREAKDOWN:      ac. = acres      sq. ft. = square feet

Land by Fee Title	<u>361</u>	sq. ft.	<u>\$ 3,249.00</u>
Permanent Utility Easement	_____	sq. ft.	<u>\$ _____</u>
Temporary Easement	<u>1,051</u>	sq. ft.	<u>\$ 1,513.44</u>
Miscellaneous/Other	_____		<u>\$ _____</u>
Buildings			<u>\$ _____</u>
Severance Damages			<u>\$ _____</u>

5. Seller also agrees to execute a Temporary Grading Easement for Construction, a copy of which is attached hereto. Any portion of the premises served by the above project shall be graded, shaped and seeded, if applicable, upon completion of the project by Buyer. The Temporary Construction Easement shall terminate upon completion of the project.
6. The Seller warrants that there are no tenants on the premises holding under lease except: NONE.
7. This agreement shall apply to and bind the legal successors in interest of the Seller, and the SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession, as required by Section 427.2 of the Code of Iowa, and agrees to warrant good and sufficient title.

Names and address of lienholders are: HCC Properties, LLC – P.O. Box 92 Cedar Falls, IA 50613

8. Each page and each attachment is by this reference made a part hereof and the entire agreement consists of 7 pages.
9. The Buyer may include mortgagees, lien holders, encumbrances and taxing authorities as payees on warrants as payment on the agreement. If this agreement involves a total taking, SELLER WILL furnish and deliver to the City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613, an abstract of title to be updated, if requested by City. The abstract continued to date, or a title report obtained by the City if this agreement does not involve a total taking, must show merchantable title to the premises vested in Seller. Buyer agrees to pay the cost of any abstract continuation. SELLER AGREES to obtain court approval of this agreement, if requested by the Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to the Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.
10. If the Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the

**Item G.2.f.**

survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of the Seller.

- 11. This written agreement and the attachments together constitute the entire agreement between the Buyer and the Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein. This agreement is subject to the approval of the Cedar Falls City Council.
- 12. The Seller shall have five years from the date of settlement to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

**HCC Properties, LLC**

*[Signature]* \_\_\_\_\_  
 Name/Title \_\_\_\_\_ Date 5/22/18 Name/Title \_\_\_\_\_ Date \_\_\_\_\_

- 1. For an acknowledgment in an individual capacity:

State of Iowa

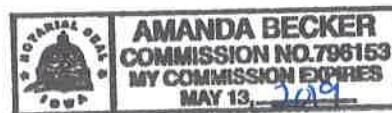
County of Black Hawk

This record was acknowledged before me on May 22, 2018

\_\_\_\_\_(Date) by \_\_\_\_\_

Kade Hoppenworth  
Name(s) of individual(s).

*[Signature]*  
Signature of notarial officer



2. For an acknowledgment in a representative capacity:

HCC Properties, LLC

State of Iowa

County of Black Hawk

This record was acknowledged before me on 8/22/18

(Date) by Kade Hopperman

Name(s) of individual(s) as Member

(type of authority, such as officer or trustee)

of HCC Properties LLC  
(name of party on behalf of whom record was executed) .

A. Becker  
Signature of notarial officer



BUYER'S APPROVAL

By: \_\_\_\_\_  
James P. Brown, Mayor (date)

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC (date)  
City Clerk

MUNICIPALITIES ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, by James P. Brown, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

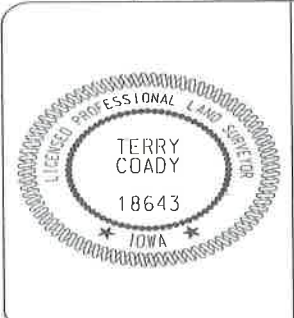
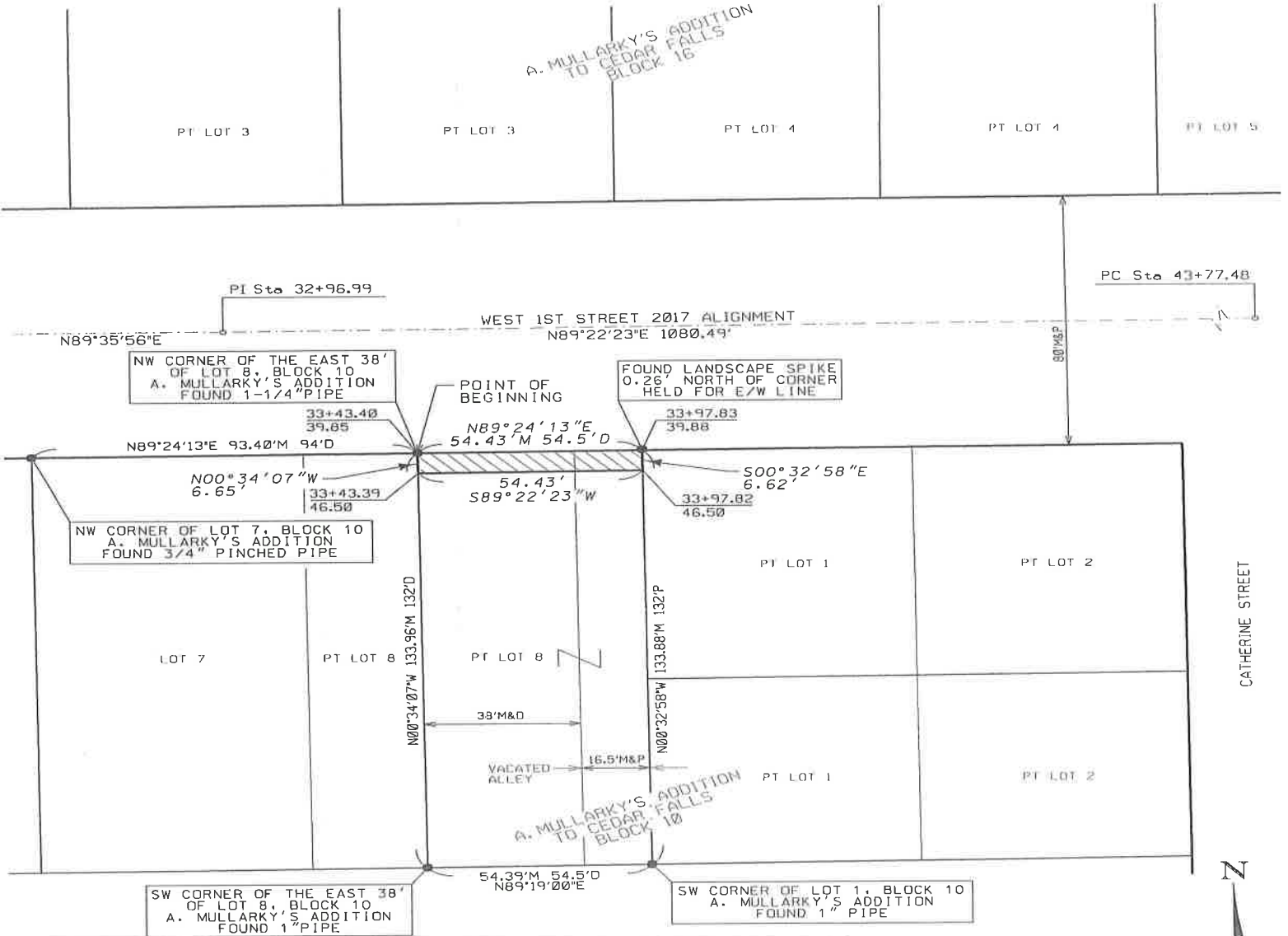
\_\_\_\_\_  
Notary Public in and for the State of Iowa

# Item G.2.f.

## IOWA DEPARTMENT OF TRANSPORTATION ACQUISITION PLAT EXHIBIT "A"

COUNTY BLACK HAWK STATE CONTROL NO. \_\_\_\_\_  
 PROJECT NO. STP-57-2(28)--2C-07 PARCEL NO. 64  
 SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST  
 ROW-FEE 361 S.F. ~~AC~~, EASE \_\_\_\_\_ AC EXCESS-FEE \_\_\_\_\_ AC  
 ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ MAIN LINE \_\_\_\_\_ SIDE  
 ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ SIDE ROAD \_\_\_\_\_ SIDE  
 ACQUIRED FROM HCC PROPERTIES, LLC

CITY OF CEDAR FALLS, IOWA



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

*Terry Coady*  
**TERRY COADY** DATE: 2-18-2018  
 License number 18643  
 My License Renewal Date is December 31, 2019  
 Pages covered by this seal: \_\_\_\_\_  
EXHIBIT "A" ONLY

- ▲ FOUND SECTION CORNER
- FOUND RIGHT OF WAY RAIL
- FOUND IDOT ALUM. CAP (UNLESS OTHERWISE NOTED)



DATE REVISED \_\_\_\_\_  
 DATE DRAWN JANUARY 29, 2018 -376- SCALE 1" = 40'

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 64

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

THE FEE SIMPLE TITLE GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

A PART OF LOT 8 AND A PART OF VACATED ALLEY OF, BLOCK 10, A. MULLARKY'S ADDITION TO CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE EAST 38.00 FEET OF SAID LOT 8 OF, BLOCK 10, A. MULLARKY'S ADDITION TO CEDAR FALLS; THENCE NORTH 89°24'13" EAST ALONG THE NORTH LINE OF SAID BLOCK 10, A DISTANCE OF 54.43 FEET TO THE NORTHEAST CORNER OF SAID VACATED ALLEY; THENCE SOUTH 00°32'58" EAST ALONG THE EAST LINE OF SAID VACATED ALLEY, 6.62 FEET; THENCE; SOUTH 89°22'23" WEST, A DISTANCE OF 54.43 FEET TO THE WEST LINE OF SAID EAST 38.00 FEET OF LOT 8; THENCE NORTH 00°34'07" WEST ALONG SAID WEST LINE, 6.65 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 AC. (361 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

**NOTE:**

THE NORTH LINE OF BLOCK 10 OF A. MULLARKY'S ADDITION TO CEDAR FALLS ASSUMED TO BEAR NORTH 89°24'13" EAST.

# Item G.2.f.



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION

PARCEL 64 - HCC PROPERTIES LLC

SCALE:  
1" = 40'

DATE:  
02/08/2018

PROJECT #:  
STP-57-2(28)--2G-07



\$PLTDRVL\$  
\$PENTBL\$  
\$SHEETNAME\$

\$FILE#  
\$DATE\$  
\$USER\$

Prepared by: Snyder and Associates – 2727 SW Snyder Blvd. P.O. Box 1159, Ankeny, IA 50023  
Return to: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

**OWNER'S TEMPORARY GRADING EASEMENT FOR CONSTRUCTION**

This instrument is made this 22 day of May, 2018, by HCC Properties, LLC, owner(s) (hereinafter referred to as GRANTOR(S)) of the following described property:

See Attached Exhibit

WHEREAS, the owner(s) in fee simple of the real property known and described as set out above is the GRANTOR(S), and

WHEREAS, the City of Cedar Falls (hereinafter referred to as GRANTEE) proposes to grade, shape and seed improvements upon a portion of the above real property owned by the GRANTOR(S), and

WHEREAS, the GRANTOR(S) has agreed to grant to the GRANTEE, a Temporary Grading Easement for Construction for the purpose of grading, shaping and seeding, if applicable, upon a portion of the real property of the GRANTOR(S), for consideration of \$1.00 and other valuable consideration duly paid and acknowledged. It is agreed the temporary easement granted herein shall terminate upon completion of the Project and final acceptance of public improvements by the City Council.

THEREFORE, for the above consideration, the GRANTOR(S) hereby grants unto the GRANTEE the Easement and rights described below:

See Attached Temporary Grading Easement for Construction Exhibit,  
which Easement and rights shall be binding upon the GRANTOR(S).

GRANTEE agrees to restore the easement area in a timely manner including, but not limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, upon completion of the construction or repairs.

# Item G.2.f.

Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

HCC Properties, LLC

[Signature] member 5-22-18  
Name/Title Date Name/Title Date

1. For an acknowledgment in a representative capacity:

State of Iowa

County of Blackhawk

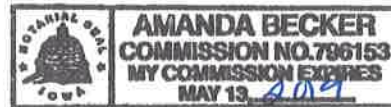
This record was acknowledged before me on 5/22/18 (Date)

by Kade Hopperworth Name(s) of individual(s)

as Member (type of authority, such as officer or trustee)

of HCC Properties LLC  
(name of party on behalf of whom record was executed).

