



**AGENDA
CITY OF CEDAR FALLS, IOWA
CITY COUNCIL MEETING
MONDAY, JANUARY 07, 2019
7:00 PM AT CITY HALL**

Call to Order by the Mayor

Roll Call

Approval of Minutes

1. Regular meeting of December 17, 2018.

Administration of Oath to Public Safety Officers

Agenda Revisions

Special Order of Business

2. Public hearing on proposed amendments to the City's FY19 Budget.
 - a) Receive and file proof of publication of notice of hearing. (Notice published December 18, 2018)
 - b) Written communications filed with the City Clerk.
 - c) Oral comments.
3. Resolution approving and adopting amendments to the City's FY19 Budget.
4. Public hearing on the proposed rezoning from A-1, Agricultural District, to R-1, Residence District, of property located to the north of Arbors Drive and west of Richard Road.
 - a) Receive and file proof of publication of notice of hearing. (Notice published December 27, 2018)
 - b) Written communications filed with the City Clerk.
 - c) Oral comments.
5. Pass an Ordinance amending Section 29-107 of the Code of Ordinances by removing property located to the north of Arbors Drive and west of Richard Road from A-1, Agricultural District, and placing the same in R-1, Residence District, upon its first consideration.

New Business

Consent Calendar: (The following items will be acted upon by voice vote on a single motion without separate discussion, unless someone from the Council or public requests that a specific item be considered separately.)

6. Approve the recommendation of the Mayor relative to the appointment of Brooke Croshier-Sidebotham to the Visitors & Tourism Board, term ending 07/01/2019.
7. Receive and file the Committee of the Whole minutes of December 17, 2018 relative to the following items:
 - a) Recognition of Art & Culture Board member Joni Krejchi.
 - b) Greenhill Road Traffic Study update.

- c) Middle Cedar Watershed Plan update.
- d) Bills & Payroll.

- 8. Adopt the Greenhill Road Corridor Traffic Study.
- 9. Receive and file Departmental Monthly Reports of November 2018.
- 10. Approve the following applications for beer permits and liquor licenses:
 - a) Second State Brewing Company, 203 State Street, Class B beer & outdoor service - renewal.
 - b) Cedar Falls Family Restaurant, 2627 Center Street, Special Class C liquor - renewal.
 - c) Panther Lounge, 210 East 18th Street, Class C liquor - renewal.
 - d) Wild Hare American Bar and Grill, 2512 Whitetail Drive, Class C liquor & outdoor service - renewal.
 - e) Holiday Inn & Suites Hotel/Event Center, 7400 Hudson Road, Class B liquor & outdoor service - new.

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.)

- 11. Resolution approving and authorizing execution of the renewal of an Advertising Agreement with Lee Enterprises, Incorporated, d/b/a Courier Communications, relative to recruitment advertising.
- 12. Resolution approving and authorizing execution of an Independent Contractor Agreement for Massage Therapy Services with Ashley Kay Parcel.
- 13. Resolution approving the concept of potential improvements to Pettersen Plaza, as recommended by the Parks & Recreation Commission.
- 14. Resolution approving and authorizing the expenditure of funds for the purchase of lockers, counters, shelves and related equipment from Midwest Storage Solutions, Inc. for the Public Safety Facility.
- 15. Resolution approving the Certificate of Completion and accepting the work of Benton's Sand & Gravel, Inc. for the 2018 Permeable Alley Project.
- 16. Resolution approving the Final Statement of Expenditures for the 2018 Sidewalk Assessment Project, Zone 9.
- 17. Resolution approving the Certificate of Completion and accepting the work of Feldman Concrete for the 2018 Public Sidewalk & Pedestrian Trail Improvement Project.
- 18. Resolution approving the Certificate of Completion and accepting the work of Feldman Concrete for the 2018 Sidewalk Assessment Project, Zone 9.
- 19. Resolution approving and authorizing execution of an Owner Purchase Agreement, and approving and accepting an Owner's Temporary Grading Easement for Construction, in conjunction with the West 1st Street Reconstruction Project.
- 20. Resolution approving and authorizing execution of a Professional Service Agreement with Confluence, Inc. relative to the Gibson Property Master Planning Project.
- 21. Resolution authorizing advancement of costs for an Urban Renewal project and certification of expenses incurred by the City for payment under Iowa Code Section 403.19 relative to the South Cedar Falls Urban Renewal Area.
- 22. Resolution setting January 21, 2019 as the date of public hearing on the proposed FY2019-FY2024 Capital Improvements Program (CIP).
- 23. Resolution receiving and filing, and setting January 21, 2019 as the date of public hearing on, the proposed plans, specifications, form of contract & estimate of cost for the Place to Play Playground Project.

- [24.](#) Resolution receiving and filing, and setting January 21, 2019 as the date of public hearing on, the proposed plans, specifications, form of contract & estimate of cost for the 2019 Street Construction Project.

Allow Bills and Payroll

25. Allow Bills and Payroll of January 7, 2019.

City Council Referrals

City Council Updates

Executive Session

26. Executive Session to discuss Legal Matters per Iowa Code Section 21.5(1)(c) to discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation.

Public Forum. (Speakers will have one opportunity to speak for up to 5 minutes on topics germane to City business.)

Adjournment

**CITY HALL
CEDAR FALLS, IOWA, DECEMBER 17, 2018
REGULAR MEETING, CITY COUNCIL
MAYOR JAMES P. BROWN PRESIDING**

The City Council of the City of Cedar Falls, Iowa, met in Regular Session, pursuant to law, the rules of said Council and prior notice given each member thereof, in the City Hall at Cedar Falls, Iowa, at 7:00 P.M. on the above date. Members present: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Absent: None.

- 52120 - It was moved by Kruse and seconded by Green that the minutes of the Regular Meeting of December 3, 2018 be approved as presented and ordered of record. Motion carried unanimously.

Mayor Brown recognized City Clerk Danielsen for her 30 years of service with the City.

Human Rights Commission member Andrew Morse presented highlights of the Annual Report of the Cedar Falls Human Rights Commission.

- 52121 - Mayor Brown announced that in accordance with the public notice of December 6, 2018, this was the time and place for a public hearing on the proposed Amendment No. 5 to the Downtown Development Area Urban Renewal Plan. It was then moved by Darrah and seconded by Miller that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.

- 52122 - The Mayor then asked if there were any written communications filed to the proposed Amendment. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Planner II Graham provided a brief explanation and responded to comments by Jim Skaine, 2215 Clay Street. There being no one else present wishing to speak either for or against the proposed Amendment, the Mayor declared the hearing closed and passed to the next order of business.

- 52123 - It was moved by Blanford and seconded by Miller that Resolution #21,367, determining an area of the City to be a blighted area, and that the rehabilitation, conservation, redevelopment, development or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of the City; designating such area as appropriate for urban renewal projects; and adopting the Amendment No. 5 to the Downtown Development Area Urban Renewal Plan, be adopted. Following a question by Councilmember deBuhr and response by Community Development Director Sheetz, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, Kruse, Blanford, Darrah, Wieland, Green. Nay: deBuhr. Motion Carried. The Mayor then declared Resolution #21,367 duly passed and adopted.

- 52124 - Mayor Brown announced that in accordance with the public notice of December

6, 2018, this was the time and place for a public hearing on the proposed Amendment No. 5 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan. It was then moved by Darrah and seconded by Kruse that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.

52125 - The Mayor then asked if there were any written communications filed to the proposed Amendment. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Planner II Graham provided a brief explanation. Bruce Baridon, 6337 Viking Road, Nathan Nebbe, 2027 South Union Road, and Michael Hager, 6830 Viking Road commented and expressed concerns for property owners. Greater Cedar Valley Alliance and Chamber representative Lisa Skubal commended city leaders for being good managers of the growth of the Industrial Park. There being no one else present wishing to speak either for or against the proposed Amendment, the Mayor declared the hearing closed and passed to the next order of business.

52126 - It was moved by Wieland and seconded by Green that Resolution #21,368, determining an area of the City to be an economic development area, and that the rehabilitation, conservation, redevelopment, development or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of the City; designating such area as appropriate for urban renewal projects; and adopting the Amendment No. 5 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan, be adopted. Following questions by Councilmembers deBuhr, Blanford, Wieland and Miller and responses by Planner II Graham, 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 #21,368 duly passed and adopted.

52127 - It was moved by Wieland and seconded by Miller that the following items and recommendations on the Consent Calendar be received, filed and approved:

Approve the recommendation of the Mayor relative to the reappointment of Roger White to the Health Trust Fund Board of Trustees, term ending 12/31/2024.

Receive and file communications from the Civil Service Commission relative to certified lists for the following positions:

- a) Administrative Assistant.
- b) Waste Water Treatment Plant Operator I.

Receive and file the FY18 Annual Report of the Cedar Falls Human Rights Commission.

Approve the following applications for beer permits and liquor licenses:

- a) AmericInn Lodge and Suites, 5818 Nordic Drive, Class B beer - renewal.
- b) Huhot Mongolian Grill, 6301 University Avenue, Special Class C liquor renewal.

- c) Beck's Taproom Grill & Deringer's Public Parlor (a/k/a Lark Brewing, f/k/a Noble Oak), 314 Main Street, Class C liquor & outdoor service - renewal.
- d) College Square Cinema, 6301 University Avenue, Special Class C liquor - change in ownership.
- e) Sharky's Fun House, 2223 College Street, Class C liquor & outdoor service - change in ownership.

Motion carried unanimously.

52128 - It was moved by Blanford and seconded by Green to receive and file the City Council Goal Setting Report of November 14, 2018 and November 15, 2018. Following a comment by Jim Skaine, 2215 Clay Street, and response by Councilmember Blanford, the motion carried unanimously.

52129 - It was moved by Blanford and seconded by Miller that the following resolutions be introduced and adopted:

Resolution #21,369, approving and adopting revised job classifications, in conjunction with the City's pay plan study.

Resolution #21,370, approving and authorizing execution of three leases relative to property vacated by the 2008 flood buyout programs.

Resolution #21,371, approving and authorizing execution of an Informal Project Contract for Demolition with Benton's Sand & Gravel, Inc., in conjunction with the Northern Cedar Falls Flood Buyout Program.

Resolution #21,372, setting January 7, 2019 as the date of public hearing on amendments to the City's FY19 Budget.

Resolution #21,373, setting January 7, 2019 as the date of public hearing on the proposed rezoning from A-1, Agricultural District, to R-1, Residence District, of property located to the north of Arbors Drive and west of Richard Road.

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 #21,369 through #21,373 duly passed and adopted.

52130 - It was moved by Miller and seconded by Blanford that Resolution #21,374, approving and adopting the recommendation of the Parks & Recreation Commission relative to a Recreation Fee Schedule to become effective April 30, 2019, be adopted.

It was then moved by Green that the original motion be amended to include staff discounted Wellness rates. The motion to amend failed due to lack of a second.

The Mayor then put the question on the original 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 #21,374 duly passed and adopted.

- 52131 - It was moved by deBuhr and seconded by Darrah that Resolution #21,375, approving and authorizing placement of a sculpture near the main entrance to City Hall, as requested by the Cedar Falls Public Art Committee of the Art & Culture Board, be adopted. Following a question by Councilmember Green and response by Municipal Operations and Programs Director Ripplinger, 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 #21,375 duly passed and adopted.
- 52132 - It was moved by Darrah and seconded by Blanford that Resolution #21,376, approving and authorizing execution of a Resource Enhancement and Protection (REAP) Grant Agreement-Development with the Iowa Department of Natural Resources relative to the Clay Street Park Water Quality Improvement Project, be adopted. Following a question by Councilmember Miller and response by Community Development Director Sheetz, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried. The Mayor then declared Resolution #21,376 duly passed and adopted.
- 52133 - It was moved by Wieland and seconded by Darrah that Resolution #21,377, establishing the 2019 pay for City of Cedar Falls elected officials, in compliance with the City's Code of Ordinances, be adopted. Following comments by Jim Skaine, 2215 Clay Street, and responses by Councilmembers Miller and deBuhr, 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 #21,377 duly passed and adopted.
- 52134 - It was moved by Miller and seconded by Kruse that Resolution #21,378, approving and adopting the FY20 City Council Goals & Objectives, be adopted. Following a comment by Jim Skaine, 2215 Clay Street, and response by Councilmember Green, 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 #21,378 duly passed and adopted.
- 52135 - It was moved by Kruse and seconded by Miller that Resolution #21,379, approving and authorizing execution of five Owner Purchase Agreements and four Tenant Purchase Agreements, and approving and accepting two Public Utility Easements and five Owner's Temporary Grading Easements, in conjunction with the West 1st Street Reconstruction Project, be adopted. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted.

Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried. The Mayor then declared Resolution #21,379 duly passed and adopted.

- 52136 - It was moved by Wieland and seconded by Darrah that Resolution #21,380, approving and accepting a Lien Notice and Special Promissory Note for property located at 1416 Clay Street relative to the Rental to Single Family Owner Conversion Incentive Program, be adopted. Following comments by Jim Skaine, 2215 Clay Street, and responses by Councilmembers Blanford and Green, 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 #21,380 duly passed and adopted.
- 52137 - It was moved by Blanford and seconded by Kruse that Resolution #21,381, approving and accepting a Lien Notice and Special Promissory Note for property located at 821 College Street relative to the Rental to Single Family Owner Conversion Incentive Program, and Resolution #21,382, approving and accepting a Lien Notice and Special Promissory Note for property located at 1616 Olive Street relative to the Rental to Single Family Owner Conversion Incentive Program, be adopted. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried. The Mayor then declared Resolutions #21,381 and #21,382 duly passed and adopted.
- 52138 - It was moved by Darrah and seconded by Kruse that Resolution #21,383, approving and authorizing execution of Supplemental Agreement No. 1 with Snyder & Associates, Inc. relative to 2019 Engineering Services, be adopted. Following questions and comments by Jim Skaine, 2215 Clay Street, and Councilmembers Miller and Blanford, and responses by Community Development Director Sheetz, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried. The Mayor then declared Resolution #21,383 duly passed and adopted.
- 52139 - It was moved by Miller and seconded by Wieland that the bills and payroll of December 17, 2018 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.
- 52140 - Community Development Director Sheetz responded to a question by Councilmember Blanford regarding single family owner conversion forgivable loan amounts.

Public Safety Services Director Olson presented preliminary numbers for Police and Fire responses and indicated that final year-end statistics would be reported in January.

Director Olson also commended public safety personnel for their fundraising efforts resulting in a recent donation of \$3,900 to the Beyond Pink TEAM.

- 52141 - Councilmembers Darrah, Blanford and Green, and University of Northern Iowa Student Liaison Madden responded to comments and questions by Dr. Jim Young and Jack Yates, 519 Chateau Court, regarding climate change and the City's plan for sustainability.

Mike Butler, 1022 Washington Street, commented that all city council documents are available to the public online and expressed appreciation for rental residences being returned to single family homes.

Penny Popp, 4805 South Main Street, commented on the proposed Greenhill Road project and submitted a letter on behalf of her neighborhood.

Jim Skaine, 2215 Clay Street, expressed his opposition to the costs and use of roundabouts and their effects on corridor travel.

- 52142 - It was moved by Darrah and seconded by Kruse that the meeting be adjourned at 8:09 P.M. Motion carried unanimously.

Jacqueline Danielsen, MMC, City Clerk



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: December 27, 2018
SUBJECT: FY2019 Budget Amendment

Please find attached the certification resolution for the FY19 budget amendment. This budget amendment is necessary due to the timing of various projects. As the notice shows cash reserves will offset these expenditures.

Also attached you will find the line item amendments. If you have questions regarding the amendment or budget process, please feel free to contact Jennifer or myself.

CC: Jennifer Rodenbeck, Director of Finance & Business Operations
Ron Gaines, City Administrator

**NOTICE OF PUBLIC HEARING
AMENDMENT OF FY2018-2019 CITY BUDGET**

The City Council of Cedar Falls in BLACK HAWK County, Iowa
 will meet at 220 Clay Street, Cedar Falls, IA 50613
 at 7:00 p.m. on 1/7/2019
(hour) (Date)

,for the purpose of amending the current budget of the city for the fiscal year ending June 30, 2019
(year)
 by changing estimates of revenue and expenditure appropriations in the following functions for the reasons given.
 Additional detail is available at the city clerk's office showing revenues and expenditures by fund type and by activity.

		Total Budget as certified or last amended	Current Amendment	Total Budget after Current Amendment
Revenues & Other Financing Sources				
Taxes Levied on Property	1	20,820,495		20,820,495
Less: Uncollected Property Taxes-Levy Year	2	0		0
Net Current Property Taxes	3	20,820,495	0	20,820,495
Delinquent Property Taxes	4	0		0
TIF Revenues	5	3,753,970		3,753,970
Other City Taxes	6	5,957,056		5,957,056
Licenses & Permits	7	934,000		934,000
Use of Money and Property	8	723,375		723,375
Intergovernmental	9	23,111,603		23,111,603
Charges for Services	10	12,180,850		12,180,850
Special Assessments	11	0		0
Miscellaneous	12	1,584,333		1,584,333
Other Financing Sources	13	2,986,590		2,986,590
Transfers In	14	12,817,790		12,817,790
Total Revenues and Other Sources	15	84,870,062	0	84,870,062
Expenditures & Other Financing Uses				
Public Safety	16	11,601,490		11,601,490
Public Works	17	13,553,020		13,553,020
Health and Social Services	18	20,500	4,000	24,500
Culture and Recreation	19	8,004,550		8,004,550
Community and Economic Development	20	2,915,600		2,915,600
General Government	21	5,023,550		5,023,550
Debt Service	22	1,007,000		1,007,000
Capital Projects	23	26,940,050	4,350,000	31,290,050
Total Government Activities Expenditures	24	69,065,760	4,354,000	73,419,760
Business Type / Enterprises	25	9,865,550		9,865,550
Total Gov Activities & Business Expenditures	26	78,931,310	4,354,000	83,285,310
Transfers Out	27	12,817,790		12,817,790
Total Expenditures/Transfers Out	28	91,749,100	4,354,000	96,103,100
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out Fiscal Year	29	-6,879,038	-4,354,000	-11,233,038
Beginning Fund Balance July 1	30	87,393,024		87,393,024
Ending Fund Balance June 30	31	80,513,986	-4,354,000	76,159,986

Explanation of increases or decreases in revenue estimates, appropriations, or available cash:

These over expenditures are primarily due to the timing of capital projects and these expenditures will be covered by cash reserves.

There will be no increase in tax levies to be paid in the current fiscal year named above related to the proposed budget amendment. Any increase in expenditures set out above will be met from the increased non-property tax revenues and cash balances not budgeted or considered in this current budget.

Jennifer Rodenbeck
 City Clerk/ Finance Officer Name

budam19 #1.xls
 CITY OF CEDAR FALLS
 BUDGET ADJUSTMENTS
 FY2019 BUDGET
 FINANCE & BUSINESS OPERATIONS

DEPARTMENTS	BUDGET ADJUSTMENT - INTO				BUDGET ADJUST. - FROM				GENERAL FUND CASH USED	REASON FOR ADJUSTMENT
	ACCOUNT NUMBER	ACCOUNT NAME	FY2019 BUDGET	PROJECTED FY2019 EXPENDITURES	ACCT. BAL. BEFORE ADJUSTMENT	ACCOUNT NUMBER	ACCOUNT NAME	ADJUSTMENT AMOUNT		
Hospital	215-1230-421.8945	Farm Taxes	\$7,500.00	\$11,500.00	(\$4,000.00)	215-0000-104.0000	Hospital Cash Reserves	\$4,000.00	Over expenditure will be offset by cash reserves.	
Special Assessments	473-1220-431.9889	Sidewalk Assessments	\$0.00	\$50,000.00	(\$50,000.00)	473-0000-104.0000	Spec. Assess. Cash Reserves	\$50,000.00	Over expenditure due to timing of project. Expense will be offset by future tax assessments.	
Economic Development	484-2245-432.9110	Industrial Park Land Acq.	\$0.00	\$4,300,000.00	(\$4,300,000.00)	484-0000-104.0000	Econ. Development Cash Reserves	\$4,300,000.00	Over expenditure due to timing of land acquisition.	
TOTAL ADJUSTMENTS										
GEN FUND CASH USED BY F.B.O.								\$0.00		



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 Brown & City Council
FROM: Iris Lehmann, Planner I
DATE: January 2, 2019
SUBJECT: Rezoning Request – Prairie West II

REQUEST: Rezone a property from A-1, Agricultural to R-1, Single Family Residential

PETITIONER: Panther Farms, Owner; CGA Inc., Engineer

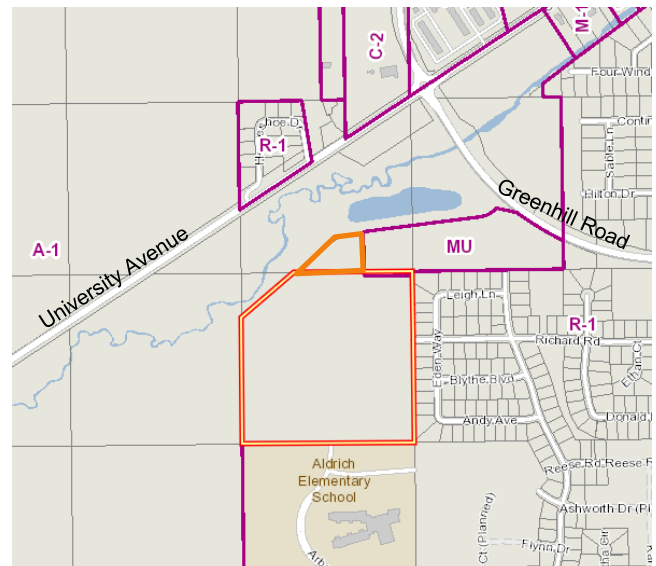
LOCATION: 40.62 acres at the North end of Arbors Drive and the West end of Richard Road

PROPOSAL

The applicant has submitted a request to rezone 40.62 acres of land off of the North end of Arbors Drive and the West end of Richard Road from A-1, Agricultural to R-1, Residential. The area being rezoned consists of two different parcels of land, see areas outlined in red in the map below. The rezoning will allow for the development of single family homes similar to the neighboring subdivisions of the Prairie West and Prairie Winds developments.

BACKGROUND

This property has been zoned agricultural since the adoption of the Zoning Ordinance in 1970. The land is surrounded by R-1, Single Unit Residential zoning to the South and East and MU, Mixed Use Residential District to the Northeast. The owner wishes to rezone the land for future residential development. The other half of the northern parcel was rezoned to MU in July of 2016. The rezoning of these properties must be carefully considered by evaluating the characteristics of the land and surrounding properties. This staff report will outline a number of these elements in order to have a firm understanding of the future use of this property.



ANALYSIS

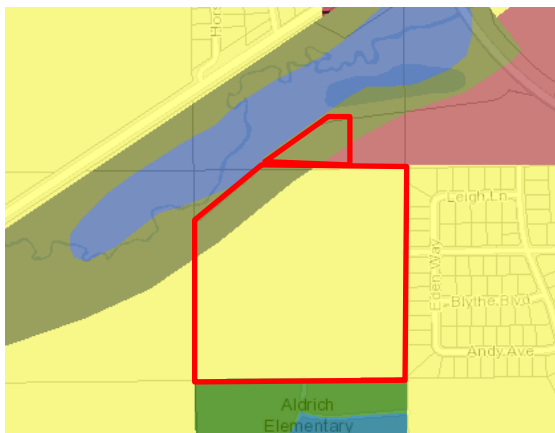
The purpose of the A-1, agricultural zoning district is to act as a “holding zone” for future development when municipal services (sanitary sewer, water, roads) are accessible to the site. When these services are available, the land is ripe for development according to the City’s Comprehensive Plan. Before land can be developed it must be zoned appropriately, which will then allow for platting, as necessary, and construction.

As previously mentioned, this 40.62 acre property is surrounded by residential zoning. Aldrich Elementary School is being constructed directly to the south. The property to the north is zoned for a future mixed use development and to the east is the Prairie West 7th Addition residential subdivision. The land to the west is zoned A-1, Agricultural, and consists of farmland and the floodplain along Dry Run Creek.

Zoning considerations involve evaluation of the following four criteria:

- 1) Is the rezoning request consistent with the Future Land Use Map and the Comprehensive Plan?

The Future Land Use Map identifies this and the surrounding properties as Low Density Residential and Greenways/Floodplain. Low density residential emphasizes single family detached development. Typical densities range from 1 to 4 units per acre. The requested R-1 Zoning is consistent with the Future Land Use Map. Development of the property will provide additional residential housing in proximity to the new elementary school.

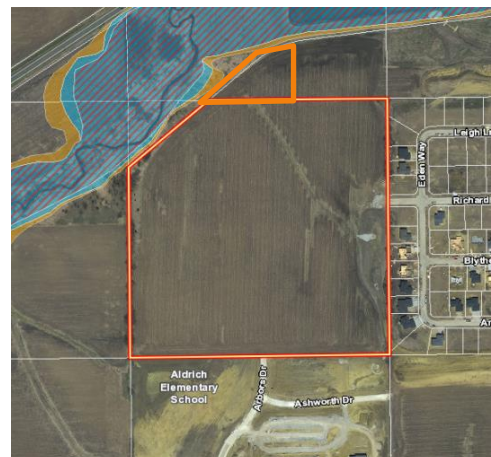


Future Land Use Map with Categories



- 2) Are areas of this site in the Floodplain? Are there environmental sensitive areas that need to be protected?

As both of these lots have been farmed the topography of the land is relatively flat. Both properties border the floodplain boundary (see image to the right). The floodway is indicated by red hashing, the blue shaded area represents the boundaries of the 100 year flood plain, and the orange shaded area represents the boundaries of the 500 year flood plain. The properties subject to



this rezoning do not fall within the floodplain. There does not appear to be any environmentally sensitive areas on these sites that need to be protected. This will be confirmed when the land is subdivided for development. If any sensitive areas are found during the required environmental assessment they will be protected.

- 3) Is the property readily accessible to sanitary sewer and water services?
These developments, as well as any development in the city will be provided with full municipal services. Sanitary sewer and water are readily available to the site. Connections to sanitary sewer and water service are available from Arbors Drive to the South and Richard Road to the East. There will also be future connections to Greenhill Road to the north as development continues in this area. In order to further develop the land to the west of the proposed site, the necessary infrastructure (i.e. sanitary sewer and water) will need to be extended to the western boundaries of this site.
- 4) Does the property have adequate roadway access?
Development of the property under R-1 Zoning will be possible by extending Arbors Drive from the south, which will also extend north as part of the West Village Subdivision to provide a street connection to Greenhill Road. Richard Road will be extended west to provide access to a future subdivision from the east. Any future subdivision will need to provide a pattern of streets that connects with the existing street network in this part of the community.

TECHNICAL COMMENTS

City technical staff, including Cedar Falls Utilities (CFU) personnel, has reviewed the proposal and have no comments that need to be addressed on the proposed item.

The rezoning of this property would allow for the continued development of residential lots. A notice was mailed to the adjoining property owners on November 20, 2018 regarding this rezoning request.

PLANNING & ZONING COMMISSION

Introduction and
Public Hearing
11/28/2018

Chair Oberle opened the public hearing and Mr. Wingert noted that he will be abstaining from this item. Ms. Lehmann provided background information on the request. She noted that all criteria with regard to future land use map consistency, protection of environmentally sensitive areas, access to needed municipal services, and adequate street connection to the site, have been met. Staff recommended approval of the request. Ms. Oberle asked if there were any comments from the public. There were none. The Commission agreed that the request was fairly straight forward. Ms. Lehmann noted that if the Commission felt it was appropriate they could forward the request on to City Council without reviewing it again at the next Commission meeting. The Commissioners discussed the possibility and agreed that reviewing the request a second time was not needed.

Mr. Leeper made a motion to approve. Ms. Saul seconded the motion. The motion was approved unanimously with 6 ayes (Adkins, Arntson, Giarusso, Hartley, Holst, Leeper, Oberle, and Saul), 1 abstention (Wingert) and 0 nays.

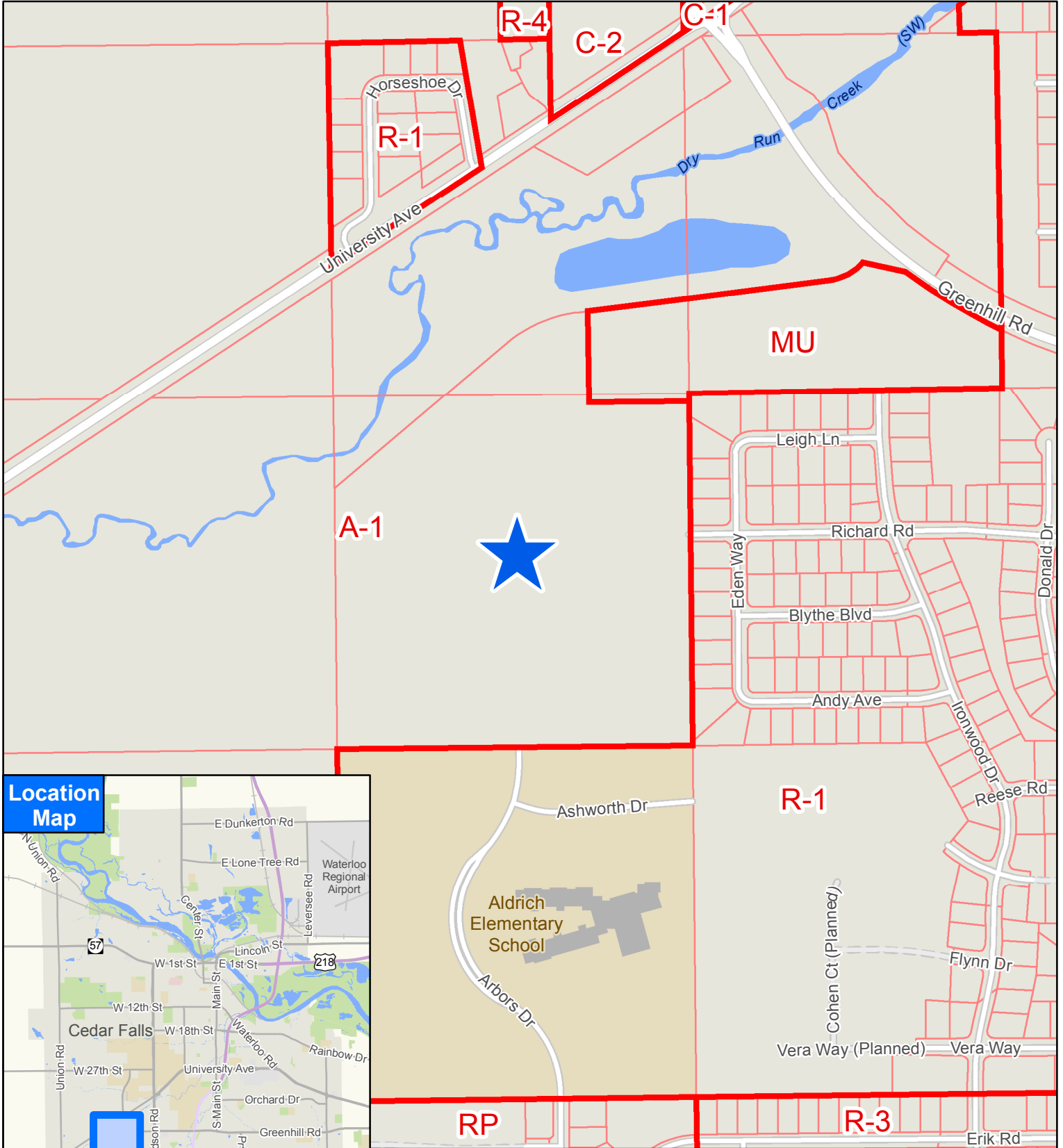
STAFF RECOMMENDATION

The Planning & Zoning Commission and the Community Development Department recommend approving this rezoning request.