[Signature]  
Signature of notarial officer





ACCEPTANCE OF EASEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Easement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

CITY OF CEDAR FALLS, IOWA

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

ATTEST

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

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

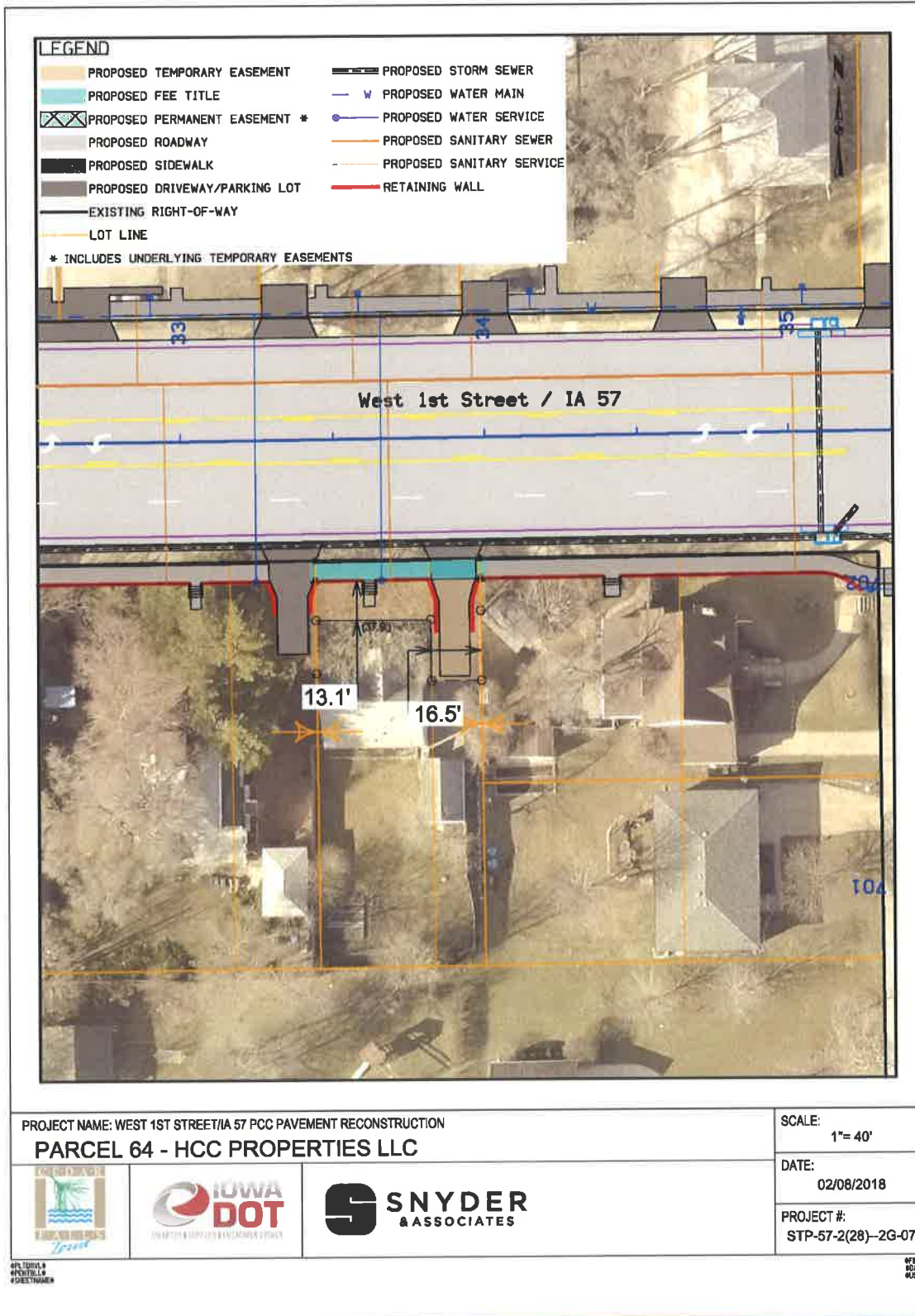
This instrument was acknowledged before me on \_\_\_\_\_, 2018, by James P. Brown, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

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

My Commission Expires:

\_\_\_\_\_

EXHIBIT





**WARRANTY DEED**  
THE IOWA STATE BAR ASSOCIATION  
Official Form No. 101  
**Recorder's Cover Sheet**

**Preparer Information:** Kevin Rogers, City Attorney, 220 Clay Street, Cedar Falls, IA 50613,  
Phone: (319) 243-2713

**Taxpayer Information:** HCC Properties, LLC –P.O. Box 92 Cedar Falls, IA 50613

**Return Document To:** City Clerk, City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

**Grantors:**  
HCC Properties, LLC

**Grantees:**  
State of Iowa

**Legal description:** See Page 2

**Document or instrument number of previously recorded documents:**

**Item G.2.f.**



**WARRANTY DEED**

For the consideration of One Dollar(s) and other valuable consideration, HCC Properties, LLC, a Limited Liability Company, does hereby Convey to State of Iowa

Black Hawk County, Iowa: the following described real estate in

East 38 feet of Lot 8, Block 10, A. Mularkys Addition to Cedar Falls, Iowa and the North Half of the certain ally in said Block 10 described as follows: Commencing at the Northwest corner of Lot 1 said Block 10; thence South 132 feet to the Southwest corner of said Lot 1; thence West 1 rod to the Southeast corner of said Lot 8 said Block 10; thence North 132 feet to the Northeast corner of said Lot 8; thence East 1 rod to the place of beginning

This deed is exempt according to Iowa Code 428A.2(21).

Grantors do Hereby Covenant with grantees, and successors in interest, that grantors hold the real estate by title in fee simple; that they have good and lawful authority to sell and Convey the real estate; that the real estate is free and clear of all liens and encumbrances except as may be above stated; and grantors Covenant to Warrant and Defend the real estate against the lawful claims of all persons except as may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate. Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated on 5-22-18

HCC Properties, LLC

[Signature] 5-22-18  
Name/Title member (Grantor) (Grantor)

\_\_\_\_\_  
(Grantor) (Grantor)

STATE OF IOWA, COUNTY OF Blackhawk

This record was acknowledged before me on 5/22/18, by

Kade Hopperworth

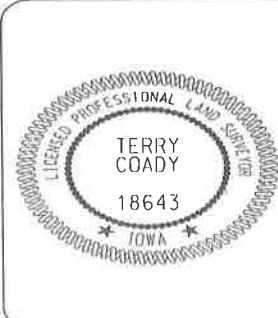
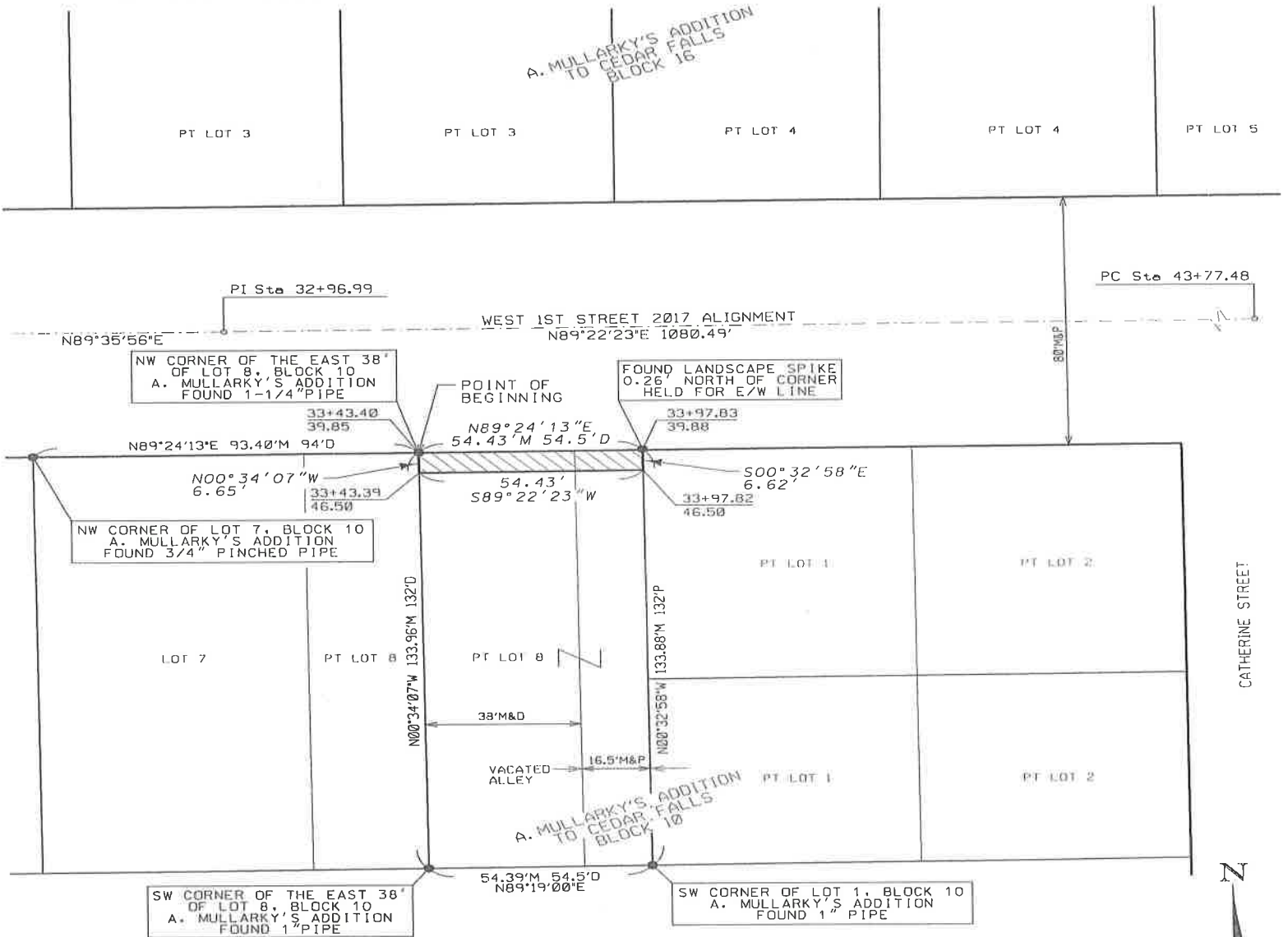


[Signature]  
Signature of Notary Public

IOWA DEPARTMENT OF TRANSPORTATION  
ACQUISITION PLAT  
EXHIBIT "A"

COUNTY BLACK HAWK STATE CONTROL NO. \_\_\_\_\_  
PROJECT NO. STP-57-2(28)--2C-07 PARCEL NO. 64  
SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST  
ROW-FEE 361 S.F. ~~AC~~ EASE \_\_\_\_\_ AC EXCESS-FEE \_\_\_\_\_ AC  
ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ MAIN LINE \_\_\_\_\_ SIDE  
ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ SIDE ROAD \_\_\_\_\_ SIDE  
ACQUIRED FROM HCC PROPERTIES, LLC

CITY OF CEDAR FALLS, IOWA



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

*Terry Coady* DATE: 2-18-2018  
TERRY COADY License number 18643  
My License Renewal Date is December 31, 2019  
Pages covered by this seal: \_\_\_\_\_  
EXHIBIT "A" ONLY

▲ FOUND SECTION CORNER  
■ FOUND RIGHT OF WAY RAIL  
● FOUND IDOT ALUM. CAP (UNLESS OTHERWISE NOTED)

# Item G.2.f.

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 64

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

THE FEE SIMPLE TITLE GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

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PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTE:

THE NORTH LINE OF BLOCK 10 OF A. MULLARKY'S ADDITION TO CEDAR FALLS ASSUMED TO BEAR NORTH 89°24'13" EAST.

**REAL ESTATE TRANSFER - GROUNDWATER HAZARD STATEMENT  
TO BE COMPLETED BY TRANSFEROR**

**TRANSFEROR:**

Name	HCC Properties, LLC			
Address	P.O. Box 92	Cedar Falls	IA	50613
	<small>Number and Street or RR</small>	<small>City, Town or P.O.</small>	<small>State</small>	<small>Zip</small>

**TRANSFeree:**

Name	City of Cedar Falls			
Address	220 Clay St.	Cedar Falls	IA	50613
	<small>Number and Street or RR</small>	<small>City, Town or P.O.</small>	<small>State</small>	<small>Zip</small>

**ADDRESS OF PROPERTY TRANSFERRED:**

<small>Number and Street or RR</small>	<small>City, Town or P.O.</small>	<small>State</small>	<small>Zip</small>
--	-----------------------------------	----------------------	--------------------

**LEGAL DESCRIPTION OF PROPERTY:**

SEE ATTACHED LEGAL DESCRIPTION AS EXHIBIT "A"

**1. Wells (check one)**

- There are no known wells situated on this property.
- There is a well or wells situated on this property. The type(s), location(s) and legal status are stated below or set forth on an attached separate sheet, as necessary.

**2. Solid Waste Disposal (check one)**

- There is no known solid waste disposal site on this property.
- There is a solid waste disposal site on this property and information related thereto is provided in Attachment #1, attached to this document.

**3. Hazardous Wastes (check one)**

- There is no known hazardous waste on this property.
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**4. Underground Storage Tanks (check one)**

- There are no known underground storage tanks on this property. (Note exclusions such as small farm and residential motor fuel tanks, most heating oil tanks, cisterns and septic tanks, in instructions.)

There is an underground storage tank on this property. The type(s), size(s) and any known substance(s) contained are listed below or on an attached separate sheet, as necessary.

**FILE WITH RECORDER**

**DNR form 542-0960 (July 18, 2012)**

# Item G.2.f.

## 5. Private Burial Site (check one)

There are no known private burial sites on this property.

There is a private burial site on this property. The location(s) of the site(s) and known identifying information of the decedent(s) is stated below or on an attached separate sheet, as necessary.

## 6. Private Sewage Disposal System (check one)

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This transaction does not involve the transfer of any building which has or is required by law to have a sewage disposal system.

There is a building served by private sewage disposal system on this property or a building without any lawful sewage disposal system. A certified inspector's report is attached which documents the condition of the private sewage disposal system and whether any modifications are required to conform to standards adopted by the Department of Natural Resources. A certified inspection report must be accompanied by this form when recording.

There is a building served by private sewage disposal system on this property. Weather or other temporary physical conditions prevent the certified inspection of the private sewage disposal system from being conducted. The buyer has executed a binding acknowledgment with the county board of health to conduct a certified inspection of the private sewage disposal system at the earliest practicable time and to be responsible for any required modifications to the private sewage disposal system as identified by the certified inspection. A copy of the binding acknowledgment is attached to this form.

There is a building served by private sewage disposal system on this property. The buyer has executed a binding acknowledgment with the county board of health to install a new private sewage disposal system on this property within an agreed upon time period. A copy of the binding acknowledgment is provided with this form.

There is a building served by private sewage disposal system on this property. The building to which the sewage disposal system is connected will be demolished without being occupied. The buyer has executed a binding acknowledgment with the county board of health to demolish the building within an agreed upon time period. A copy of the binding acknowledgment is provided with this form. [Exemption #9]

This property is exempt from the private sewage disposal inspection requirements pursuant to the following exemption [Note: for exemption #9 use prior check box]:

The private sewage disposal system has been installed within the past two years pursuant to permit number \_\_\_\_\_.

**Information required by statements checked above should be provided here or on separate sheets attached hereto:**

**I HEREBY DECLARE THAT I HAVE REVIEWED THE INSTRUCTIONS FOR THIS FORM AND THAT THE INFORMATION STATED ABOVE IS TRUE AND CORRECT.**

Signature:   
(Transferor or Agent)

Telephone No.: 319-240-0002

FILE WITH RECORDER

DNR form 542-0960 (July 18, 2012)



EXHIBIT "A"

East 38 feet of Lot 8, Block 10, A. Mularkys Addition to Cedar Falls, Iowa and the North Half of the certain ally in said Block 10 described as follows: Commencing at the Northwest corner of Lot 1 said Block 10; thence South 132 feet to the Southwest corner of said Lot 1; thence West 1 rod to the Southeast corner of said Lot 8 said Block 10; thence North 132 feet to the Northeast corner of said Lot 8; thence East 1 rod to the place of beginning

# Item G.2.f.

Prepared by: Snyder and Associates - 2727 SW Snyder Blvd. PO Box 1159, Ankeny, IA 50023  
For: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

(515) 964-2020  
(319)273-8600

## CITY OF CEDAR FALLS OWNER PURCHASE AGREEMENT

PROPERTY ADDRESS: 1216 W. 1<sup>st</sup> St.  
PARCEL NO. 68

COUNTY TAX PARCEL NO.8914-11-276-002

PROJECT NO. STP-57-2(28)-2C-07

PROJECT NAME: West 1<sup>st</sup> St. / IA 57 PCC Pavement Reconstruction

THIS AGREEMENT entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between David H. Johnson, Seller, and the City of Cedar Falls, Iowa, Buyer.

1. The Seller agrees to sell and furnish to the Buyer a warranty deed, permanent utility easement and temporary easement agreements, furnished by the Buyer, and the Buyer agrees to purchase the following real estate, or interest in real estate, hereinafter referred to as the premises, described as follows: **See Attached Exhibits**

FEE Acquisition  
See attached

Temporary Easement  
See attached

and which include the following improvements of whatever type situated on the premises:

\_\_\_\_\_:

2. The premises include the estates, rights, titles and interests, including easements, as are described herein. Seller consents to any change of grade of the street or highway which is adjacent to the premises, and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from the Buyer for all claims per the terms of this agreement and discharges the Buyer from liability because of this agreement and the construction of this public improvement project.
3. Possession of the premises is the essence of this agreement and the Buyer may enter and assume full use and enjoyment of the premises in accordance with the terms of this agreement. The Seller grants the Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. When Buyer has paid Seller the payment amount described in the following paragraph, and when Seller has executed and delivered a warranty deed/permanent easement agreement/ and/or temporary easement agreement(s) [strike inapplicable provisions], conveying title, or an interest in title, to the premises to Seller, as described in this agreement, Buyer shall then be entitled to immediate possession of the premises.
4. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title, or an interest in title, as provided in this agreement, and to surrender physical possession of the premises as shown on or before the dates listed below.

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>5,721.44</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>5,725.00</u>	TOTAL LUMP SUM	

BREAKDOWN:      ac. = acres      sq. ft. = square feet

Land by Fee Title	<u>391</u>	sq. ft.	\$ <u>3,519.00</u>
Permanent Utility Easement	_____	sq. ft.	\$ _____
Temporary Easement	<u>1,026</u>	sq. ft.	\$ <u>1,477.44</u>
Miscellaneous/Other	<u>Tree, Bushes</u>		\$ <u>725.00</u>
Buildings			\$ _____
Severance Damages			\$ _____

5. Seller also agrees to execute a Temporary Grading Easement for Construction, a copy of which is attached hereto. Any portion of the premises served by the above project shall be graded, shaped and seeded, if applicable, upon completion of the project by Buyer. The Temporary Construction Easement shall terminate upon completion of the project.
6. The Seller warrants that there are no tenants on the premises holding under lease except:  
NONE.
7. This agreement shall apply to and bind the legal successors in interest of the Seller, and the SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession, as required by Section 427.2 of the Code of Iowa, and agrees to warrant good and sufficient title.

Names and address of lienholders are: David H. Johnson – P.O. Box 435 Cedar Falls, IA 50613

8. Each page and each attachment is by this reference made a part hereof and the entire agreement consists of 7 pages.
9. The Buyer may include mortgagees, lien holders, encumbrances and taxing authorities as payees on warrants as payment on the agreement. If this agreement involves a total taking, SELLER WILL furnish and deliver to the City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613, an abstract of title to be updated, if requested by City. The abstract continued to date, or a title report obtained by the City if this agreement does not involve a total taking, must show merchantable title to the premises vested in Seller. Buyer agrees to pay the cost of any abstract continuation. SELLER AGREES to obtain court approval of this agreement, if requested by the Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to the Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.
10. If the Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint

**Item G.2.f.**

tenancy has not been destroyed by operation of law or acts of the Seller.

- 11. This written agreement and the attachments together constitute the entire agreement between the Buyer and the Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein. This agreement is subject to the approval of the Cedar Falls City Council.
- 12. The Seller shall have five years from the date of settlement to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

David H. Johnson      6-12-18  
David H. Johnson      Date

N/A  
(spouse)      Date

1. For an acknowledgment in an individual capacity:

State of IOWA

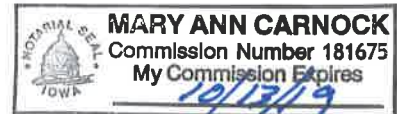
County of BLACK HAWK

This record was acknowledged before me on 6/12/18

\_\_\_\_\_(Date) by \_\_\_\_\_

DAVID H. JOHNSON  
Name(s) of individual(s).

Mary Ann Carnock  
Signature of notarial officer



2. For an acknowledgment in a representative capacity:

(Business Name, Trustee, name of person signing on behalf of)

State of \_\_\_\_\_

County of \_\_\_\_\_

This record was acknowledged before me on \_\_\_\_\_  
\_\_\_\_\_(Date) by \_\_\_\_\_

Name(s) of individual(s) as \_\_\_\_\_  
\_\_\_\_\_(type of authority, such as officer or trustee)

of \_\_\_\_\_  
(name of party on behalf of whom record was executed) .

\_\_\_\_\_  
Signature of notarial officer

**BUYER'S APPROVAL**

By: \_\_\_\_\_  
James P. Brown, Mayor (date)

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC (date)  
City Clerk

**MUNICIPALITIES ACKNOWLEDGMENT**

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, by James P. Brown, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

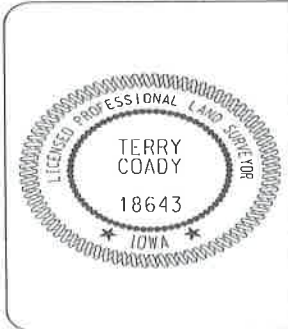
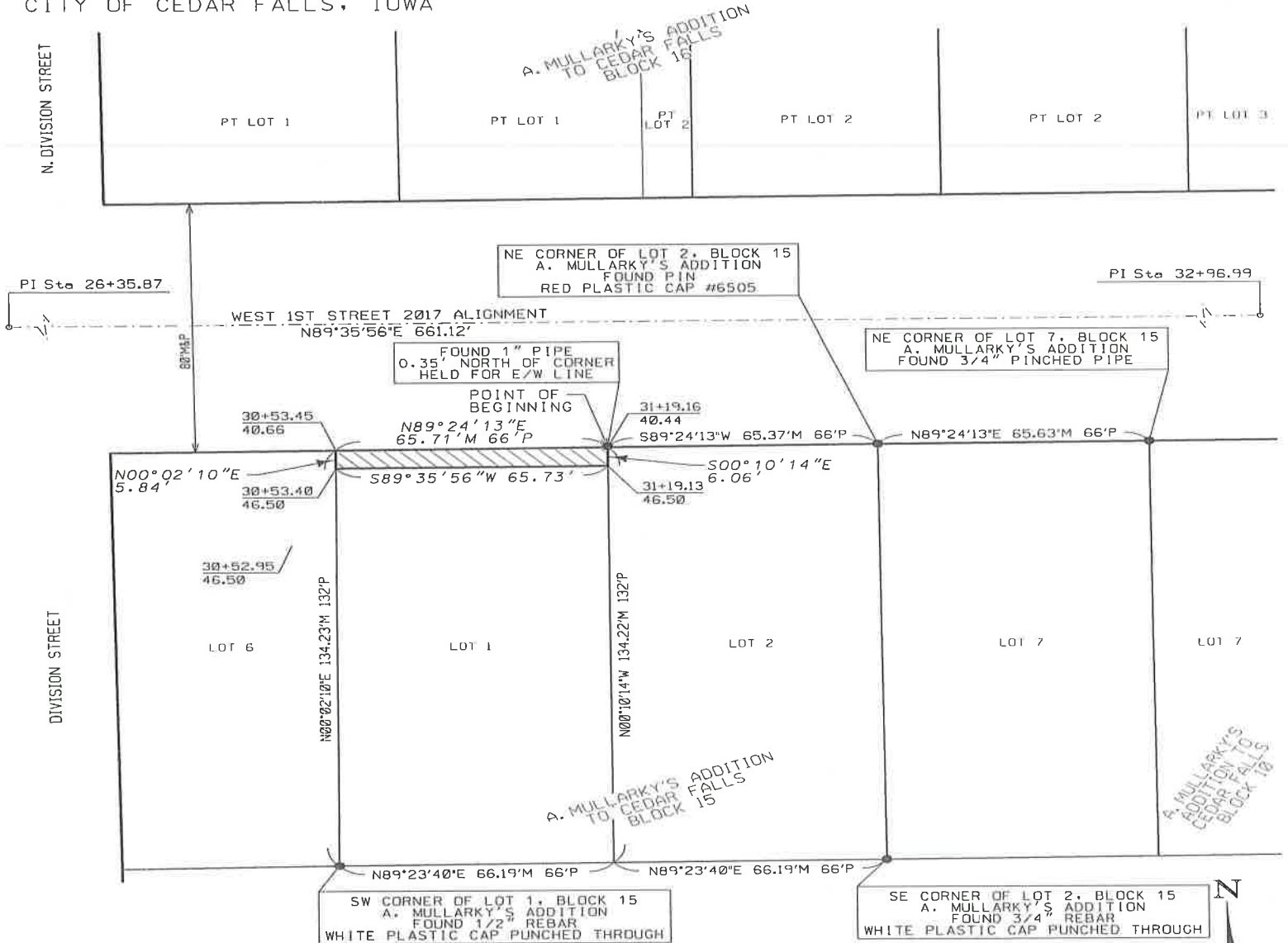
\_\_\_\_\_  
Notary Public in and for the State of Iowa

# Item G.2.f.

## IOWA DEPARTMENT OF TRANSPORTATION ACQUISITION PLAT EXHIBIT "A"

COUNTY BLACK HAWK STATE CONTROL NO. \_\_\_\_\_  
 PROJECT NO. STP-57-2(28)--2C-07 PARCEL NO. 68  
 SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST  
 ROW-FEE 391 S.F. AC. EASE \_\_\_\_\_ AC EXCESS-FEE \_\_\_\_\_ AC  
 ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ MAIN LINE \_\_\_\_\_ SIDE  
 ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ SIDE ROAD \_\_\_\_\_ SIDE  
 ACQUIRED FROM DAVID H. JOHNSON

CITY OF CEDAR FALLS, IOWA



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

*Terry Coady* 2-18-2018  
 TERRY COADY DATE:  
 License number 18643  
 My License Renewal Date is December 31, 2019  
 Pages covered by this seal: \_\_\_\_\_  
 EXHIBIT "A" ONLY

▲ FOUND SECTION CORNER  
 ■ FOUND RIGHT OF WAY RAIL  
 ● FOUND IDOT ALUM. CAP (UNLESS OTHERWISE NOTED)