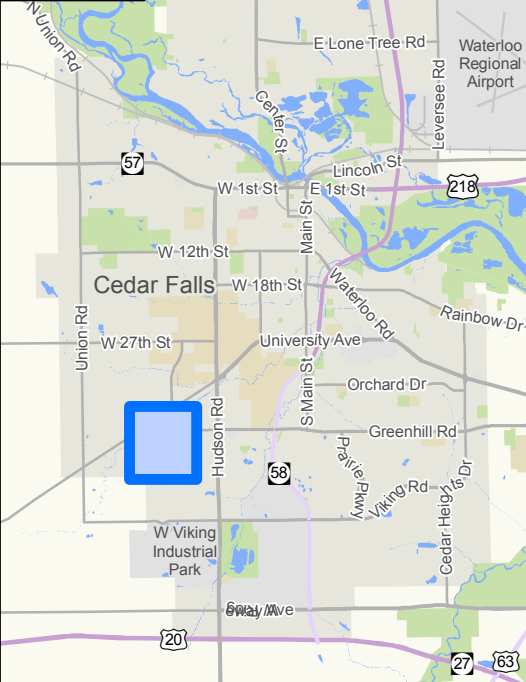
Attachments: Location Map, Rezoning Exhibit, Letter of Intent

Cedar Falls Planning & Zoning Commission

November 28, 2018



Location Map



Rezone 40.62 acres from A-1 to R-1
Panther Farms, LLC

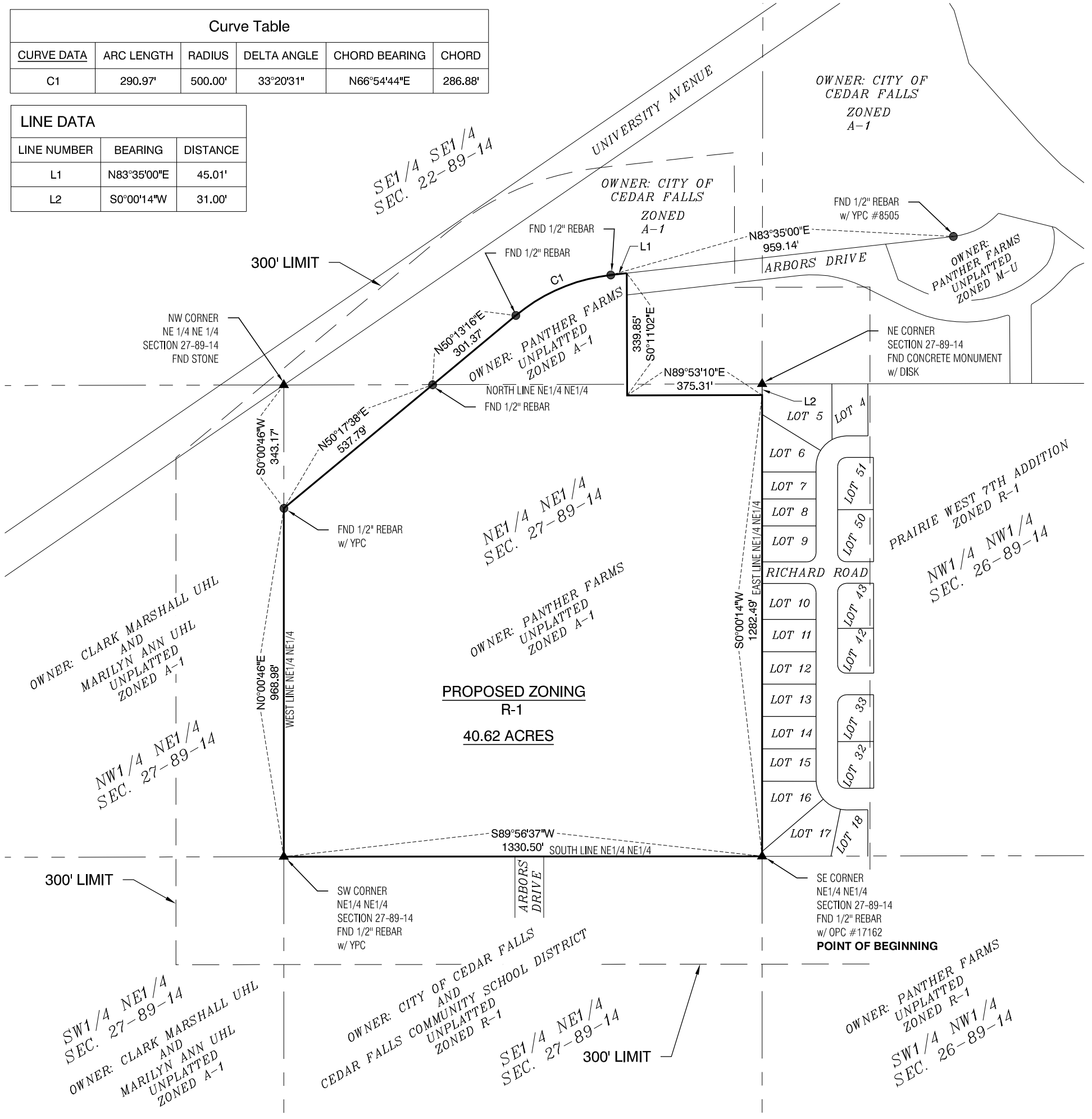
REZONING PLAT EXHIBIT PRAIRIE WEST II

Curve Table

CURVE DATA	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD
C1	290.97'	500.00'	33°20'31"	N66°54'44"E	286.88'

LINE DATA

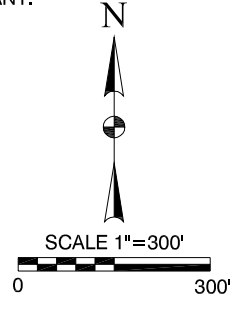
LINE NUMBER	BEARING	DISTANCE
L1	N83°35'00"E	45.01'
L2	S0°00'14"W	31.00'



DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 27 AND THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 22, ALL IN TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5th P.M., CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 27; THENCE, S89°56'37"W 1330.50' ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 27 TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 27; THENCE, N0°00'46"E 968.98' ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 27; THENCE, N50°17'38"E 537.79'; THENCE, N50°13'16"E 301.37'; THENCE, NORTHEASTERLY 290.97' ALONG THE ARC OF A 500.00' RADIUS CURVE, CONCAVE SOUTHEASTERLY, HAVING A CHORD BEARING OF N66°54'44"E AND A CHORD DISTANCE OF 286.88'; THENCE, N83°35'00"E 45.01'; THENCE, S0°11'02"E 339.85'; THENCE, N89°53'10"E 375.31' TO A POINT ON THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 27; THENCE, S0°00'14"W 1282.49' ALONG SAID EAST LINE TO THE POINT OF BEGINNING, CONTAINING 40.62 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.



NOTE:
ALL BEARINGS ARE THE RESULT OF G.P.S. OBSERVATIONS.

Clapsaddle-Garber Associates, Inc
16 East Main Street
Marshalltown, Iowa 50158
Ph 641-752-6701
www.cgaconsultants.com

DRAWN CAQ	SHEET NO. 17
DATE 10-9-2018	PROJECT NO. 5722.05

October 18, 2018

Planning Department
City of Cedar Falls
220 Clay St
Cedar Falls, IA 50613



RE: Prairie West 2 Subdivision Rezoning

To Whom It May Concern:

On behalf of Panther Farms, LLC, we would like to submit a rezoning application for parcel 8914-27-226-002 and part of 8914-22-478-004 as indicated on the rezoning exhibit. This land will be used as the next phase of the Prairie West subdivision and consist of a number of single-family homes to be built at a later date.

At this time the application is only to rezone the property to R1 from A1 and does not include platting or other planning efforts.

Please contact me at 641-752-6701, or stroskey@cgaconsultants.com if you have any questions.

Sincerely,

CLAPSADDLE-GARBER ASSOCIATES, INC.

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

Stephen Troskey
Planner - Project Manager

Prepared by: Iris Lehmann, Planner II, 220 Clay Street, Cedar Falls, IA 50613 (319) 273-8600

ORDINANCE NO. _____

AN ORDINANCE REPEALING SECTION 29-107, DISTRICT BOUNDARIES OF DIVISION I GENERALLY OF ARTICLE III DISTRICTS AND DISTRICT REGULATIONS OF CHAPTER TWENTY-NINE (29) ZONING, OF THE CODE OF ORDINANCES, OF THE CITY OF CEDAR FALLS, IOWA, AND RE-ENACTING SAID SECTION 29-107 OF SAID ORDINANCE, AS AMENDED, SO AS TO APPLY AND INCLUDE TO THE CHANGE IN THE ZONING MAP OF THE CITY OF CEDAR FALLS, IOWA, AS PROVIDED BY THIS ORDINANCE.

WHEREAS, the applicant, Panther Farms LLC, has requested a rezoning of 40.62 acres of land located at the north end of Arbors Drive and the west end of Richard Road in Cedar Falls, Iowa from A-1(Agricultural) to R-1 (Residence); and

WHEREAS, the Comprehensive Plan indicates that this property is designated for future Low Density Residential and Greenways/Floodplain; and

WHEREAS, the City Planning and Zoning Commission of the City of Cedar Falls, Iowa, has recommended approval to the City Council of the City of Cedar Falls, Iowa, to amend said Ordinance by removing the following described real estate from A-1, Agricultural District, and placing the same in the R-1, Residence District, as follows:

A PARCEL OF LAND LOCATED IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 27 AND THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 22, ALL IN TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5th P.M., CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 27; THENCE, S89°56'37"W 1330.50' ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 27 TO

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And

WHEREAS, the City Council of the City of Cedar Falls, Iowa, deems it to be 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:

Section 1. That the following described real estate:

A PARCEL OF LAND LOCATED IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 27 AND THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 22, ALL IN TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5th P.M., CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 27; THENCE, S89°56'37"W 1330.50' ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 27 TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 27; THENCE, N0°00'46"E 968.98' ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 27; THENCE, N50°17'38"E 537.79'; THENCE, N50°13'16"E 301.37'; THENCE, NORTHEASTERLY 290.97' ALONG THE ARC OF A 500.00' RADIUS CURVE, CONCAVE

SOUTHEASTERLY, HAVING A CHORD BEARING OF N66°54'44"E AND A CHORD DISTANCE OF 286.88'; THENCE, N83°35'00"E 45.01'; THENCE, S0°11'02"E 339.85'; THENCE, N89°53'10"E 375.31' TO A POINT ON THE EAST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 27; THENCE, S0°00'14"W 1282.49' ALONG SAID EAST LINE TO THE POINT OF BEGINNING, CONTAINING 40.62 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY

Be and the same is hereby removed from the A-1, Agricultural District and added to the R-1, Residence 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 R-1, Residence 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 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

James P. Brown, Mayor

ATTEST:

Jacqueline Daniels, MMC, City Clerk



MAYOR JIM BROWN

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

MEMORANDUM
Office of the Mayor

TO: City Council
FROM: Mayor Jim Brown
DATE: December 31, 2018
SUBJECT: Appointment

I am recommending the following appointment:

Name:	Board/Commission:	Term Ending:
Brooke Crophier-Sidebotham	Visitors & Tourism Board (fills vacancy)	07/01/2019

CITY OF CEDAR FALLS, IOWA

APPLICATION FOR APPOINTMENT TO BOARDS AND COMMISSIONS

The City of Cedar Falls appreciates your interest in serving the community and welcomes your application. Please complete all sections of this application. If you have any questions, please contact the Mayor's Office at (319) 268-5119. The City of Cedar Falls is committed to providing equal opportunity for citizen involvement.

Name: Brooke Renee Croshier-Sidebotham Date: 11/26/2018
First MI Last

Home Address: 807 Lawnhill Ave, Waterloo, Iowa 50701 Phone: 515-450-2495

Work Address: 2501 Hudson Road, Cedar Falls, Iowa 50614 Phone: 319-273-6636

Email Address: brooke.c-sidebotham@uni.edu Cell: 515-450-2495

Employer: University of Northern Iowa Athletics Position/Occupation: Asst. AD for Facilities and Operations

Length of residence in Cedar Falls: Started 5 years in September Ward: 3

NOMINEE FOR: Cedar Falls Tourism and Visitors Bureau Board

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

I am very involved in the cedar falls community. I have served on many committees throughout my five years here in the cedar valley. I am currently serving on the hospitality partners committee and the secret sauce committee within the cedar falls tourism and visitors bureau. I work with Ashley Johnson to bring in new groups to the cedar valley on a regular basis. Bring part of this community and bringing new and exciting events to the cedar valley is something I am very passionate about.

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

I am on the IAVM board for venue managers. I have training with large and small event planning.

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

I feel that my event planning is one of the biggest contributions to this board. I work on a lot of budgeting for my current job. I am good with assisting groups with accommodations for their events.

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

None that I am aware of at this time.

Please mail completed application to the office of the Mayor at the following address:
City of Cedar Falls, Mayor's Office, 220 Clay Street, Cedar Falls, IA 50613.

City of Cedar Falls

TOURISM AND VISITORS BOARD
Nominee's Questionnaire

1. What experience/expertise can you bring to the Board? Have you or are you involved currently with visitor services or the service industry?

I would bring my event management experience and my knowledge of working with many people throughout the UNI campus with events. I have worked at UNI athletics going on five years now. I have worked with visitor's bureau/tourism groups for over 10 years now, here in the Cedar Valley and throughout my career. They are an important part of bringing groups and events to our community. Working collaboratively with the tourism and visitor's bureau and my knowledge of the area will only assist with bringing events to our city.

2. Describe your interest in serving on the Tourism and Visitor Board?

I am very interested in being part of this board. I believe in bringing events to Cedar Falls to benefit both the community and the businesses in the area. I enjoy working on events and activities to bring in people from outside the cedar valley to Cedar Falls. We have so many opportunities for events to be hosted throughout our facilities and hotels in this area of Iowa. I want to assist with bringing those groups into our community.

3. Do you know that the Tourism and Visitor Board is advisory in nature? What do you see your role will be if appointed?

I hope to assist with bringing more events to our city/state. It is so important to get new visitors/groups and retails those groups to come back one they attend/utilize the cedar falls area. I would like to be able to assist with finding creative ways to have events in Cedar Falls, whether big or small.

4. What impact do you believe Tourism and Visitor Services has on our community?

I think the tourism and visitors services have a huge impact on the community. The outside events that they attain for Cedar Falls greatly impact many businesses and hotels in the area. It brings people from outside our city to see what a great community Cedar Falls is, and how much it has to offer. Whether it is a day trip on staying the week/weekend.

5. Are you available for late afternoon meetings of the board and/or committees?

I am able to make time for afternoon meetings.



Signature

11/26/2018

Date

COMMITTEE OF THE WHOLE

City Hall – Council Chambers

December 17, 2018

The Committee of the Whole met in the Council Chambers at 5:15 p.m. on December 17, 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, Joni Krejchi Art & Culture Board member, Mark Perington from Snyder & Associates, Larry Weber from University of Iowa Hydroscience and Engineering Department and Pat Conrad from Emmons and Olivier Resources and other members of the community attended.

Mayor Brown called the meeting to order and introduced the first item on the agenda, Recognition of Art & Culture Board member Joni Krejchi. Mayor Brown thanked Ms. Krejchi for serving on the Art and Culture Board for nine years. He presented her with a plaque.

Mayor Brown introduced the second item on the agenda Greenhill Road Traffic Study Update. Jon Resler City Engineer stated an RFP process was completed and Snyder and Associates was awarded the contract in May 2018, to perform a study of the entire corridor from Hudson Road to Cedar Heights Drive. He stated they held public information meetings on June 12, August 9 and November 1. Mr. Resler introduced Mark Perington from Snyder and Associates. Mr. Perington reviewed each intersection along the corridor. He stated they evaluated each intersection for current and future needs; including turning lanes, intersection improvements during peak and nonpeak times, cost impact and pedestrian/bicycle accommodations. Mr. Perington stated they looked at the intersections with a signal and a roundabout and how each option would improve the intersection. He was happy with the public input meetings and the positive comments they received, especially towards roundabouts. He explained they looked at traffic and accident data. He proceeded to review each intersection which included a graphic for the additional right of way and lane modifications.

Mayor Brown opened it up for Council discussion. Council voiced concerns over the extended median at South Main and Balboa causing a right in right out for those residents. They asked the consultant to review if the extended median was necessary and to see if there was another option. Mr. Resler said the sound barrier fence is being looked at in the Capital Improvement Plan, to be either restored or replaced. Mayor Brown opened it up for public comment. Penny Popp, 4805 S. Main Street, stated the residents seem to be split 50/50 on a roundabout or signal at S. Main Street. She also listed some other concerns; the sound barrier fence needs to be replaced not restored and the right in right out at Balboa is a big concern for residents taking them out of their way to go north. She wants the best options to be investigated for the residents and she hopes staff continues to ask for input throughout the process. Jim Skaine, 2215 Clay Street, commented the previous improvements at Rownd Street are working at this intersection and he would like to see signalized intersections rather than roundabouts.

The Mayor introduced the third item on the agenda Middle Cedar Watershed Plan Update. David Sturch Planner III introduced tonight's speakers, Larry Weber from

University of Iowa Hydrosience and Engineering Department and Pat Conrad from Emmons and Olivier Resources. Mr. Weber stated in 2010 the Watershed Management Authorities was created, which is a cooperative effort for cities, counties, Soil and Water Conservation Districts and other stakeholders to work together. He further explained in 2016 the Middle Cedar Watershed Management Authority was formed and awarded \$8.4 million of a \$1 billion HUD Disaster Resilience Grant, to help reduce flooding and advancing water quality. Mr. Weber explained the grant is a 90/10 cost sharing grant. Mr. Conrad continued to explain the watershed management planning phases: issue identification; establishment of goals; and implementation of the plan. He stated they will look at health risks and recreation impairments. He explained open houses were held for public input. Mr. Conrad reviewed estimated flood benefits to the Middle Cedar Watershed area if practices are put into place. He reviewed the next steps are to finalize the plan and have the council adopt it in the spring 2019. He stated the Iowa Watershed Approach sunsets in 2020. Mayor Brown opened it up for discussion. Sherman Lundy from Iowa Soil and Water Conservation District commented on the Dry Run Creek project and permeable alley projects of the City.

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

There being no further discussion Mayor Brown adjourned the meeting at 6:32 p.m.

Minutes by Lisa Roeding, Controller/City Treasurer



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
Administration Division

TO: Honorable Mayor James P. Brown and City Council
FROM: Stephanie Houk Sheetz, Director of Community Development
DATE: January 2, 2019
SUBJECT: Greenhill Road Traffic Study: Receive & Adopt
Project No. SY-000-3158

In May 2018, the City entered into a Professional Services Agreement with Snyder & Associates, Inc. for the Greenhill Road Traffic Study. The purpose of this study was to evaluate the current and future traffic demands for all modes of transportation in the Greenhill Road corridor from Hudson Road to Cedar Heights Drive in order to develop short and long-range plans for functional lane needs, intersection improvements, and pedestrian/bicycle needs. Other areas of focus were future traffic demand changes due to new land use development, complete streets considerations, and appropriate traffic control for intersections such as traffic signalization or roundabouts.

The process involved three public information meetings, several direct mailings to property owners in advance of meetings, posting information from each meeting on the City's website and a presentation at a Committee of the Whole meeting. Included with the December 17, 2018 Committee of the Whole packet materials were the traffic study and appendix items (A-D), the 12/17/18 presentation, written comments staff received on or before December 12, 2018, and a memo from the City Engineer regarding discussion at the South Main and Greenhill Corridor Neighborhood Association meeting on December 10, 2018. These items can be referenced in that packet. Attached are additional written comments staff has received as of January 2, 2019. Two have been received.

The Department of Community Development recommends receiving and adopting the Greenhill Road Traffic Study. The information within the study will then be used for planning purposes both in design of projects as well as future Capital Improvement Plans. Design will include more detailed analysis on access, geometry, utilities, and the like.

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

Attachments: Public comments received since 12/17/18

xc: Ron Gaines, PE, City Administrator
Chase Schrage, Principal Engineer

December 16, 2018

Mayor and City Council
Cedar Falls, IA 50613

RECEIVED

DEC 21 2018

Public Records Division

RE: Greenhill-Main Roundabout Access for Balboa Avenue

Dear Mayor and City Council Representatives,

Now that you've been asked to consider a proposed roundabout at Greenhill Road and Main Street, we are requesting that you consider its impact on those of us living on Balboa Avenue. Specifically, we are asking that full access be maintained from Balboa Avenue to Main Street, both northbound and southbound.

The current proposal before you does not allow full access. Instead, the consultant has placed a median adjacent to Balboa preventing residents from turning northbound onto Main. This adds up to one-half mile of extra travel every time we leave home en route to Highway 58, College Square, downtown, or Waterloo. A permanent detour such as this is both an inconvenience and an impediment to a stated project goal of reducing vehicle emissions.

Cedar Falls experienced a very similar situation to Greenhill-Main when constructing the University-Boulder roundabout. Referring to Figure 1 (attached), you will see an early design on the left which uses an extended median to prevent northbound exits from the nearby strip mall. In the final construction phase shown on the right, engineers shortened the median to allow northbound and southbound access. The mall access is located in the same proximity to University-Boulder as is Balboa to Greenhill-Main. This existing roundabout demonstrates that safe and effective traffic flow is possible when connecting feeder streets next to roundabouts.

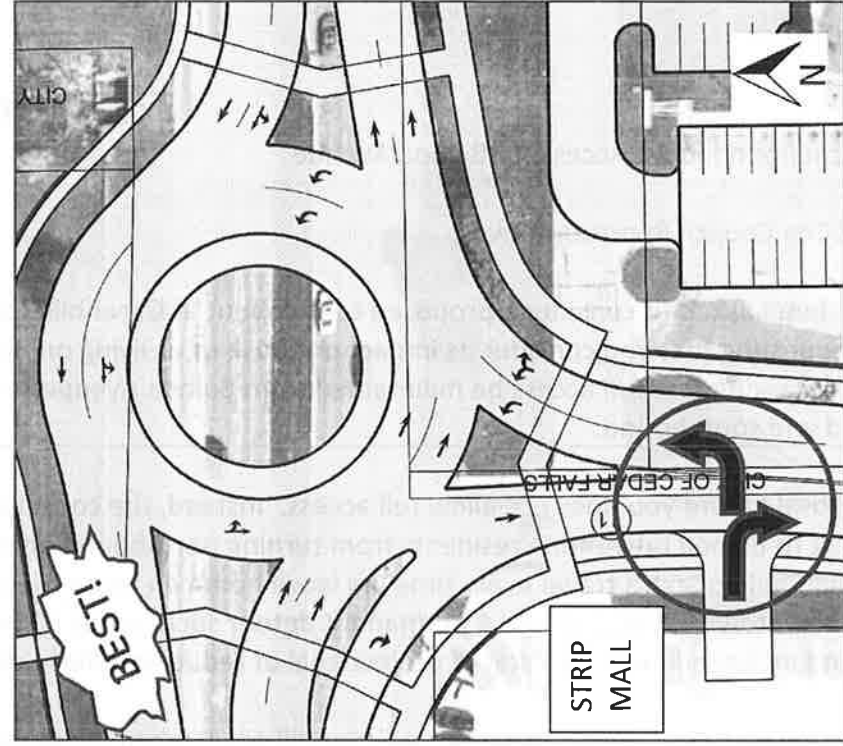
Figure 2 in the attachment shows the current (November) design concept for Greenhill-Main roundabout on the left. This uses an extended median to prevent northbound exits from Balboa. The sketch on the right has an earlier design proposal with median cut back to allow full Balboa access. Project engineers need only to revert back to the August design on the right to implement what we're requesting. Figure 3 on the following page shows the similarity in layout between the desired (August) version and the existing University-Boulder roundabout.

Figure 4 on the last page has the aerial view of the finished University-Boulder roundabout. We've added blue arrows to indicate unrestricted access for drivers exiting the strip mall. This successful implementation confirms how a properly designed roundabout will safely accommodate effective traffic flow in all directions.

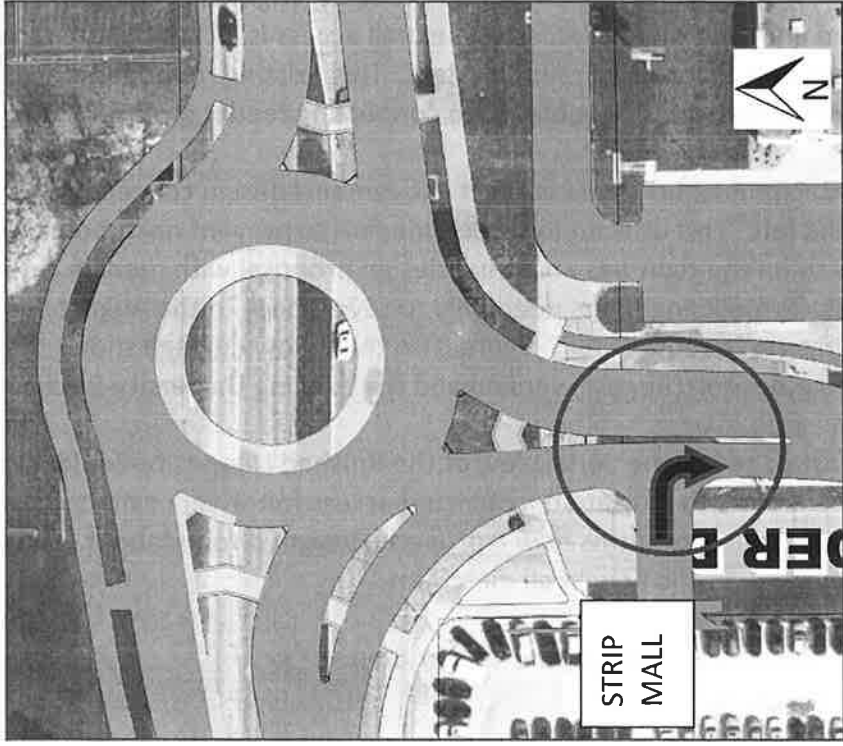
Your consideration of this request will be appreciated.


Steve Ephraim
327 Balboa Avenue

FIGURE 1
UNIVERSITY-BOULDER ROUNDABOUT
MEDIAN CUT FOR STRIP MALL ACCESS

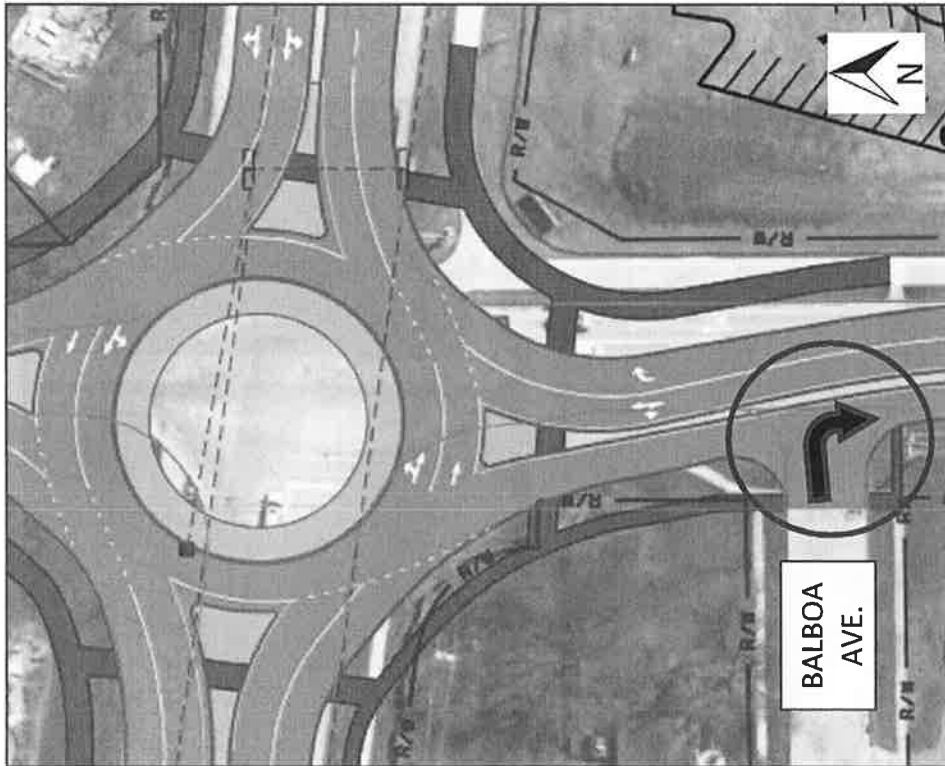


FINAL CONSTRUCTION
MEDIAN CUT FOR FULL ACCESS

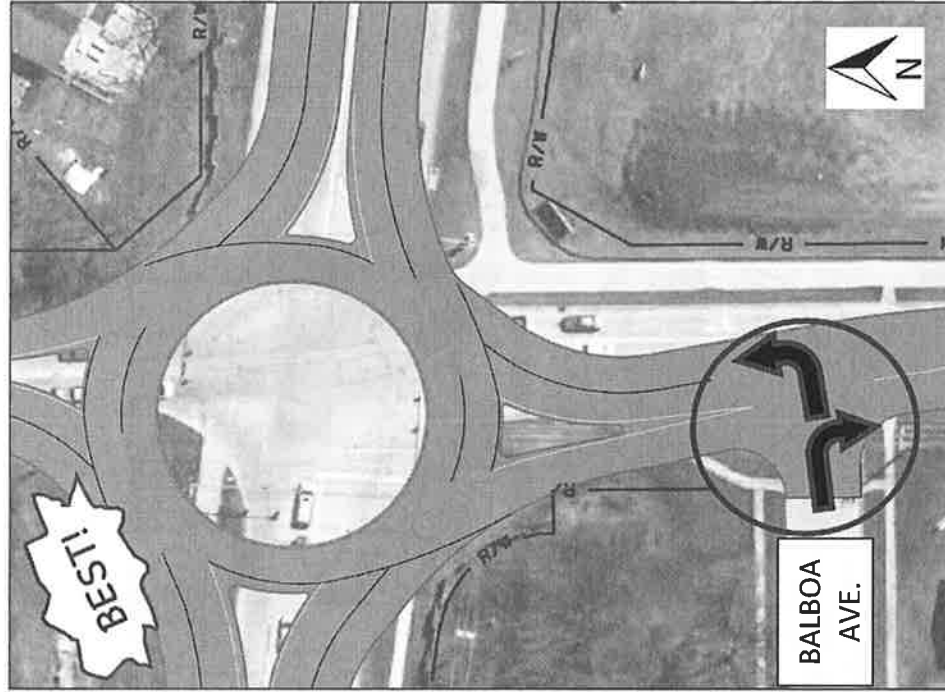


CONCEPTUAL PLAN
EXTENDED MEDIAN (S'BOUND ONLY)

FIGURE 2
GREENHILL-MAIN ROUNDABOUT
MEDIAN CUT FOR BALBOA ACCESS

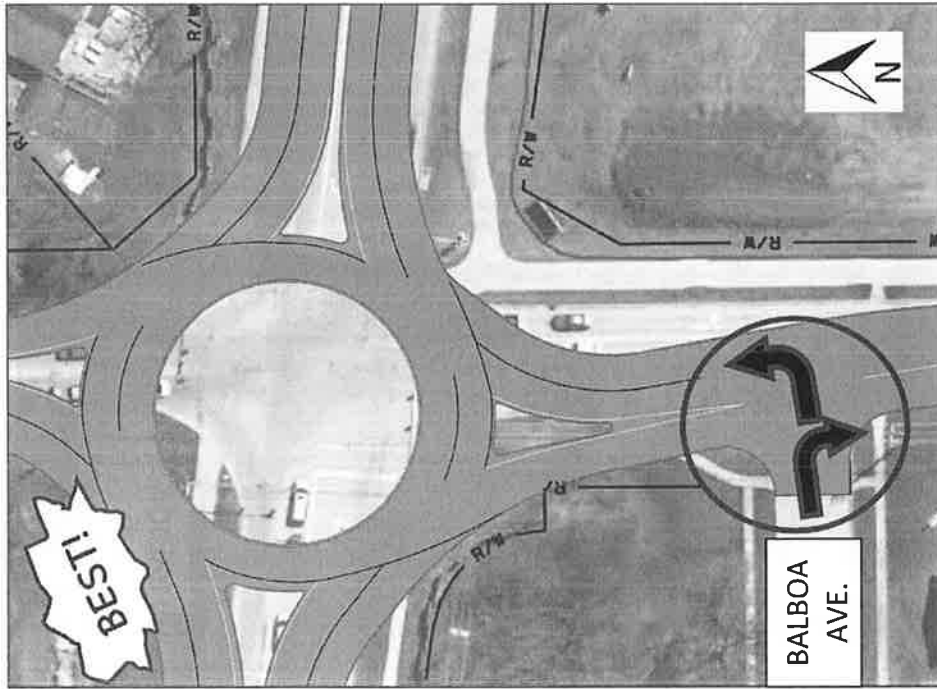


NOVEMBER 2018 PLAN
EXTENDED MEDIAN S'BOUND EXIT

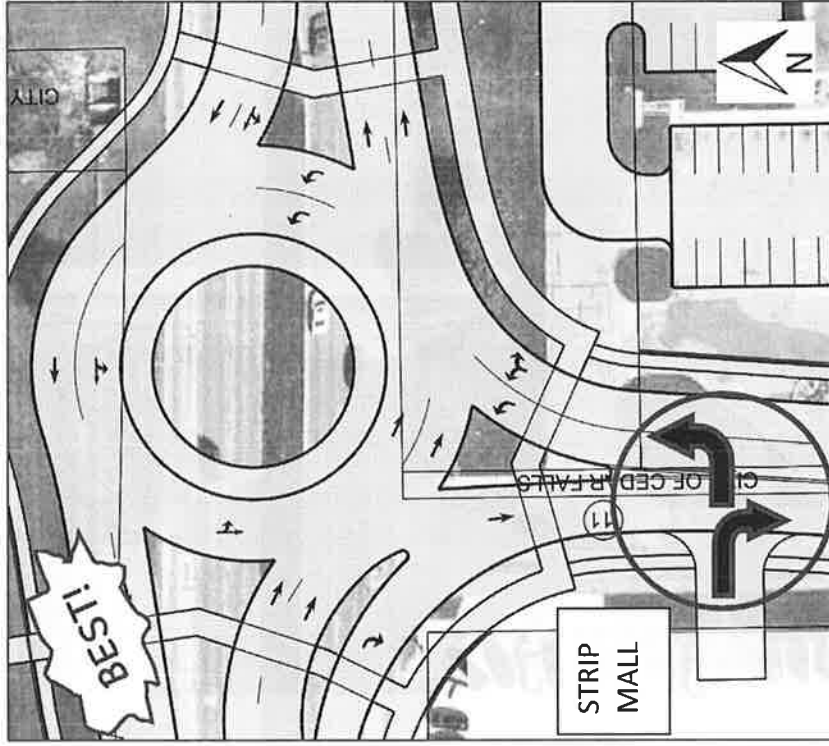


AUGUST 2018 PLAN
MEDIAN CUT FOR FULL ACCESS

FIGURE 3
COMPARISON: GREENHILL-MAIN AND UNIVERSITY-BOULDER
NORTHBOUND/SOUTHBOUND ACCESS

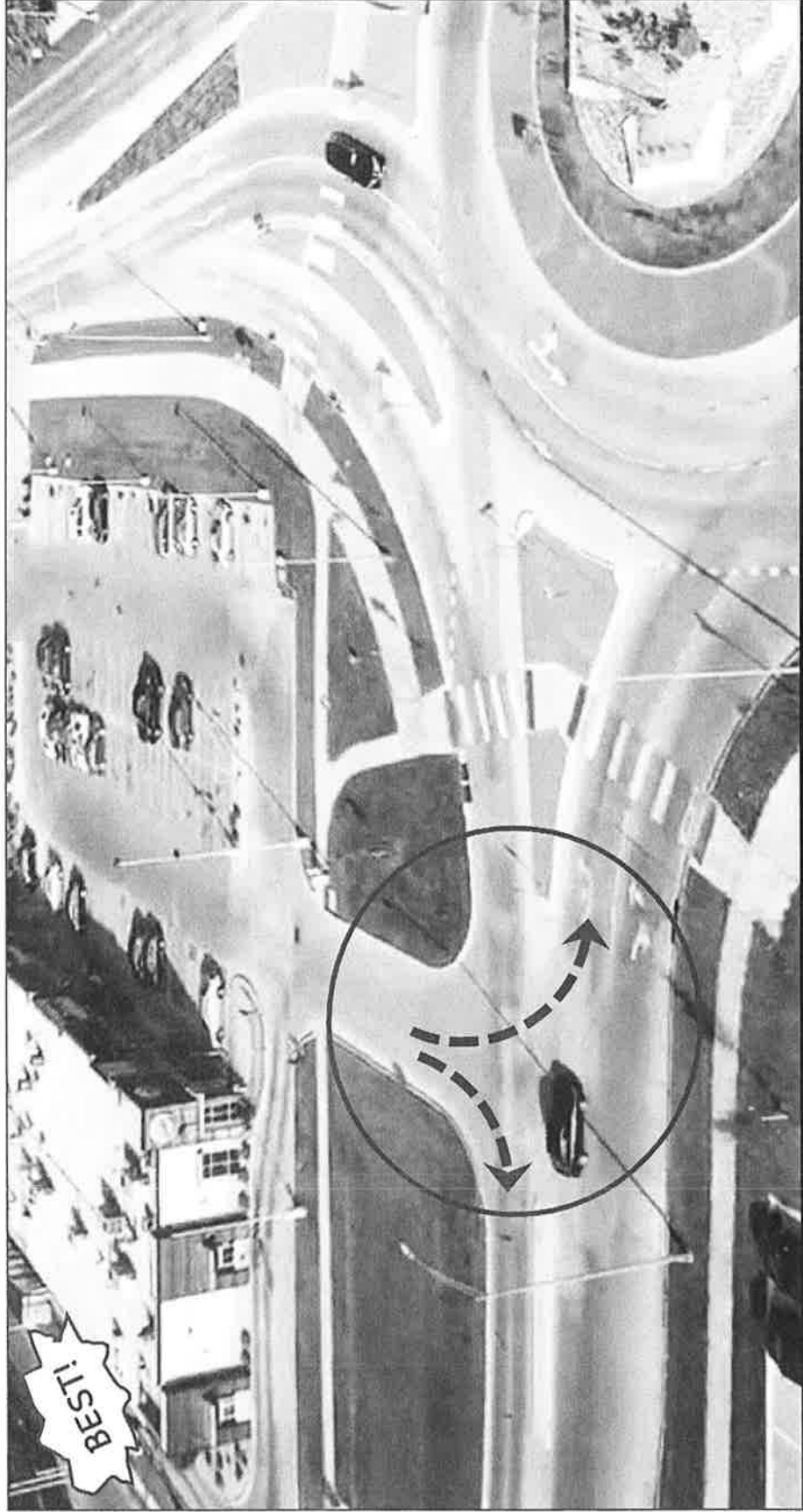


GREENHILL-MAIN
FULL ACCESS EXITING BALBOA



UNIVERSITY-BOULDER
FULL ACCESS EXITING STRIP MALL

FIGURE 4
AERIAL VIEW OF UNIVERSITY-BOULDER ROUNDABOUT
NORTHBOUND/SOUTHBOUND ACCESS



Martin Jacobs

Patricia Jacobs

125 Balboa Ave

Cedar Falls

December 31st, 2018

The Mayor and City Council of Cedar Falls

RE: - Greenhill Rd and South Main Rd Intersection Improvements

As residents of Balboa Ave with a property backing up on Greenhill Road and the third house from South Main Rd, we would like to express our preference regarding the upgrade.