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 68

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

THE FEE SIMPLE TITLE GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

A PART OF LOT 1 OF, BLOCK 15, A. MULLARKY'S ADDITION TO CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

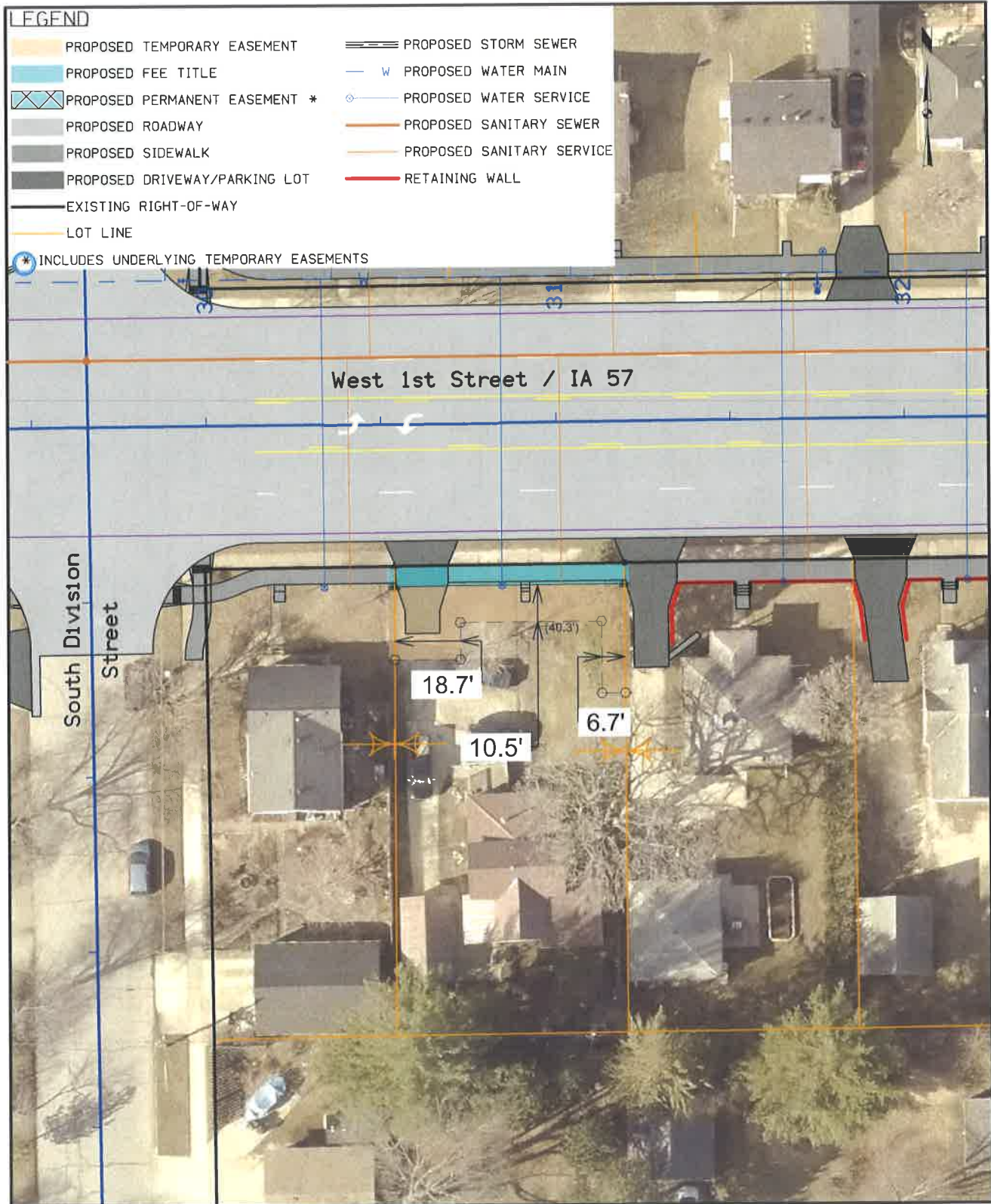
COMMENCING AT THE NORTHEAST CORNER OF LOT 2, OF SAID BLOCK 15, A. MULLARKY'S ADDITION TO CEDAR FALLS; THENCE SOUTH 89°24'13" WEST ALONG THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 65.37 FEET TO THE NORTHEAST CORNER OF SAID LOT 1 AND TO THE POINT OF BEGINNING; THENCE SOUTH 00°10'14" EAST ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 6.06 FEET; THENCE SOUTH 89°35'56" WEST, 65.73 FEET TO THE WEST LINE OF SAID LOT 1; THENCE NORTH 00°02'10" EAST ALONG SAID WEST LINE, 5.84 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE NORTH 89°24'13" EAST ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 65.71 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 AC. (391 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTE:

THE NORTH LINE OF BLOCK 15 OF A. MULLARKY'S ADDITION TO CEDAR FALLS ASSUMED TO BEAR NORTH 89°24'13" EAST.

# Item G.2.f.



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION

PARCEL 68 - DAVID H. JOHNSON

SCALE:  
1"= 40'

DATE:  
02/08/2018

PROJECT #:  
STP-57-2(28)--2G-07



#PLTDRWLN#  
#PENTRBL#  
#SHEETNAME#

#FILE#  
#DATE#  
#USER#



Prepared by: Snyder and Associates – 2727 SW Snyder Blvd. P.O. Box 1159, Ankeny, IA 50023  
Return to: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

**OWNER'S TEMPORARY GRADING EASEMENT FOR CONSTRUCTION**

This instrument is made this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by David H. Johnson, owner(s) (hereinafter referred to as GRANTOR(S)) of the following described property:

See Attached Exhibit

WHEREAS, the owner(s) in fee simple of the real property known and described as set out above is the GRANTOR(S), and

WHEREAS, the City of Cedar Falls (hereinafter referred to as GRANTEE) proposes to grade, shape and seed improvements upon a portion of the above real property owned by the GRANTOR(S), and

WHEREAS, the GRANTOR(S) has agreed to grant to the GRANTEE, a Temporary Grading Easement for Construction for the purpose of grading, shaping and seeding, if applicable, upon a portion of the real property of the GRANTOR(S), for consideration of \$1.00 and other valuable consideration duly paid and acknowledged. It is agreed the temporary easement granted herein shall terminate upon completion of the Project and final acceptance of public improvements by the City Council.

THEREFORE, for the above consideration, the GRANTOR(S) hereby grants unto the GRANTEE the Easement and rights described below:

See Attached Temporary Grading Easement for Construction Exhibit,

which Easement and rights shall be binding upon the GRANTOR(S).

GRANTEE agrees to restore the easement area in a timely manner including, but not limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, upon completion of the construction or repairs.

**Item G.2.f.**

Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

David H. Johnson      6-12-18      N/A  
David H. Johnson      Date      Spouse      Date

1. For an acknowledgment in a representative capacity:

State of Iowa

County of Black Hawk

This record was acknowledged before me on 6/12/18 (Date)

by DAVID H. JOHNSON Name(s) of individual(s)

as owner (type of authority, such as officer or trustee)

of Property.  
(name of party on behalf of whom record was executed).

Mary Ann Carnock  
Signature of notarial officer



ACCEPTANCE OF EASEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Easement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

CITY OF CEDAR FALLS, IOWA

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

ATTEST

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

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

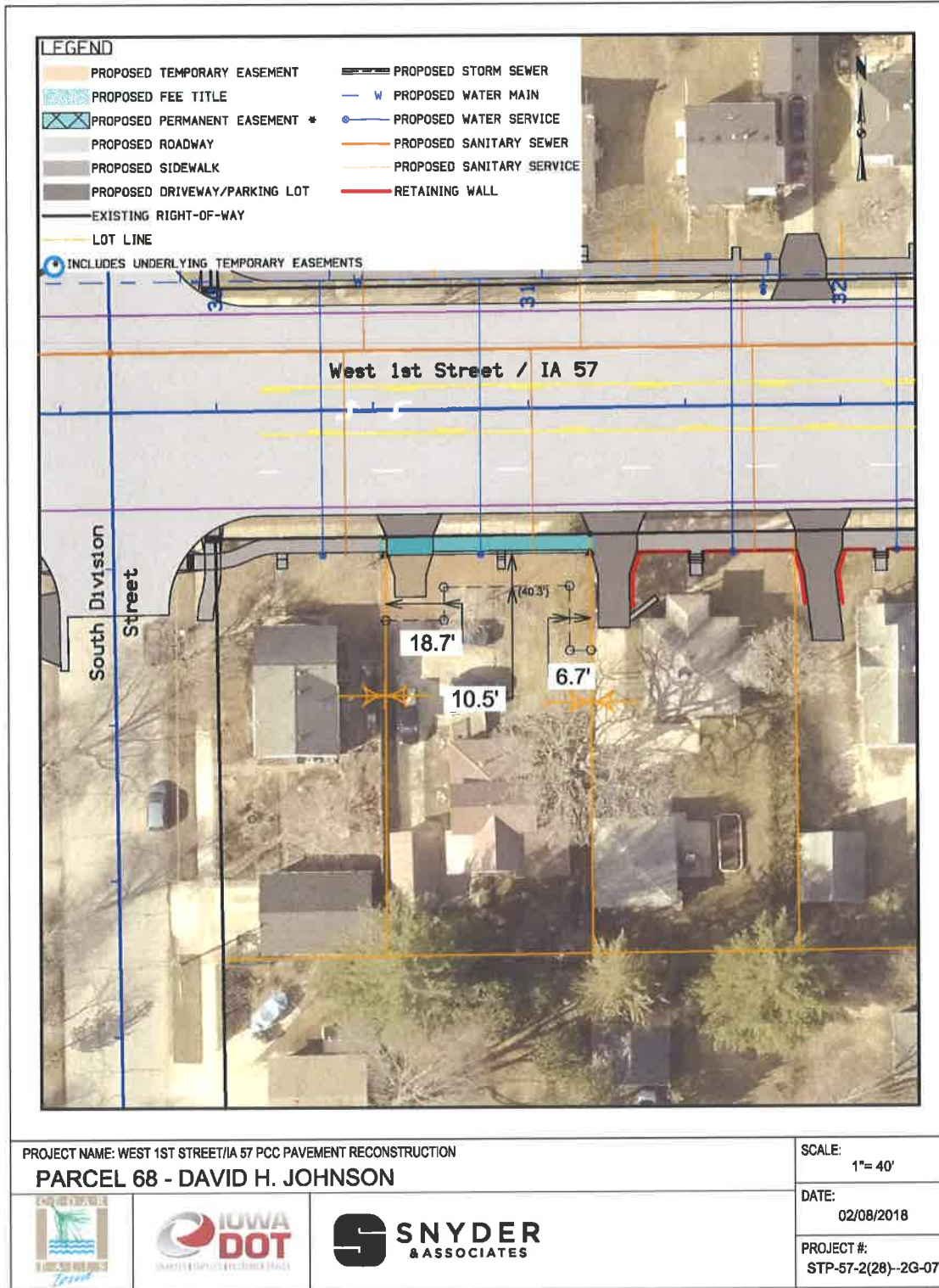
This instrument was acknowledged before me on \_\_\_\_\_, 2018, by James P. Brown, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

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

My Commission Expires:

\_\_\_\_\_

EXHIBIT





**WARRANTY DEED**  
THE IOWA STATE BAR ASSOCIATION  
Official Form No. 101  
**Recorder's Cover Sheet**

**Preparer Information:** Kevin Rogers, City Attorney, 220 Clay Street, Cedar Falls, IA 50613,  
Phone: (319) 243-2713

**Taxpayer Information:** David H. Johnson –P.O. Box 435 Cedar Falls, IA 50613

**Return Document To:** City Clerk, City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

**Grantors:**  
David H. Johnson

**Grantees:**  
State of Iowa

**Legal description:** See Page 2

**Document or instrument number of previously recorded documents:**

Item G.2.f.



WARRANTY DEED

For the consideration of One Dollar(s) and other valuable consideration, David H. Johnson, a single person, does hereby Convey to State of Iowa the following described real estate in Black Hawk County, Iowa:

Lot 1, Block 15, A. Mularkys Addition to Cedar Falls, Iowa

This deed is exempt according to Iowa Code 428A.2(21).

Grantors do Hereby Covenant with grantees, and successors in interest, that grantors hold the real estate by title in fee simple; that they have good and lawful authority to sell and Convey the real estate; that the real estate is free and clear of all liens and encumbrances except as may be above stated; and grantors Covenant to Warrant and Defend the real estate against the lawful claims of all persons except as may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate. Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated on 6-12-18

Signatures of David H. Johnson and other grantors with labels (Grantor)

STATE OF IOWA, COUNTY OF Black Hawk

This record was acknowledged before me on 6/12/18, by

DAVID H. JOHNSON

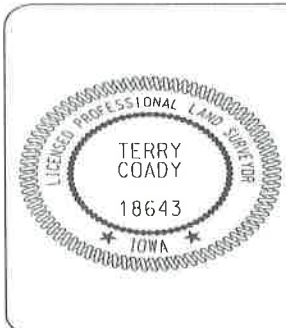
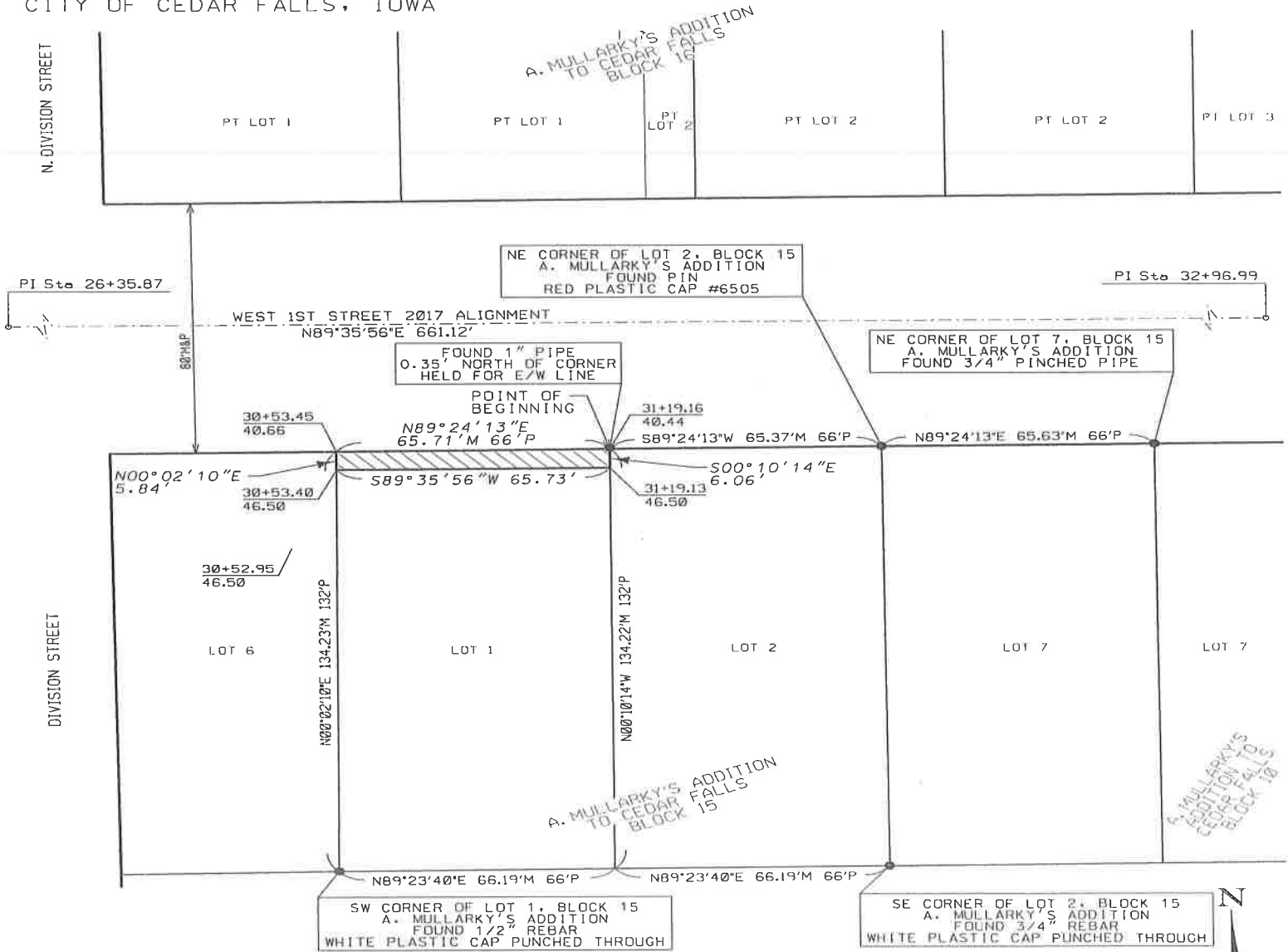


Signature of Notary Public

IOWA DEPARTMENT OF TRANSPORTATION  
ACQUISITION PLAT  
EXHIBIT "A"

COUNTY BLACK HAWK STATE CONTROL NO. \_\_\_\_\_  
PROJECT NO. STP-57-2(28)--2C-07 PARCEL NO. 68  
SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST  
ROW-FEE 391 S.F. AC EASE \_\_\_\_\_ AC EXCESS-FEE \_\_\_\_\_ AC  
ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ MAIN LINE \_\_\_\_\_ SIDE  
ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ SIDE ROAD \_\_\_\_\_ SIDE  
ACQUIRED FROM DAVID H. JOHNSON

CITY OF CEDAR FALLS, IOWA



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

*Terry Coady* 2-18-2018  
TERRY COADY DATE:  
License number 18643  
My License Renewal Date is December 31, 2019  
Pages covered by this seal: \_\_\_\_\_  
EXHIBIT "A" ONLY

▲ FOUND SECTION CORNER  
■ FOUND RIGHT OF WAY RAIL  
● FOUND IDOT ALUM. CAP (UNLESS OTHERWISE NOTED)

0' 20' 40'

1" = 40'

# Item G.2.f.

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 68

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

THE FEE SIMPLE TITLE GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

A PART OF LOT 1 OF, BLOCK 15, A. MULLARKY'S ADDITION TO CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 2, OF SAID BLOCK 15, A. MULLARKY'S ADDITION TO CEDAR FALLS; THENCE SOUTH 89°24'13" WEST ALONG THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 65.37 FEET TO THE NORTHEAST CORNER OF SAID LOT 1 AND TO THE POINT OF BEGINNING; THENCE SOUTH 00°10'14" EAST ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 6.06 FEET; THENCE SOUTH 89°35'56" WEST, 65.73 FEET TO THE WEST LINE OF SAID LOT 1; THENCE NORTH 00°02'10" EAST ALONG SAID WEST LINE, 5.84 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE NORTH 89°24'13" EAST ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 65.71 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 AC. (391 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTE:

THE NORTH LINE OF BLOCK 15 OF A. MULLARKY'S ADDITION TO CEDAR FALLS ASSUMED TO BEAR NORTH 89°24'13" EAST.



**REAL ESTATE TRANSFER - GROUNDWATER HAZARD STATEMENT  
TO BE COMPLETED BY TRANSFEROR**

**TRANSFEROR:**

Name	David H. Johnson			
Address	P.O. Box 435	Cedar Falls	IA	50613
	<small>Number and Street or RR</small>	<small>City, Town or P.O.</small>	<small>State</small>	<small>Zip</small>

**TRANSFeree:**

Name	City of Cedar Falls			
Address	220 Clay St.	Cedar Falls	IA	50613
	<small>Number and Street or RR</small>	<small>City, Town or P.O.</small>	<small>State</small>	<small>Zip</small>

**ADDRESS OF PROPERTY TRANSFERRED:**

<small>Number and Street or RR</small>	<small>City, Town or P.O.</small>	<small>State</small>	<small>Zip</small>
--	-----------------------------------	----------------------	--------------------

**LEGAL DESCRIPTION OF PROPERTY:**

SEE ATTACHED LEGAL DESCRIPTION AS EXHIBIT "A"

**1. Wells (check one)**

- There are no known wells situated on this property.
- There is a well or wells situated on this property. The type(s), location(s) and legal status are stated below or set forth on an attached separate sheet, as necessary.

**2. Solid Waste Disposal (check one)**

- There is no known solid waste disposal site on this property.
- There is a solid waste disposal site on this property and information related thereto is provided in Attachment #1, attached to this document.

**3. Hazardous Wastes (check one)**

- There is no known hazardous waste on this property.
- There is hazardous waste on this property and information related thereto is provided in Attachment #1, attached to this document.

**4. Underground Storage Tanks (check one)**

- There are no known underground storage tanks on this property. (Note exclusions such as small farm and residential motor fuel tanks, most heating oil tanks, cisterns and septic tanks, in instructions.)
- There is an underground storage tank on this property. The type(s), size(s) and any known substance(s) contained are listed below or on an attached separate sheet, as necessary.

**FILE WITH RECORDER**

**DNR form 542-0960 (July 18, 2012)**

# Item G.2.f.

## 5. Private Burial Site (check one)

There are no known private burial sites on this property.

There is a private burial site on this property. The location(s) of the site(s) and known identifying information of the decedent(s) is stated below or on an attached separate sheet, as necessary.

## 6. Private Sewage Disposal System (check one)

All buildings on this property are served by a public or semi-public sewage disposal system.

This transaction does not involve the transfer of any building which has or is required by law to have a sewage disposal system.

There is a building served by private sewage disposal system on this property or a building without any lawful sewage disposal system. A certified inspector's report is attached which documents the condition of the private sewage disposal system and whether any modifications are required to conform to standards adopted by the Department of Natural Resources. A certified inspection report must be accompanied by this form when recording.

There is a building served by private sewage disposal system on this property. Weather or other temporary physical conditions prevent the certified inspection of the private sewage disposal system from being conducted. The buyer has executed a binding acknowledgment with the county board of health to conduct a certified inspection of the private sewage disposal system at the earliest practicable time and to be responsible for any required modifications to the private sewage disposal system as identified by the certified inspection. A copy of the binding acknowledgment is attached to this form.

There is a building served by private sewage disposal system on this property. The buyer has executed a binding acknowledgment with the county board of health to install a new private sewage disposal system on this property within an agreed upon time period. A copy of the binding acknowledgment is provided with this form.

There is a building served by private sewage disposal system on this property. The building to which the sewage disposal system is connected will be demolished without being occupied. The buyer has executed a binding acknowledgment with the county board of health to demolish the building within an agreed upon time period. A copy of the binding acknowledgment is provided with this form. [Exemption #9]

This property is exempt from the private sewage disposal inspection requirements pursuant to the following exemption [Note: for exemption #9 use prior check box]:

The private sewage disposal system has been installed within the past two years pursuant to permit number \_\_\_\_\_.

**Information required by statements checked above should be provided here or on separate sheets attached hereto:**

**I HEREBY DECLARE THAT I HAVE REVIEWED THE INSTRUCTIONS FOR THIS FORM AND THAT THE INFORMATION STATED ABOVE IS TRUE AND CORRECT.**

Signature: \_\_\_\_\_

  
(Transferor or Agent)

Telephone No.: 319-240-3131

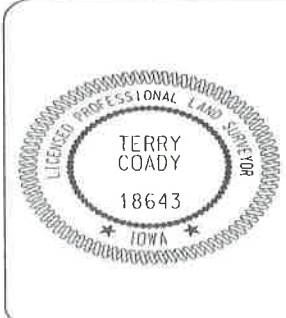
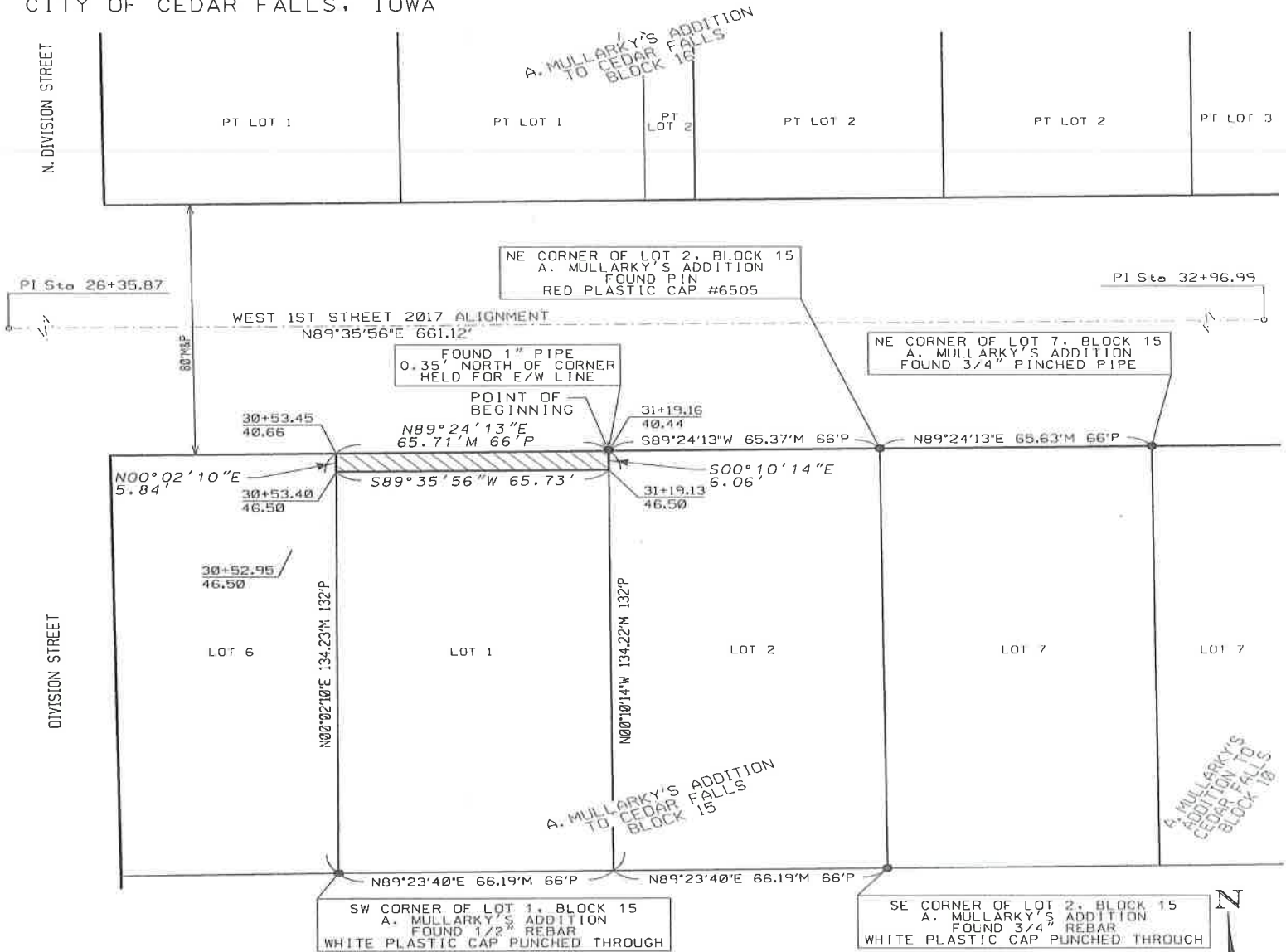
FILE WITH RECORDER

DNR form 542-0960 (July 18, 2012)

IOWA DEPARTMENT OF TRANSPORTATION  
ACQUISITION PLAT  
EXHIBIT "A"

COUNTY BLACK HAWK STATE CONTROL NO. \_\_\_\_\_  
PROJECT NO. STP-57-2(28)-2C-07 PARCEL NO. 68  
SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST  
ROW-FEE 391 S.F. ~~AC~~, EASE \_\_\_\_\_ AC EXCESS-FEE \_\_\_\_\_ AC  
ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ MAIN LINE \_\_\_\_\_ SIDE  
ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ SIDE ROAD \_\_\_\_\_ SIDE  
ACQUIRED FROM DAVID H. JOHNSON