We whole heartedly support the consultant's recommendation that this intersection should be a Roundabout for the following reasons:

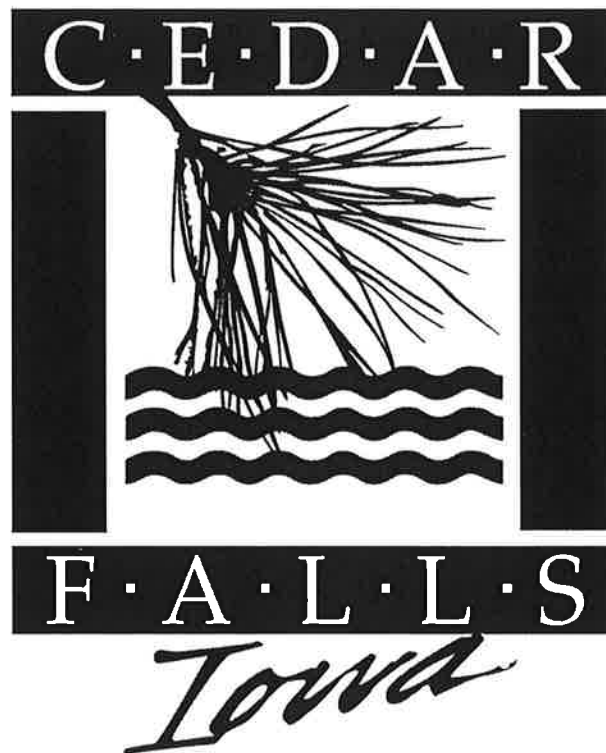
- A Roundabout will be able to keep up with traffic increase over the next 30 years
- The current changes to the signalized intersection, which will be carried forward in the alternate design, have led to a significant increase in wait time, noise and pollution at the traffic lights (in all directions).
- We are subjected to heavy vehicles idling for many minutes at the intersection and loud music blaring from vehicles at all hours. The continuous flow through a roundabout will diminish these problems. The roundabouts on University Ave are a perfect example of low stress continuous traffic flow.
- The increased traffic from the new Fareway Store will create long lines on South Main with the signalized option. This will make it difficult for residents using Balboa Ave to exit onto South Main and turn left. I am sure that the Emergency Vehicles leaving the Public Safety Building will be hampered by this traffic backup.
- With the continuous flow around the Roundabout these issues will not occur.

Kind Regards

Martin and Patricia Jacobs

CITY OF CEDAR FALLS

DEPARTMENTAL MONTHLY REPORTS



November 2018

NOVEMBER 2018 MONTHLY REPORTS
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**Finance & Business Operations
Financial Services
November 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 FY19 are monitored monthly. The daily cash balances and budget to actual revenues and expenditures for all funds for FY19 were monitored during the month. The revenue and expenditure activity for the Capital Projects Fund was also monitored during the month.

Treasury

The Finance Division is responsible for maintaining accounting and cashflow as it relates to the city treasury, monitoring securities held by the City Clerk and investing idle cash to provide safe investments while maximizing interest earnings. Currently, the City has \$106,409,500 invested in CD's and \$2,300,000 in a liquid money market.

<u>Investments</u>	<u>Transactions</u>	<u>Amount</u>
CD's Matured	1	\$4,000,000.00
CD's Purchased	1	\$4,000,000.00
PFMM Withdrawal	0	0.00
CD/Investment Interest		\$87,325.49

FY19 Capital Improvements Plan

All departments submitted their FY2019-2024 Capital Improvement Plan (CIP) requests. The CIP will be presented to Planning & Zoning Commission and Council Committee in January with the public hearing and formal approval also occurring in January.

FY20 Budget

The FY20 budget process was started in November. All departments submitted their budget requests. The budgets will be compiled in December and January and revenue projections will also be completed at that time.

FY20 Goal Setting

Materials and information were prepared for the FY20 Goal Setting Sessions that the City Council held in November. During those sessions, the City Council outlined various priorities and parameters that will aid in the development of the CIP and the FY20 budget.

TIF & Urban Renewal Reporting

Certifications for the four active TIF districts were filed with Black Hawk County prior to the December 1st deadline. The annual Urban Renewal Report was also filed with the Iowa Department of Management before the December 1st deadline.

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 report was 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 November, 51 payroll checks and 710 direct deposits were processed.
5. Capital asset additions were monitored during the month.
6. Accounts receivable were processed and 231 invoices were mailed out to customers.
7. 1,708 transactions for accounts payable were processed and approved by the City Council for payment and 580 checks were mailed out to vendors.
8. Continued to provide bookkeeping support to the Cedar Falls Community Foundation.
9. Continued to provide bookkeeping support to Sturgis Falls.
10. Staff continues to work on recordkeeping of flood related activities with regards to the 2016 Flood event which started September 21, 2016.

Benefit & Compensation Activities

1. Cafeteria benefit plan enrollment materials from Advantage Administrators were reviewed, revised, and distributed for 2019 re-enrollment and staff entered online.
2. Staff reviewed the Summary Plan Descriptions ("SPD") for the two health plans and dental plan. Minor language changes were requested and updated by Wellmark. The SPDs were finalized and submitted to the City Council and approved at the 11/19/18 meeting.

3. Health fund data for the first four months of FY19 was prepared and forwarded to Gallagher Benefit Services to provide a mid-year FY19 report and FY20 health projections. The reports were received late in November for review during December.
4. Hy-Vee Gift cards were provided to those employees who completed the first wellness challenge of the fiscal year following the November 7 Wellness Committee meeting. Discussion at the meeting included the recently completed "Know Your Numbers" challenge and the upcoming "Gratitude Attitude" challenge. A potential year-round activity based challenge was also discussed.
5. Staff continued to work with the consultant to complete the merit evaluation form and the new job classifications for all of the non-union positions.

Civil Service Commission & Employment Related Activities

1. Staff provided follow up to the October 31 Civil Service meeting and prepared for the November 14 and 28 meetings.
2. Recruitment, testing preparations, testing, list certification, backgrounds, physicals, employment offer or promotional letters, new hire meetings, departure processing, or job classification processing took place for the following FT positions: Administrative Assistant, City Engineer, Civil Engineer I & II, Golf Maintenance Supervisor, Land Surveyor, Library Director (benefit departure processing and recruitment follow-up), Maintenance Workers, Planner II, Principal Engineer, and Public Safety Officer (and related requests for information), Public Works & Parks Supervisor, and Wastewater Treatment Plant Operator I; PT positions: CSO, Engineering Interns, Library Administrative Assistant, Intern and Shelver, Maintenance Worker and reclassifications to Maintenance Worker, Office Assistant (V&T), Production Assistant, Reserve Police Officer and POC Reserve Police Officer, and seasonal positions in the Municipal Operations & Programs Departments.
3. Several FBO staff met with Arrowhead Medical Center Occupational Health Services medical staff to discuss pre-employment restrictions.

Benefits Administration & Miscellaneous Personnel Activities

1. Staff continued group benefits and wellness program training and transition of several items for the transfer of both to the City's recently hired Accountant.
2. Staff attended Ahlers employment law and Municode training, staff meetings, and a CSO hiring transition meeting.
3. United Way donation information was provided as a payroll stuffer. Returned United Way forms were forwarded to the Cedar Valley United Way.
4. Managers and Supervisors attended the annual labor and employment seminar provided by Ahlers Cooney law firm on November 15th.

**Finance and Business Operations
Information Systems Division
Monthly Report November 2018**

Software Purchase/Installation/Upgrade Activities

- Software installations included:
 - TraCS and Shieldware were installed on a PC, at Fire, for the PSO's to use.
 - Firehouse on a PC in housing.
 - LAMA was reinstalled on a Planning PC due to errors.
 - Application software on a new test server for GIS projects
 - New desktop software GIS on 4 user pc's
- Software Upgrades:
 - Updated 2 Engineering pc's with registry settings for AutoCAD
 - The TraCS database was converted from MS Access to MS SQL.

Equipment Purchase/Installation/Upgrade Activities

- Equipment purchases included:
 - 4 mini PC's for the City Hall conference rooms.
 - 32 GB of RAM for the Cable TV supervisor PC.
 - 2 UPS devices – 1 for Water Rec, another for Refuse.
 - A standing workstation was ordered for the Fire Department.
 - A new Laptop and docking station were ordered for Community Development Director
- Equipment installations included:
 - 2 Air Fiber access points were configured for point to point building access
 - 1 Air Fiber access point was installed at the Water Reclamation admin building.
 - A mini PC was installed in the Duke Young and Engineering conference room.
 - A 2nd monitor was installed for an Engineering Tech.

Project and Assistance Activities

- Agenda management software replacement
 - Went live with Planning and Zoning on November 6.
 - Trained the FBO department on Agenda Item Submission on November 14 and had them do a beta test for the November 19 City Council Meeting.
 - Trained all other users on Agenda Item submission on November 27 for the December 3 council meeting

- Prepared Training material for both City Council and Planning and Zoning Commission.
- Held City Council Work Session to inform new way to download City Council Packets November 16.

- Replacement Phone System
 - Prepared RFP to be published first week of December
 - Continue to meet with Vendors to discuss features and products in anticipation of going out for bids on a new phone system
 - Took inventory of existing phones and phone lines for RFP.

- Graphic design projects for the month included:
 - Hearst Center: winter brochure, exhibit promo materials, bookmarks, miscellaneous posters, miscellaneous printing
 - Tourism: calendar templates, file touch ups, holiday cards, trimming, miscellaneous printing
 - Other: website maintenance, no parking signs, Public Safety Facebook page, business cards, misc. printing and trimming, rec center class promos, TV slides, creating vector files for PSS logos, Currents 2019 preparations, miscellaneous design support

- Assistance Activities:
 - Yard waste pickups were downloaded, manually, due to a failed upload.
 - An admin clerk was assisted with editing CIMS backend data in order to insure we didn't have duplicate entries.
 - A video was downloaded, from YouTube, for the Fire Chief.
 - Air Fiber point to point access was tested between the Water Reclamation Admin building and City Hall.
 - A group policy object was created in order to globally add trusted sites to Microsoft Edge/Internet Explorer. This fixed internal links clicked while using Microsoft Edge.
 - 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 bro-

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

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

Problem Resolution Activities

- The Fire Department was assisted with troubleshooting network speed issues. CFU needed to replace a module, on their end, in order to get speeds back to where they needed to be.
- Our TraCS support rep was contacted about adding a new Class C felony charge to our database.
- A faulty memory stick was removed from the Streamer server, in our server room, which was keeping the server from booting.
- A Water Reclamation Supervisor PC was cleaned up due to speed issues.
- We continue to work on fixes for the Engineering Division, pertaining to connectivity with AutoCAD.
- We continue to work on pinpointing the causes(s) of network connection problems with LanLink and Outlook

Equipment Repair Activities

- The Firehouse database was repaired due to constant error messages.
- Malwarebytes was installed and ran on most city PC's to troubleshoot network issues.
- A CFU media converter battery backup device was bypassed, at the Hearst Center, because of constant beeping.
- A new charging cable was given to the Fire Department for one of their Fire Truck mobile hot spots.

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
- Two Cedar Falls School Board meetings

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

Regular production included:

- Produced 4 City News shows

- Produced 2 Sports Talk segments
 - Volleyball Recap
 - Cross Country Recap
 - Slykhuis Basketball Showcase preview
 - Football Recap
- Produced 3 CF Volleyball matches
 - State Volleyball v Waukee
 - State Volleyball v Linn-Mar
 - State Volleyball v Ankeny Centennial
- Produced 1 CF Football game
 - State Playoffs vs. Waukee
- Acquired rights to two CF Football State Playoff games
 - State Football Semifinals vs. Southeast Polk
 - State Football Championship vs. West Des Moines Dowling
- Produced 1 CF Men's Swimming meet
 - Men's Swimming vs. Iowa City West
- Recorded 1 CF Boys Sophomore Basketball game
 - CF Sophomore Boys Basketball vs. Waterloo West
- Recorded 1 CF Men's Basketball game
 - CF Men's Basketball vs. Waterloo West
- Produced 2 UNI Football games for the Panther Sports Network
 - UNI Football vs. Illinois State
 - UNI Football vs. Missouri State
- Aired 5 new Panther Sports Talk shows
- Aired 4 new Fight for Iowa shows
- Recorded 2 Serving the Valley shows
 - Leader in Me
 - ASPIRE
- Shot head shots for CF Men's & Women's Basketball
- Produced four Public Safety videos
 - Message from Mayor Jim Brown, 1
 - Message from Mayor Jim Brown, 2
 - What do they carry in the back of a Public Safety vehicle
 - Public Safety Community Support, update
- Produced 1 video featuring "Recycling Tips with Doyle"
- Produced 4 Holiday Hoopla commercials
- Shot short video for Waste Water Treatment Plant

City News

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

- Vehicle Extrication training
- Trick or Treat Downtown Recap
- Howl-O-Ween Pet Parade in Downtown

- Cedar Falls Historical Society Cemetery Walk
- Cedar River Rec Project Public meeting recap
- Flood Levee update
- Yard Waste Options/Compost site information
- University Ave Construction wraps up
- Holiday Hoopla preview
- Highway 58/Viking Road construction update
- Holiday Hoopla Kickoff event recap
- Holiday Hoopla Window Winners announced
- Santa's Workshop/Magical Lights, Magical Nights, Santa 50613 feature
- Winter Ordinance Reminders and Winter Driving Tips
- Sports: Slykhuis Basketball Showcase preview

Geographical Information Systems (GIS)

- Projects:
 - Generated report for permit values in Downtown URA for levee project
 - Created report and map for Code Enforcement rental paving inspections
 - Added year installed to approx. 8000 sanitary & storm sewer structures
- Web & Database:
 - Converted CAD drawings for P/Z & Council exhibits
 - Updated cemetery information from CIMS into SQL
 - Updated rental information from Firehouse into SQL
 - Updated building permits from LAMA into SQL
- Data Requests:
 - Provided data for sanitary sewers to CGA for Gibson property
 - Provided data for topographic information for economic development project near the West Industrial Park
- Maps:
 - Created maps for Cable TV story on Industrial Park expansion
 - Created map for closed sections of the Center St Trail project
 - Created map of UNI campus buildings for Public Safety
 - Created map of snow removal on sidewalks/benches for Public Works
 - Created map of a downtown study area for Planning
 - Created map of North Cedar development areas for Planning
 - Created maps for property acquisition on W 1st St
 - Provided maps for Public Safety for main Fire Station
 - Provided maps for EMS dispatch
 - Provided maps for new addresses issued:
 - Autumn Ridge 8th addition
- Field work:

- Collected 163 survey-grade GPS positions on sanitary and storm sewer infrastructure

Training and Staff Activities

- A Municode training session was attended.
- A Salamander card printer meeting was attended.
- A scheduling software demo was attended at the Fire Station.
- IT Manager attended Cedar Valley Leadership Institute classes.
- We used our production truck to cover the State Volleyball tournament matches featuring Cedar Falls. Using the truck greatly reduced both our set-up and tear down times, as well as eliminating post production hours on each of the matches. This made each of the broadcasts more efficient and cost effective.
- Began using Municode for archival of video for City of Cedar Falls public meetings, including Committee of the Whole, City Council and Planning & Zoning Commission meetings.
- Began using YouTube LIVE as an additional live stream of public meetings, including all Committee of the Whole, City Council and Planning & Zoning Commission meetings.
- GIS Analyst watched recorded training session on new municode software
- Attended the Eastern Iowa GIS User Group meeting
- Worked with GIS Intern to map platted easements and setbacks
- Checked GIS Intern's work for completeness and accuracy
- Met with Dell EMC to review their analysis on a Tech Review they prepared for us.
- Updated the Channel 15 stream on Cedarfalls.com website with a better quality feed.

**FINANCE & BUSINESS OPERATIONS
LEGAL SERVICES
November 2018**

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

1. **Traffic Court:**

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

Cases Set: 5

Trials Held: 3

2. **Code Enforcement:** Attention to appeal in junk vehicles matter; attention to cruelty to animals citation set for trial in December.

3. **Miscellaneous:** Review of materials for MIP defendant who requested jury trial.

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 FMLA leave issues
- e) Advise on Civil Service Commission issues

5. **RISK MANAGEMENT/CLAIMS:**

- a) Attend Risk Management Committee Meeting; provide input
- b) Update/consult with and prepare City Staff regarding pending claims/litigation, including:
 - i. workers compensation
 - ii. personal injury
 - iii. property damage
- c) Review and approve outside counsel legal fees and expenses for payment
- d) Contacts with outside legal counsel monitoring and advising on pending litigation involving the City
- e) Attention to remaining claims – University Avenue Reconstruction, Phase II
- f) Attention to Ridges detention facility litigation

6. **CONTRACTS/AGREEMENTS:**

- a) Advise & Drafting – Artesian Earthworks, LLC acquisition documents
- b) Review, Advise & Drafting—Midland Development Agreement
- c) Review & Advise— Clapsaddle consulting agreement
- d) Review & Advise—Black Hawk County 28E agreement
- e) Review & Advise—City of Waterloo 28E agreement
- f) Review & Advise—Foth Consulting amendment

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

9. **MISCELLANEOUS:**

- a) Attend Weekly Department Meetings
- b) Professional Reading-municipal and employment law resources
- c) Advise on new Iowa appellate court cases of interest to the City
- d) Advise on Open Records requests
- e) Attention to property acquisitions; draft Deeds—West 1st Street
- f) Attention to compost facility questions
- g) Attention to retainage issue—SL Baumeier
- h) Advise on IPIB complaint
- i) Develop new property damage release form
- j) Review, Advise & Drafting—Personnel Policy updates
- k) Advise on Code Enforcement issues
- l) Attention to Community Development Block Grant questions
- m) Review and Advise—Sanitary Sewer easement
- n) Additional work on Recodification

REPORT FROM COLLEEN SOLE, PERSONNEL SPECIALIST:

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

- a) The Risk Management Committee did not meet in November.
- b) Review contracts and certificates of insurance; working with legal counsel and conferring with Arthur J. Gallagher and contractor's agents.
- c) Special Events: review trails and parks rental agreements and insurance.
- d) Review and process outside legal counsel fees.
- e) Review and process claim fees and associated billing.
- f) Claims processing: worker's compensation, 411, liability, and property; work with contracted TPA Service, and work with outside legal counsel on litigation. Attend deposition of current litigated claim.
- g) Review and process unemployment claims. Attend and provide input at unemployment hearings.

11. **Personnel**

- a) Work with departments and legal counsel on disciplinary matters.
- b) Work with departments and legal counsel on various personnel issues.
- c) Review and process medical billing for pre and post-employment matters.
- d) Review of Personnel Policies with Personnel staff.
- e) Process FMLA leave and monitor non-FMLA leaves of absence.
- f) Review and advise employees on personnel policy.

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

- a) Attended Human Rights Executive Committee and Commission Meeting on November 19, 2018. Provided staff support.
- b) Four current active cases; working with ICRC toward completion of claim. Work with citizens submissions to ICRC and mediate discrimination discussions with local entity.
- c) Process complaints, provide support to citizen's jurisdictional questions, and provide staff support to Commissioners.
- d) Prepare FY18 Annual Report

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

Public Records Activity

Prepared agendas, minutes and electronic packets for two Regular City Council meetings, one Committee of the Whole, one Work session and two Council Goal Setting sessions, two Technical Review and two Planning & Zoning Commission meetings.

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

City Council adopted three (3) ordinances and forty-seven (47) resolutions during the month; staff drafted thirty-five (35) of these resolutions.

Issued the following:

- 1 Business License
- 0 Sidewalk Café permits
- 35 Pet licenses
- 5 Annual "Paw Park" permits
- 7 Cemetery Interment Rights Certificates

Issued the following Parking Permits:

- 54 Monthly Lot
- 0 Annual Lot (prorated)
- 2 Annual Senior
- 0 Monthly Construction
- 1 Daily/Guest
- 0 Annual Dumpster

Processed (6) liquor licenses, (2) wine and (2) beer permits.

Processed and issued (2) tobacco/nicotine/vapor permits.

Recorded (48) documents with the County Recorder and filed (3) property assessment liens with the County Treasurer.

Satisfied (9) requests for public records and responded to (3) requests/concerns received thru the City's on-line Service Request feature.

Assisted citizens and election officials with voter registration and polling locations for the General Election on November 6th.

Assisted with preparations for the annual City Council Goal Setting sessions.

Reviewed and submitted FY20 budget requests for the Public Records and Parking Enforcement division.

Attended Municode Agenda Management software training sessions and assisted in providing in-house training to other city staff as we implemented the new agenda management software.

Supervisory staff attended in-house Management Training at the Cedar Falls Operations & Maintenance facility.

Attended Alcohol Licensing Reform Workshops hosted by the Iowa Alcoholic Beverages Division in Ankeny, Iowa.

The unemployment rates for the month of October 2018 were 1.9% for the Waterloo-Cedar Falls Metropolitan Area, 2.4% in Iowa and 3.5% in the U.S.

Document Imaging completed

- 4 – Employee performance evaluations.
- 2 – Employee documents/personnel files.
- 28 – Miscellaneous boards, commissions & committees meeting materials.
- 32 – City Council Resolutions (#21,272-#21,303)
 - 1 – City Council meeting file.
- 24 – Community Development alpha files.
- 56 – Legal files (Attorney Moore).

FY16 Annual State TIF (Tax Increment Finance) Reports.
Departmental Monthly Reports for October 2018.
Currents Newsletter – Special Edition

Parking Enforcement

- 1,178 – Parking citations issued.
- \$ 10,078.00 – Citations paid.

Parking Collection Efforts

- \$ 1,163.00 – Collections from delinquent parking accounts.
- \$ 850.00 – Vehicle immobilizations (17 vehicles).

The public survey portion of the Downtown Parking Study received 2,678 responses. Preparations were made to facilitate the Public Workshop scheduled for December 5th at the Cedar Falls Community Center.

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

Library Activity

Usage Statistics	September 2018	October 2018	October 2017
Customer Count	17,570	17,555	19,506
Circulation	33,615	35,390	36,235
Ebooks, emagazines, and streamed videos	4,089	4,383	3,838
Downloaded music	2419	1663	1,858
Reference Service	2,164	2,201	2,242
Items Added	885	661	626
Event Attendance	1583	1,909	1,730
Computer & Wi-fi Usage	3,096	3,235	4,152

Special events in November included the following:

- Teen nights every other Friday evening after closing
- Writers of the Cedar Valley
- NaNoWriMo Write-Ins and Kickoff Party
- Game Fair
- Device Advice for seniors: 2019 Tech Trends
- LitCon
- Reading Pals, a program for kindergarten through 3rd graders to improve their reading fluency by practicing reading to a dog with Cedar Valley Pet Pals.
- Teen book club
- Youth book clubs for 3rd-4th graders, 5th-6th graders, and junior high school students.
- Cultural Literacy Series: Holiday Help for the Grieving
- November Noir: *Moonrise*
- Board game Saturday with the Friendly Meeple
- Friends book discussions

Special events were funded by the Friends of the Cedar Falls Public Library, and LitCon was funded by the Cedar Falls Community Foundation, Kathryn Ray Fund for use by the Library.

The Friends book discussions included *Carnegie's Maid* by Marie Benedict and *The Tea Girl of Hummingbird Lane* by Lisa See.

Community Center: In addition to regular weekly events for seniors, such as ceramics, cards, billiards, functional fitness sessions, and music, the Center also hosted rentals for a quilt show, bridge, several meetings, a family gathering, a volunteer event, a dinner party, and a baby shower.

**ENGINEERING DIVISION
PROJECT MONTHLY REPORT - November 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 Heights Drive Reconstruction	Street Repair	RFP for Consultant	\$6,000,000	Engineering Division
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	Final Out Remains	\$3,800,000	Engineering Division SM Hentges
2018 Permeable Alley	Storm Water	Final Out Remains	\$68,000	Engineering Division Bentons
Mandalay Slope Repair	Storm Water	Final Out Remains	\$107,000	Engineering Division S.L. Baumeier
2018 Sidewalk Assessment	Sidewalk	Construction Underway	\$38,924	Engineering Division Feldman Concrete
2018 Public Sidewalk and Pedestrian Trail Improvement Project	Sidewalk/Trails	Construction Underway	\$122,878	Engineering Division Feldman Concrete
Center Street Trail	Trails	Construction Underway	\$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	Final Out Remains	\$5,100,000	Engineering Division AECOM
Highway 58 Corridor Study	Study and Design Greenhill Road to HWY 20	Construction Underway	\$2,500,000	IDOT/AECOM Engineering Division
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	Final Out Remains	\$3,500,000	Engineering Division Foth
W. 1st Street Reconstruction	Reconstruction	Final Design	\$6,500,000	Engineering Division Snyder & Associates

**ENGINEERING DIVISION
SUBDIVISION MONTHLY REPORT - November 2018**

<i>Project</i>	<i>Description</i>	<i>Status</i>	<i>Budget</i>	<i>Contractor/ Developer</i>
Autumn Ridge 8th Addition	New Subdivision	Acceptance of Improvements Remain	-----	BNKD Inc. Shoff Engineering
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	Final Out Remains	-----	Cedar Falls Schools Hall and Hall
Park Ridge Estates	New Subdivision	Under Review		Brian Wingert CGA
Prairie Winds 4th Addition	New Subdivision	Construction Underway	-----	Brian Wingert CGA
Prairie Winds 5th Addition	New Subdivision	Under Review	-----	Brian Wingert CGA
River Place Addition	New Subdivision	Construction Underway	-----	Kittrell/AECOM
Sands Addition	New Subdivision	Construction Underway	-----	Jim Sands/VJ
The Arbors Fourth Addition	New Subdivision	Under Review	-----	Skogman/CGA
Western Homes 7th Addition	New Subdivision	Under Review - Grading Approved	-----	Claassen
Wild Horse 4th Addition	New Subdivision	Under Construction	-----	Skogman/CGA

**ENGINEERING DIVISION
COMMERCIAL CONSTRUCTION MONTHLY REPORT - November 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	-----	Dollys 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
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
Standard Distributing Co. Building Addition	317 Savannah Park Road	Approved	Approved	Casady Engineering, Inc.	Active
Henry Property	Ridgeway Ave.	Under Review	Under Review		Active

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

<i>Project</i>	<i>Description</i>	<i>SWPPP Status</i>	<i>Detention Calcs Status</i>	<i>Developer/ Engineer</i>	<i>Project Status</i>
Redeemer Church	815 Orchard Drive	Approved	Approved	VJ Engineering	Active
200 West 1st Street	200 W. 1st Street	Approved	Approved	Arabella, LLC	Active
Test America	3019 Venture Way	Approved	Approved	FN Investors, LLC	Active
Threads	6601 Development Dr.	Approved	Approved	ACOH, LLC	Active
Rabo Agrifinance	1402 Technology Pkwy.	Under Review	Under Review	Fehr Graham Engineering	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	Approved	Skogman/CGA	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:

Nov-18

Total for Month \$7,682,829.00
 Total for Fiscal Year \$45,856,692.00
 Total Same Month - LAST YEAR \$3,352,817.00
 Total for Fiscal Year - LAST YEAR \$52,649,279.00

Construction Type	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Single Family New Construction	9	0	\$2,417,295.00	\$19,737.00	54	0	\$14,593,268.00	\$120,160.60
Multi-Family New Construction								
Res Additions and Alterations	78	0	\$552,665.00	\$10,896.00	548	0	\$5,239,363.00	\$92,096.25
Res Garages	2	0	\$79,877.00	\$926.50	39	0	\$501,725.00	\$9,046.75
Commercial/Industrial New Construction					5	0	\$14,665,400.00	\$71,297.50
Commercial/Industrial Additions and Alterations	3	0	\$4,610,485.00	\$22,827.90	59	0	\$10,726,669.00	\$72,014.02
Commercial/Industrial Garages	1	0	\$22,507.00	\$399.00	1	0	\$22,507.00	\$399.00
Churches					1	0	\$3,840.00	\$125.00
Institutional, Schools, Public, and Utility					5	0	\$103,920.00	\$0.00
Agricultural/Vacant								
Plan Review	2	0	\$0.00	\$13,601.00	37	0	\$0.00	\$84,037.25
Total	95	0	\$7,682,829.00	\$68,387.40	749	0	\$45,856,692.00	\$449,176.37

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

Nov-18

Construction Type	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Electrical	47	0	\$0.00	\$4,942.70	356	0	\$0.00	\$41,813.20
Mechanical	78	0	\$0.00	\$6,335.00	411	0	\$0.00	\$37,648.25
Plumbing	65	0	\$0.00	\$4,698.00	377	0	\$0.00	\$42,433.50
Refrigeration					2	0	\$0.00	\$310.00
Total	190			\$15,975.70	1146			\$122,204.95

Constructor Registrations	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Electrical						3	\$0.00	\$150.00
Mechanical	1	0	\$0.00	\$0.00		4	\$0.00	\$450.00
Plumbing	1	0	\$0.00	\$150.00		3	\$0.00	\$300.00
Refrigeration								
Total	2			\$150.00	10			\$900.00

Building Totals	95	0	\$7,682,829.00	\$68,387.40	749	0	\$45,856,692.00	\$449,176.37
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Grand Total	287	0	\$7,682,829.00	\$84,513.10	1905	0	\$45,856,692.00	\$572,281.32
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**PLANNING & COMMUNITY SERVICES DIVISION
MONTHLY REPORT
November 2018**

MONTHLY MEETINGS:

Planning & Zoning Commission – A meeting was held on November 14th and November 28th. The following items were considered.

Owner/Applicant	Project	Request	Action Taken
Wingert Development	North end of Lakeshore Drive – Park Ridge Estates	Preliminary Plat	Approved
Lark Brewing – Darin Beck	Central Business District Design Review – 312 Main Street	Install overhead garage door on the back of the building	Approved
Icon Donut – Kyle Dehmlow	College Hill District Design Review – 917 W. 23 rd Street	New awnings and projecting sign	Approved
Rabo AgriFinance - Six Kids LLC	Business Research District Site Plan Review – Rabo AgriFinance	Site plan review for a new commercial building	Approved
Panther Farms	Rezoning 40 acres – north end of Arbors Drive and west end of Richard Road	Rezoning A-1 to R-1	Approved
Tea Cellar – Justeen Hill	Central Business District Design Review – 209 State Street	New awnings and wall sign	Approved
HI YIELD, LLC	PC-2 District Site Plan Review – 936 Viking Road Outbuilding #1	Site plan review for a new commercial building	Approved
CV Commercial LLC	College Hill District Design Review – 2119 College Street	Site plan review for a new mixed use building	Discussion Only

Group Rental Committee – Held a regular meeting on November 20th, 2018.

Ted & Britt Mikels	822 W. 1st Street	New rental for an occupancy of three(3) individuals aged 18 years or older	Approved for an occupancy of two (2) individuals aged 18 years or older
Nikki Wilson (JW Rentals, LLC)	245 Clark Drive	New rental for an occupancy of four (4) individuals aged 18 years or older	Approved for an occupancy of four (4) individuals aged 18 years or older
Wesley Owen	2215 Tremont Street	New rental for an occupancy of four (4) individuals aged 18 years or older	Approved for an occupancy of four (4) individuals aged 18 years or older
Mike Langreck	3515 Carlton Drive	New rental for an occupancy of four (4) individuals aged 18 years or older	Approved for an occupancy of four (4) individuals aged 18 years or older
Brian Wingert	2209 Iowa Street	New rental for an occupancy of five (5) individuals aged 18 years or older	Approved for an occupancy of four (4) individuals aged 18 years or older

Board of Rental Housing Appeals – No meeting in November.

Board of Adjustment – No meeting in November.

Other Commissions, Board Meetings & Staff Liaison Responsibilities:

	Date	Notes/Actions
Historic Preservation Commission	11/14/18	No quorum. No meeting in November.
Housing Commission	11/27/18	Scheduling of Community Focus Groups and Survey for Consolidated Plan. Approval of 2016/17 CAPER. Recommendation to approve 1509 Main St for rehab work.
Community Main Street Design Committee	No meeting	
Bicycle and Pedestrian Advisory Committee	11/6/18	Bike ordinance review, trail concerns and 2018 annual report.

Metropolitan Transportation Technical Committee	11/8/18	Adopted the 2045 Long Range Transportation Plan.
MET Transit Board	No meeting	
Wellness Committee	11/7/18	Reviewed survey results with Wellmark Representative
North Cedar Neighborhood Association	11/12/18	Update on Center Street trail project. Project underway, but will not be completed until spring 2019. Finishing up items before winter.
College Hill Partnership	11/13/18	Discussed proposed changes to membership dues, schedule of holiday events. CHP hosted a public forum on future vision for Seerley Park on 11/17. Will begin reaching out to property owners regarding renewal of the SSMID.

ECONOMIC DEVELOPMENT:

- November 5, 2018 City Council approved purchase offer with Rieger family to purchase 126 acres of farm ground in order to expand the City’s West Viking Road Industrial Park.
- November 19, 2018 City Council approved purchase offer with Artesian Earthworks, LLC to purchase 74 acres of farm ground in order to expand the City’s West Viking Road Industrial Park.
- Staff interviewed top 5 consultants for the Gibson Property Master Planning Services Project, and selected consultant and is currently negotiating a contract.
- Met with businesses in the Industrial Park to discuss their business operations.
- City Council set the date of public hearing for Amendment No. 5 to the Unified Highway 58 Corridor Urban Renewal Plan to add areas of land and to modify existing project budgets.
- City Council set the date of public hearing for Amendment No. 5 to the Downtown Urban Renewal Plan to add a project to the plan.
- Working with a company on a potential new building in the Northern Cedar Falls Industrial Park.
- Proposals received for Downtown Visioning & Zoning Code Update and were reviewed and ranked by a staff committee.

PLANNING SERVICES:

- 300 Citizen inquiries and staff responses with information/assistance.
- 36 land use permits were issued.

Number of Rental Inquiries: 30

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	26	
Incomplete Cases	9	35.0%
Completed Cases	17	65.0%
		100.0%
Description of Issue	Amount	
Front and Side Yard Parking	0	
Brush Piles/Vegetation	0	
Garbage container at street curb	1	
Items at the Street Curb	0	
Junk/unlicensed vehicle	8	
Illegal Storage of Trash/Materials on Property	3	
Property/Building Maintenance	8	
Sump Pump	4	
Rental Paving	1	
Signs in the ROW	0	
Animal control	1	
Tall grass and weeds	0	
Total	26	

Landlord Accountability Ordinance:

- 8 rental properties.
- 5 properties issued citations/points.

OTHER PROJECTS FOR NOVEMBER INCLUDED:

- A final paving reminder was sent to the relevant landlords with paving deadlines in December and January 2018.
- Postcards were sent out to remind relevant landlords of their December 2019 paving deadline.
- Rental Paving Enforcement process revisited. Integration into LAMA explored.
- W. 1st Street reconstruction continues with final design and the right of way portion of the project.
- New Historic Preservation Commission member appointed, Meridith Main.
- Asbestos testing on flood buyout property at 2703 Timothy Street.

CDBG

- CAPER16 approved by the Commission

Programs:

- **CDBG**

- Monthly required reporting and reimbursement requests are ongoing.

Housing Rehabilitation Grants 3 Property under construction
1 Properties in pipeline
2 Property complete
0 Applications received

Emergency Grants 0 Property under construction
0 Property in bidding
0 Property in pipeline
1 Application received
3 Projects completed

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	349	HAP Payments	\$ 86,034
New Applications Taken	0	Utility Payments	\$ 1,065
Units under Contract	215		
Total Vouchers Available	326*		
Lease Up Goal	240**		
Initial Vouchers Issued	8		
Mover Vouchers Issued	1		

Citizen Contacts/Appointments: A total of 42 appointments were made and 146 citizen/client contacts were addressed. Appointments included:

- 11 Annual Recertification
- 8 Vouchers Issued
- 7 New Admission
- 6 Interim Income changes
- 2 Port In/Out
- 8 Other

HQS Inspections: 21 Inspections were completed.

End of Participation: 2 clients ended participation. (1 for non-compliance and 1 voluntary).

Other:

- 20 additional applicants from the Waiting List were sent letters notifying them that their name had come to the top of the List. There are currently 19 vouchers open and these households are actively seeking housing.

**Amount of Vouchers HUD authorizes*

*** Lease up goal based on available funding*

Add A Dollar Report

During the month of November, there were no applications for Add a Dollar received. This is because families in need of assistance are eligible to receive help through the Energy Assistance Program, starting in November.

**COMMUNITY DEVELOPMENT
WATER RECLAMATION/SEWER DIVISION
MONTHLY REPORT - NOVEMBER 2018**

PLANT OPERATIONS

Plant performance for November was very good with all permit requirements being met.

Annual whole effluent toxicity testing was conducted on November 12th. This once a year test required by the Department of Natural Resources involves a series of biological tests designed to detect trace levels of toxic chemicals and check their impact on representative species of aquatic organisms. Results were received showing that we passed the tests with no toxicity detected.

The ultraviolet disinfection process is not required after November 15th. We began the shutdown of the system the week of the 19th. During the winter months needed repairs are made and maintenance is conducted in preparation for a March startup.

Late on Thursday, November 29th, we were notified that a line that crossed the ravine between Minnetonka Drive and Oak Park Boulevard had collapsed and was not collecting water. Our crews were dispatched and vacuumed as much water as possible from an upstream manhole while a temporary fix was installed. The repairs were made by late Friday and flow was resumed. This repair should work until a permanent repair can be designed and constructed in the upcoming months.

PROJECTS

Our lining contractor is back in the city grouting services on mains that were sliplined earlier this year. This is an effort to reduce infiltration of groundwater into our pipes and reduce the potential for overloading the collection system, which can lead to overflows.

BIOSOLIDS

We were able to deliver 168,000 gallons of liquid biosolids to fertilize local area farm fields during the month. An additional 90,000 gallons of material were processed through the belt filter press.

There were 8.5 tons of gritty, inorganic materials hauled to the landfill during October.

INDUSTRIAL WASTE PRETREATMENT PROGRAM

Annual scheduled inspections were conducted and the UNI power plant and at Viking Pump. No violations were found.

SEWER COLLECTION SYSTEM - CALLS AND SERVICE

We received 339 sewer locate requests from the Iowa One Call system, 111 of which were pertinent and required markings by our field staff.

There were two sewer service calls received in November, none of which involved a problem in the city's main or a sanitary sewer overflow. There was one lift station alarm call for the month.

Crews cleaned 4,200 feet of sanitary sewer lines in November. This brings our total mileage for the year to 33.7.

We inspected 1,593 feet of sanitary sewer lines with our televising unit. This brings our total mileage for the year to 8.9.

STAFFING ISSUES

We had a recent opening for a full time Maintenance Worker in our division. After an interview process we hired part time Maintenance Worker Ted Timson. His start date for FT was the 26th.

With an opening for an Operator at the treatment plant we have been working to get approval of our testing mechanisms and begin the interview process. We hope to have this completed in December.

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

PARK

- Performed routine cleanup duties at Paw Park.
- Performed routine restroom stocking and shelter cleanup duties.
- Removed and covered up graffiti.
- Cleaned truck storage areas and shuttled equipment from 606 and 2200 facilities for winter storage preparations.
- Performed cleaning of all of the Recreational Trails.
- Removed algae from rec trails with bleach and chlorine.
- Completed some dirt work at Orchard Hill Park.
- Maintenance was completed on winter snow equipment.
- Installed road block at Tondro/Pray BMX Park and drive entrance off Independence.
- Installed new memorial bench at Big Woods Lake North side trail & Replaced planks on trail bench on 18th St.
- Finished up all bathroom winterization.
- Continued with stump removals.
- Ground, cleaned, filled and seeded stumps. (Approximately 250)
- Completed some prep work for Place to Play Park.
- Shovel and salt city facilities after snow fall event.
- Removed boat docks from Island Park and Big Woods Lake.
- Ground tree brush pile from golf course storage bin.
- Planted memorial tree in Pfeiffer Park.
- Installed ice rink at Gateway Park.
- Started work for new Vets Park sign project.

ARBORIST

- Ash Street trees removals. (24 total)
- Other street tree removals. (8 total)
- Some routine trimming and hanger removals from multiple locations. (7 total)
- Routine cleaning and maintenance of arborist equipment.
- Finished up cleaning planting beds and planted winter bulbs.

CEMETERY STAFF

- Performed regular grave openings/closings and assistance with funerals.
- Weekly mowing and trimming of all three cemeteries.
- Mulched leaves in all three cemeteries and some city parks.
- Picked up down limbs in the cemeteries.
- Picked up all garbage, garbage cans, and dead flowers in the cemetery.
- Cut back low hanging branches along the recreational trails.
- Staff sharpened and swapped out mower blades.
- Continued shuttling equipment around and making winter preparations including putting out orange marker stakes for plowing.

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

RESIDENTIAL SOLID WASTE COLLECTION

The automated units collected a total of 685.64 tons of solid waste during the month of November. The 152 loads required 331.50 man-hours to complete, equating to 2.07 tons per man-hour. The automated units used 1,357.18 gallons of low sulfur diesel fuel during the month.

PARKS GARBAGE ROUTE

The automated park garbage truck collected a total of 0.71 tons of solid waste during the month. The 6 loads required 36.00 man-hours to complete, equating to 0.02 tons per man-hour. The automated unit used 53.81 gallons of low sulfur diesel fuel during the month.

CONTAINER ROUTE

The container route crew collected Twenty (20) loads of refuse for the month. The containers totaled 29.79 tons and required 86.00 man-hours to complete. This operation yielded 0.35 tons per man-hour. The semi-automated collection totaled 20.16 tons and required 69.00 man-hours to complete. This operation yielded 0.29 tons per man-hour.

The total number of November container dumps was 763. Sixteen percent (16.25%) or 124 of these dumps, were for non-revenue bearing accounts.

The container route truck used 300.54 gallons of low sulfur diesel fuel during the month.

LARGE ITEM COLLECTION

Refuse personnel made 111 large item stops during the month and collected 5.12 tons. This required 40.00 man-hours to complete and equates to 0.13 tons per man-hour. Thirty-one (31) Appliances, One (1) Tire, and Twelve (12) Televisions were collected this month.

RESIDENTIAL YARD WASTE COLLECTION

Refuse crews collected 132.14 tons of yard waste curbside this month. The 56 loads required 223.20 man-hours to complete, equating to 0.61 tons per man-hour.

There are currently 7,779 yard waste accounts throughout the city.

3,645 yard waste carts were picked up this month.

The Automated yard waste collection trucks used 698.86 gallons of low sulfur diesel fuel during the month.

TRANSFER STATION SOLID WASTE

The Transfer Station's trucks hauled 68 loads of solid waste to the Black Hawk County Landfill totaling 950.64 tons.

The Transfer Station accepted 209.22 tons of commercial and residential solid waste this month.

215 appliances, 213 tires, 113 television sets, and 16 computer monitors were received at the Transfer Station for the month.

Four (4) Bag Tags were purchased this month.

The Transfer Station's trucks used a total of 547.99 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 3.95 tons of commercial and residential yard waste this month.

Refuse crews hauled 92.62 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 November:

Tin (Baled)	2.83 tons
Plastic (non-baled)	
Plastic (Baled)	13.21 tons
Cardboard (non-baled)	
Cardboard (Baled)	48.17 tons
Newspaper/Magazines (non-baled)	
Newspaper/Magazines (Baled)	30.81 tons
Phone Books	
Books/Flyers	
Office Paper	2.41 tons
Plastic Bags	0.93 tons
Styrofoam	1.31 tons
Other Items Recycled for the month	
Appliances	16.60 tons
E-Waste	5.58 tons
Glass	50.67 tons
Scrap Metal	23.40 tons
Shingles	34.02 tons
Tires	4.12 tons

Revenue generated by the Recycling Center for November was \$3,059.10.

UNI RECYCLING SUBSTATION

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

Plastics #1-7	2.70 tons
Cardboard	9.48 tons
Newspaper	7.00 tons
Tin	0.71 tons
Glass	2.04 tons
Plastic Bags	0.41 tons
Office Paper	1.43 tons
Styrofoam	0.18 tons
Total	23.95 tons

FAREWAY RECYCLING SUBSTATION

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

Plastic #1-7	7.64 tons
Cardboard	15.20 tons
Newspaper	10.17 tons
Tin	0.83 tons
Glass	2.30 tons
Total	36.14 tons

GREENHILL VILLAGE RECYCLING SUBSTATION

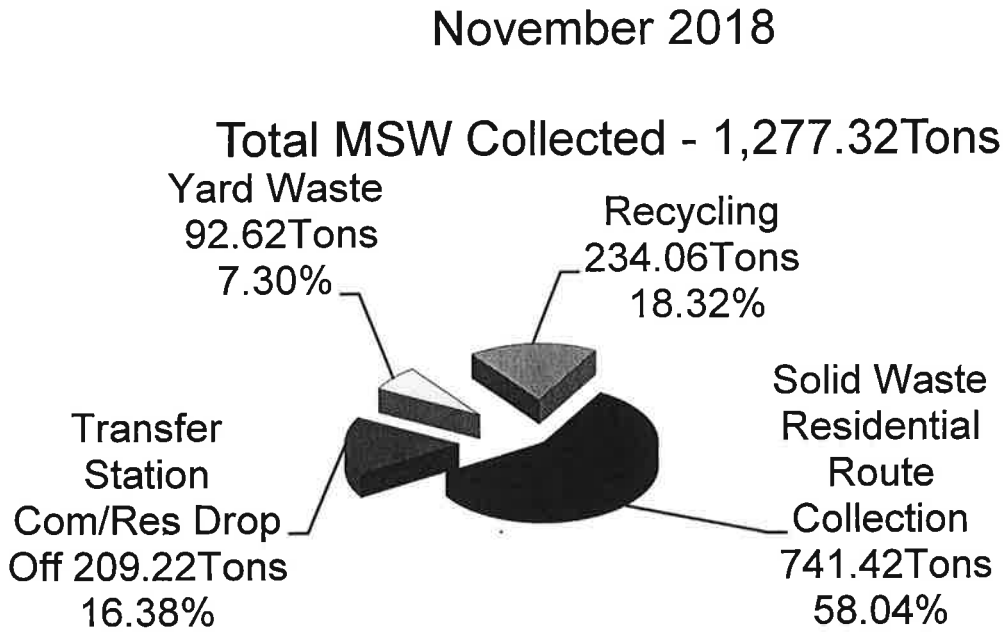
The Greenhill Village Recycling Substation received the following quantities of recyclables for the month of November.

Plastic #1-7:	2.47 tons
Cardboard	13.63 tons
Newspaper	5.86 tons
Office Paper	1.49 tons
Plastic Bags	0.00 tons
Tin	0.99 tons
Glass	1.93 tons
Styrofoam	0.35 tons
Total	26.72 tons

MONTHLY TOTALS

Municipal Solid Waste figures for the City of Cedar Falls:

The total waste collected by the City of Cedar Falls and hauled to the Black Hawk County Landfill, and to City Carton including Solid Waste, Yard Waste, and Recycling was 1,277.32 tons. The following pie chart is a representation of the Municipal Solid Waste figures for the month of November 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 NOVEMBER 2018**

COMPOST FACILITY

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

OUTSIDE SECTION ASSISTANCE

- Provided assistance in the fleet maintenance facility.
- Assisted with solid waste and yard waste collection.
- Provided assistance with EAB tree removal.

STREET & ALLEY MAINTENANCE

- Streets were swept on a routine basis as weather permitted.
- Potholes were filled with asphalt hot mix or with the Dura-Patch spray patch machine. (the asphalt plant closed in late November)
- Alleys & road shoulders were graded as needed during the month.
- Repaired a CFU patch at 310 E. 4th Street.

SANITARY & STORM SEWER MAINTENANCE

- Replaced failed sanitary sewer box-outs.
- Reconstructed a storm sewer catch basin.

CEDAR RIVER DAM

- The river level was monitored and normal operational procedures were followed during fluctuating water levels.

ICE & SNOW CONTROL

- Erected snow fence at pre-determined locations to minimize drifting.
- Set out and filled sand barrels at pre-determined locations.
- Continued general winter weather pre-season readiness activities.
- The season's first adverse weather event arrived on the 9th. Salt was applied to streets to mitigate slippery conditions. An additional event was addressed in the same manner.
- Manufactured salt brine to replenish supplies.
- Replaced damaged shingles on the salt dome at 1500 Bluff Street.
- Mounted flush tanks on the salt brine application trailers.

MISCELLANEOUS TASKS

- Vacuumed leaves from residential properties at numerous locations. This is a call-in request service.

SPECIAL EVENTS:

- Placed traffic control for the Iowa High School Football play-off activities.
- Placed traffic control for "Holiday Hoopla" on Main Street.

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

- 121 traffic control signs were repaired.
- Made 32 labels for vehicle maintenance.
- Fabricated 12 signs for various applications.
- Traffic operations completed 11 One Call utility locates.
- Completed 7 minor repairs or upgrades to different signalized intersections.
- Traffic personnel assisted building maintenance with 15 minor tasks.
- Traffic operations responded to 3 separate outdoor emergency siren service calls.
- Delivered building supplies and completed recycling task at city facilities.
- Added one vehicle detection sensor to the intersection of Eric Rd and Hudson Rd.
- Installed temporary receptacles for holiday lighting on Main Street.
- A permanent receptacle for holiday lighting was also heavily damaged and repaired.
- Upgraded the electrical service at 1st and Main St to accommodate the new lighting for the flood wall project. A photocell controlled lighting contactor was also added.
- Traffic Operations pulled wire and made terminations for additional vehicle detection at the intersection of Prairie Pkwy and Greenhill Rd. The new detection should be active in December.
- Provided a programmed controller and MMU for the Andrea/Viking intersection.
- Assisted Foth Engineering with numerous traffic signal issues at the intersection of 58 and Viking Rd.
- A Pedestrian push button pole was knocked down after hours and replaced.
- Traffic operations continued work on a city wide sign improvement project, with the goal to replace excessively faded signs. This month 65 signs were replaced. A majority of the signs were replaced on Rownd St, and Orchard Dr.
- One full time employee of Traffic Operations attended a management training seminar.

**DEPARTMENT OF MUNICIPAL OPERATIONS & PROGRAMS
FLEET MAINTENANCE SECTION
MONTHLY REPORT FOR NOVEMBER**

The Fleet Maintenance Section processed 147 work orders during the month of November 10 of them were either sent out or done by staff from other sections.

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

6,222.023 Gallons of Ethanol

7,218.268 Gallons of low sulfur diesel fuel

The total amount of fuel pumped for the month of November was 13,440.291 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

240: Replaced hoist hose and plow raise hoses.

266: Installed 5100ex retro fit and repaired wiring to the body control module.

268: Replaced starter.

293: Replaced conveyor motor and tightened conveyor belt.

261: Replaced rear brakes and new auger motor.

294: Replaced failed turbo, removed and cleaned intercooler and installed strobe lights.

Refuse Section

340: Repaired cart reader panel.

341: Remanufactured transmission was installed at Harrisons.

334: Replaced starter.

342: Installed new quick release air valves on pack panel hydraulic valve.

351: Repaired power supply to the 2 way radio and AVL.

Parks/Cemetery/Rec Section

2108: Replaced battery and fixed abs fault.

2187: Replaced high idle relay.

2301: Replaced upper control arms, tie rod ends, tires, rear brakes and alignment.

2198: Replaced conveyor chain and sprockets.

Fire Division

FDP511: Repaired wiring for pressure setting on pump, fixed air horn and ordered plastic slides for ladder.

FD501: Took truck Beyer motorsports for new fuel injectors.

Police Division

PD02: Replaced engine belts and installed new gun mount.

PD04: Installed new seat buckle assembly.

PD08: Replaced front tires and installed snow tires on rear of car.

PD18: Engine cooling fans were replaced with new.

PD14: Keltek removed old equipment and Stiver's delivered new car.

Community Development

412: Installed new body mount on front right of truck.

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

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 for DST and heat settings.
- Delivered janitorial supplies.
- Set out salt and shovels.
- Cleaned urinal drains.
- Adjusted air vents for comfort.
- Replaced bad thermostat.
- Repaired heat pump in PS Admin offices.
- Removed emergency sigh from wall. Repaired wall and painted.
- Repaired emergency light batteries.
- Repaired front door, report of not shutting completely.

COMMUNITY CENTER

- Completed cleaning inspections of facility.
- Completed pest control services.
- Replaced dirty HVAC filters.
- Replaced bad light bulbs and ballasts.
- Delivered janitorial supplies.
- Set out salt and shovels
- Troubleshoot operation of Kiln, ordered new control board.
- Repaired table legs.
- Repaired casters on cart.

FIRE DEPARTMENT

- Delivered janitorial supplies.
- Rekeyed office door and file cabinets for PSO office.

HEARST CENTER

- Completed cleaning inspections of facility.
- Completed recycling services.
- Replaced dirty HVAC filters.
- Replaced bad light bulbs and ballasts.
- Delivered janitorial supplies.
- Set out salt and shovels.

HEARST RENTAL

- Repaired water heater.
- Checked furnace and filter.

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.
- Set out salt and shovels
- Repaired sink in youth area.
- Replaced belts on air handler.
- Installed weather stripping on 5th street door.
- Located for temporary yard sign, installed post and sign and removed after event.
- Investigated leak in ceiling and replaced tiles.

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. Radiant floor sensor was malfunctioning. Reset sensor, cleared alarms.
- Replaced bad light bulbs.
- Replaced bad light ballasts.

- Delivered janitorial supplies.
- Cleaned restrooms at 1500 Bluff and restocked supplies.
- Replaced belts on ERV #1 over offices.
- Checked furnaces and thermostats in storage buildings, Pheasant Ridge, 606 Union.
- Investigated high water usage. Discovered chlorine analyzer consuming large amounts of water and contacted CFU for repair and credit to billing.
- Set out salt and shovels
- Replaced thermostat on unit below transfer station.
- Troubleshoot mechanical system alarms. Heat exchangers were dirty and frozen, changed heat exchangers and reset systems.
- Troubleshoot furnace at transfer station and ordered new ignition control module.
- Replaced door closer on transfer station front door.

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.
- Set out salt and shovels
- Removed old caulk from locker room showers and steam rooms.
- Re grouted and caulked locker room showers and steam rooms.
- Disassembled steam room generator. Cleaned out lime, replaced heating elements, safety valve, drain valve and timer.
- Removed panic bar from steam room door and replaced.
- Repaired faucet in men's locker room.
- Cleaned debris from roof scuppers.
- Cleaned dryer vent.
- Installed hangers for mats in exercise room.
- Repaired flashing light in racquetball court. Upgraded fixture to LED.
- Installed CO2 sensors in fit gym and exercise room.

TRAFFIC OPERATIONS

- Assisted with signage repair and locates.
- Assisted with installation of holiday lighting repair.

VISITORS CENTER

- Completed cleaning inspection of facility.
- Completed pest control services.
- Completed recycling services.
- Replaced bad light bulbs.
- Delivered janitorial supplies.
- Set out salt and shovels
- Repaired counter top in kitchen.
- Repaired blinds in lobby.

**RECREATION & COMMUNITY PROGRAMS DIVISION
November 2018 Monthly Report**

- **Youth Programs**
 - Programs ending this past month included Tumbling for those 3 thru Kindergarten.
 - Programs still being held include basketball for Kindergarten, 1st and 2nd grade girls, 3rd and 4th grade boys, Indoor Park.
- **Adult Programs**
 - Programs still being held include Volleyball Leagues, Basketball Leagues, Dodgeball League, drop-in Pickle Ball games, over 60 adult exercise class are offered each week, 8 different Lap Swim times offered each week,
 - Programs starting in November included Racquetball Leagues, new classes of Cardio Cycling, Circuit Weight Training, Rock-On.
- **Rec Center**
 - Fitness class have gone well with no issues with over 2,800 patron participating
 - Hiring new staff to work the front desk replacing those who will be leaving
 - Pickle Ball continues to be very popular as we have expanded playing time from 3 hours each day on Monday, Wednesday & Friday to include 2 hours on Tuesday and Thursday as well. We often have 8 or more players waiting their turn and watching 3 games of doubles or 12 others playing.
- Staff has been busy working on the programs and services to be offered during the Spring of the year
- Staff completed working on the FY20 budget request that has been sent to City Hall.
- Staff has finalized their recommendation for any possible fee increases. This information will be presented to the Park & Rec Commission in December for review before going to council for approval.
- Falls Aquatic Center - Staff has been working on:
 - Ordering new inner tubes for next summer
 - Ordering lounge chairs
 - Finishing winterizing projects like taking all equipment to PW to be serviced, tuned up, inspected, fixed, sharpened and etc.
 - Doing inventory on all smaller ticket items used over the summer and placing orders to make sure we have then in April
- Staff has been working on a request for performance for a company to survey the community to find out what future needs might be. This information will help guide staff in years to come on what should be done to upgrade the current facility and what if any expansion needs might be foreseen or recommended. Staff realizes and has requested that locker rooms be remodeled as soon as possible. All in an effort to keep our facility competitive in the metro area.

Respectfully submitted,

Bruce Verink
Recreation Division Manager

RECREATION & COMMUNITY PROGRAMS DIVISION Usage For November 2018

Members using the Facility	12,362	Thanksgiving Day Activities	284
Non-Members using the Facility	1,297	Pickleball	259
Child Care	112	Racquetball/Wallyball Hrs.	69
Aerobics	1,106	Racquetball League	88
Circuit Weight Training	80	Massages	63
Exercise Trial	78	Meeting/Tours/Rentals	860
Cardio Cycling	541	Birthday Party Bonanza	60
Yoga	800	Indoor Park	436
Rock On	114	Tumbling	72
Zumba	132	Youth Basketball	360
Personal Trainers	208	Steam Room Usage	604
Pound	29	Back Room Dance	48
		TOTAL	20,033

Recreation and Community Center Revenues

Resident Memberships Sold		Punch Cards	
12 th Grade & Under	11	12 th Grade & Under	0
Adult	62	Adult	10
Senior Citizen	18	Senior Citizen	2
Family Pass	89	Child Care	0
Corporate Family	1	Racquetball	4
Corporate Individual	0	Towel	13
Towel Usage	621		
Credit Card Usage	\$33,740.75	Leisure Link Registration	\$1,110.00
Daily Fees			
Admission	\$7,734.00	Racquetball	\$50.00
Child Care	\$17.50	Exercise Tryout	\$390.00
Towels	\$45.00		

Swimming Pool Passes (Winter)

Family	34
Individual	46
Youth & Senior	6

Fitness Passes Sold

1-Month	12
4-Month	3

Youth Programs

Youth Basketball	
Kindergarten	216
1 st & 2 nd Grade Girls	144
3 rd & 4 th Grade Boys	192

Swim Club	999
Pool Parties	151
Scuba	12

Adult Programs

Pickleball	259
Dodgeball	112

Volleyball Leagues	1,106
Adult Basketball	288

Recreational & Lap Swim

Rentals

Pool Parties	5
Beach House	0
Recreation Center	14

Shelters	1
Equipment	0
Gateway Celebration Shelter	0

CEDAR FALLS RECREATION & COMMUNITY PROGRAMS
November-18

ADULT EXERCISE

Circuit Weight Training	
T-Th 4:30 pm	11
TOTAL	11

Cycling	
M-W-F 8:00 am	8
TOTAL	8

Rock On!	
M-W-F 5:30 am	8

TOTAL ADULT EXERCISE	27
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ADULT SPORTS

Adult Men's Basketball	14
Pickleball T-Th 5:30 am	10
TOTAL ADULT SPORTS	24

CEDAR FALLS TOURISM & VISITORS BUREAU
Monthly Report
November 2018



Projects:

- We worked with the Courier and Experience Waterloo to approve final layout of 2019 Cedar Falls/Waterloo Visitor Guide.
- Met with representatives from the Gallagher-Bluedorn Performing Arts Center and Community Main Street to explore bringing a summer concert to the community
- Sponsored board breakfasts at the Hilton Garden and staffed hospitality table at the UNI-Dome for Iowa High School Football Playoffs.
- Showcased at Travel Iowa Marketplace in Pella to meet with 40 group tour planners.
- Partnered with the Cedar Falls Historical Society and Hilton Garden Inn on this project.
- Leading effort to host inaugural Cedar Valley Non-Profit Draft Day to recruit volunteers for events and attractions.
- Assisted with plans for Future Ready Cedar Valley Summit although, due to a scheduling conflict, I was unable to attend.
- Met with other members of the Iowa Destination Marketing Alliance in Ames to continue to work toward reorganization of state-wide tourism related non-profits to conserve resources and improve our impact.
- Visitors and Tourism Board recommended distributing FY20 Community Betterment grants to Beau's Beautiful Blessings for construction of an inclusive play park, Cedar Falls Community Theatre for enhancement of backstage area, Cedar Falls Historical Society for development of their new building at 315 Clay Street, HusomeStrong Foundation to help purchase an adaptive golf card, Volunteer Center of the Cedar Valley to assist with Partners in Volunteerism, and the wcf-symphony to assist with educational programming for Cedar Valley youth. The board also awarded a Marketing and Tourism Development grant to FIRST Robotics Iowa Regional event.
- Drafted FY20 budget requests.
- Worked with Department Directors and Brenda Balvanz to gain approval to replace Vicki Bailey, who will be retiring at the end of next month. Her 20 hour/week position will be replaced with a 29 hour/week person to help with calendar of event duties Vicki performed and to help with meeting and convention recruitment.
- Continuing work to set up a new online calendar of events.
- Continuing work to update a points-of-interest map.
- Continuing work to update a facilities guide.

Highlights from Becky Wagner:

- Recruited volunteers to staff hospitality table at UNI Family Weekend.
- Providing activities for a corporate overnight in February 2019.
- Putting a mystery trip together for a group for summer of 2019.
- Mailed visitor guide, itineraries and keyboard calendar to 1,152 planners.
- Followed up on Boomers in Groups and Travel Iowa Marketplace appointments.
- Processed bills.

Highlights from Linda Maughan:

- Wrote newsletter/blog articles about Hoopla for the Holidays, Shop Like a Local, Holiday Happenings, Holiday Light Displays and Thanksgiving Dinner.
- 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 159 requests for information from ads.
- Coordinated creative for Iowa Co-op advertisements.