CITY OF CEDAR FALLS, IOWA



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

*Terry Coady* 2-18-2018  
TERRY COADY DATE:  
License number 18643  
My License Renewal Date is December 31, 2019  
Pages covered by this seal: \_\_\_\_\_  
EXHIBIT "A" ONLY

SE CORNER OF LOT 2, BLOCK 15  
A. MULLARKY'S ADDITION  
FOUND 3/4" REBAR  
WHITE PLASTIC CAP PUNCHED THROUGH

SW CORNER OF LOT 1, BLOCK 15  
A. MULLARKY'S ADDITION  
FOUND 1/2" REBAR  
WHITE PLASTIC CAP PUNCHED THROUGH

▲ FOUND SECTION CORNER  
■ FOUND RIGHT OF WAY RAIL  
● FOUND IDOT ALUM. CAP (UNLESS OTHERWISE NOTED)

0' 20' 40'

1" = 40'

# Item G.2.f.

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 68

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

THE FEE SIMPLE TITLE GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

A PART OF LOT 1 OF, BLOCK 15, A. MULLARKY'S ADDITION TO CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 2, OF SAID BLOCK 15, A. MULLARKY'S ADDITION TO CEDAR FALLS; THENCE SOUTH 89°24'13" WEST ALONG THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 65.37 FEET TO THE NORTHEAST CORNER OF SAID LOT 1 AND TO THE POINT OF BEGINNING; THENCE SOUTH 00°10'14" EAST ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 6.06 FEET; THENCE SOUTH 89°35'56" WEST, 65.73 FEET TO THE WEST LINE OF SAID LOT 1; THENCE NORTH 00°02'10" EAST ALONG SAID WEST LINE, 5.84 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE NORTH 89°24'13" EAST ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 65.71 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 AC. (391 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

**NOTE:**

THE NORTH LINE OF BLOCK 15 OF A. MULLARKY'S ADDITION TO CEDAR FALLS ASSUMED TO BEAR NORTH 89°24'13" EAST.

Prepared by: Snyder & Associates, Inc., 2727 SW Snyder Blvd., Ankeny, IA 50023  
For: City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa 50613

(515) 964-2020  
(319) 273-8600

**CITY OF CEDAR FALLS  
TENANT PURCHASE AGREEMENT**

**Property Address:** 1216 W. 1<sup>st</sup> St.      **County Tax Parcel No.:** 8914-11-276-002  
**Parcel Number:** 68      **Project Name:** West 1<sup>st</sup> Street Cedar Falls IA 57 Reconstruction Project  
**Project Number:** STP-57-2(28)--2c-07

**THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between Michael Thornton, Seller and the City of Cedar Falls, Iowa, Buyer.**

- 1. Buyer agrees to buy and Seller hereby conveys Seller's leasehold interest in the following real estate, hereinafter referred to as the premises:

See Attached Acquisition Plat  
See Attached Temporary Easement Area(s)

and more particularly described on page(s) 4-6, and all improvements of whatever type situated on the premises.

- 2. The Premises also includes all of the Seller's estates, rights, title and interests in any leaseholds, including easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability because of this agreement and the construction of this public improvement project.

Seller is tenant on the property of the following owner: David H. Johnson

- 3. In consideration of Seller's conveyance of Seller's leasehold interest in the premises to Buyer, Buyer agrees to pay to Seller the sum of One Hundred Dollars (\$100.00). Seller agrees to surrender physical possession of the premises effective upon commencement of construction activity. Seller also agrees to execute a Temporary Grading Easement for Construction, a copy of which is attached hereto.
- 4. Seller grants to the City a Fee Acquisition and Temporary Construction Easement Plat. Any Temporary Construction Easement shall terminate upon completion of the project.
- 5. Possession of the premises is the essence of this agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the premises per the terms of this agreement. Seller grants Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data.
- 6. This agreement shall apply to and bind the legal successors in interest of the Seller.
- 7. Any portion of the premises served by the above project shall be graded, shaped and seeded, if applicable, upon completion of the project by the Buyer.
- 8. This written agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 9. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site,

# Item G.2.f.

well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:

Request info from Seller and describe what it is and where it is located, otherwise state "None Known" if they are unaware of anything

- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

Michael Thornton  
Michael Thornton

Rebecca Thornton  
(Spouse)

For an acknowledgment in an individual capacity:

State of Iowa

County of Black Hawk

This record was acknowledged before me on \_\_\_\_\_

6-27-2018 (Date) by MICHAEL

THORNTON AND REBECCA THORNTON

Name(s) of individual(s) as TENANTS

\_\_\_\_\_  
(type of authority, such as officer or trustee)

of 1216 W. 1<sup>st</sup> STREET, CEDAR FALLS, IA  
(name of party on behalf of whom record was executed) .

[Signature]  
Signature of notarial officer

(stamp)



BRIAN DEPREZ  
Printed name of notarial officer

9-20-2020  
My commission expires

**BUYER'S APPROVAL**

By: \_\_\_\_\_  
James P. Brown, Mayor (date)

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC (date)  
City Clerk

**MUNICIPALITIES ACKNOWLEDGMENT**

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, by James P. Brown, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

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

My Commission Expires:

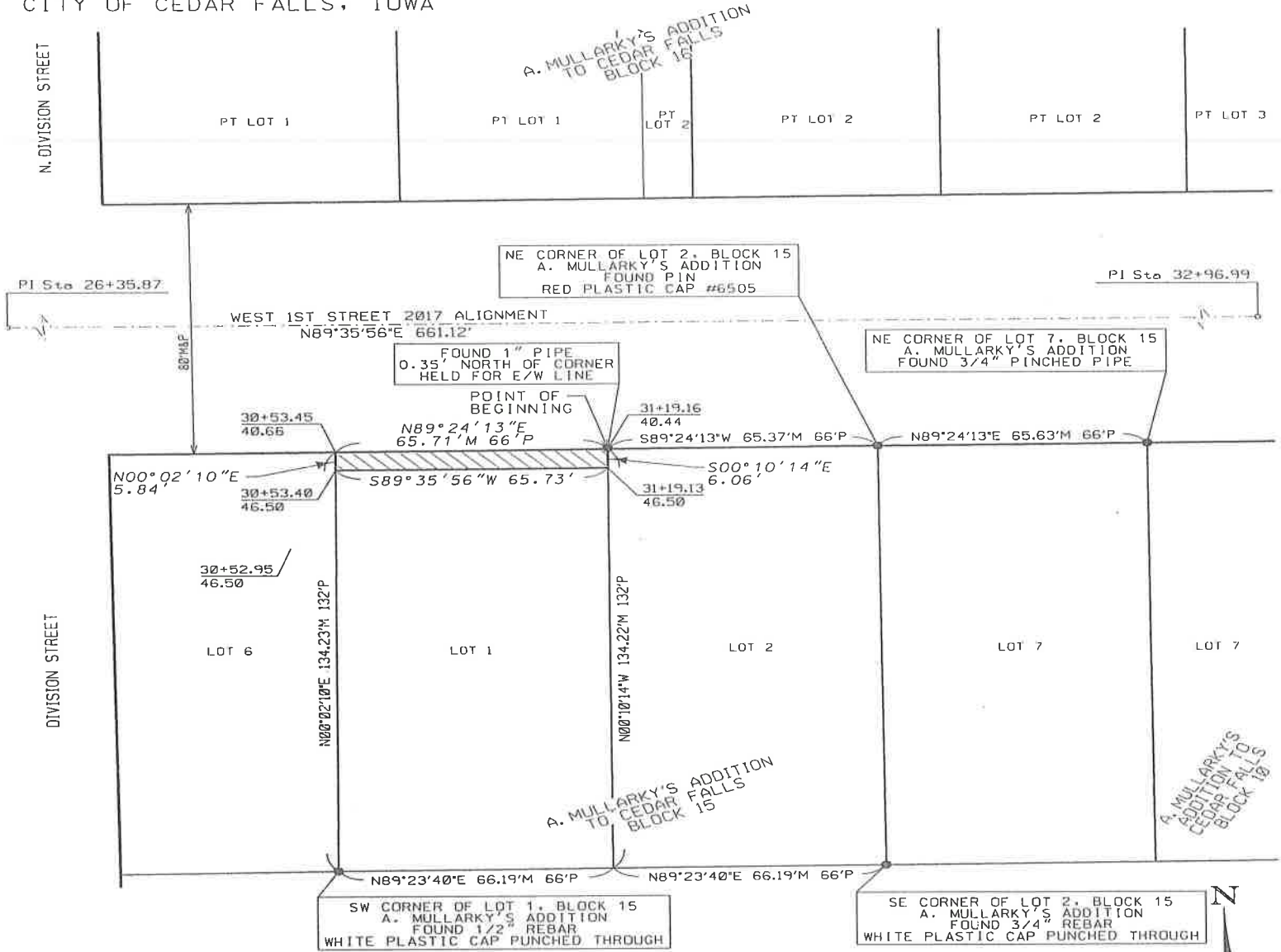
\_\_\_\_\_

# Item G.2.f.

## IOWA DEPARTMENT OF TRANSPORTATION ACQUISITION PLAT EXHIBIT "A"

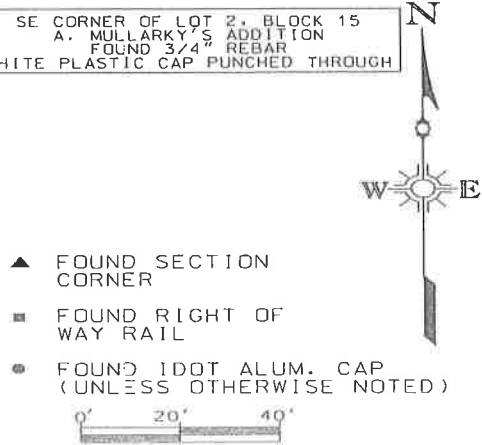
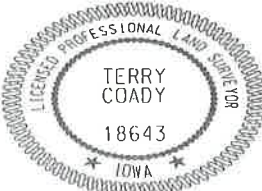
COUNTY BLACK HAWK STATE CONTROL NO. \_\_\_\_\_  
 PROJECT NO. STP-57-2(28)--2C-07 PARCEL NO. 68  
 SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST  
 ROW-FEE 391 S.F. AC, EASE \_\_\_\_\_ AC EXCESS-FEE \_\_\_\_\_ AC  
 ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ MAIN LINE \_\_\_\_\_ SIDE  
 ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ SIDE ROAD \_\_\_\_\_ SIDE  
 ACQUIRED FROM DAVID H. JOHNSON

CITY OF CEDAR FALLS, IOWA



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

*Terry Coady* 2-18-2018  
 TERRY COADY DATE:  
 License number 18643  
 My License Renewal Date is December 31, 2019  
 Pages covered by this seal: \_\_\_\_\_  
 EXHIBIT "A" ONLY



DATE REVISED \_\_\_\_\_ -412-  
 DATE DRAWN JANUARY 29, 2018 SCALE 1" = 40'



DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 68

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

THE FEE SIMPLE TITLE GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

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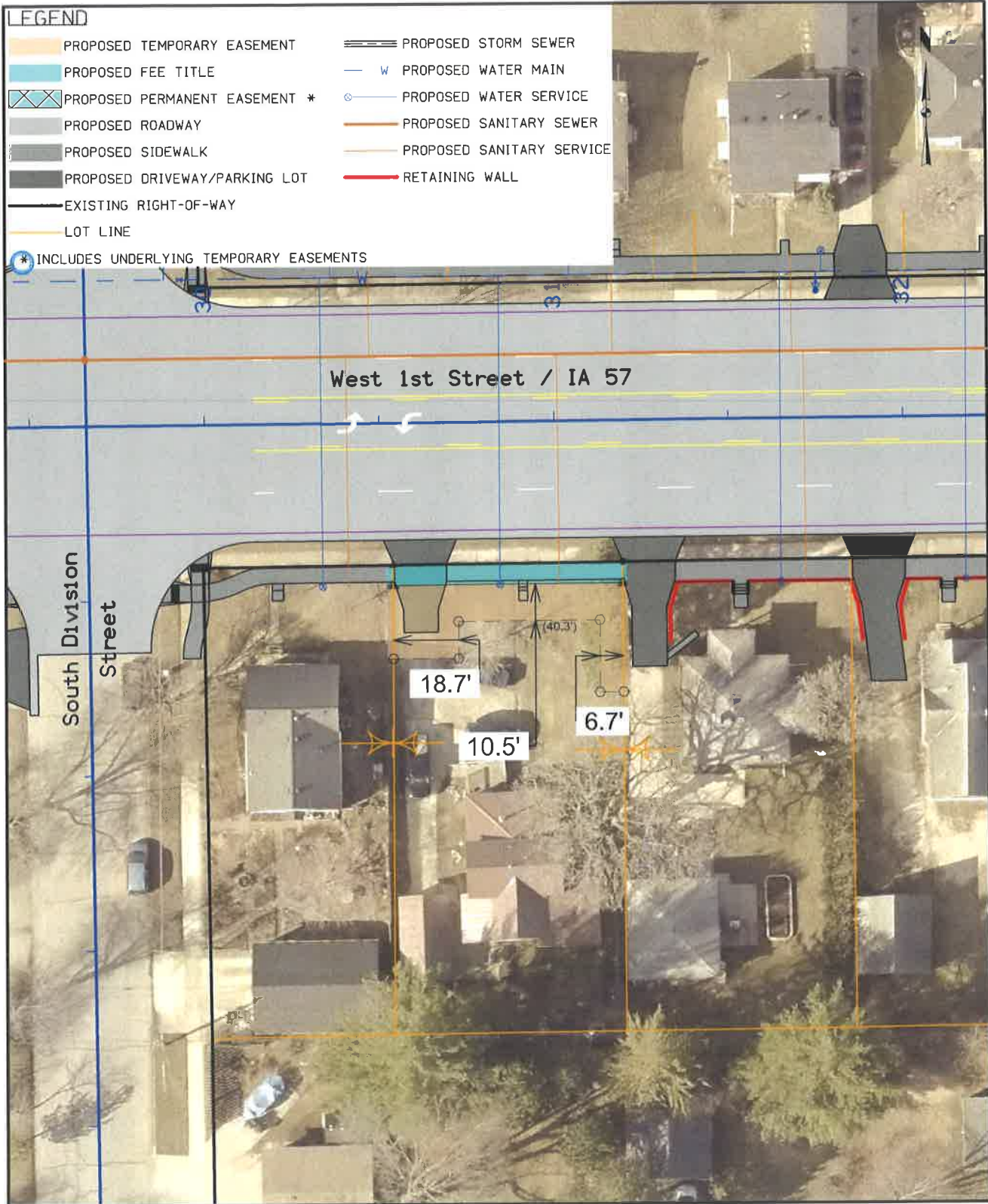
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PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

**NOTE:**

THE NORTH LINE OF BLOCK 15 OF A. MULLARKY'S ADDITION TO CEDAR FALLS ASSUMED TO BEAR NORTH 89°24'13" EAST.