Highlights from Deb Lewis:

- Assembled information for update facilities guide.
- Cross training to help through transition when Vicki Bailey retires.
- Assembled gift baskets for Silos and Smokestacks.
- Assembled guest rooms for Knights of Columbus Bowling Tournament.
- Gathered attendance figures for events and attractions.
- Tabulated statistics for monthly report.
- Managed trails promotion through social media and websites
- Worked with 7 individuals interested in renting our space

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 Arts Initiative
- MOP staff x2
- Eastern Iowa Tourism Association meeting in Iowa City
- Sturgis Falls Celebration board
- Cedar Trails Partnership board
- Public Art Committee
- Silos and Smokestacks Gold Silo Awards Dinner
- Heather Skeens
- Training for city managers
- Dazzle Hour at the Hearst Center
- TVB staff
- Experience Waterloo board
- Friends of the Hearst board

Other events we assisted with:

- Hawkeye Wrestling Tournament
- Panther eSports UNI CON
- CHIPS Black Hawk Classic
- Sartori Festival of Trees

Respectfully Submitted,



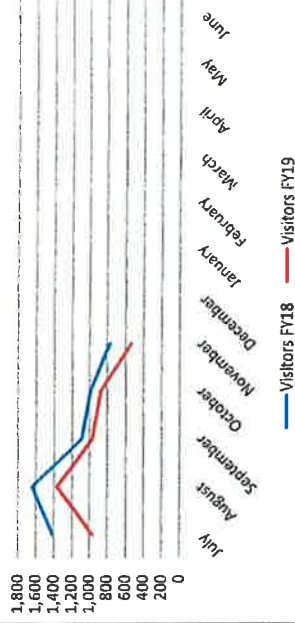
Kim Manning, Visitors, Tourism and Cultural Programs Manager

Monthly Activity Report for Cedar Falls Tourism & Visitors Division

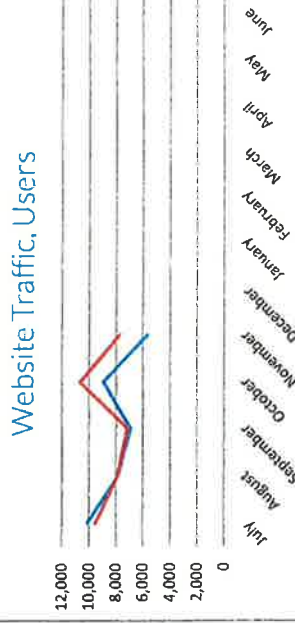
July 2018 thru June 2019	July	August	September	October	November	December	January	February	March	April	May	June	Totals
INCOMING CONTACT BY													
VC Walk-In (Door Counter) FY19	964	1,363	963	868	532	628	606	425	963	1,085	2,509	1,982	4,690
VC Walk-In (Door Counter) FY18	1,411	1,636	1,088	988	766	528							13,976
Email/Website	58	44	25	26	25								178
US Mail	0	0	0	0	0	0	0	0	0	0	0	0	0
Phone	143	98	114	118	86								559
HOW HEARD ABOUT US - If offered													
Friends / Family	0	0	5	1	3								9
Other (eg. Postcard mailing, ads, web/FBook)	0	2	20	0	2								24
Signage	0	4	14	12	2								32
Advertising	0	0	0	2	0								2
Trade / Consumer Show	4	0	1	1	0								6
SERVICES PROVIDED													
Attended a Meeting/Rental	62	188	96	128	47								521
Bureau Business	229	167	175	228	181								980
Group Tour Info	1	12	0	2	2								17
Hotel/Restaurant	2	1	0	2	0								5
Relocation	1	1	11	2	2								17
School Project	0	0	0	1	0								1
Special Event	0	0	0	0	0								0
Trail User	100	118	96	55	4								373
UNI	0	11	5	2	10								28
VC Amenities including Restroom	655	722	664	484	254								2,779
ADVERTISING LEADS													
Iowa Travel Guide /Website	572	483	415	331	337								2,138
ETTA Travel Guide	1	1	2	0	0								4
AAA Living	4	0	0	0	100								104
Midwest Living (Best of the Midwest)	117	24	25	15	0								181
Iowa Tour Guide (group leads)	4	9	4	0	0								17
BROCHURE DISTRIBUTION													
Total Visitor Guide Distribution	1,364	1,252	1,040	1,236	861								5,763
VG Mailed Out (Individual)	27	27	17	11	7								89
VG Bulk Distribution (Local)	312	467	380	410	410								1,979
VG Bulk Distribution (Non-Local)	240	120	175	120	0								666
Relocation	30	7	7	2	7								63
Welcome Bags	57	114	15	347	0								633
Total Trail Guide Requests	321	368	73	179	83								1,024
WEBSITE TRAFFIC													
Users FY19	9,469	7,844	7,077	10,512	7,731								42,733
Users FY18	10,074	7,809	6,880	8,907	5,646								93,247
Sessions FY19	11,650	9,315	8,628	13,109	9,476								52,178
Sessions FY18	12,533	9,604	8,410	10,684	6,837								113,324
Page with Top Views	Upcoming Event	Upcoming Event	Upcoming Event	Upcoming Event	Upcoming Event								
Top Traffic Source	Google	Google	Google	Google	Google								
Top Referral Site	m.Facebook.com	m.Facebook.com	CedarFalls.com	m.Facebook.com	m.Facebook.com								
SUBSCRIPTIONS													
Travel News (consumer newsletter)	390	414	417	418	426								
What's News Blog	148	156	160	168	168								
Hospitality Highlights (partner newsletter)	543	550	548	551	510								
SOCIAL MEDIA FOLLOWERS													
Facebook (Likes)	8,577	8,608	8,614	8,619	8,641								
Instagram	1,000	1,012	1,029	1,062	1,066								
Twitter	3,657	3,616	3,639	3,661	3,648								
Pinterest	504	505	506	497	493								
Google+	27	21	21	22	22								
VOLUNTEER INVOLVEMENT													
Board / Committee Hours	129	138	146	116	143								672
Student / Intern Hours	152	72	6	10	0								239
Envoy Hours - Visitor Center	98	105	100	82	93								477
Envoy Hours - Special Event/Rapp Station	29	4	4	4	63								104

MISC.									
Groups in Conference Room	2	11	3	4	2	22			
Motor Coach Group in CF	0	3	1	1	0	6			
INCOME									
Gift Shop Sales	\$872.15	\$774.46	\$474.84	\$521.32	\$325.40	\$2,968.17			
Facility Rental	\$210.00	\$630.00	\$500.00	\$350.00	\$125.00	\$1,816.00			
Host Motor Coach @ VC or Step Guide	\$0.00	\$200.00	\$0.00	\$0.00	\$0.00	\$200.00			

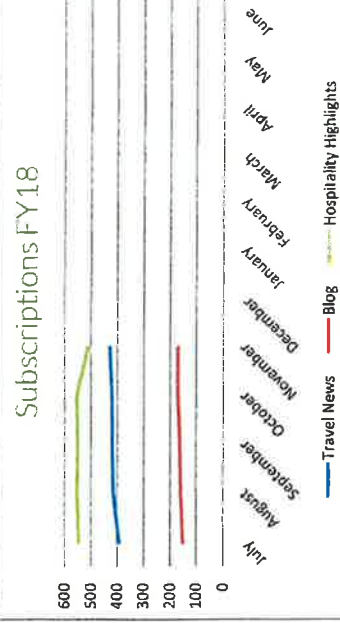
Visitor Center Traffic, Door Counter



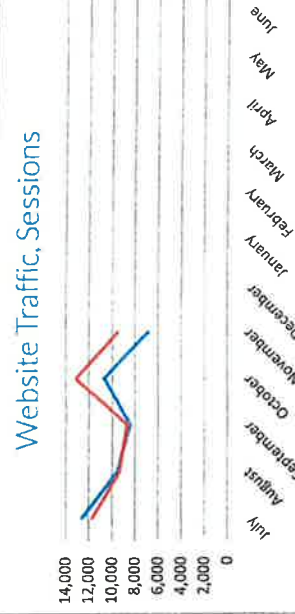
Website Traffic, Users



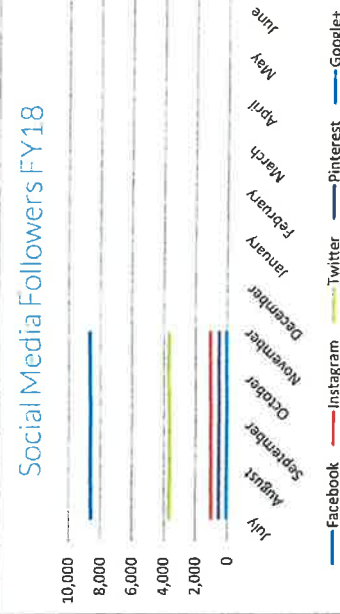
Subscriptions FY18



Website Traffic, Sessions



Social Media Followers FY18





PUBLIC EVENTS/PROGRAMS @ The Hearst

- Nov. 1: Film screening in conjunction with UNI CHGS/current exhibition
- Nov. 8: Lunch and Learn with Roy Behrens (Humanities Iowa funding)
- Nov. 8: Photo club meeting
- Nov. 9: Lunchtime concert
- Nov. 13: Book release party for Julie Russell Steuart
- Nov. 15: Film screening in conjunction with UNI CHGS/current exhibition
- Nov. 16: Dazzle Hour reception
- Nov. 18: Book discussion group meeting
- Nov. 29: Final Thursday Readers Series with Bettina Fabos

Outreach:

- Nov. 10th Art activities at LITcon hosted by CFPL
- Nov. 29th Art activities at Tri-County Head Start Family Night

HIGHLIGHTS from Heather Skeens, Cultural Programs Supervisor:

- Met with Kelly Stern to discuss "check-out" system for classes, to make our education program more equitable.
- Helped organize and attended tour of possible public art sites with PAC.
- Worked with staff to plan and edit content for winter brochure.
- Attended monthly meeting of the Cedar Valley Arts steering committee.
- Worked with Kim Manning on FY20 budget requests.
- Organized/attended "Lunch and Learn" event with Roy Behrens.
- Worked with staff to organize donor recognition event in December.
- Facilitated staff strategy session to work on completing strategic roadmap for ArtsLab.
- Attended meeting with "Together We Play" to discuss options for staff training for special needs patrons.
- Conducted 6 month review of Ana Verestegui, Education Assistant.
- Attended City management HR training.
- Attended/hosted dazzle hour reception.
- Attended/hosted book discussion group with Dr. Gaies (UNI) in conjunction with exhibition.
- Attended City training for Municode.
- Held 1:1 exhibitions planning meeting with Emily Drennan.
- Worked with staff to identify needs for Friends sponsorship proposal.
- Continued to refine strategy document for final report in December.
- Reviewed/ amended agendas and meeting minutes for Friends, Art and Culture Board and Public Art Committee meetings.

- Attended/presented at meetings of Friends of the Hearst board, Art and Culture Board and Public Art Committee.
- Worked with Senior Services Coordinator to approve bills, dailies, timesheets, etc.
- Led weekly staff meetings.
- Sent two bi-weekly emails for board and committee members, council and directors.

HIGHLIGHTS from Lea Stewart, Senior Services Coordinator:

- Created classes in MaxGalaxy for the winter brochure
- Worked with Supervisor and Friends Group to create the annual fall appeal campaign.
- Helped organize annual campaign letters out for personal notes by board members.
- Collaborated with staff on goals and metrics for the strategic plan.
- Formatted and printed letters to invite select donors and volunteers to a special event.
- Updated mailing address for instructors per request.
- Formatted and printed thank you and other letters on letterhead for donations, memberships and for committee decisions.
- Corrected past event categories in MaxGalaxy to separate Hearst from Rec Center.
- Prepared multiple mailings for post office.
- Researched deposits and expenses for accounts as requested by staff.
- Maintained and added contacts in Past Perfect for better mailing lists.
- Researched potential donors and advocates and community members for development.
- Collected and deposited cash box donations.
- Purchased and maintained stock of office supplies.
- Processed weekly deposits for the Hearst front desk and Friends group checks.
- Handled gift shop transactions and answered customer questions about merchandise.
- Answered many questions on phone and in person about upcoming events & classes.
- Greeted visitors and gave directions to other area attractions.
- Entered council bills, P-card transactions and payroll.
- Processed vendor payments and reimbursement requests.
- Generated invoices and processed payments for North Star.
- Generated reports from AS-400 for staff members as requested.
- Recorded Friends donations and membership dues in Past Perfect.
- Updated the past year comparison report of Friends Memberships .
- Updated the financial report for the Public Art Committee meeting.
- Completed program registrations both in person and over the phone for classes.
- Made weekly reports on the status of membership and class enrollment.

HIGHLIGHTS from Emily Drennan, Curator & Registrar

- Work with staff to develop related activities for public receptions of exhibitions.
- Prepare for and attend a Lunch and Learn session with professor of art and exhibiting artist and collector Roy Behrens at the Hearst Center.
- Meet with staff to work on our *Strategy Roadmap*.

- Organize, prepare for, and attend the Cedar Falls Public Art Committee's annual *October Sites and Projects Planning Bus Tour*.
- Prepare agendas and minutes and gather 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.
- Prepare for and attend *Dazzle Hour*, an informal, after-work, art-making happy hour at the Hearst.
- Follow up with lending/exhibiting public artist.
- Prepare for an upcoming exhibition called *Recent Acquisitions* by having several works from the permanent collection reframed by a local workshop.
- Develop exhibition of pencil drawings depicting locales from Europe & Central America.
- Attend weekly staff meetings.
- Work with the Marketing Assistant to prepare didactics, publicity materials, and etc. for exhibitions.

HIGHLIGHTS from Sheri Huber-Otting, Programs Coordinator:

- Organized food and volunteers for the Dazzle Hour for the Dazzle Camo exhibit.
- Helped to plan and host Roy Behrens for a Lunch & Learn.
- Organized film "Miracle at Midnight" to be shown twice.
- Organized one Lunchtime Concert.
- Scheduled NAMTA Meeting Rental.
- Set up for Julie Russell-Steuart Book Release.
- Organized the Film "Across the Waters" for showing twice.
- Attended a meeting for the Local Food and Film Fest. Will be at Hearst on March 2nd.
- Met with Scene D about a possible play to be performed at the Hearst.
- Spent over 8 hours setting up for rentals, meetings, receptions, and events.
- Wrote up 2 rental contracts.
- Wrote 5 agreements for upcoming public programs.
- Sourced 4 volunteers for events in November totaling 8 hours.
- Managed UNI Student who needs to volunteer for 150 hours for his major. He worked 29 hours in November.
- Reviewed materials for upcoming events in December and beyond.
- Worked more on goal setting for upcoming year.
- Attended weekly staff meetings
- Attended one photo club meeting at the Hearst.
- Set up, provided materials and agenda, and attended Friends board meeting.
- Worked on winter brochure events and programs.

HIGHLIGHTS from Abby Haigh, Marketing Assistant

- Worked with graphic designer on projects: Annual Campaign (letter and bookmark), Book Club Discussion flyer, Poetry Out Loud poster, Winter brochure 2018, Marguerite Wildenhain Exhibition (mailing postcard, gift shop postcards, labels and vinyl), Recent

Acquisitions Exhibition (labels, vinyl and postcard), Final Thursday Reading Series poster and Bel Canto Cedar Valley poster.

- Worked on Annual Campaign mailing (inserting bookmark and sealing).
- Sent/picked up vinyl for upcoming exhibitions (Recent Acquisitions and Marguerite Wildenhain).
- Ordered Marguerite Wildenhain postcards from Modern Postcard for gift shop.
- Submitted Currents (Jan, Feb and Mar) to Angie Lindley.
- Sent Winter 2018 brochure content to Tim Frederick at Leverage Printing and picked up brochures.
- Sent Annual Campaign content to Parkade Printer.
- Marketing meeting with Meredith Brown from *The Courier* 11/13.
- Submitted additional winter brochure events/education/exhibitions to V&T web calendar.
- Mail Chimp: created content/graphics /sent/added email subscriptions, created content/graphics for December E News and Dazzle Hour/Lunch + Learn.
- Continued to fill in at the front desk for lunch breaks, absences, breaks, take mail to city hall and mailings to post office.
- Gift Shop: holiday markdowns on select products 11/29.
- Created content/graphics/posts for social media.
- Friends Website: Updated Education (Winter 2018 brochure PDF and content list), Exhibitions, and index page.
- City Website: Updated Education (Winter 2018 brochure PDF) and Public Art pages.
- Attended weekly staff meetings.

HIGHLIGHTS Angie Hickok, Education Coordinator:

- Communicated the need for instructor availability for spring to schedule open shifts, outreach events and upcoming instructor staff meeting dates/times.
- Scheduled staff to classes, workshops etc.
- Supervised the organization of and supply of materials of classrooms by Ed Assistant.
- Supervised and delegated duties to Ed Assistant: ordering supplies, organizing classrooms, leading classes, and scheduling outreach CAFÉ programs.
- Supervised and delegated duties to Ceramic Lab Tech: ordering supplies, organizing ceramic lab, leading classes, and scheduling, professional development.
- Supervised all lessons/activities.
- Coordinated with Cedar Falls Public Library to offer face painting and activities at LITCon
- Coordinated with Scheel's to offer children's activities and face painting at their Santa and reindeer event.
- Started the Spring/Summer schedule of classes- dates, instructors, content.
- Coordinated with GBPAC on activities in conjunction with Charlie Brown Christmas Play.
- Contacted Food Bank to coordinate "Empty Bowls" workshops for Spring.
- Communicated with potential birthday parents- 4, 2 had birthdays in Nov.
- Met with Together We Play to discuss a workshop of inclusiveness to Hearst staff.
- Developed/implemented all day lesson plan for Art Day Away camp.

- Supervised new volunteer Betsey Peterson, who helped with Art Day Away.
- Communicated with new contact at North Star to set our schedule of workshops for the upcoming year.
- Edited education section of Winter brochure.
- Attended Anime Drawing Demo.
- Attended planning meeting for LitCon at CFPL.
- Coordinated meeting with Together We Play representatives in preparation for Hearst staff training.
- Attended/supervised LitCon at CFPL.
- Attended weekly staff meetings.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Heather Skeens". The signature is written in a cursive, somewhat stylized font.

Heather Skeens, Cultural Programs Supervisor
Hearst Center for the Arts

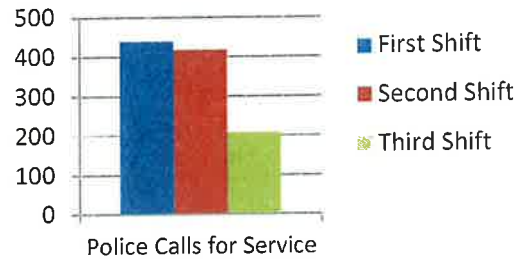
Hearst Center for the Arts Activity Report - Cultural Division FY19

	July	August	September	October	November	December	January
ATTENDANCE							
# of Days Open to Public	27	28	26	26	24		
Door Counter	2579	1743	1195	2534	2014		
Sculpture Garden (estimated)	375	300	300	250	200		
Average visits per day	109.41	72.96	57.50	107.08	92.25		
VISIT PURPOSE							
Exhibition (walk-in)	313	347	184	248	343		
Exhibition Receptions	141	101	49	74	44		
Meetings	40	65	40	69	51		
Youth Classes	64	16	140	375	62		
Adult Classes	59	29	45	76	30		
Messy Mornings	0	0	67	85	49		
Camps	918	448	25	0	40		
Birthday Parties	65	84	62	45	0		
Workshops	17	0	11	79	25		
Tours	89	0	0	110	0		
Rentals	134	0	84	34	41		
Ceramics Lab	18	16	15	21	11		
Public Programs	151	140	304	664	276		
Thursday Painters	99	130	86	67	97		
Volunteers / # of hours	13/22.75	3/5.5	5/26.75	5/53	5/37		
Other	577	367	94	776	945		
SERVICES OFFERED							
Youth Classes	3	1	13	5	4		
Adult Classes	13	2	4	16	3		
Rentals (inc. recitals, etc.)	3	0	4	1	1		
Community Group Mtgs	11	14	12	12	8		
Messy Mornings	0	0	4	5	4		
Camps	10	5	1	0	1		
Birthday Parties	2	2	2	1	0		
Workshops	1	0	1	0	1		
Tours	3	0	0	2	0		
Public Programs	6	7	14	9	7		
Thursday Painters	4	5	4	4	4		
Exhibition Receptions	1	1	1	1	1		
DIGITAL TRAFFIC							
E-News Subscriptions	1305	1299	1266	1266	1254		
Facebook Views	23142	16516	17770	24260	18076		
Facebook Followers	1643	1659	1673	1696	1705		
Facebook Event Listings	6	6	11	8	8		
OFFSITE SERVICES							
Offsite Education Encounters	152	315	415	611	112		
Offsite Education Programs	4	4	4	7	2		
Community Committee Mtgs	2	3	3	4	3		
MEMBERSHIPS							
Total Friends Memberships	182	224	234	240	228		
New/Renewed this month	0	44	11	29	20		
PRESS							
Newspaper	1	1	1	2	0		
Radio interviews, ads	1	2	1	2	2		
Press Releases	1	2	1	2	1		
Ads, other (Facebook ads, etc.)	2	1	0	13	0		

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

CEDAR FALLS POLICE

<u>Police Statistics</u>	First Shift	Second Shift	Third Shift
Calls for Service	440	418	209
Traffic Stops	109	149	149
Arrests	10	25	20



FIRST SHIFT – Captain Jeff Sitzmann

- Recruit Officers Dougan, Velasco, Lechtenberg, and Danilson Field Trained on First Shift during the month of November. First Shift Officers Briggs, Burkhardt, Carman, Shafer and Marcotte conducted the Field Training and those Training records are being managed by Lieutenant Heuer.
- Officers on all Shifts planned, organized and attended the funeral for Reserve Officer Scott Sterrett on November 13th. Reserve Officer Sterrett was diagnosed with Pancreatic Cancer over two years ago. Officers conducted a very moving funeral procession for the family and all who attended.
- Officers investigated a Three-Car Accident on Rainbow Drive. One driver fled the scene and left his vehicle behind. Contact was made with the Registered Owner of the vehicle who then reported it Stolen. The case is still under investigation.
- A student at the High School made statements about having a pipe bomb in the trunk of his car on November 5th. The vehicle was located and the statements were deemed false. School Resource Officer Ladage continued the investigation.
- Officers from Cedar Falls and Black Hawk County Deputies assisted with a case involving a Parental Kidnapping out of Mississippi. A Traffic Stop was made and there were five adults and three kids in the vehicle. One of the adults was the parent with the Warrant and the girl who the case was regarding was also in the vehicle. Officers worked with Mississippi Officers and Child Protective Services to assist in the investigation. The child was placed in area foster care until arrangements could be made with the State of Mississippi.
- One subject was arrested for Domestic Assault after a family member called to report an Assault that occurred the previous night. Contact was made with the victim and the suspect and the victim did have injuries and the suspect admitted to Assaulting the victim.
- Officers were called to a residential area for a subject walking around with a shotgun. It was determined that an argument and Assault had taken place between brothers-in-law that are residing at the same residence. Officers determined that one of them started a physical altercation and caused injuries to the other's face. The victim had his shotgun around for hunting and used it to break off the side mirror of his brother in-law's truck after the Assault, but did not display it toward anyone or threaten them. The shotgun was seized.
- Officers were dispatched to southern Cedar Falls with the report of a Traffic Accident Involving Injuries on November 27th. We learned that a 4-year old had been struck while being pulled in a little red wagon by an adult. The injury was extremely minor, but we were very fortunate the 4-year old did not get badly injured.
- Officers investigated a case in which a victim received phone calls from someone claiming to be with the University of Northern Iowa Police. The suspect duped the victim into sending nude photographs to prove she was not smuggling drugs. The case is still under investigation.
- Officers searched for a woman who was reported Missing from Cedar Falls. The woman had left her home for a social gathering a short distance away. She did not arrive at the gathering and had not been seen or heard from during the overnight. She safely returned home the following day.

SECOND SHIFT – Captain Jeff Harrenstein

- Officers responded to an Assault in progress at Five Seasons Trailer Court. One male was arrested after learning he had used mace on one subject and threatened two others with a knife. The male was charged with three separate Assault charges and Disorderly Conduct.

- Officers responded to a Three-Car Accident at Cedar Heights Drive and Greenhill Road.
- Officers were called to the Clarion Inn for a Warrant. Tri-County Officers had located a female with a Felony Warrant.
- Officers were called to a mental subject at Fareway Grocery Store. Officers were advised the male was off his meds and acting paranoid. He was transported to Allen Hospital. Officers were requested to ride in the ambulance.
- Officers were dispatched to the report of a Personal Injury Accident at 13th Street / Walnut Street. Both vehicles were towed and two people went to the Hospital.
- Officers were called to 700 West Ridgeway Avenue for the report that a male subject was trying to commit suicide. Officers were advised that he had a gun and that he was sad about his brother dying. The male subject was not cooperative and Officers had to take him to the Hospital involuntarily.
- Officers arrested a female for Shoplifting at Goodwill. The female was charged with Theft 3rd.
- Officers responded to a Property Damage Accident at Greenhill Road / South Main Street.
- Officer checked on an Out-of-County Warrant and located the subject who was arrested and taken to the Black Hawk County Jail.
- Officer took a report of a Theft of items from his vehicle while it was in for service at Witham Ford.
- Officer took a report of a Shoplifting that had occurred at Kohl's. The adult female had left the area prior to Officer arrival.
- Officers responded to Wal-Mart in reference to two Shoplifters. After further investigation, two adult females were arrested for Theft 5th.
- Officers responded to Kohl's for a Shoplifting in progress. Investigation resulted in the arrest of an adult female for Theft 4th.
- Officer took a report from an employee at Kohl's of a Stolen cell phone during their work shift.
- Officers responded to the area of the 2600 block of Olive Street for a Sex Offense. Several reports were received of a male subject exposing himself to females in the area. Officers did suspect vehicle information and follow-up investigation continues.
- Officers responded to Wal-Mart on the report of a Shoplifter. One female subject was charged with several counts of Theft as a result.
- Officers responded to Express Store at College Square Mall for a Theft in progress. It was reported that four females entered the business and stole clothing items. The suspects had left the business prior to Officer's arrival and investigation continues.
- Officers responded to Wal-Mart on the report of a Theft in progress. It was determined that a juvenile subject had Stolen a bike from the business, riding it out of the store. The juvenile was located, who subsequently fought with Officers and was taken to Covenant for a psych evaluation. The juvenile was charged with Theft and Interference With Official Acts.
- Officers assisted Cedar Falls Fire Rescue with a possible Vehicle Fire at a residence on Iowa Street.
- Officers responded to Kohl's for a Shoplifter. One female subject was arrested and charged with Theft 3rd Degree.
- A Traffic Stop at 1st and Clay Streets resulted in one subject being arrested for Driving While License Barred.
- Officers investigated a Drug Violation at Gold Falls Apartments. As a result, a quantity of drugs and drug paraphernalia were seized. Officers were assisted by the Tri-County Drug Task Force.
- Officers conducted follow-up on a previous Assault report. As a result, one subject was arrested and charged with Assault. On this same date, a Traffic Stop near University Avenue and Cedar Heights Drive resulted in one subject being arrested for Driving While License Barred.
- Officers responded to a Domestic Disturbance after it was reported that a female was Assaulted. It was further reported that the female was holding a baby and that the baby fell onto a counter. Officers were assisted by paramedics. The investigation continues and the case is being referred to Department of Human Services.
- Officers responded to the area of Black Hawk Village to look for a Wanted subject. Officers located the subject driving a Stolen Vehicle and attempted to stop the suspect. The suspect fled from the vehicle and ran into College Square Mall. Officers set up a perimeter and eventually located the subject near the movie theater. The vehicle was Stolen out of Waterloo and charges were filed by Cedar Falls and Waterloo Officers.

- Officers conducted follow-up on a previous Theft report and as a result, one adult female was charged with Theft 5th Degree.
- Officers responded to a residence on Waterloo Road for an Assault in progress. As a result, one subject was arrested for Assault Domestic Abuse.
- Officers responded to Target on the report of a Shoplifter. Investigation revealed that an adult female loaded up a cart with more than \$600.00 in merchandise and pushed it out of the store without paying. The subject was charged with Theft 3rd Degree.
- Officers responded to an Assault in progress at a residence on West 5th Street. Officers determined that a 17-year old female was fighting with and assaulted her mother. The female was detained and later taken to Bremwood for a 47-hour hold.
- Officers responded to a Three-Car Accident at Main Street / University Avenue. Two of the cars had to be towed from the scene.
- Officers responded to Scheel's for the report of a Shoplifter. A male subject was arrested for the Theft and Outstanding Warrants.
- Officers responded to the area of Sunray Drive and Midway Drive for the report of an Assault. Officers learned that a female had been Assaulted by her boyfriend. The male was arrested for DA Assault / Strangulation Causing Injury, a Felony Offense.
- Officers were dispatched to Scheel's for the report of a Larceny. Officers arrested a male subject for the Theft. He was also charged with an earlier Theft from Scheel's.
- Officers were dispatched to Scheel's for a Theft. A male juvenile was arrested.
- Officers responded to the report of a Sex Offense at 22nd Street / Merner Avenue. University of Northern Iowa also received a report of a Sex Offense on their campus, at approximately the same time. It was reported that the male was exposing himself to females in the area. Victims report the vehicle matches the description of an offender from earlier in the month. The investigation continues.
- Capt. Harrenstein gave a Shoplifting presentation to management and employees at the University Avenue Goodwill Store.

THIRD SHIFT – Captain Mark Howard

- Officers were called to a report of an Assault in progress at Wal-Mart. Further investigation found that the argument was between a couple and they had left the area prior to Officers arriving on scene.
- Officers went out with a subject at the Kwik Star on College Hill. While Officers made contact, they found the subject was intoxicated. The subject also had an Outstanding Warrant for Failure to Appear. He was arrested for both charges.
- Officers were called to a minor child that was out-of-control. When Officers arrived, they learned that the 11-year old suffers from night terrors and he was having an episode. The child later calmed down and there was no need for Police involvement.
- Officers were called to a report of an Assault that occurred in which the suspect had fled the scene. Officers were able to learn the name of the suspect. A while later, Officers learned that the male juvenile was arrested by another agency for Operating While Intoxicated. The victim just wanted the juvenile Warned that they did not want any more contact. The juvenile was advised.
- Officers were called to a large Fight in front of the Library Bar on College Street. Upon arrival, Officers observed a large crowd disperse from the area. It was learned that there was a male that was yelling at a female and made her cry. Witnesses intervened between the male and the female.
- Officers were called to assist an Uber Driver with a subject that was passed out in his vehicle on 23rd Street. Officers learned that the driver picked-up the fare on Grove Street to go to 23rd Street. The driver stated that he had tried several times to wake up the passenger with no luck. Officers woke up the passenger and learned she was intoxicated. The female was arrested.
- Officers witnessed a subject falling to the ground in the area of the 400 block of Main Street. When Officers stopped, they learned the male was intoxicated. He was arrested.
- An Off-Duty Officer called in a possible intoxicated male at the Casey's Convenience Store on Main Street. Responding Officers investigated, and arrested the male for Intoxication.
- Officers arrested a male for Operating While Intoxicated after he was Stopped for a Driving Offense.

- While in the North lot, Officers heard a subject screaming at 2nd and Washington Streets. When Officers made contact with the subject, he had urinated all over himself and was extremely intoxicated. He was arrested for Intoxication.
- Officers located an Abandon Vehicle on Lone Tree Road. Vehicle was purchased eight months ago and had Stolen dealer advertising plates on it. Vehicle was loaded with trash and junk. Was towed by L&M Transmission.
- Officers dispatched to the McDonald's on Main Street for a report of a disgruntled customer that was upset about an order she received seven hours earlier. McDonald's refused to give a refund. The customer was removed from the property and she returned to work. The customer admitted she needed money for gas.
- Officers dispatched to a residence on West Ridgeway Avenue for a Domestic Assault. Officers arrested the male half. He requested to be seen by paramedics. He was transported to Sartori Hospital and later released back into our custody. He was charged with Assault Domestic Strangulation.
- Officers dispatched to a domestic on Crescent Drive. There turned out to be no Assault and the two were separated for the night. Alcohol was a factor.
- Officers assisted Black Hawk County Sheriff Office with a Rollover Accident at Highway 218 / Cedar Wapsi Road. All of the County Units were on Accident scenes down on Highway 380 when the call came in. Turned out it was not a Rollover, just a vehicle that lost control on the ice and slid into the ditch.
- Officers sent to a residence University Avenue for a report of the odor of Marijuana. Officers made contact and were given consent for the apartment. Items were seized and the investigation continues.
- Officers assisted in a Traffic Stop with Waterloo Violent Criminal Apprehension Team in the area of University Avenue and College Street. It was learned that a subject in the vehicle was suspected of carrying a handgun on his person. During the course of the stop, three females and three males were detained while a Search of the vehicle was conducted. A .45cal handgun and drugs were found inside of the vehicle. Waterloo Violent Criminal Apprehension Team took custody of the three males and an investigation is on-going.
- Officers arrested a female for Public Intoxication while on Foot Patrol at Sharky's Fun House.
- While on Foot Patrol, Officers witnessed a large Fight that started inside of one of the bars and spilled out onto College Street. Off-Duty Officers working extra security, Black Hawk County Sheriff Office, and University of Northern Iowa Department of Public Safety arrived to assist. As Officers arrived all of the subjects involved fled. There were no victims and the majority of the people (observers) were moved along.
- Officers were called to Clark Drive on the report of a male guest in the house that was refusing to leave. Officers spoke to the male and he decided to leave without incident.
- Officers were called to 5 Seasons Trailer Park on the report of a Suspicious male walking around in the area. Officers learned that the male lived in the trailer park and made contact with him. He stated that he was looking for someone in the trailer park that owed him money. The male was advised on how his behavior appears and he stated he would stay inside.
- Officer attempted to make a Traffic Stop on a vehicle with no headlights at 22nd and Washington Streets. The vehicle refused to stop and a short pursuit ensued. The vehicle pulled into a driveway at a residence on Washington Street and the driver and passenger attempted to flee. The Officer was able to conduct a Felony Stop on the vehicle stopping the occupants from fleeing. The driver was charged with Driving While License Suspended and was cited for Reckless Driving and Fail To Yield To An Emergency Vehicle. The passenger was arrested and charged with Possession of Marijuana.
- Officer stopped a vehicle at 7th and Main Streets for driving all over the road. The driver was arrested for Operating While Intoxicated 1st Offense. This subject was placed into an interrogation room because the cells were occupied. The subject attempted to walk out. He was extremely intoxicated and seemed to not understand he was under arrest at the time. He had to be restrained and placed into a cell.

- An Officer made a Traffic Stop at 12th and Main Streets. The Officer smelled a strong odor of Marijuana coming from the car. The driver admitted to having Marijuana. The Officer searched the car and the driver was arrested for Possession of Marijuana.
- Officers were called to the Black Hawk Hotel for a subject passed out in the hallway. The subject was arrested for Intoxication.
- An officer made a Traffic Stop at 4th and Clay Streets. The driver was arrested and charged with Operating While Intoxicated 1st Offense.
- While on a Business Check of Hy-Vee, an individual was arrested a subject for Theft.
- Officers were called to Hagemann Hall on the University of Northern Iowa campus to assist Fire with a Smoke Investigation. Three Public Safety Officers were sent to the scene and were on-scene when Fire arrived to assist with the call. The smoke was from a small fan malfunctioning in a utility room.
- A subject was called-in for possibly Driving While Intoxicated. Officer located the vehicle and driver was not intoxicated.
- Officers were called to the Social House for a subject who broke out a window to the business. After the subject refused care from the ambulance, he was arrested for Intoxication.
- While Officers were on a call at the Social House, a very intoxicated subject walked up and refused to leave the area. The subject was arrested for Intoxication.
- Officers came across an Accident on Walnut Street where a car ran into a parked vehicle. The driver was arrested for Operating While Intoxicated.
- Officer stopped a subject for a Driving Violation. The driver was arrested for Driving While License Revoked.
- An officer Stopped a vehicle for a Traffic Violation. Field Training Officer was called to the scene to administer Field Sobriety. The driver was arrested for Operating While Intoxicated.
- Officers were called to 18th and Clay Streets for several subjects Fighting. When Officers arrived, everyone took off.
- Officers were called to a Suicide on West 3rd Street. A 22-year old female attempted suicide by leaving her car running in the garage. She was found by a friend on the floor of the garage unresponsive. The paramedics believed the female when she told them she just passed out in the garage from alcohol they were going to leave her at the house. Officers had to advise the paramedics of the messages she left for the friends that were on scene the paramedics never spoke with. She was transported to Sartori Hospital for treatment.
- Officer was called to University Studios Apartments for a subject trapped in his apartment and unable to get the door open. Officer arrived and noticed the male was trying to push his inward swinging door open. Officer opened the door by pushing it.
- Officers assisted with a subject that called Dispatch stating he was having suicidal thoughts. He was assisted with the ambulance crew without incident.
- Officers were flagged down to assist a mother look for her 15-year old son. The mom told Officers that the boy threatened to jump off the Center Street Bridge. Officers located the teen a short time later (he was on the bridge). Officers were able to talk to the boy and he agreed to go with his mother to get help.
- Officers worked a Rollover Accident at the end of the Shift. One person was assisted by paramedics to get checked out (no specific injury). Both vehicles were towed. The report is on-going.
- Officers were called to the Cypress Lounge for a subject passed out in a running vehicle. The subject was arrested for Operating While Intoxicated.
- Officer called to a Loud Party on Clark Drive. This is becoming an on-going dispute between the tenants and the landlord. Officers found a couple people in their mid-20's with no alcohol around. The Reporting Party / landlord reported several minors having a party spilling out into the neighborhood. This was all unfounded.
- Officers were flagged down by a subject in the 2000 block of Main Street. The gentleman just wanted to let them know he was intoxicated. He was arrested for Public Intoxication.
- Officers were called to the KwikStar on College Hill. The report was there was a female in the parking lot that was taking off her clothes. The female had friends with her that were trying to stop her. By the time Officers arrived, they learned that the friends managed to get the female into a car and leave. There was no report.

- Officers were called to Wal-Mart on the reports of a male that just Assaulted an employee. An investigation into the incident found that the male customer was mad he had to wait to check out of the store. He smashed a jug of milk, and when approached by staff he punched an employee in the face. Several Warrants have been issued for his arrest.
- Officers from Shift assisted Second Shift as they investigated a Domestic Abuse case. Officers from Shift worked with the victim and later, transported her to a safe location.
- Officers continued to look for the suspect in the 11/27/18 Assault. Warrants are currently active.
- Officers assisted Black Hawk County Sheriff Office with a Rollover Accident on Waverly Road. Officers stood by and rendered aid to the driver until paramedics and Sheriff's Deputies arrived.
- Officers assisted the Fire Department by responding to a call of a Fire Alarm. Officers were able to arrive on scene, locate a specific apartment, and direct the Fire Department to the location. It was learned that it was a faulty Fire Alarm.
- Officers were called to an Assault at 21st Street and College Street.
- Officers were called to Horseshoe Drive and University Avenue for a Vehicle Rollover. The driver was not injured and was arrested for Operating While Intoxicated.
- Officers were called to a residence on West 16th Street for a male subject who showed up at the residence and was trying to get in. The Reporting Party stated that the male was extremely intoxicated. The subject was arrested for Intoxication.
- Officers were called to a Vehicle Rollover on East Dunkerton Road. The driver was not injured and was arrested for Operating While Intoxicated.
- Officers responded to several Vehicle Accidents on Highway 218 due to icy conditions.
- Officer noticed two subjects arguing. When he attempted to confront the subjects, one took off from the Officer. He was caught and was arrested for Intoxication.
- Officer noticed a vehicle without out its headlights on. The driver was arrested to Operating While Intoxicated.

INVESTIGATIVE UNIT – Captain Michael E. Hayes

- Investigators executed a Search Warrant at a residence in Waterloo, reference a Car Burglary where items were taken. Credit cards from the Burglary were then used in Waterloo. Information was developed that the suspect(s) in this case lived at this residence. Evidence was found of the crime. A female was arrested for Credit Fraud. The investigation into the incident continues and further arrest(s) are expected.
- Investigators assisted First Shift Officers with a possible bomb threat at Cedar Falls High School. In talking with the suspect, a juvenile, no threats were made against the High School. The case remains under investigation.
- Investigator was assigned a Sexual Assault incident that occurred in the Southern part of Cedar Falls. A Child Protection Center appointment has been set-up for the victim.
- Captain Hayes attended the Family Children's Council Executive Board Meeting.
- Investigator attended a Child Protection Center interview of a juvenile, who possibly had been Sexually Assaulted.
- Investigator (Public Safety Officer) assisted Fire Department on the smell of smoke at a business on Center Street. The Public Safety Officer was not needed.
- Captain Hayes attended the Sturgis Falls Board meeting.
- Investigator applied for three Arrest Warrants for Credit Card Fraud. The charges stem from a credit card that was used in late October in the Cedar Falls area. The suspect lives out of state.
- Investigators assisted Third Shift Officers by downloading a video from a Burglary scene.
- Investigator was called-in to assist First Shift with an Identity Theft Forgery case. The suspect / offender in the case used another's identity to obtain checks from a financial institution. She then went to another bank and attempted to cash the checks. She was arrested for two counts of Forgery (Class D Felony) and one count of Identity Theft (Class C Felony).
- Captain Hayes attended a Sexual Assault Response Team (SART) meeting.
- Captain Hayes attended a Community Resources to Stop Heroin (CRUSH) meeting on the Heroin Epidemic.

- Investigator received a case of a possible Sexual Assault that occurred in the northern part of the City. He went to Child Protection Center for the interview of the victim. The interview showed that no Sex Assault had occurred.
- Captain Hayes attended the Hawkeye Community College Criminal Justice Advisory Board meeting.
- Investigator talked with female who reported being Sexually Assaulted 30 years ago. The victim was advised of the statute of limitations and given options for assistance.
- Captain Hayes completed the Organized Crime Drug Enforcement Task Forces paperwork for the Investigator assigned to the Task Force.
- Investigator met with a University of Northern Iowa Investigator reference a male who is exposing himself on the University of Northern Iowa campus and College Hill area.
- Sexual Assault reports for the Sexual Assault Kit Initiative project were sent to the State Attorney General's Office. The Sex Kits will be taken down to Des Moines on 12/11/18.

Case Information For Month:

- Cases Assigned: 19
- Cases Closed Inactive: 7
- Cases Closed Exceptional: 1
- Cases To County Attorney For Review: 2
- Cases Closed By Arrest / Warrant: 2

Cellebrite Extractions (Lieutenant McNamara):

- Examined one Android for Drug investigation.
- Examined one Apple for Sexual Abuse investigation.
- Examined one Android for a Burglary investigation.
- Examined one Android for Identity Theft / Fraud investigation.
- Examined a total of four phones during the month of November, 2018.

School Resource Officer:

- School Resource Officer Ladage conducted a Classroom Presentation on 'Bullying' to 4th Graders at Cedar Heights Elementary School.
- School Resource Officer Ladage conducted a Classroom Presentation on 'Internet Safety' to 5th Graders at Cedar Heights Elementary School.
- School Resource Officer Ladage gave a Parent's Presentation to Valley Lutheran School on 'Run, Hide, Fight'.
- Captain Hayes and School Resource Officer Ladage attended a Cedar Falls School Safety meeting.
- School Resource Officer Ladage had a school assembly at Valley Lutheran School to go over 'Run, Hide, Fight'.
- School Resource Officer Ladage attended two Veteran Day assemblies at Peet Junior High and the Cedar Falls High School.
- School Resource Officer Ladage attended an all-day meeting with Cedar Falls High School Students reference 'Mentor, Violence, Prevention'.
- School Resource Officer Ladage and Lieutenant McNamara were Honor Guards for Reserve Officer Scott Sterrett visitation and funeral.
- School Resource Officer Ladage gave five Classroom Presentations on 'Technology Safety' to Eighth Graders at Peet Junior High.
- School Resource Officer Ladage gave six Classroom Presentations on 'Dating Violence' at the Cedar Falls High School.
- School Resource Officer Ladage attended an assembly at Peet Junior High on the risks of "vaping".
- School Resource Officer Ladage gave two Internet Safety Talks on 'Cyberbullying' to Fifth Graders at Aldrich Elementary School.
- School Resource Officer Ladage was called took a report of a possible Improper Touching. He then attended the Child Protection Center interview of the child. The incident remains under investigation.
- School Resource Officer Ladage was called to Cedar Falls High School on the report of a student trying to break the trophy case. The student was sent home.
- School Resource Officer Ladage had a report of a possible Sexual Abuse involving a minor. The victim was taken to the Child Protection Center for an interview. The incident remains under investigation

CSI Report:

- During the month of November, Officer Belz began researching closed cases from 2014 in preparation for disposal of property in 2019.
- Officer Belz attended the Iowa Internal Association for Identification Educational Conference on November 7th – 9th in Johnston, Iowa.
- Officer Belz attended monthly In-Service Training for November.
- Seventeen items of property were released to their owners.
- Four items of physical evidence were processed in the Crime Lab.
- Four items of evidence were taken to the State Crime Lab for processing.

Calls Requested For Assistance:

- Officer Belz assisted detectives on a Search Warrant in Waterloo in connection with a Vehicle Burglary on Luke Street in Cedar Falls.
- Officer Belz assisted First Shift Officers with processing a Storage Unit Burglary on West 27th Street.

Evidence / Property:

- Evidence entered: 68
- CD's entered by officers: 99
- Found property entered: 12
- Property held for safekeeping: 6
- Attorney requests (not video): 8
- Attorney video copies: 60
- Evidence tested for outside agencies: 0

POLICE RESERVE UNIT – Lieutenant Brooke Heuer

- Long-time Reserve Officer Scott Sterrett passed away on 11/08/18 following a battle with Pancreatic Cancer. Sterrett had been a Reserve Officer since 2005. The Reserve Unit served as pallbearers at the request of the family.
- Reserve Officer Samir Husidic resigned from his position to pursue other opportunities. Reserve Officer Husidic had also been a part of the unit since 2005.
- Reserve Officers assisted with the 'Turkey Trot 5K' and 1 mile race on Thanksgiving Day.
- The Reserve Unit assisted with providing extra Patrols to shopping areas on Black Friday.
- Reserve Officers assisted Second Shift Patrol with 'Holiday Hoopla' events Downtown.
- Some Reserve Officers assisted with applicant testing for career Officers on 11/10/18.
- A number of reserve officers attended in-service training with career officers. They trained on responding to active shooter situations involving buses, stops sticks, and building searches.
- 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.
- The hiring process for Reserve Officers continued into November. One subject withdrew his application, leaving just one eligible applicant. A physical is being set up for the remaining applicant.
- Reserve Officers Lindley and Erickson attended the National Crime Information Center Certification Class on 11/30/18 at the Cedar Falls Police Department.
- During the month of November, the Reserve Unit logged a total of 27.25 hours of On-Duty time and 100.5 hours of Ride Time and Training Time Off-Duty. The hours for each Reserve Officer of Off-Duty time are as follows:

NAME	HOURS
Bostwick	0
Brown	32
Buck	6.5
Burg	10
Cross	10
Erickson	6.5

Griffin	8
Husidic	4
Jaeger	0
Lindley	4.25
Sterrett	FMLA
Wright	19.25
TOTAL	100.5

POLICE TRAINING EVENTS – Lieutenant Marty Beckner

- National Crime Information Center (NCIC) Recertification exams.
- Documents have been submitted for future Training.
- Lieutenants Beckner and Zolondek attended “Salamander” Credentialing and Accountability System in Creston, Iowa.
- Lieutenant Yates attended the National Conference on Law Enforcement in Wellness and Trauma in Chicago, Illinois.
- Lieutenant Schreiber attended the Taser Instructor Re-certification Class in Chicago, Illinois.
- Several Police and Fire Supervisors attended a Management Training “Employment Law Issues” by Ahlers Cooney Law Firm at the Cedar Falls Public Works Complex.
- Police Training In-Service consisted of Bus Assaults, Building Searches, Stop Stick review, and Open-Field Movement at the Black Hawk County Sheriff’s Office Training Facility.
- Officers Babic, Danilson, Dougan, Lechtenberg, Reimers, and Velasco continued their Field Training.

POLICE RECORDS – Lieutenant Marty Beckner

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

POLICE STATISTICS:

	<u>November 2018</u>	<u>Total 2018</u>
Group A Crimes		
Murder	0	0
Kidnapping / Abduction	0	2
Forcible Rape	1	20
Forcible Sodomy	0	1
Forcible Fondling	0	12
Robbery	0	8
Assault	13	134
Arson	0	4
Extortion / Blackmail	1	2
Burglary / B&E	3	109
Theft	33	544
Theft / Motor Vehicle	0	34
Counterfeit / Forgery	3	50
Fraud	4	78
Embezzlement	0	1
Stolen Property	0	7
Vandalism	5	127
Drug Offenses	8	143
Porn / Obscene Material	0	2
Weapon Law Violation	0	10
Group B Crimes		
Theft by Check	0	4
Disorderly Conduct	4	98
Operating While Intoxicated	9	118
Public Intoxicated / Liquor Violations	12	191
Non-Violent Family Offense	1	9
Liquor Law Violation	0	10
Peeping Tom	0	1
Runaway	1	10
Trespassing	1	26
Other Offenses	6	146
Group A Total:	71	1,288
Group B Total:	34	613
Total Reported Crimes:	105	1,901
Traffic Accidents		
Fatality	0	1
Personal Injury	8	102
Property Damage	62	577
Total Reported Accidents	70	680
Driving Offenses		
Driving While Barred	1	16
Driving While Suspended / Revoked	3	32
Eluding / Peace Officer	0	5
Total Driving Offenses	4	53
Alcohol/Tobacco Violations	4	272
Calls For Service	1,474	16,764
Total Arrests	59	899

CEDAR FALLS FIRE RESCUE

NOVEMBER FIRE DEPARTMENT ACTIVITIES:

- Station #1 (Blue Shift):
 - Provided one Station Tour.
 - Two Smoke Detector Checks / Installations.
 - Participated in one Public Relations activity that included attending an appreciation breakfast at Mallard Point.
 - Provided one Public Education activity.
- Station #1 (Green Shift):
 - Participated in three Public Relations activities that included a funeral procession of a Reserve Officer and the having the 511 truck present for a Veterans event being held at the Gallagher Bluedorn Performing Arts Center.
 - Provided one Station Tour.
 - Two Smoke Detector Checks / Installations.
- Station #1 (Red Shift):
 - One Smoke Detector Checks / Installations.
 - Participated in one Public Relations activity that included truck 503 assisting in the procession of the Cedar Falls High School football team return to the High School after the State football game.
 - Had one Ride Along Observer.

FIRE ALTERNATIVE STAFF:

- Part-time and POC Firefighters contributed 33 hours of Shift Duty in November.

FIRE INSPECTIONS – Battalion Chief Curt Hildebrand

- November Rental Inspections: 119 (Shift Personnel assisted with 0 Unit Inspections)
- November Re-Inspections: 12

FIRE TRAINING EVENTS – Lieutenant Marty Beckner

- Fire Training In-Service consisted of: Air Bag Procedures and Equipment.
- Captain Brown attended the Iowa Emergency Medical Services Association (IEMSA) Conference in Des Moines, Iowa.
- PSO attended a “Live Fire” training session at the Waterloo Hazardous Materials Regional Training Center.
- Target Solutions Training Material:
 - CAPCE – Hypothermia Assessment & Treatment.
 - NFPA 1021 Action Plan Implementation.
- Public Safety Officers are working through their Public Safety Officer Training Manual at Fire Headquarters.
- Public Safety Officers are testing for Firefighter 1 (FF1) and HazMat Awareness, and HazMat Ops.

FIRE RECORDS – Lieutenant Marty Beckner

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

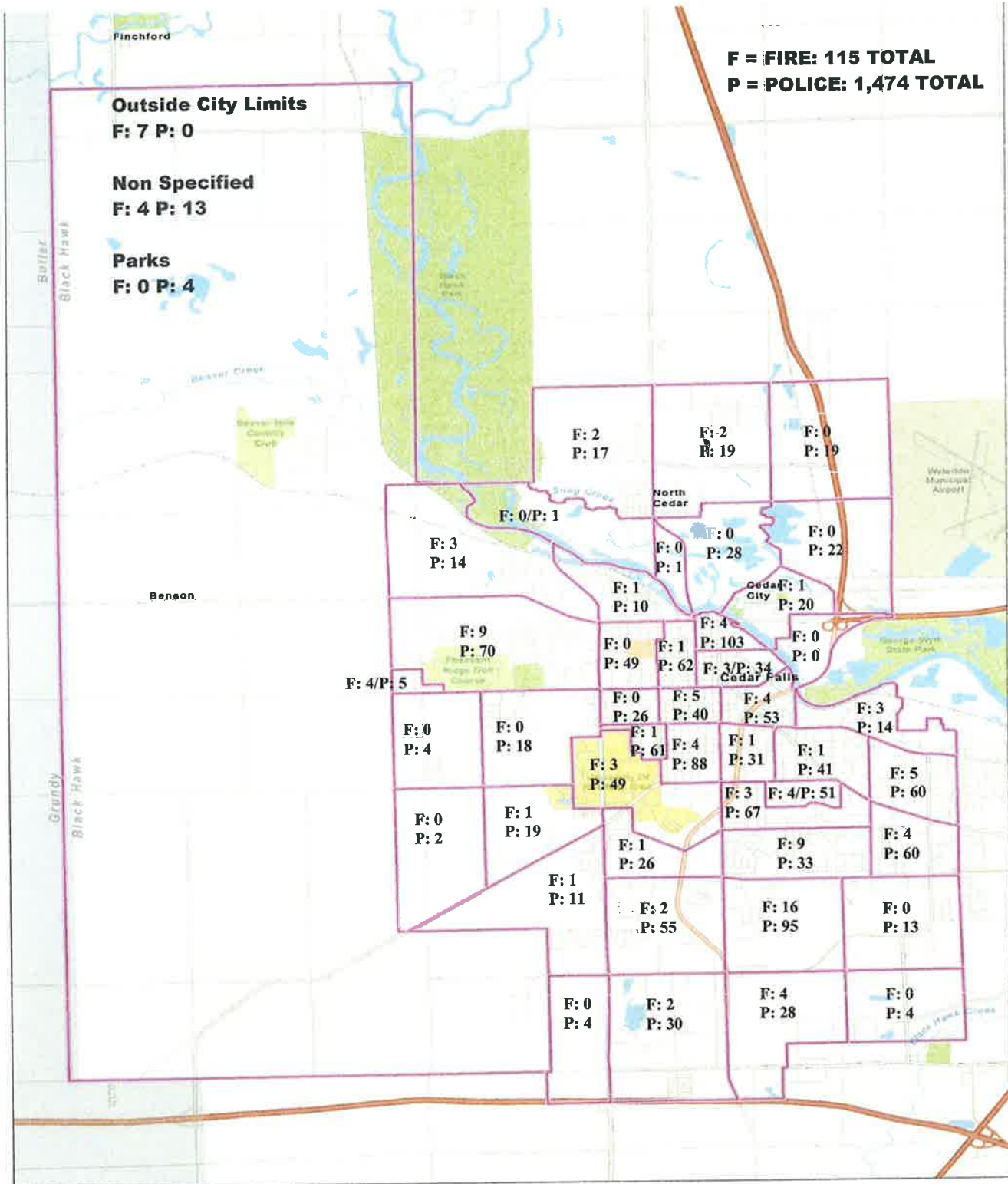
FIRE RESCUE CALLS FOR SERVICE

Type of Incident (Monthly)	Jan '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	74	97	107	66	63	
Cancelled, False Alarms, Good Intent	59	51	51	51	57	52	57	60	51	54	41	
Fire, Heat, Hazard, Weather Related	11	16	8	13	13	16	8	8	12	17	11	
Totals	158	153	139	147	154	170	139	165	170	137	115	

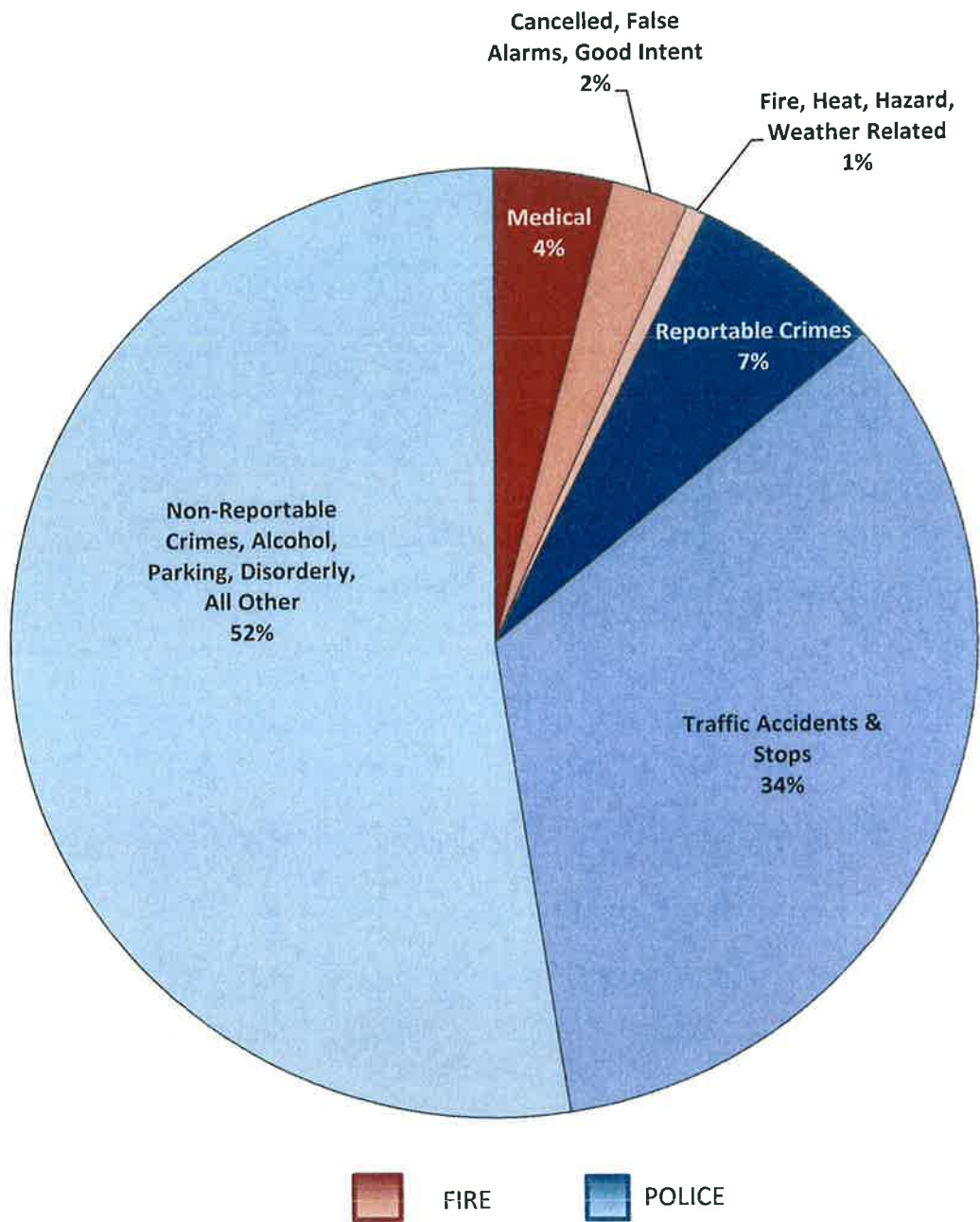
Type of Incident (per year)	2011	2012	2013	2014	2015	2016	2017
Non-Medical CFS	991	1,056	1,052	948	840	911	900
Rescue / EMS Related	1,021	1,047	1,049	1,051	1,367	1,570	1,437
Totals	2,012	2,103	2,101	1,999	2,207	2,481	2,337

Cedar Falls Public Safety Grid Map

F = FIRE: 115 TOTAL
P = POLICE: 1,474 TOTAL



Cedar Falls Public Safety Experience Survey (November)





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: January 2, 2019
Re: Beer/Liquor License Applications

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

Name of Applicants:

- a) Second State Brewing Company, 203 State Street, Class B beer & outdoor service - renewal.
- b) Cedar Falls Family Restaurant, 2627 Center Street, Special Class C liquor - renewal.
- c) Panther Lounge, 210 East 18th Street, Class C liquor - renewal.
- d) Wild Hare American Bar and Grill, 2512 Whitetail Drive, Class C liquor & outdoor service - renewal.
- e) Holiday Inn & Suites Hotel/Event Center, 7400 Hudson Road, Class B liquor & outdoor service - new.



DEPARTMENT OF PUBLIC SAFETY SERVICES

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: January 2, 2019
Re: Outdoor Service

Name of Applicant:

Shri Siddhipriya, Inc
DBA: Holiday Inn & Suites Hotel/Event Center
7400 Hudson Road
Cedar Falls, IA 50613

The above noted applicant has requested an outdoor service area for the establishment. As allowed under Section 5-81 of the Code of Ordinances, the applicant has requested exemptions from the requirements of Section 5-80(2) prohibiting an outdoor service area in the front of the licensed premise, Section 5-80(3) requiring solid screening and a fence of not less than five feet, Section 5-80(4) requiring an outdoor service area only being accessible from the licenses premises which it adjoins and Section 5-80(9) prohibiting amplified sound equipment and restricting signage. Please find a copy of the request attached. Due to the location and probable crowd type, I don't foresee public safety concerns with the exemptions and recommend approval of the outdoor service area as requested.

The applicant must obtain all necessary permits prior to construction and the area must be approved by the building official for occupancy/use.

From: Atul Patel
Sent: Wednesday, December 12, 2018 10:34 PM
To: Mandy Thurm
Subject: Liquor License Holiday Inn & Suites/ Event Center

Mandy,

As discussed prior this week, attached are the requested documents detailing the sq. footage, seating, bathrooms, etc.

If there is any information needed in addition to what is attached or to be clarified please reach out anytime.

Outside Service Areas:

Also note that we are going to have floating bars that can be used inside and/ or outside on our own patios depends on the events needs help outside on one of the four patios.

- There are 4 - patios that are large enough to host events from 50 - 250 people each...
- The outside events will need to be supported with use of outside speakers/music/video and liquor services. Success of the project depends on meeting these needs.
- Attached is the landscape plan showing landscape details surrounding all courtyards
- There is NO property surrounding / abutting within 150 ft of all 4 courtyards owned by others.

- REQUESTING EXEMPTION FROM THE REQUIREMENTS OF SECTION 5-80 (2), (3), (4) AND (9).

Please advise on the process and where to find an application for approval for use of outdoor services to place formal request..

Also, if the need to appeal any requirements arises please let me now ASAP as this is entire project is geared toward hosting events and its success relies heavily on the option to host outdoor events and liquor is a major component.

Let me know when you get a chance to review this so I can move forward with the next steps in attaining my license.

Best,

ATUL PATEL
Chief Door Opener

Open Door Hospitality



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

Financials Services Division

TO: Mayor Brown and City Council Members
FROM: Lisa Roeding, Controller/City Treasurer
DATE: January 2, 2019
SUBJECT: **Waterloo Courier Advertising Agreement Renewal**

Attached is an Advertising Agreement renewal for your review and approval that will continue to minimize the amount of advertising dollars the City spends for recruitment with the Waterloo Courier.

If you have questions regarding the attached, feel free to contact me at 268-5105 or Jennifer Rodenbeck at 268-5108.

Attachment

THE COURIER

P.O. BOX 540, WATERLOO, IA 50704

ADVERTISING AGREEMENT

Account Number
60000188

THIS AGREEMENT is made as of February 1, 2019 between Lee Enterprises, Incorporated d/b/a *Courier Communications*, the "Publisher", and City of Cedar Falls, the "Advertiser."

TERM This Agreement will begin on The First Day of February 2019 and end on The Last Day of January 2020.

This Agreement may not be terminated or cancelled by the Advertiser prior to the end of its term except for the reasons specified in Sections 1 and 14 of the Terms and Conditions listed below.

VOLUME AGREEMENT The Advertiser will purchase at least \$12,800.00 of total advertising before the end of the term.

<u>Product</u>	<u>Rate</u>	<u>Details</u>
Courier – Sunday	\$55.12 / Inch	Sunday Rate for a \$12,800 Recruitment Advertising Agreement runs at \$55.12 per column inch.
Courier – Weekday	\$48.45 / Inch	Weekday Rate for a \$12,800 Recruitment Advertising Agreement runs at \$48.45 per column inch.
Pulse	Pulse	Pulse Rate for a \$12,800 Recruitment Advertising Agreement runs at \$12.00 per column inch.
Ad messenger unit	\$450 / Month	30,000 ad messenger impressions on wfcourier.com mobile site & mobile app.
Digital Products	Dependent upon product	Any digital products or postings can be used to fulfill the contract.
Creative Charges	Dependent upon display ad & digital ad size	Classified/Retail – 60.01"-120" - \$87 / 30.01"-60" - \$74 / 15.01"-30" - \$59 / 15" or less - \$29 Courier Digital Products – Pickup with change and New Build - \$17
Digital Connect	\$89.00/month	Standard advertising component to boost SEO.

Unless stated otherwise on the rate card or special program flyer for specific advertising, all advertising dollars apply towards fulfillment of contract with the exception of commercial printing and subscriptions.

ADDITIONAL TERMS AND CONDITIONS

- Rates.** All advertising purchased will be at the rates and on the terms indicated on this Agreement, or on Publisher's current rate cards which are incorporated into this Agreement if no rate is indicated. This Agreement will control if there is a conflict between a rate card and this Agreement. Publisher reserves the right to change the rate or advertising terms listed on any rate card upon prior notice of to Advertiser. Advertiser agrees to be bound by the new rates or terms unless Advertiser notifies Publisher in writing of its intent to cancel the remainder of the term of this Agreement within thirty (30) days after receiving notice of any change. Cancellation under this provision shall be effective as of the effective date of the new rates or terms and shall be without liability for failure to meet the volume advertising requirement.
- Contract Fulfillment.** Except as set forth in section 1 above, if, at the end of the term of this Agreement, Advertiser has placed less advertising than stated above or in any Addendum: (a) Advertiser forfeits the right to place any additional advertising under this Agreement; and (b) the Agreement will be re-rated to the best earned rate set forth on the rate cards and Advertiser agrees to pay Publisher for all advertising published or distributed the difference between the best earned rate based on Advertiser's actual volume during the term and the rate granted based on the volume advertising requirement. Any adjustments or credits applied to Advertiser's bill will not reduce the volume advertising requirement. Cancellations, changes of insertion dates, and/or corrections must conform to published deadlines. Advertisements may only relate to Advertiser's business, and neither rights nor obligations hereunder may be assigned to unaffiliated parties.
- Payment.** Advertiser will pay the total amount owed to Publisher within the time period indicated on Publisher's statement. All statement disputes with Publisher must be identified by Advertiser to Publisher in writing by the statement's due date, or Advertiser agrees that the statement is correct.