# Item G.2.f.



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION

PARCEL 68 - DAVID H. JOHNSON

SCALE:  
1" = 40'

DATE:  
02/08/2018

PROJECT #:  
STP-57-2(28)--2G-07



\$PLTDRVL\$  
\$PENTBLLE\$  
\$SHEETNAME\$

\$FILEL\$  
\$DATE\$  
\$USER\$



**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**  
*Administration Division*

**TO:** Honorable Mayor James P. Brown and City Council  
**FROM:** Shane Graham, Planner II  
**DATE:** July 30, 2018  
**SUBJECT:** FN Investors, LLC – Land Lease Request

For the past several months, staff has been working with Fred Rose of FN Investors, L.L.C. toward the construction of a 20,600 square foot building for a new lab/office facility located on Venture Way in the West Viking Road Industrial Park. City Council approved an Agreement for Private Development with FN Investors, L.L.C. on May 7, 2018. At that meeting City Council also approved the execution of a Quit Claim Deed conveying the title of 2 lots in the West Viking Road Industrial Park to the developer for the project.

The developer is ready to start construction on the project, however, due to site constraints, specifically a 150 foot berm easement along the rear of the property, the developer is asking that dirt, materials and equipment be placed temporarily on the vacant lot adjacent to the east that is owned by the City of Cedar Falls while the building and parking lot are under construction.

Attached is a lease setting forth an agreement, which identifies the lot that would be utilized by the developer. It indicates an initial lease amount of \$1.00 until March 31, 2019; however should it extend any longer monthly payments of \$500.00 would occur. Given the terms of the agreement as well as the benefits of the development to the residents of the City, staff has determined that the public interest will be served if dirt, materials and equipment are allowed to be placed on City property on a temporary basis until the construction of the building and parking lot are complete.

The Community Development Department recommends approving the land lease agreement with FN Investors, L.L.C.

If you have any questions regarding the proposed lease with FN Investors, L.L.C, please contact the Community Development Department.

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



**CITY OF CEDAR FALLS AND FN INVESTORS, L.L.C.  
LEASE**

THIS LEASE is made and entered into this 17 day of July, 2018, by and between CITY OF CEDAR FALLS, IOWA, an Iowa municipality ("Landlord"), whose address, for the purpose of this Lease, is c/o Cedar Falls City Clerk, 220 Clay Street, Cedar Falls, Iowa 50613, and FN Investors, L.L.C., an Iowa limited liability company ("Tenant"), whose address for the purpose of this lease is c/o Fred Rose, FN Investors, L.L.C., 2014 W 8<sup>th</sup> Street, Cedar Falls, Iowa 50613.

The parties agree as follows:

**1. PURPOSE.** The Landlord and Tenant are parties to a certain agreement dated May 7, 2018 entitled "Agreement for Private Development" ("Agreement"). The purpose of the Agreement is for the Tenant to acquire property from the Landlord and develop it with a lab/office building. Tenant has acquired the property and is in the process of obtaining a building permit to start construction. Due to site constraints, specifically a 150 foot berm easement along the rear of the property, the Tenant is asking that dirt, materials and equipment be placed temporarily on the vacant lot adjacent to the east that is owned by the City while the building and parking lot are under construction. Given the terms of the Agreement as well as the benefits of the development to the residents of the City, the City has determined that the public interest will be served if dirt, materials and equipment are allowed to be placed on City property on a temporary basis until the construction of the building and parking lot are complete.

**2. PREMISES AND TERM.** Landlord leases to Tenant and Tenant agrees to lease from Landlord certain real estate situated along Venture Way, Cedar Falls, Black Hawk County, Iowa, more particularly described on Exhibit A attached ("Premises"). The term will commence on August 7, 2018 and end on March 31, 2019 upon the condition that Tenant performs as provided in this Lease. The term of this Lease may be extended by mutual agreement of the parties in advance of the termination date, subject to the rent specified in paragraph three (3) below.

**3. RENT.** Tenant agrees to pay Landlord as rent for the Lease term the sum of \$1.00. If this Lease is extended beyond the initial term, however, Tenant agrees to pay to the Landlord the sum of Five Hundred and no/00 Dollars (\$500.00) per month commencing with the first payment on the 1<sup>st</sup> day of April, 2019, and equal monthly payments of Five Hundred and no/00 Dollars (\$500.00) each on the First day of each month thereafter until this Lease is terminated.

**4. POSSESSION.** Tenant shall be entitled to possession of the Premises on the first day of the Lease term, and shall yield possession to Landlord at the termination of this Lease.

**5. USE.** Tenant shall use the Premises only for placement/storage of dirt, materials and equipment only in connection with the construction to be performed on the tenant property. No structures, fences, buildings, hard surfacing, driveways, sidewalks or

## **Item G.2.g.**

vehicles shall be constructed, placed or stored on the Premises. No use of the Premises shall impede or prevent the operations of the Landlord. A violation of this provision shall be cause for immediate termination of the Lease.

### **6. CARE AND MAINTENANCE.**

(a) Tenant takes the Premises as is without warranty, express or implied, as to the condition of the Premises or its suitability for any particular purpose.

(b) Tenant shall maintain the Premises in a reasonably safe, serviceable, clean and presentable condition. Tenant shall not install any improvements on the Premises.

**7. SURRENDER.** Immediately upon the termination of this Lease for any reason, Tenant shall surrender the Premises to Landlord in good condition.

**8. ASSIGNMENT AND SUBLETTING.** No assignment or subletting, either voluntary or by operation of law, shall be effective without the prior written consent of Landlord, which consent may be withheld in the sole and absolute discretion of Landlord.

**9. INSURANCE.** Tenant has provided Landlord with proof of general liability insurance in the amounts of \$ 1,000,000.00 each occurrence and \$ 2,000,000.00 aggregate for the Premises for the entire term of the lease, including any renewal period. Such proof of insurance is attached as Exhibit "B".

**10. INDEMNITY AND HOLD HARMLESS.** To the fullest extent permitted by law, Tenant agrees to defend, pay on behalf of, indemnify, and hold harmless Landlord, Landlord's elected and appointed officials, directors, employees, agents and volunteers working on behalf of Landlord (collectively, for purposes of this paragraph, "Landlord"), 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 Landlord, including but not limited to, damages arising by reason of personal injury, including bodily injury or death, and property damages, by any person or entity, including by Tenant or any other person or entity on the Premises with the permission, express or implied, of Tenant (collectively, for purposes of this paragraph, "Tenant"), which arises out of or is in any way connected or associated with the tenancy or use and occupancy of the Premises or any part thereof, to the extent arising out of the errors, omissions or other fault of Tenant, except for only the extent of any fault of Landlord.

### **11. DEFAULT, NOTICE OF DEFAULT AND REMEDIES.**

#### EVENTS OF DEFAULT

A. Failure to observe or perform any duties, obligations, agreements, or conditions imposed on Tenant pursuant to the terms of the Lease shall constitute a default.

#### NOTICE OF DEFAULT

B. Landlord shall give Tenant a written notice specifying the default and giving the

Tenant ten (10) days within which to correct the default.

REMEDIES

C. In the event Tenant has not remedied a default in a timely manner following a Notice of Default, Landlord may proceed with all available remedies at law or in equity, including but not limited to the following: (1) Termination. Landlord may declare this Lease to be terminated and shall give Tenant a written notice of such termination; or (2) Forfeiture. If a default is not remedied in a timely manner, Landlord may then declare this Lease to be forfeited and shall give Tenant a written notice of such forfeiture, and may, at the time, give Tenant the notice to quit provided for in Chapter 648 of the Code of Iowa.

**12. NOTICES AND DEMANDS.** All notices shall be given to the parties hereto at the addresses designated unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such notice shall be considered given under the terms of this Lease when it is deposited in the U.S. Mail, registered or certified, properly addressed, return receipt requested, and postage prepaid. All notices and demands given by Tenant to Landlord in connection with this Lease shall be sent to the addresses set forth above.

**13. PROVISIONS BINDING.** Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties hereto.

**14. ADDITIONAL PROVISIONS.**

(a) Tenant shall comply with all obligations imposed by applicable provisions of the City of Cedar Falls Code of Ordinances, including Chapter 29, Zoning.

(b) Tenant shall not engage in or permit the conduct of any commercial business whatsoever on the Premises. A violation of this provision shall be grounds for immediate termination of this Lease.

(c) Landlord may enter upon the Premises at any time during the term of the Lease, and shall use and have access to all areas of the Premises, with no advance notice necessary.

**15. TERMINATION OF LEASE.** This Lease may be terminated by Landlord for any reason, and without cause, on ten (10) days' written notice to Tenant. Tenant may terminate the Lease for any reason, without cause, on ten (10) days' written notice to Landlord.

**16. ENTIRE AGREEMENT.** This Lease contains the entire agreement between the parties with respect to the subject matter of the Lease and supersedes all prior agreements and understandings, both oral and written, between the parties with respect to the subject matter of the Lease.

**Item G.2.g.**

**CITY OF CEDAR FALLS, IOWA  
LANDLORD**

By:

\_\_\_\_\_  
James Brown, Mayor

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Jacque Danielsens, MMC, City Clerk