4. **Termination by Publisher.** Publisher may reject any advertising order and/or immediately terminate this Agreement upon notice to Advertiser for any of the following reasons: (a) if Advertiser fails to make payment by the date specified in Publisher's invoice; (b) if Advertiser fails to perform any obligations of this Agreement; (c) if a petition in bankruptcy or for reorganization under the bankruptcy or insolvency laws is filed against Advertiser; (d) if Advertiser ceases doing business or Publisher believes Advertiser is likely to cease doing business; or (e) in the opinion of Publisher, the credit of Advertiser is impaired. If this Agreement is terminated for any of these reasons, Advertiser will remain liable for the lesser of the short rate or volume advertising requirement.
5. **Indemnification.** Advertiser and/or advertising agency signatory to this Agreement agrees to hold Publisher harmless and indemnify Publisher from any and all claims, suits, damages, and expenses of any nature whatsoever, including attorney's fees, for which Publisher may become liable because of Publisher's distribution or publication of Advertiser's advertising, or because of Advertiser's unauthorized publication or distribution of advertising owned by Publisher.
6. **Production Errors.** Advertiser may not claim a breach, terminate or cancel this Agreement if advertising copy is incorrect or contains errors of any kind, or because of a failure to publish, insert, or disseminate any advertising nor is Publisher liable to Advertiser for any loss or damage that results therefrom. Publisher agrees to run corrective advertising for that portion of the first publication, insertion, or dissemination which may have been rendered valueless by error, unless such error arose after the advertisement had been confirmed by Advertiser or Advertiser submitted the advertisement after deadline. Any claim for adjustment due to errors must be made within the time period stated on the applicable rate card or, if none, within 36 hours after dissemination. Credit for errors in advertising will not exceed the cost of the space occupied by such error, and will not exceed the percentage of incorrect preprint or digital advertising delivered or viewed. On multiple insertions, credit for errors will not be given after the first insertion. Publisher shall not be liable for any monetary claim or consequential damages arising from error in advertising.
7. **Advertising Agencies.** Any advertising agency who places advertisements and receives statements for its customer is acting as an agent for Advertiser. Agency agrees to be jointly and severally liable with Advertiser for any amount required to be paid to Publisher under this Agreement. Except as set forth above, advertising agency and Advertiser remain fully responsible for all obligations and liabilities under this Agreement. All disclaimers contained in advertising agency insertion orders or contracts as "agency for" are void and superseded by this Agreement.
8. **Ownership.** Each party owns all advertising copy which represents the creative effort of that party and/or utilization of creativity, illustration, labor, composition or material furnished by it including all copyrights. Neither party may use in any manner, nor allow third parties to use in any manner, advertising copy owned by the other party in any other advertising medium without the owning party's written consent.
9. **Taxes.** Advertiser is responsible for payment of all federal, state and local taxes imposed on the printing, publication or dissemination of advertising material or on the sale of advertising placed by Advertiser.
10. **Brokered Advertising.** Publisher does not accept local brokered advertising.
11. **Assignment.** Advertiser may not assign its advertising space or this Agreement to third parties.
12. **Advertising Content.** Publisher may reject or edit at any time any of Advertiser's advertising. All advertising positions are at the option of Publisher, unless a particular position is purchased by Advertiser. Failure to meet position requests will not constitute cause for adjustment, refund, rerun, termination or cancellation of the Agreement.
13. **Compliance with Fair Housing Act and Other Laws.** The federal Fair Housing Act prohibits advertisements that indicate any preference, limitation, or discrimination because of race, color, religion, sex, disability, familial status, or national origin. Advertiser agrees to comply with the Fair Housing Act, as well as all federal, state, and local laws.
14. **Excusable Delays.** Publisher will not be liable for any damages related to delay or inability to perform due to causes beyond its control. Publisher's performance of its obligations under this Agreement will be suspended during such a delay or inability to perform and will not constitute a breach of this Agreement. Advertiser may terminate this Agreement if Publisher's delay or inability to perform lasts more than thirty (30) days.
15. **No Waiver.** Publisher's failure to insist upon the performance by Advertiser of any term or condition of this Agreement or to exercise any of Publisher's rights under this Agreement will not result in any waiver of Publisher's rights or Advertiser's obligations in the future.
16. **Miscellaneous.** Advertiser agrees to pay Publisher for all expenses incurred by it to collect any amounts payable under this Agreement, including costs of collection, court costs and attorney's fees. This Agreement will be governed by the laws of the state in which Publisher is doing business, and all actions to enforce or interpret this Agreement must be brought in said state. All covenants and agreements of the parties made in this Agreement will survive termination or expiration of this Agreement. This Agreement, any Addendums, and Publisher's current rate cards constitute the entire agreement between the parties and supersede any prior agreements relating to the subject matter of this Agreement. This Agreement may only be amended in writing signed by both parties.

Addendum(s) to this Agreement have been attached and are labeled as follows:

ADDENDUM to #5; Indemnification: The city will indemnify Newspaper only to the extent authorized by Article VII, Section 1, of the Iowa Constitution and Chapter 670 of the code of Iowa.

PUBLISHER AND ADVERTISER HAVE READ AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AND ANY ADDENDUM(S) REFERENCED ABOVE.

ADVERTISER

LEE ENTERPRISES, INCORPORATED

By _____

By _____
Advertising Director

Company Name

Tara Seible
Print Name/Title

Billing Address / Local Address
220 Clay Street.
Cedar Falls, IA 50613

Publisher Signature

Salesperson: Kelly Balvanz
New _____ Renew X

2018 EMPLOYMENT ADVERTISING | EFFECTIVE 1.1.2018

EMPLOYMENT OPEN INCH RATE
\$85.00 Weekday
\$120.00 Sunday



INSIDER OPEN INCH RATE
\$55.00

COLOR RATES FULL COLOR

1" - 3"	\$50
4" - 12"	\$100
13" - 30"	\$200
31" - 60"	\$280
OVER 60"	\$370

SPECIAL FEATURES:

Select one or more from the following options
 Bolding
 Reverse
 Underlining
 Italics

BOX REPLIES:
 A blind box number can be assigned by the Courier. A \$50 charge will be assessed. Replies are mailed out daily to the advertiser. A dealer cannot advertise their merchandise thru a blind ad.

COLUMN MEASUREMENTS:

1 Column	1.556"
2 Column	3.222"
3 Column	4.889"
4 Column	6.556"
5 Column	8.222"
6 Column	9.889"

INSIDER WITH COURIER CLASSIFIED CONTRACT

- Pick-Up - 1 column ads starting in the Courier Sunday thru Friday.
- Pick-Up - Multiple column Ads starting in the Courier Sunday thru Friday.

Pick up into the Insider **\$12/in**
 Insider Only **\$15/in**

** Note: All advertisers will be charged a fee of \$39 for Search Boost each month(s) an ad runs in addition to the pricing above.

CONTRACT ADVERTISER DEADLINES

One Column Ads..... Tuesday thru Friday - 5:00 PM, Day Before
 Sunday and Monday - 5:00 PM, Friday
 Insider - 5:00 PM, Friday
 *Work must be in department by 12 Noon on the day prior to publication.

MULTIPLE COLUMN

AD TO RUN.....COPY DEADLINE

Monday.....	3:00 P.M., Friday
Tuesday.....	3:00 P.M., Monday
Wednesday.....	3:00 P.M., Tuesday
Thursday.....	3:00 P.M., Wednesday
Friday.....	3:00 P.M., Thursday
Sunday.....	3:00 P.M., Friday
Insider.....	5:00 P.M., Wednesday

CANCELLATIONS: Notification must be given by 5:00 PM, preceding publications. A change will be made if ad has already been set.

REPEAT RATES AVAILABLE/

MULTIPLE COLUMNS

*All ads repeated within the calendar week day will be discounted on the following basis:

6 to 20 inches.....	25%	2nd	3rd & 4th	5th & 6th
21 to 60 inches.....	35%	30%	30%	35%
61 to 119 inches.....	45%	40%	40%	45%
Full Page.....	50%	50%	50%	55%
	50%	60%	60%	70%

Repeat ad discount for signed contract advertisers only.

MULTIPLE COLUMN ADS:

- Multiple column ad minimum length 2 columns through 5 columns must be at least same number of inches long as columns wide (minimum size 2x2).
- Strip ad size 6x2 minimum. These ads will run in classification at the bottom of the page.
- Free form ads must be in color. Minimum size is 5" and must stay in diagonal configuration.
- Full reverse ads must be in readable type.
- Not less than 6 point type used in multiple column copy.

ONE COLUMN ADS:

- Agile type for Classified 1 column ads is 7 point. 7 point through 49 point permitted on 1 column ads.
- First word on all liner ads set in CAPS/BOLD.
- All 1 column ads are set directly into our computer system.
- Only 1 size of type is permitted on a line.
- Ads with white space within the body must have white space on top and bottom of ad.
- Standard border can be put on any size of ad.
- One column Classified ads using a logo or illustration must be received in department by noon prior to day of publication.

COMMISSIONS AND PAYMENT TERMS

Payment Policy: We accept:

1. Payment for advertising is due at the time of order or upon ad proof approval except where credit has been extended.
2. Credit application approval: Any contract advertiser requesting credit will be asked to complete a credit application. This application will include bank information and references. Credit approval normally takes approximately one week.
3. Credit terms: Upon approval of credit application, normal credit terms are:
 - a. Payment is due upon receipt of bill.
 - b. Net 15 days from advertiser's billing date.
 - c. Unpaid balances over 30 days is subject to a 1.25% monthly charge. APR equals 15%.
4. Requests for adjustments to bills: Adjustments to bills must be made within 30 days of advertising run date.
5. The Publisher may require cash payment in advance any time the Advertiser fails to pay for the advertising when due or otherwise violates this agreement.
6. All contract-local rates are non-commissionable.
7. All billings due Publisher must be paid in U.S. dollars.

ADVERTISING CONTRACT:

1. A signed contract is required to earn other than open ads. All advertising under the terms of The Contract must be for The Advertiser's business exclusively and is for Classified Advertising only. The Contract is not assignable by The Advertiser.
2. All advertising purchase will be at the rates and conditions on the term indicated on the Publisher's current rate cards, as revised from time to time. The rate card, its revision and successors shall be part of signed Contract.
3. Dealers or merchants must carry their name in ads offering to buy, sell, rent or trade merchandise or property related to their business. They cannot advertise as a private individual.
4. Contracts shall be effective for the period stated from the date signed for one year. Short term contracts shall automatically renew on the anniversary date unless either party gives written notice of termination. If there is no activity on a bulk Contract within the first thirty (30) days after the anniversary date it shall be automatically terminated.
5. Contract Adjustment - The Courier reserves the right to recall contract advertisers at the appropriate earned contract rate for failure to fulfill original contract requirements.
6. The Courier accepts no responsibility in notifying The Advertiser as to the amount of space used on The Contract.

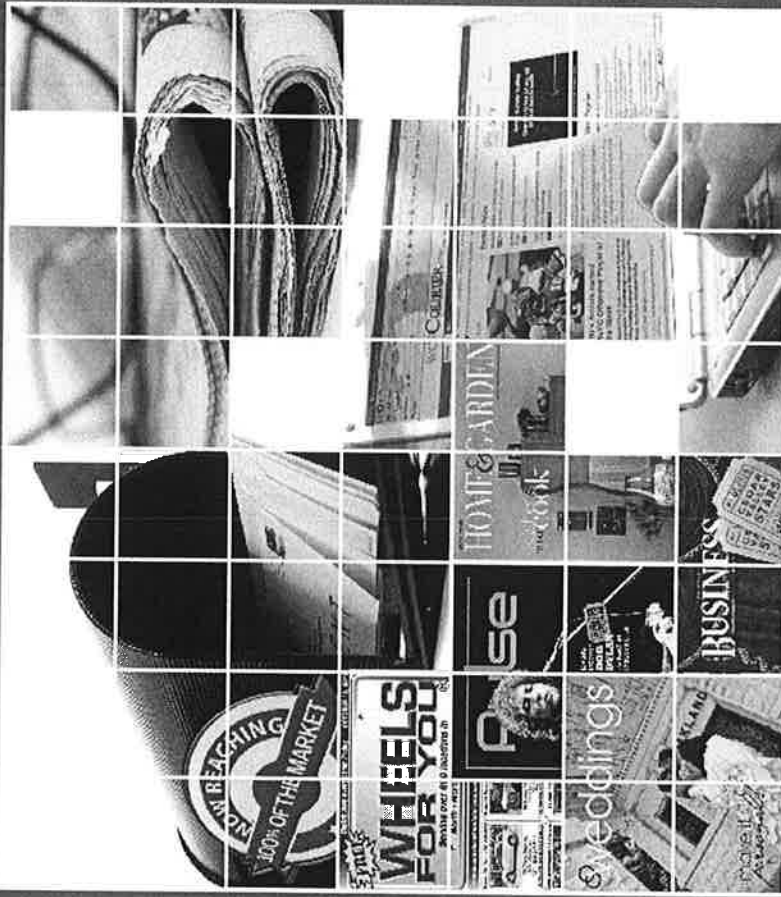
EMPLOYMENT SPECIALIST

Ryan Reingardt 319-291-1438
 Kelly Bahanz 319-291-1474

THE COURIER

2018 Rates

EMPLOYMENT ADVERTISING | EFFECTIVE 1.1.2018



MONSTER

EMPLOYMENT SPECIALIST
Ryan Reingardt 319-291-1438
Kelly Balvanz 319-291-1474

THE COURIER
100 E. 4th Street | P.O. Box 540 | Waterloo, Iowa 50704



DEPARTMENT OF MUNICIPAL OPERATIONS & PROGRAMS

RECREATION CENTER
110 E. 13TH STREET
CEDAR FALLS, IOWA 50613
319-273-8636
FAX 319-273-8656

MEMORANDUM

TO: Honorable Mayor James P. Brown and City Council
FROM: Megan Wilmot, Fitness Coordinator
DATE: 12/20/18
SUBJECT: Independent Contractor Agreement for Massage Therapy Services

Attached for your consideration is the Independent Contractor Agreement for Massage Therapy Services at the Recreation Center between the City of Cedar Falls and Ashley Kay Parcel, the Licensed Massage Therapist. There has been a previous agreement in place with this person for the same services, but the agreement was changed to allow her to add another massage therapist.

The massage therapy services have proven to be very beneficial for our patrons and community members at the Recreation Center. Due to the high demand for services, there is a need to add another massage therapist to best serve and accommodate the patrons and community members.

Ashley Kay Parcel has agreed to all terms listed in the attached agreement written by City Attorney Kevin Rogers. Mrs. Parcel shall provide independent contractor massage therapy services for clients in the Recreation Center Meeting Room, as needed, in exchange to pay the City the sum of \$5/massage with a monthly minimum of \$200 rental.

It is the recommendation of City staff that the City Council approve the attached Independent Contractor Agreement for Massage Therapy Services between the City of Cedar Falls and Ashley Kay Parcel providing authorization for the Mayor and City Clerk to sign the agreement.

INDEPENDENT CONTRACTOR AGREEMENT

For Massage Therapy Services City of Cedar Falls

This Agreement is made and entered into this 7^m day of December, in the year 2018 by and between the City of Cedar Falls (hereafter called the "City"), and Ashley Kay Parcel, the Massage Therapist (hereafter called the "MT" or the "Independent Contractor") for performance of services at the Cedar Falls Recreation Center site located at 110 East 13th Street in Cedar Falls, Iowa (hereafter called the "Recreation Center").

IN CONSIDERATION OF THE MUTUAL PROMISES AND REPRESENTATIONS SET FORTH HEREIN THE PARTIES AGREE AS FOLLOWS:

1. **Services to be Performed.** MT shall provide massage therapy services for clients who engage MT for such services at the Recreation Center. MT agrees to:
 - Schedule all massage therapy sessions during the normal operating hours when the Recreation Center is open to the public. MT shall be responsible for scheduling all massage therapy sessions.
 - Respond to clients in a timely manner and maintain the highest standards of professionalism.
2. **Terms of Payment.** MT shall bill and collect payment directly from the clients served. MT shall set and establish MT's own fee schedule and provide the City with notice of the fee schedule. Generally, MT shall be responsible for determining its own hours of service, as needed, to perform the services outlined in this Agreement. The City will publicize MT's services through handouts and on the City's website. The City shall have no obligation to provide direct payment or compensation to MT. No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to MT. The payroll or employment taxes that are subject to this paragraph include, but are not limited to, FICA (social security tax), FUTA (federal unemployment tax), federal income tax, state income tax and state unemployment insurance tax.
3. **Facility Use.** The City shall provide MT with exclusive access to the Recreation Center Meeting Room, as needed, for the purpose of allowing MT to provide massage services during normal operating hours. In exchange for such exclusive access, MT agrees to pay to the City the sum of \$5/massage, with a monthly minimum of \$200 rental. In addition, one person providing massage services under this Agreement as designated by MT shall receive a complimentary Recreation Center membership during the term of this Agreement. Such complimentary membership shall terminate immediately, without further notice, on the date that this Agreement is terminated for any reason.
4. **Independent Contractor Relationship.** The parties agree that this Agreement creates an independent contractor relationship between them. The City is interested only in the end results achieved by MT and that MT complies with the requirements specified in this Agreement. MT is not an agent or employee of the City for any purpose. Neither

party shall be considered to be an agent, master or servant of the other party for any purpose whatsoever, and neither has any authority to enter into any contract, assume any obligations or make any warranties or representations on behalf of the other. MT shall be responsible for payment of all taxes arising out of MT's activities in accordance with this Agreement, including by way of illustration but not limitation, federal and state income tax, social security tax (FICA), unemployment insurance taxes (FUTA), and any other taxes or business license fees as required. MT shall further assume exclusive responsibility for the filing of all tax returns due in connection with all amounts paid to MT by MT's clients.

5. **Fringe Benefits.** MT is not eligible for, and shall not participate in, any employee pension, health, life, disability or other fringe benefit plan of the City.
6. **Background Checks, Licenses and Certification.** MT, as well as any employee, agent, affiliate or subcontractor of MT providing massage services under this Agreement, must maintain a Current Massage Therapy License. Proof satisfactory to the City of appropriate licensure shall be provided to the City prior to providing such services, and thereafter upon request. All persons providing massage services under this Agreement will be subject to a background check.
7. **Others Providing Massage Services.** MT may employ or otherwise engage others to assist in the conduct of MT's business, in MT's sole discretion and at MT's cost, regarding accounting, bookkeeping, scheduling, clerical and other business matters. MT may also employ or otherwise engage others to also perform massage services under this Agreement. Any others so employed or engaged to also perform massage services shall be subject to the following:
 - A) They shall have the same access to the Recreation Center meeting Room as MT as set forth herein but any additional materials or equipment necessitated by additional massage therapists shall not be the responsibility of the City;
 - B) The fees payable to the City as set forth in Paragraph 3 above shall apply to massage services provided by such others;
 - C) They shall be subject to the same background checks and licensure and certification requirements as MT;
 - D) The City reserves the right to deny access to the Recreation Center to such others so employed or engaged if the City determines in its sole discretion that it is not in the City's best interests if such others provide massage services at the Recreation Center; and
 - E) The hold harmless and indemnification provisions set forth in Paragraph 9 below apply to services provided by such others.
 - F) They are not to be considered employees or agents of the City for any purpose.
8. **Insurance.** No workers' compensation insurance, or any other type of insurance (including, but not limited to, professional liability insurance) has been or will be obtained by the City on account of the massage services to be provided under the Agreement. MT shall comply with the workers' compensation laws (and all other applicable laws) with respect to MT's business. Prior to beginning any services under this Agreement, MT shall obtain liability insurance as directed by the American

CITY OF CEDAR FALLS, IOWA

By _____
James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, CMC, City Clerk



DEPARTMENT OF MUNICIPAL OPERATIONS & PROGRAMS

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

MEMORANDUM

TO: Mayor James P. Brown and Cedar Falls City Council
FROM: Mark Ripplinger, Director, Municipal Operations & Programs
DATE: December 20, 2018
SUBJECT: Pettersen Plaza Renovation

As City Council is aware, Friends of Pettersen Plaza (FPP), and the College Hill Partnership (CHP) have been meeting to discuss possible improvements to Pettersen Plaza near the intersection of College and 21st Streets. This area was constructed when College Street was improved from 20th to 23rd. Current amenities at the plaza include trees, concrete 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 for small groups to hold events.

Pettersen Plaza is not part of the park system but is maintained as a public space by the Public Works and Parks Division. At the August 6, 2018 meeting, the City Council approved hiring a consultant to develop conceptual plans for possible improvements to the plaza. Several concepts were developed and after meeting with the FPP and CHP, the attached concept was approved. This item was placed on the December 13, 2018 Park and Rec. Commission agenda. At their meeting, the commission approved proceeding with this concept.

The project may be split into separate phases depending on fundraising. At this time, the funding for the project will be achieved through private donations and grants. Volunteers and city staff may take part in in certain parts of the project. At this time, no city funds are programmed for the project.

The Department of Municipal Operations & Programs recommends the City Council approve authorizing pursuit of the attached concept. This will allow fundraising for the project to begin. Please let me know if you have any questions or comments regarding this topic.

Pettersen Plaza

Write a description for your map.

Legend



Google Earth

© 2018 Google

122

10 ft





Pettersen Plaza Concept A

Car Falls, Iowa



Pettersen Plaza

Concept A

Clear Falls, Iowa

Pettersen Plaza Cost Estimate - Concept "A"

12/18/2018

Carousel Seating with umbrella	Steel	Cloth
Six (6)	\$42,640	\$31,320 (alt)

Landscaping

Demo	\$2,000	\$2,000
19 - 1" Whitespire Birch	\$2,600	\$2,600
400 - Daylilly	\$3,000	\$3,000
Install, Misc.	\$3,500	\$3,500

Misc.

Trash Receptacles (3)	\$3,000	\$3,000
Kiosk Update *	\$1,000	\$1,000
Sculpture Pad Structures (3)*	\$9,000	\$9,000

Total	\$66,740	\$55,420
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* Estimate only, waiting for more solid numbers from our suppliers



CEDAR FALLS PARK & RECREATION COMMISSION
110 E. 13th Street Cedar Falls, IA 50613

PARK AND RECREATION COMMISSION
Minutes
December 13, 2018

- I. Meeting was called to order at 4:30 p.m. by Leslie Nixon.
- II. Roll Call

Present: Blanchard, Nixon, Stalnaker, Struck, Mattfeld
Absent: Lilly, Bowman
Staff: Ripplinger, Verink, Frost
- III. Introduction of Guests/New Commission Members
 - Welcomed Mike Butler and Sid Morris with the Gold Star Family Monument Project and Ben Rowe of 933 Grand Blvd, CF
- IV. Approval of Minutes: November 8, 2018
 - Motion by Mattfeld 2nd by Blanchard to approve the minutes. Approved 5-0.
- V. Correspondence
 - None
- VI. Agenda Revisions and Public Forum
 - None
- VII. Commission Feedback – Questions, Comments
 - None
- VIII. Unfinished Business
 - A. Snow Removal On Trails
 - Ripplinger addressed the questions regarding snow removal on trails and provided maps showing where snow is currently removed. There will be snow removal on the new trail constructed with the new University Avenue project. Roger White of the Bike Advisory Committee requested the city consider removing snow in a loop from University to South Main to Cedar Heights and Greenhill Road back to South Main. This request is under review by staff.
 - Mattfeld questioned who cleans the snow in the Western Home Communities. Staff responded that the City maintains the City streets and the residents maintain their personal sidewalks.

B. Ice Rink/Skating Area

- The boards are up and are waiting for the cold weather to set in at Gateway Park. Staff is going to remove snow from a portion of Mullen's Pond in Washington Park as a test to see how that location will work. Staff will keep an eye out for other locations that may possibly work.

C. Gold Star Family Memorial Monument

- Mike Butler and Sid Morris were present to talk about two possible locations for the Gold Star Family Memorial Monument (GSFMM). Their group would like to see Alternate B on the north side of E 14th Street used as it is more visible. The commission encouraged landscaping to be placed as a backdrop to the memorial. There is parking on the north side of the street which would make access to the monument easier; however there would be no parking directly in front of the monument so the monument would remain visible. They felt that Alternate A on the South side of E 14th Street was too close to the Freedom Rock. While it already has sidewalks and a natural green backdrop for the monument, it is not very visible to the public. Ripplinger indicated that if Alternate B is preferred the total cost for the project would increase due to the need for a public sidewalk, onsite grading, landscaping and a possible retaining wall.
- Mattfeld posed the question regarding a special place to honor missing POW from the area. Ripplinger responded that would be a possible future project.
- Staff will provide a cost estimate to locate the GSFMM in alternate B location.
- Motion by Mattfeld to recommend Commission support for Alternate B location. Second by Struck. Approved 5-0.

D. Pettersen Plaza

- Plans drawn up by Ritland & Kuiper for the project were shared by staff. The College Hill planning committee is comfortable with these new plans which were pared down to lower costs. They are looking at tables with canopies that may work in this area instead of a large shade structure. At this time the area has three linden trees and some landscaping. These would be removed and new trees and low perennials installed. Existing plant material would be salvaged.
- Motion by Mattfeld 2nd by Blanchard to endorse the recommendation to support this project. Approved 5-0.

IX. New Business

A. Proposed Rec Fees

- New Rec fee recommendation was presented by Verink. Verink noted that the main fee change was already discussed at the November meeting. Other than membership fees the remainder of fee increases were to cover costs of the programs and to provide better recordkeeping who is using the facility.
- Mattfeld made a motion to accept the fee changes and send on to City Council. 2nd by Struck. Approved 5-0.

B. 2018 Golf Numbers

- The 2018 golf numbers were shared with the commission from John Bermel. Numbers were down from last year however the weather did not cooperate in the spring or fall. Ripplinger reported that the Waverly course numbers were also down.
- Bermel has paid his obligations required in his contract with the City.

C. Park Signs

- A mock-up of the new City signs were received from Signs by Tomorrow. Struck liked the consistency of the signs throughout the City. Materials are aluminum signs supported by PVC posts. Very easy to repair if needed. Mattfeld wondered about adding park hours. Ripplinger responded that they could possibly be added to bottom of sign so they would be easy to replace if there are changes. Rowe questioned the height of the signs and the answer was that it may vary from park to park depending on location of sign. First sign installations will be in 2019 with additional signs installed over the next two fiscal years.

X. Reports

A. Recreation

- Adult Sport Leagues ongoing
- Youth basketball and tumbling completed for the fall
- Youth basketball starting up again in January
- RFP being prepared by staff for Rec needs
- Falls ordering for the summer of 2019 – chairs, tubes, chemicals
- Five new front desk staff in training
- Pfeiffer dugout and fencing redone
- Pickleball 101 classes went well – 16 new attending

B. PW/Park/Director

- Cemetery trees
- Lincoln Street tree tube repairs
- OSHA training for staff
- Place to Play restroom under construction
- Veterans Park sign at 14th St and Waterloo Rd. underway
- EAB removal going well
- Ice Rink set up at Gateway
- Sweeping & clearing trails while no snow
- Memorial tree planted in Pfeiffer Park for Class of 1977
- Plaque installation

XI. Agenda Items - Next Meeting

- Ice Skating – Mullen's Pond
- Gold Star Family Memorial - Update

XII. Next Meeting:

- January 10, 2019 4:30 p.m., Cedar Falls Recreation Center

XIII. Meeting was adjourned at 5:32 pm by Leslie Nixon Chair



CEDAR FALLS DEPARTMENT OF PUBLIC SAFETY SERVICES

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

319-273-8612

MEMORANDUM

To: Mayor and City Council
From: Jeff Olson, Public Safety Director/Chief of Police
Date: January 2, 2019
Re: Lockers, Work Counters, Shelves and Equipment

The City has received three quotes for lockers, work counters, shelves and other equipment needed for the construction of the public safety building. Invision Architecture, Building Official Craig Witry and Cedar Falls Public Safety employees worked together to identify the needs and obtain the quotes. The three companies and their quotes are listed below.

- Midwest Storage Solutions, Inc. \$130,970.11
- The Casper Corporation \$138,173.47
- Improve Group \$140,138.02

The low bid of \$130,970.11 from Midwest Storage Solutions does meet the spec requirements for the equipment needed. We recommend approval of their proposed quote authorizing the purchase of the necessary items. Complete lists of the items to be purchased are included in the attached proposal along with the other quotes and memos from Invision and Craig Witry.



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 Inspection Division

TO: Jeff Olsen, Director/Police Chief
FROM: Craig Witry, Building Official *C.W.*
DATE: December 21, 2018
SUBJECT: Lockers Equipment Quotations

Attached are the three quotations received for the lockers and equipment needed for the new Public Safety Building. I recommend we purchase the lockers and equipment specified in the proposal from the low bidder, Midwest Storage Solutions, Inc.

MEMORANDUM

PROJECT	Cedar Falls Public Safety Bldg	PROJECT #	17007
OWNER	City of Cedar Falls	DATE	12/7/2018
TO	Craig Witry	FROM	Tim Turnis
SUBJECT	Storage Vendor Recommendation		

MESSAGE

INVISION has received quotes from 3 vendors for storage components as outlined in specifications and drawings prepared by Midwest Storage Solutions, Inc. Each of the 3 vendors outlined items included in their quotes and also included freight and installation costs. The quotes are as follows:

1. Midwest Storage Solutions, Inc
A. \$130,970.11
2. The Casper Corporation
A. \$138,173.47
3. Improve Group
B. \$140,138.02

It is INVISION's recommendation to proceed with the purchase and installation of products provided by Midwest Storage Solutions, Inc.

Attachments – Vendor Quotes

Cc



Midwest Storage Solutions, Inc.

Midwest Storage Solutions
2973 100th St. STE 1
Urbandale, IA 50322



Innovative Solutions for Today's Public Safety Storage Needs

Proposal Prepared for:

City of Cedar Falls Public Safety Department



By:

Matt Jones, *Storage Consultant*
Midwest Storage Solutions, Inc.
5845 S. 118th Circle
Omaha, NE. 68137

12/4/2018

Midwest Storage Solutions, Inc. – Spacesaver®
2973 100TH St. STE 1 | Urbandale, IA 50322
T: (515) 897-0700 | C: (319) 830-6277 | mattj@mss-1.com | www.midweststoragesolutions.com

Proposed Solution

Attn: Cedar Falls Iowa
Craig Witry, Chief Jeff Olson,
Asst. Chief Craig Berte, and Fire Chief John Bostwick
220 Clay Street
Cedar Falls, IA 50613

Midwest Storage Solutions, Inc. would like to say Thank you for allowing us the opportunity to be your storage system provider! We hope that our honesty, willingness to collaborate, and list of satisfied customers precedes us, and that pricing isn't the only deciding factor. Anyone can whittle their price to beat someone else. That's not our interest. We want to be a partner with you on this great project and to be able to service your future needs to.

Per meetings with the Cedar Falls public-safety personnel and Invision Architecture, Midwest Storage Solutions will provide, inspect, deliver, and install all shelving, lockers, and other storage solutions as shown on our proprietary floor-plans and as detailed below.

Total Investment is: \$130,970.11 This includes all Material, freight & installation.

All pricing is per Spacesaver® NJPA Contract 03715-KII and includes all freight & installation. Due to quantity-discounting and contract pricing this is an "all-inclusive" price and the same discount structure **shall not** be given for a la carte pricing breakouts.

➤ Included in the above pricing are the following rooms and corresponding solutions:

- -Spacesaver® FreeStyle Lockers for Locker rooms
- -ReadyRack Gear Storage
- -Linen Storage Lockers
- -Spacesaver® Shelving:
 - Temporary Evidence Room (with LevPro)
 - Armory
 - Evidence weapons shelving
 - Long-Term Evidence & Storage Room
- -Work Benches:
 - Armory
 - Tool Shop
 - Lab
 - Read-Out

Midwest Storage Solutions, Inc. – Spacesaver®
2973 100TH St. STE 1 | Urbandale, IA 50322
T: (515) 897-0700 | C: (319) 830-6277 | mattj@mss-1.com | www.midweststoragesolutions.com

SPACESAVER FREESTYLE LOCKERS

Men's Lockers Room:

(70) PDL: 24''^W x 24''^D x 72''^H Equipped with sloped top and standard hanger shelf

- a) Electrical connection knockouts (does not include power-whips or labor to run electrical to the lockers)
- b) Pistol lock box
- c) Boot mat
- d) Lower Shelf
- e) Hasp lock for owner supplied padlock

Includes (2) PDL ADA compliant locks installed by Midwest Storage Solutions.

Women's Lockers Room:

(21) PDL: 24''^W x 24''^D x 72''^H Equipped with sloped top and standard hanger shelf

- a) Electrical connection knockouts
- b) Pistol lock box
- c) Boot mat
- d) Lower Shelf
- e) Hasp lock for owner supplied padlock

Includes (1) PDL ADA compliant lock installed by Midwest Storage Solutions.

READY RACK GEAR STORAGE

Gear Lockers

*(49) 18''^W x 20''^D x 72''^H

- Base/boot shelf
- Top shelf
- Hangar rod
- Separation panel on double sided units
- Open front/no doors



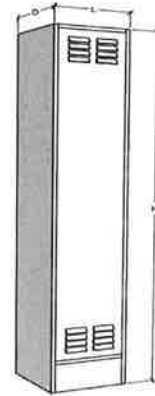
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LINEN STORAGE LOCKERS

KUL Lockers

(25) AL Full height 15" x 18" x 78"

- Hasp locker (owner provided padlock)
- Wood with Metal Front



SPACESAVER SHELVING

Spacesaver utilizes a 22-gauge "powder coated" steel shelving and is easily adjustable on 1 ½" centers and requires no nut or bolt construction. All shelving is available in a variety of colors and **can be painted to match all other shelving components within the facility**. Dividers, drawers and doors can be added to existing shelving, which makes Spacesaver shelving a long-term investment for all storage needs.

Temporary Evidence Shelving

- (1) LEVPRO = 84"^H x 120"^W x 42"^D with 5 moveable 42x18 B shelving units
- (8) 48x24 AL = 85 1/4"^H x 36"^W x 18"^D with canopy top and 4 adjustable steel shelves

Armory Room Shelving

- (2) 48x10 C = 88 1/4"^H x 48"^W x 10"^D with base shelf, top shelf and 4 HD adjustable steel shelves
- Equipped with 'Weapons Rack III' long gun holder and barrel support

Evidence Weapons Shelving

- (4) 36x12 D = 78"^H x 36"^W x 12"^D with base shelf and 2 adjustable steel shelves
- Equipped with long gun dividers/barrel supports and dividers for pistol box storage

Long-Term Evidence Shelving

- (38) 48x24 A = 76 1/4"^H x 48"^W x 24"^D with base shelf, top shelf and 3 adjustable steel shelves

Storage Room Shelving

- (26) 48x24 A = 76 1/4"^H x 48"^W x 24"^D with base shelf, top shelf and 3 adjustable steel shelves

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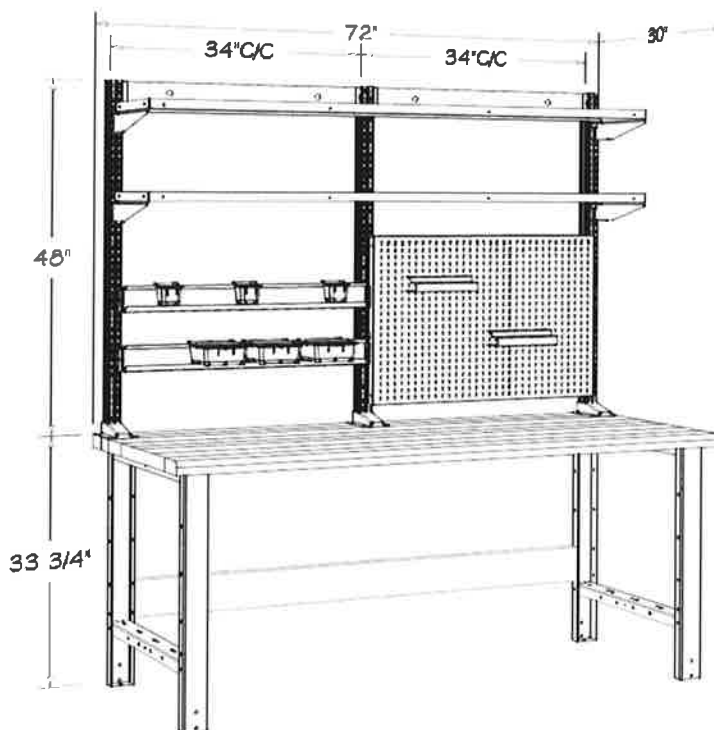
Work Benches

Armory:

(1) 72"W X 30"D X 33 3/4"H

WITH:

- a laminated wood top
- 2 open legs 27"d x 32"h
- 1 stringer
- 1 double unit frame 68"w x 48"h with:
 - 2 steel shelves
 - 1 utility panel 34" x 24"h w/ hooks & screwdriver holder
 - 2 plastic bin rails w/ plastic bins



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Tool Shop:

(1) 60"W X 30"D X 33 3/4"H
WITH:

- a laminated wood top,
- 2 open legs 27"d x 32"h,
- 1 stringer,
- 2 steel shelf levels under the work surface

Laminated Hardwood Top

WS14



Top for general industrial applications:

- Thickness : 1 3/8";
- Made with varnished hardwood slats;
- 90° radius front edge for more comfort;
- Good impact resistance;
- Attractive appearance.