\_\_\_\_\_  
Date

**FN INVESTORS, L.L.C.  
TENANT**

By: Fred Rose, Member

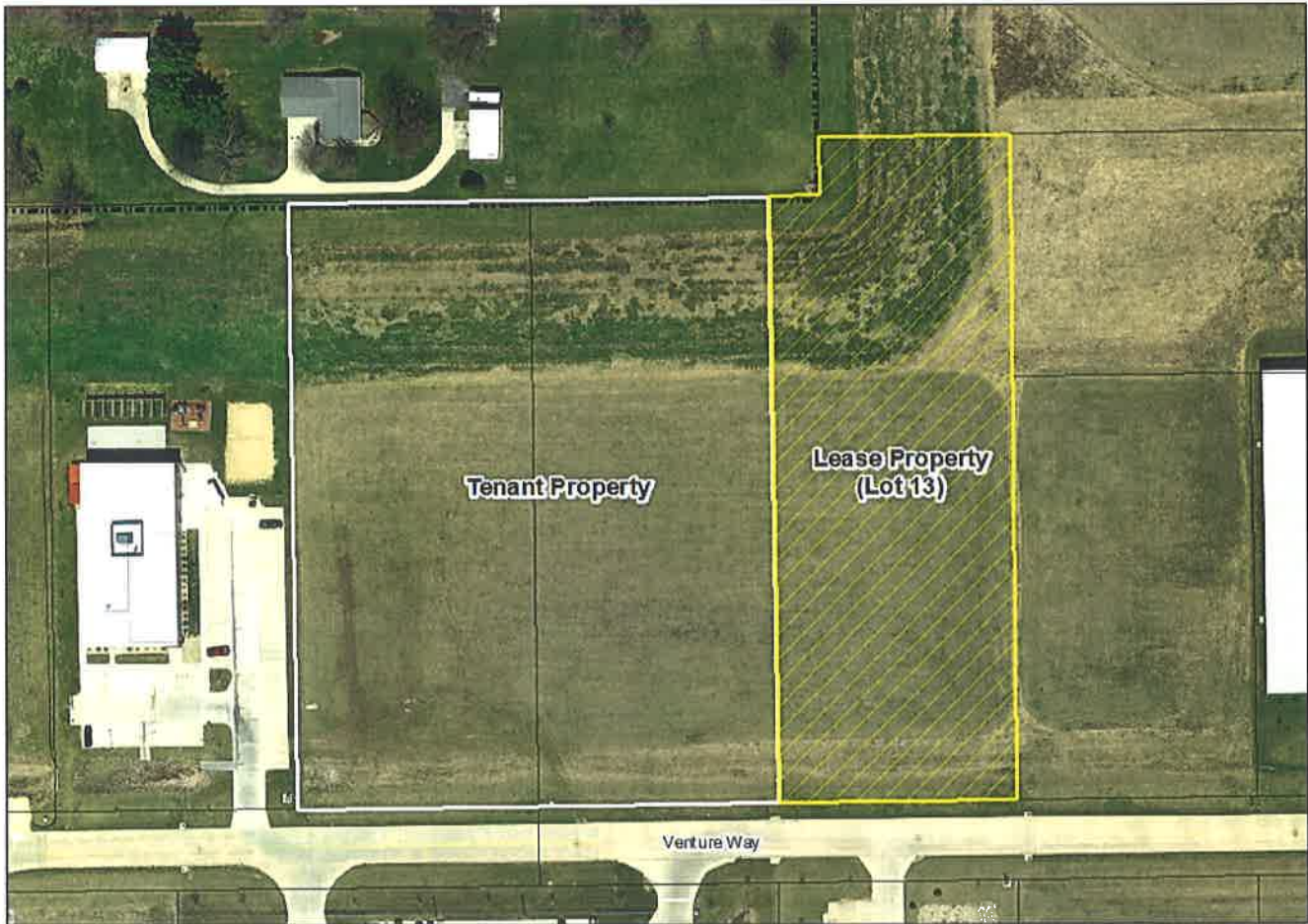
*Fred Rose*  
\_\_\_\_\_  
Signature

*7/17/2018*  
\_\_\_\_\_  
Date




**Exhibit A  
Premises**

West Viking Road Industrial Park Phase I, Lot 13



**Exhibit B  
Proof of Liability Insurance**

		<b>CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 07/18/2018		
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).						
PRODUCER  TRUENORTH COMPANIES LC PO BOX 1863 CEDAR RAPIDS IA 52408-1863			CONTACT NAME PHONE (A/C, No., EXT) FAX (A/C, No.) EMAIL ADDRESS			
INSURED  FN INVESTORS LLC 8914-34-227-004 PLAT CEDAR FALLS IA 50613			INSURER(S) AFFORDING COVERAGE INSURER A: AMCO INSURANCE COMPANY NAIC # 19100 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:			
<b>COVERAGES</b>		<b>CERTIFICATE NUMBER:</b>		<b>REVISION NUMBER:</b>		
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	RISK CLASS	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OC CUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X	ACP GLAO 3008828068	06/24/2018	06/24/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Eg. occurrence) \$ 100,000 MED. EXP (Any and all) \$ 5,000 PERSONAL & ADY INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP/PAO \$ 2,000,000 \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRE/AUTO <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> UNOWNED AUTOS					COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OC CUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> CO D <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> AN PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED (Main Policy in N/A) <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER DESCRIPTION OF OPERATIONS below:	N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Aditional Remarks Schedule, may be attached if more space is required) VACANT LAND; 8914 34 227 005 CEDAR FALLS IA 50613						
<b>CERTIFICATE HOLDER</b>			<b>CANCELLATION</b>			
CITY OF CEDAR FALLS 226 CLAY ST CEDAR FALLS IA 50613			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE AMANDA RAMSEY			
ACORD 25 (2014/01)		© 1988-2014 ACORD CORPORATION. All rights reserved.				
The ACORD name and logo are registered marks of ACORD						

**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:** August 2, 2018

**SUBJECT:** REAP Grant Application  
Resource Enhancement & Protection Funds  
Clay Street Park Water Quality Improvement Project  
ST-077-3146

The City of Cedar Falls is continuing efforts to update and continue water quality improvements for the Clay Street Park. The proposal included two bioretention cells and a permeable alley along Clay Street Park, estimated to cost \$192,100. City staff would like to proceed with additional grant opportunities by applying for REAP (Resource Enhancement and Protection) funds for the renovation project. REAP's objective is to support the enhancement and protection of the state's natural and cultural resources. One of the areas REAP grants include is City Parks and Open Space.

On June 18, 2018 the City Council approved a Memorandum of Understanding (MOU) with INRCOG to prepare the necessary application material for the REAP submittal information. City Council also needs to approve a resolution authorizing a request for \$150,000 as part of the application process. It is anticipated that if approved, the REAP funding will help pay for water quality improvements in Clay Street Park. Additional funds for this project are secured by City CIP #60, which relates to a drainage improvement from the Clay Street Park to Washington Street, budgeting \$150,000 for the project. Staff recommends that the City Council approve of the REAP application in the amount of \$150,000 for the Clay Street Park Water Quality Improvement Project.

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: 319-268-5161  
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:** August 1, 2018

**SUBJECT:** Professional Services Agreement, AECOM Technical Services, Inc.  
Downtown Levee Improvements Project  
Supplemental Agreement No. 8  
City Project No. FL-000-1975

Please find attached Supplemental Agreement No. 8 to the Professional Services Agreement between the City of Cedar Falls and AECOM Technical Services, Inc. for the Downtown Levee Improvements Project. This supplemental agreement continues with additional engineering services for structural review of the segment 3 wall for additional reinforcement.

The City of Cedar Falls entered into a Professional Services Agreement with AECOM Technical Services Inc. for design related services for the Downtown Levee Improvement Project on October 24, 2011.

Funding for the proposed design work will be a pass-through cost to the City provided by the levee contractor, Iowa Bridge & Culvert LC., in the amount of \$1,200.00. This amount will be withheld from Iowa Bridge & Culvert's next pay estimate.

The Department of Community Development requests your consideration and approval of this Supplemental Agreement No. 8 with AECOM Technical Services, Inc. for the Downtown Levee Improvements Project.

If you have any questions or comments feel free to contact myself or Jon Resler.

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





AECOM 319-232-6531 tel  
501 Sycamore Street 319-232-0271 fax  
Suite 222  
Waterloo, Iowa 50703  
www.aecom.com

**DOWNTOWN CEDAR FALLS LEVEE/FLOODWALL SYSTEM IMPROVEMENT PROJECT  
CEDAR FALLS PROJECT NO. FL-000-1975  
CITY OF CEDAR FALLS, IOWA**

**SUPPLEMENTAL AGREEMENT NO. 8**

WHEREAS, a Professional Services Agreement was entered into between City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa, (Client) and AECOM Technical Services, Inc., 501 Sycamore Street, Suite 222, Waterloo, Iowa, (ATS) dated October 24, 2011, for the Preliminary Design Phase Services (Phase I), Final Design and Preparation of Construction Plans and Specifications (Phase II) and Construction-Related Services (Phase III) for increasing the protection level of the Downtown Cedar Falls Flood Levee/Floodwall System Improvement Project; and

WHEREAS, the Client and ATS entered into Supplemental Agreement No. 1 on April 28, 2014, for final design and preparation of final plans and specifications (Phase II); and

WHEREAS, the Client and ATS entered into Supplemental Agreement No. 2 on June 2, 2015, for preliminary design of safety and recreational improvements along the Cedar River from the low head dam to 1<sup>st</sup> Street; and

WHEREAS, the Client and ATS entered into Supplemental Agreement No. 3 on January 18, 2016, for conceptual design and preliminary plans for construction of recreational play areas in the Cedar River between the East Main Street Dam (Low Dam) and the Center Street Dam; and

WHEREAS, the Client and ATS entered into Supplemental Agreement No. 4 dated July 5, 2016, for collection of bathymetric data from Center Street to 100' downstream of the W. 1<sup>st</sup> Street Bridge in the Cedar River; and

WHEREAS, the Client and ATS entered into Supplemental Agreement No. 5 dated February 6, 2017, for completion of Section 408 submittal and final plans; and

WHEREAS, the Client and ATS entered into Supplemental Agreement No. 6 dated May 7, 2018, for additional design services; and

WHEREAS, the Client and ATS entered into Supplemental Agreement No. 7 dated June 5, 2018, for additional design services to add aesthetic elements to Segment 3 wall; and

WHEREAS, the Client and ATS now desire to enter into Supplemental Agreement No. 8 for design services to modify design to incorporate contractor's as-built wall in Segment 3.

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

**I. Project Description**

This project includes providing additional design for the Segment 3 wall constructed incorrectly as part of the downtown Cedar Falls Levee/Floodwall Improvement Project currently under construction.

**II. Scope of Services**

The Scope of Services will encompass and include services, materials, equipment, personnel and supplies necessary to provide design sheets for proposed wall modifications, but will not include bidding documents as a stand-alone project. The Scope of Services is further defined as follows:

Task 1. Structural review and design to allow for the use of the #5 bars as constructed in lieu of total reconstruction with #8 bars as originally designed.

**Exclusions**

The following tasks are not included in this agreement, but may be added by supplemental agreement.

- Construction Staking/Survey

**III. Compensation**

Compensation for the above services will be on an hourly basis in accordance with Part V of the original agreement and integrated with the fees in Supplemental Agreement Nos. 6 and 7. The estimated fee for these services is One Thousand Two Hundred Dollars (\$1,200.00).

**IV.** In all other respects, the obligations of the Client and ATS shall remain as specified in the Professional Services Agreement dated October 24, 2011.

IN WITNESS WHEREOF, the parties hereto have executed this Supplemental Agreement No. 8 as of the dates shown below:


CITY OF CEDAR FALLS

By \_\_\_\_\_ Date \_\_\_\_\_  
 Jim Brown  
 Mayor

ATTEST:

By \_\_\_\_\_

AECOM TECHNICAL SERVICES, INC.

By  \_\_\_\_\_ Date July 31, 2018  
 Douglas W. Schindel, P.E.  
 Associate Vice President





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**MEMORANDUM**

***Building Inspections Division***

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

**FROM:** Jamie Castle, Building Official

**DATE:** July 30, 2018

**SUBJECT:** Cedar Falls Public Library Remodel  
Request for PS&E Approval

Submitted within for City Council approval are the Plans, Specifications, and Estimate of Costs for the Cedar Falls Public Library Remodel.

I would recommend setting Monday, August 20, 2018 at 7:00 p.m. as the date and time for the public hearing on this project and Thursday, August 30, 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 August 10, 2018. The Plans and Specifications will be ready for distribution to contractors on August 6, 2018 allowing more than two (2) weeks of review before contract letting.

This project involves renovation and construction of a new co-lab on the 2<sup>nd</sup> floor of the Public Library. It will provide space for patrons to learn about and work on various hobby projects.

The total estimated cost for the construction of this project is \$151,000.00. The Library has been awarded a gaming grant to pay for a portion of the cost of this project.

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

xc: Stephanie Houk Sheetz, Director of Community Development  
Jay Robinson, Library Director  
Jennifer Rodenbeck, Director of Finance and Business  
Craig Witry, Building Official





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**MEMORANDUM**  
*Engineering Division*

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

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

**DATE:** August 2, 2018

**SUBJECT:** 2018 Seal Coat Project  
City Project Number SC-000-3163  
Request for PS&E Approval

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

I would recommend setting Monday, August 20<sup>th</sup>, 2018 at 7:00 p.m. as the date and time for the Public Hearing on this project and Tuesday, August 28<sup>th</sup> at 2:00 p.m. as the date and time for receiving and opening bids.

This project will resurface portions of eleven (11) street sections, one (1) driveway totaling 2.80 mi., covering 38,764 S.Y.; and 16,288 S.Y. at multiple single lane drives within two (2) cemeteries and at the North Shore Boat Club. This will include the placement and compaction of the surface and placement of any required pavement markings. A detailed list of locations is included in the project specifications.

The total estimated cost for the construction of this project is \$145,122.04 with funding from the Local Option Sales Tax.

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

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



**2018 SEAL COAT PROJECT**  
**PROJECT NO. SC-000-3163**  
**ENGINEER'S COST ESTIMATE**  
**8/2/2018**

Item No.	Item Description	Unit	Estimated Quantity	Unit Cost	Estimated Cost
1	Surface Preparation, Streets & Parks	S.Y.	47,818.86	0.35	16,736.60
2	Seal Coat, Streets	S.Y.	38,763.88	1.95	75,589.57
3	Seal Coat, Parks	S.Y.	16,287.39	2.50	40,718.48
5	Pavement Markings, Painted	STA.	50.53	80.00	4,042.40
6	Pavement Markings, Handicapped Symbols	EA.	2.00	150.00	300.00
7	Pavement Markings, Railroad Crossing Symbol Package	EA.	2.00	250.00	500.00
8	Mobilization	L.S.	1.00	3,000.00	3,000.00
9	Traffic Control	L.S.	1.00	4,235.00	4,235.00
				<b>TOTAL:</b>	<b>145,122.04</b>

FILE: G:\USERS\ENG\PROJECTS\18 Seal\Cost Estimate-Prelim-18-08-01.xls



**From:** Mark Miller [<mailto:markm@cfu.net>]  
**Sent:** Wednesday, August 01, 2018 12:12 PM  
**To:** Jim Brown  
**Subject:** Urban Chickens

Mayor,

Don't know exactly what the process should go here but my intent is to let you know that I will be making a referral at this coming Monday's Council meeting that we reconsider a vote for urban chickens/ducks. I believe the previous vote was to allow up to 3 chickens/ducks per property, with no roosters, as the basis for it. The request would be that Staff doesn't put a whole lot of time into this other than to review the information that was presented a couple years back, and have the Council take another vote on it. I believe it was considered back on Nov. 7, 2016.

I've recently been contacted by a couple residents that would like to see this reconsidered. In combination with the overwhelming support I saw for allowing this when it first came up, I think it worthy of a revote. Please let me know if you have any questions.

Thanks,

Mark

Mark Miller  
City of Cedar Falls  
Ward 1 City Council Member  
319.266.5653  
[markm@cfu.net](mailto:markm@cfu.net)