Lab:

(1) 60"W X 30"D X 33 3/4"H
WITH:

- a stainless steel top,
- 2 open legs 27"d x 32"h,
- 1 stringer,
- 2 steel shelf levels under the work surface

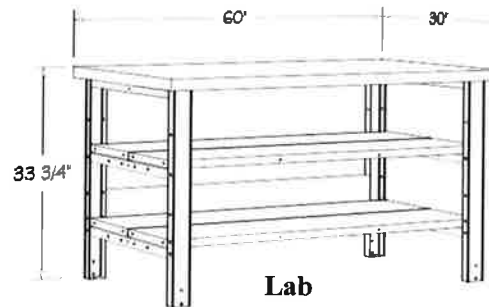
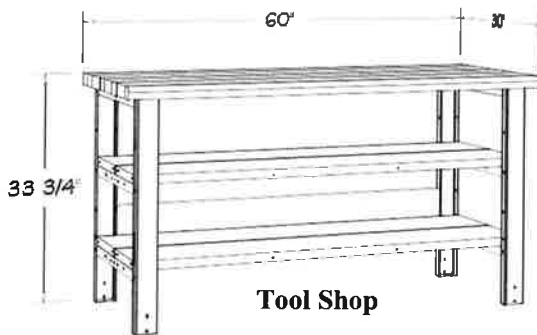
Stainless Steel Top

WS12



Top for industrial, maintenance, repair or assembly applications or when solvents, oils or other chemical products are being used;

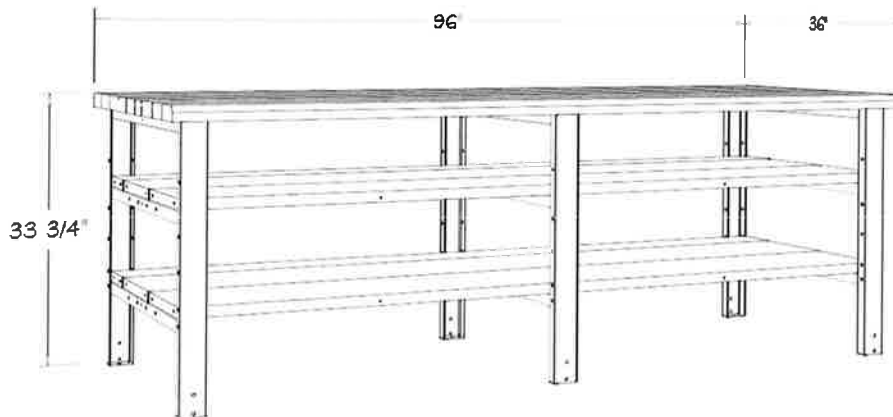
- Thickness : 1 3/4", 12 gauge steel;
- Brushed finish #4, attractive appearance;
- 2 steel crossbars for attaching legs;
- 3 wood crossbars (2" x 4") for attaching cabinets and other accessories;
- May be reinforced or soundproofed by adding a WS75 wood filler;
- Excellent corrosion resistance;
- Excellent chemical resistance (can be in prolonged contact with a substance);



Read-Out:

(1) 96"W X 36"D X 33 3/4"H
WITH:

- a laminated wood top,
- 2 open legs 27"d x 32"h,
- 1 stringer,
- 2 steel shelf levels under the work surface



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Approved By: _____

Printed Name: _____

Signature: _____

Date: _____

The above signature approves the elevations listed for order.

Again, we truly appreciate the opportunity to provide The City of Cedar Falls with this proposal. We want your business the old-fashioned way and we'll earn it by providing you with value-oriented products, on-time delivery, and a quality installation that you can be proud of.

If at any time you would like contact information for any of our local public-safety references or if you'd like to visit one of our installations, please do not hesitate to ask. We want you to talk to our past customers!

Respectfully,

Matt Jones, Storage Consultant
Midwest Storage Solutions, Inc. – Spacesaver®
2973 100th St. STE 1
Urbandale, IA 50322
www.midweststoragesolutions.com

Taylor L. Gilbreath, CEO
Midwest Storage Solutions, Inc. –
Spacesaver® 5845 S. 118th Circle
Omaha, NE. 68137
www.midweststoragesolutions.com

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ORDER COMPLETION REQUIREMENTS

DELIVERY INFORMATION

- Freight Elevator Available? YES NO
- Dock Available? YES NO
- Delivery Hours _____
- Installation Floor (Basement, 1st, 2nd, etc.) _____

DELIVERY & INSTALLATION INFORMATION

Requested Installation Date: Typically ASAP (6-8wks) unless requesting specific date or following construction

Installation Contact _____

Contact Phone _____ Contact Email _____

Location Name _____

Street Address _____

City _____ State _____ Zip Code _____

County _____

BILLING INFORMATION (25% Deposit required for all orders over \$25,000)

PO# (If Applicable) _____

CC# _____ Exp: _____ CVC# _____

Billing Contact _____

Billing Address: _____

City: _____ State: _____ Zip Code _____

Contact Phone _____ Contact Email _____



December 7, 2018

Tim Turnis
Project Coordinator
Invision
303 Watson Powell Junior Way
Des Moines, IA 50309

Dear Tim:

Per the drawings/details provided from Invision Architects. Below is our all-inclusive pricing for delivery & Installation

Total: \$140,138.02 (Sales tax not included)

ORDER DETAILS:

Shelving

QTY: 2 - 48x10 C Units
-comes with weapons rack III and barrel supports

QTY: 4 - 36x12 D Units
-comes with weapons rack III and barrel supports

QTY: 38 - 48x24 A Units

QTY: 26 - 48x24 A Units

QTY: 1 - 10x7x3.5 LEVPRO
- 5 moveable shelving units

QTY: 8 - 48x24 AL units



Lockers

QTY: 91 - FreeStyle Lockers

24"W X 24"D X 72"H

Optional components included:

Pistol lock box

Boot mat

Lower Shelf

No lock included

QTY: 50 – Ready Rack Lockers

QTY: 25 – Linen Lockers

Drawings/Additional Details...

Tables

Tool Shop Table

5'W X 2.5'D X 33.75"H

- A Laminated Wood Top,
- 2 Steel Shelves

Lab Table

5'W X 2.5'D X 33.75"H

- A Stainless-Steel Top,
- 2 Steel Shelves

Armory Table

6'W X 2.5'D X 33.75"H

- A Laminated Wood Top
- 2 Steel Shelves
- 1 Utility Panel
- 2 Plastic Bin Rails & Bins

Read-Out Table

8"W X 3'D X 33.75"H

- A Laminated Wood Top,
- 2 Steel Shelves



Best Regards,

Mike Glenn
Account Representative



THE CASPER CORPORATION

ITEM	QTY	Reference Drawings	Extras
Spacesaver Shelving	2	48x10 C	weapons rack & barrel supports
	26	48x24 A	3 shelves + base & top
	4	36x12 D	weapons rack & barrel supports
	38	48x24 A	3 shelves + base & top
Spacesaver LevPro10'	1	LevPro	5 42x18 AL units
Spacesaver Lockers: Men	70	PDL 72x24x24	Sloped top, lock box, lower shelf, boot mat
Spacesaver Lockers: Women	21	PDL 72x24x24	Sloped top, lock box, lower shelf, boot mat
Ready Rack Gear Lockers:	50	RR Gear 76.25x18x20	Standard Equip with hangar rod and panels
Linen Storage Lockers	25		Single door lockers with no lock
Armory Table	1	List Item 72x30x33.75	Laminated Wood Top 2 Open Legs 27"D X 32"H 1 stringer 1 Double Unit Frame 68"W X 48"H With: 2 Steel Shelves 1 Utility Panel 34" X 24"H W/ Hooks & Screwdriver Holder 2 Plastic Bin Rails W/ Plastic Bins
Tool Shop Table	1	List Item 60x30x33.75	Laminated Wood Top, 2 Open Legs 27"D X 32"H, 1 stringer 2 Steel Shelf Levels Under the Work Surface
Lab Table	1	List Item 60x30x33.75	Stainless Steel Top, 2 Open Legs 27"D X 32"H, 1 Stringer 2 Steel Shelf Levels Under the Work Surface
Read-Out Table	1	List Item 96x36x33.75	Laminated Wood Top,

“Serving Michigan for Over 45 Years”

Corporate Office
24081 Research Drive
Farmington Hills, MI 48335

(248) 442-9000
(248) 442-9010 Fax

Lansing Office
2843 E. Grand River #274
East Lansing, MI 48823

(517) 321-4697
(888) 469-0779 Fax

Kalamazoo Office
6749 S. Westnedge Ave., Suite K
PMB 160
Portage, MI 49002
(269) 329-0329
(888) 352-0695 Fax

Grand Rapids Office
3923 28th Street, SE
PMB 215
Grand Rapids, MI 49512
(616) 866-1606
(888) 239-3122 Fax

Saginaw Office
Saginaw, MI
(248) 442-9000
(248) 442-9010 Fax



			2 Open Legs 27"D X 32"H, 1 stringer 2 Steel Shelf Levels Under the Work Surface
--	--	--	---

TOTAL: \$138,173.47 (Prices reflect delivery and installation)



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
Engineering Division

TO: Honorable Mayor James P. Brown and City Council
FROM: Matthew Tolan, EI, Civil Engineer II
DATE: January 2nd, 2019
SUBJECT: 2018 Permeable Alley Project
Project No. ST-105-3094
Final Out

The 2018 Permeable Alley Project is complete and ready for final acceptance. The project installed a permeable pavement alley to treat stormwater runoff from adjacent paved surfaces. The project was under contract with Benton's Sand & Gravel of Cedar Falls, Iowa. Attached you will find the following final documents:


- Final Pay Estimate (releases retainage)
- Copy of Maintenance Bond, Benton's Sand & Gravel

The following lien waivers have been received, reviewed by the Engineering Division and are on file with City Clerk:

<u>Benton's Sand & Gravel Suppliers:</u> BMC Aggregates L.C. Utility Equipment Co.	<u>Benton's Sand & Gravel Subcontractors:</u> Service Signing Mike Dolan Concrete Matthias Landscaping
--	---

This project was primarily funded by the Storm Water Fund and Street Construction Fund.

I certify that the public improvements for the 2018 Permeable Alley Project were completed in reasonable compliance with the project plans and specifications.


 _____ 1/2/2019
 Matthew Tolan Date

xc: Stephanie Houk Sheetz, Director of Community Development
Chase Schrage, Principal Engineer

ESTIMATE NO 5 FINAL

DATE: December 12, 2018
 CONTRACT AMOUNT \$ 87,418.73
 CONTRACTOR : Benton Sand & Gravel, Ic

CITY OF CEDAR FALLS, IOWA
 DEPARTMENT OF COMMUNITY DEVELOPMENT
 ENGINEERING DIVISION
 BI-WEEKLY ESTIMATE
 BID ITEM COSTS

PROJECT NAME : 2018 PERMEABLE ALLEY PROJECT
 CITY PROJECT NO. : ST-105-3094

BID ITEM	DESCRIPTION	EST. QUANTITY	UNIT	INST. UNITS TO DATE	UNIT PRICE	EXT. PRICE	ITEM COMP %
+1	TRAFFIC CONTROL	1.00	L S	1.00	\$1,800.00	\$1,800.00	100.0
+2	CLEARING AND GRUBBING	1.00	UNITS	1.00	\$700.00	\$700.00	100.0
+3	REMOVAL OF CURB & GUTTER	68.00	L F	68.00	\$10.00	\$680.00	100.0
+4	REMOVAL OF DRIVEWAY	90.70	S Y	90.70	\$9.00	\$816.30	100.0
+5	REMOVAL OF SIDEWALK	16.40	S Y	16.40	\$9.00	\$147.60	100.0
+6	EXCAVATION, CLASS 10, ROADWAY WASTE	334.90	C Y	334.90	\$15.00	\$5,023.50	100.0
+7	SUBDRAIN, 6 IN., PERFORATED	305.00	L F	305.00	\$15.00	\$4,575.00	100.0
+8	SUBDRAIN, MONITORING WELL	2.00	EACH	2.00	\$575.00	\$1,150.00	100.0
+9	TRENCH DRAIN	8.00	L F	8.00	\$165.00	\$1,320.00	100.0
+10	GEOTEXTILE FABRIC, PERMEABLE	505.10	S Y	505.10	\$4.50	\$2,272.95	100.0
+11	STORAGE AGGREGATE - BASE LAYER (ICOT GRADATION #13, CLASS 2, 3" CLEAN)	415.90	S Y	415.90	\$12.00	\$4,990.80	100.0
+12	STONE AGGREGATE - CHOKE LAYER (IDOT GRADATION #3, CLASS 2, 1" CLEAN)	415.90	S Y	415.90	\$6.00	\$2,495.40	100.0
+13	CONCRETE COLLAR, 6" P.C.C., CLASS C, 5' WIDTH	303.50	S Y	306.20	\$49.50	\$15,156.90	100.9
+14	CURB & GUTTER, 7" P.C.C./HMA	68.00	L F	80.00	\$55.00	\$4,400.00	117.6
+15	GRAVEL HEADER, 1" ROADSTONE	15.30	S Y	26.80	\$15.00	\$402.00	175.2
+16	CONCRETE HEADER, 6" P.C.C., CLASS "C"	17.80	S Y	17.80	\$69.30	\$1,233.54	100.0
+17	DRIVEWAY, 6" P.C.C., CLASS "C"	80.10	S Y	76.50	\$49.50	\$3,786.75	95.5
+18	SIDEWALK, 6" P.C.C., CLASS "C"	26.20	S Y	22.60	\$49.50	\$1,118.70	86.3
+19	PERMEABLE CLAY BLOCK PAVERS	1,011.10	S Y	1,011.10	\$11.72	\$11,850.09	100.0
+20	TOPSOIL, FURNISH AND SPREAD	20.00	C Y	20.00	\$40.00	\$800.00	100.0
+21	HYDRAULIC MULCHING (TYPE 1, PERMANENT LAWN MIXTURE)	1,000.00	S F	1,521.60	\$1.80	\$2,738.88	152.2
+22	WATTLES	40.00	L F	140.00	\$5.00	\$700.00	350.0
+23	STREET & ALLEY SWEEPING/VACUUMING	2.00	HOURS	2.00	\$150.00	\$300.00	100.0
+24	VALVE ADJUSTMENT	1.00	EACH	0.00	\$300.00	\$0.00	0.0
+25	INTAKE, SEDIMENT FILTER	15.00	L F	0.00	\$10.00	\$0.00	0.0
+26	INTAKE WELL, SEDIMENT FILTER	2.00	EACH	0.00	\$150.00	\$0.00	0.0
+27	CLEANING OF SEDIMENT FILTER BASINS	2.00	EACH	0.00	\$100.00	\$0.00	0.0

Total Amount of Work Done to Date : \$68,458.41

Percent of Work Done to Date : 101.0%

CHECKED BY

SIGNED:

Matthew Tolan
 Matthew Tolan
 CIVIL ENGINEER I

Prepaid Inventory Value
 (See Attachment)

Total Project Cost (Bid) \$67,481.73

Deduction : \$0.00

Less Retained Percentage (5%) : \$0.00

Less Previous Payments : \$65,035.49

AMOUNT DUE THIS ESTIMATE \$3,422.92

ITEM DENOTATION

+ = Final Quantity

Signed *Jan D. Jones*
 Benton Sand & Gravel

Performance, Payment and Maintenance Bond

SURETY BOND NO. S459765

KNOW ALL BY THESE PRESENTS:

That we, Benton's Sand & Gravel Inc, as Principal (hereinafter the "Contractor" or "Principal" and Employers Mutual Casualty Company as Surety are held and firmly bound unto CITY OF CEDAR FALLS, IOWA, as Obligee (hereinafter referred to as "the Owner"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of **Sixty Seven Thousand Four Hundred Eighteen and Seventy Three cents (\$67,418.73)**, lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Owner, bearing date the _____ day of _____, 2018, hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

**2018 Permeable Alley Project
Paving/ Subdrainage
Project ST-105-3094**

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents.

It is expressly understood and agreed by the Contractor and Surety in this bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Owner from all outlay and expense incurred by the Owner by reason of the Contractor's default or failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. **PAYMENT:** The Contractor and the Surety on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Owner is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.
3. **MAINTENANCE:** The Contractor and the Surety on this Bond hereby agree, at their own expense:

- A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of 2 year (s) from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
- B. To keep all work in continuous good repair; and
- C. To pay the Owner's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Owner all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

Contractor's and Surety's agreement herein made extends to defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.

4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
- B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this bond shall then be released as to such excess increase; and
- C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

The Contractor and every Surety on the bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- D. That no provision of this Bond or of any other contract shall be valid that limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.
- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Owner including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorneys fees (including overhead expenses of the Owner's staff attorneys), and all costs and expenses of litigation as they are incurred by the Owner. It is intended the Contractor and Surety will defend and indemnify the Owner on all claims made against the Owner on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Owner will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Owner incurs any "outlay and expense" in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Owner whole for all such outlay and expense, provided that the Surety's obligation under this bond shall not exceed 125% of the penal sum of this bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be in the Iowa District Court for Polk County, State of Iowa. If legal action is required by the Owner to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Owner, the Contractor and the Surety agree, jointly, and severally, to pay the Owner all outlay and expense incurred therefor by the Owner. All rights, powers, and remedies of the Owner hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Owner, by law. The Owner may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Witness our hands, in triplicate, this _____ day of _____, 2018.

Surety Countersigned By:

Jill Shaffer
Signature of Agent

PRINCIPAL:

Benton's Sand & Gravel Inc
Contractor

By: [Signature]
Signature
v.p. _____
Title

Jill Shaffer
Printed Name of Agent

LMC Insurance & Risk Management
Company Name

4200 University Avenue #200
Company Address

West Des Moines, IA 50266
City, State, Zip Code

515-244-0166
Company Telephone Number

SURETY:

Employers Mutual Casualty Company
Surety Company

By: [Signature]
Signature Attorney-in-Fact Officer

Jill Shaffer
Printed Name of Attorney-in-Fact Officer

Employers Mutual Casualty Company
Company Name

PO Box 712
Company Address

Des Moines, IA 50306
City, State, Zip Code

515-280-2511
Company Telephone Number

FORM APPROVED BY:

Attorney for Owner

NOTE:

1. All signatures on this performance, payment, and maintenance bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This bond must be sealed with the Surety's raised, embossing seal.
3. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this bond must be exactly as listed on the Certificate or Power of Attorney accompanying this bond.



CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

- 1. Employers Mutual Casualty Company, an Iowa Corporation
- 2. EMCASCO Insurance Company, an Iowa Corporation
- 3. Union Insurance Company of Providence, an Iowa Corporation
- 4. Illinois EMCASCO Insurance Company, an Iowa Corporation
- 5. Dakota Fire Insurance Company, a North Dakota Corporation
- 6. EMC Property & Casualty Company, an Iowa Corporation
- 7. Hamilton Mutual Insurance Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint: PATRICK K. DUFF, GREG T. LAMAIR, MARK E. KEAIRNES, NANCY D. BALTUTAT, JEFFREY R. BAKER, JOSEPH I. SCHMIT, JILL SHAFFER, CHRISTOPHER R. SEIBERLING

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute its lawful bonds, undertakings, and other obligatory instruments of a similar nature as follows:

In an amount not exceeding Ten Million Dollars.....\$10,000,000.00

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at a regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 16th day of JANUARY, 2018.

Seals



Bruce G. Kelley
Bruce G. Kelley, Chairman
of Companies 2, 3, 4, 5 & 6; President
of Company 1; Vice Chairman and
CEO of Company 7

Todd Strother
Todd Strother
Vice President

On this 16th day of JANUARY AD 2018 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the Chairman, President, Vice Chairman and CEO, and/or Vice President, respectively, of each of The Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Todd Strother, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of each of the Companies.
My Commission Expires October 10, 2019.

Kathy Loveridge
Notary Public in and for the State of Iowa

CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on JANUARY 16, 2018 on behalf of: PATRICK K. DUFF, GREG T. LAMAIR, MARK E. KEAIRNES, NANCY D. BALTUTAT, JEFFREY R. BAKER, JOSEPH I. SCHMIT, JILL SHAFFER, CHRISTOPHER R. SEIBERLING

are true and correct and are still in full force and effect.
In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this _____ day of _____.

J D Clough Vice President

MATERIAL SUPPLIER CERTIFICATE AND WAIVER OF LIEN –
ACKNOWLEDGEMENT OF PAYMENT

Supplier: MATTHIAS LANDSCAPING, 3170 Wagner Rd, Waterloo IA 50703

Project: 2018 PERMEABLE ALLEY

Address: Franklin and Tremont/15th and 16th Streets/Cedar Falls IA

Owner: CITY OF CEDAR FALLS, CEDAR FALLS IOWA 50613

Period from: August 16, 2018 Date to October 31, 2018 Date

Materials, Equipment, and/or Machinery have been delivered to the site, or materials have been especially fabricated for the Project during the Period as follows:

Description:

\$1,500.00 hydrolic mulching supplied for 2018 Permeable Alley Project

Matthias Landscaping (Supplier) hereby certifies that payment has been received in full for the above and hereby waives all right to liens and claims against the Owner therefore.

By: [Signature]

Title: President

Date: 11-29-18

Witness by hand and notary seal, this 29th day of Nov 2018

[Signature] My Commission Expires: 1-23-21
Notary

Nathan Lansing County of Residence: Bremer
Printed Signature



SUPPLIER/SUB-CONTRACTOR CERTIFICATE AND WAIVER OF LIEN
ACKNOWLEDGEMENT OF PAYMENT

SUPPLIER/SUB-CONTRACTOR: Mike Dolan Concrete

PROJECT: 2018 Permeable Alley Reconstruction

ADDRESS: Cedar Falls Iowa

OWNER: City of Cedar Falls

PRIME CONTRACTOR: Benton's Sand & Gravel, Inc.

PERIOD FROM: August 2018 TO October 2018

DATE DATE

Materials, Equipment and /or Machinery have been delivered to the site, materials have been especially fabricated, or labor has been completed for the demolition of and/or for the construction of improvements for the Project during the Period as follows:

Description:

\$ 34,343.29 AMOUNT PAID

MIKE Dolan hereby certifies that payment has been made and hereby waives all right to liens and claims against the Owner and _____ therefore.

By: Mike Dolan

Title: President

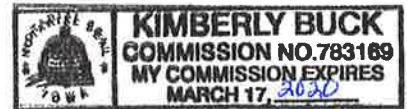
Date: 12-7-18

SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE AT Cedar Falls, Iowa

CITY STATE

THIS 7th DAY OF December, 2018.

Kimberly Buck
NOTARY



CONTRACTOR: Benton's Sand & Gravel, Inc.

MATERIAL SUPPLIER CERTIFICATE AND WAIVER OF LIEN –
ACKNOWLEDGEMENT OF PAYMENT

Supplier: SERVICE SIGNING, 3533 W. Airline Hwy, Waterloo IA 50703

Project: 2018 PERMEABLE ALLEY

Address: Franklin and Tremont/15th and 16th Streets/Cedar Falls IA

Owner: CITY OF CEDAR FALLS, CEDAR FALLS IOWA 50613

Period from: August 16, 2018 to October 31, 2018
Date Date

Materials, Equipment, and/or Machinery have been delivered to the site, or materials have been especially fabricated for the Project during the Period as follows:

Description:

\$ 400.00 traffic control supplied for 2018 Permeable Alley Project

Service Signing LLC (Supplier) hereby certifies that payment has been received in full for the above and hereby waives all right to liens and claims against the Owner therefore.

By: *Alex B...*

Title: *VP*

Date: *Dec. 4, 2018*

Witness by hand and notary seal, this *4th* day of *December 2018*

Cristi Hagedorn My Commission Expires: *10-17-2021*
Notary

CRISTI HAGEDORN County of Residence: _____
Printed Signature



MATERIAL SUPPLIER CERTIFICATE AND WAIVER OF LIEN –
ACKNOWLEDGEMENT OF PAYMENT

Supplier: BMC AGGREGATES, PO Box 2277, Waterloo, IA 50704

Project: 2018 PERMEABLE ALLEY

Address: Franklin and Tremont/15th and 16th Streets/Cedar Falls IA

Owner: CITY OF CEDAR FALLS, CEDAR FALLS IOWA 50613

Period from: August 16, 2018 to October 31, 2018
Date Date

Materials, Equipment, and/or Machinery have been delivered to the site, or materials have been especially fabricated for the Project during the Period as follows:

Description:

\$ 9,452.10 Rock supplied for 2018 Permeable Alley Project

BMC Aggregates L.C. (Supplier) hereby certifies that payment has been received in full for the above and hereby waives all right to liens and claims against the Owner therefore.

By: [Signature]

Title: Managing Member

Date: 11/29/18

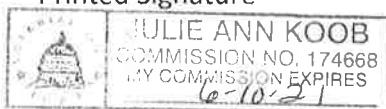
Witness by hand and notary seal, this 29 day of November

Julie Ann Koob
Notary

My Commission Expires: 6-10-21

Julie Ann Koob
Printed Signature

County of Residence: Black Hawk



BENTON'S SAND AND GRAVEL

MATERIAL SUPPLIER CERTIFICATE AND WAIVER OF LIEN –
ACKNOWLEDGEMENT OF PAYMENT

Supplier: UTILITY EQUIPMENT CO, PO Box 1290, Bettendorf, IA 52722

Project: 2018 PERMEABLE ALLEY

Address: Franklin and Tremont/15th and 16th Streets/Cedar Falls IA

Owner: CITY OF CEDAR FALLS, CEDAR FALLS IOWA 50613

Period from: August 16, 2018 to October 31, 2018
Date Date

Materials, Equipment, and/or Machinery have been delivered to the site, or materials have been especially fabricated for the Project during the Period as follows:

Description:

\$ 2,541.47 material supplied for 2018 Permeable Alley Project

UTILITY EQUIPMENT CO INC (Supplier) hereby certifies that payment has been received in full for the above and hereby waives all right to liens and claims against the Owner therefore.

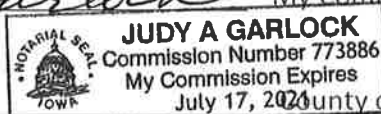
By: Thomas C. Coryn

Title: THOMAS C. CORYN, V. PRESIDENT

Date: NOVEMBER 30, 2018

Witness by hand and notary seal, this 30TH day of NOVEMBER, 2018

Judy A. Garlock My Commission Expires: JULY 17, 2021
Notary



JUDY A GARLOCK

Printed Signature

SUPPLIER/SUB-CONTRACTOR CERTIFICATE AND WAIVER OF LIEN
ACKNOWLEDGEMENT OF PAYMENT

SUPPLIER/SUB-CONTRACTOR: Utility Equipment Co.
PROJECT: Permeable Alley Reconstruction
ADDRESS: Cedar Falls, Iowa
OWNER: City of Cedar Fall
PRIME CONTRACTOR: Benton's Sand & Gravel, Inc.

PERIOD FROM: October 1, 2018 TO October 31, 2018
DATE DATE

Materials, Equipment and /or Machinery have been delivered to the site, materials have been especially fabricated, or labor has been completed for the demolition of and/or for the construction of improvements for the Project during the Period as follows:

Description: Material

\$ 432.35 AMOUNT PAID

UTILITY EQUIPMENT CO hereby certifies that payment has been made and hereby waives all right to liens and claims against the Owner and BENTON'S SAND & GRAVEL INC therefore.

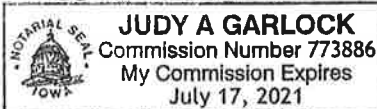
By: Michael R. Coryn

Title: MICHAEL R. CORYN PRESIDENT

Date: NOVEMBER 12, 2018

SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE AT BETTENDORF, IOWA
CITY STATE

THIS 12TH DAY OF NOVEMBER, 2018.

Judy A Garlock
NOTARY


CONTRACTOR: _____



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
Engineering Division

TO: Honorable Mayor James P. Brown and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: January 3, 2019

SUBJECT: 2018 Sidewalk Assessment Project, Zone 9
Project No. SW-000-3113
Presentation of Final Statement of Expenditures for Material and Labor

The 2018 Sidewalk Assessment Project for Zone 9 is completed and ready for assessment. The project repaired deficient sidewalk adjacent to 79 private properties for a total assessment cost of \$33,899.18.

In 2016, approximately 263 notices were sent out for defective or missing sidewalk. The notices informed the property owners of their responsibility to repair the adjacent sidewalk. If the property owners didn't repair the sidewalk, the City would repair the sidewalk and assess the property. Seventy percent of the property owners notified repaired the defective or missing sidewalk, and thirty percent of the property owners notified did not repair the defective or missing sidewalk. The average cost of defective sidewalk is \$429.10 with the highest cost at approximately \$2,229.41.

Attached please find the Final Statement of Expenditures for Material and Labor for the 2018 Sidewalk Assessment Project for Zone 9.

I recommend that the City Council approve and accept the Final Statement of Expenditures for Material and Labor for the 2018 Sidewalk Assessment Project for Zone 9.

xc: Stephanie Houk Sheetz, Director of Community Development
Chase Schrage, Principal Engineer

2018 SIDEWALK ASSESSMENT PROJECT
CITY PROJECT NUMBER SW - 000 - 3113

Final Statement of Expenditures for Material and Labor

Property Owner	Mailing Address	City	State	Zip Code	Address or Location	Legal Description	Item No. 1 Removal of Sidewalk (S.F.)	Unit Price	Extended price	Item No. 2 Sidewalk Replacement 4" (S.F.)	Unit Price	Extended price	Item No. 3 Sidewalk Replacement 6" (S.F.)	Unit Price	Extended price	Item No. 4 Topsoil (C.Y.)	Unit Price	Extended price	Item No. 5 Seeding (S.F.)	Unit Price	Extended price	Item No. 6 Curb Stop (EACH)	Unit Price	Extended price	Item No. 7 Granular Backfill (Tons)	Unit Price	Extended price	Item No. 8 Traffic Control (L.S.)	Unit Price	Extended price	Total Cost of Replacement or Installation
DS Rentals LLC	PO Box 128	Cedar Falls	IA	50613	1638 Waterloo Road	8914-13-227-010	25.10	\$2.25	\$56.48	25.10	\$5.25	\$131.78	0.00	\$6.50	\$0.00	0.15	\$75.00	\$11.25	11.80	\$1.50	\$17.70	0.00	\$300.00	\$0.00	0.00	\$30.00	\$0.00	0.00	0.00	0.00	\$205.81
Marvin Ihnen	1616 East Street	Cedar Falls	IA	50613	1616 East Street	8914-13-228-016	20.00	\$2.25	\$45.00	20.00	\$5.25	\$105.00	0.00	\$6.50	\$0.00	0.10	\$75.00	\$7.50	8.00	\$1.50	\$12.00	0.00	\$300.00	\$0.00	0.00	\$30.00	\$0.00	0.00	0.00	0.00	\$258.10
Shelly Gates	1791 310th Street	Rowley	IA	50613	1623 Scoggin Street	8914-13-228-009	48.00	\$2.25	\$108.00	48.00	\$5.25	\$252.00	0.00	\$6.50	\$0.00	0.19	\$75.00	\$14.25	15.10	\$1.50	\$22.65	0.00	\$300.00	\$0.00	0.00	\$30.00	\$0.00	0.00	0.00	0.00	\$485.51
Deanna Wheeler	8037 Acker Road	Waterloo	IA	50701	821 Grand Boulevard	8914-13-229-004	82.50	\$2.25	\$185.63	60.50	\$5.25	\$317.63	22.00	\$6.50	\$143.00	0.30	\$75.00	\$22.50	24.20	\$1.50	\$36.30	0.00	\$300.00	\$0.00	0.00	\$30.00	\$0.00	0.00	0.00	0.00	\$793.66
Jeffrey Taylor	1607 Schreiber Street	Cedar Falls	IA	50613	1607 Schreiber Street	8914-13-229-005	20.00	\$2.25	\$45.00	20.00	\$5.25	\$105.00	0.00	\$6.50	\$0.00	0.10	\$75.00	\$7.50	8.00	\$1.50	\$12.00	0.00	\$300.00	\$0.00	0.00	\$30.00	\$0.00	0.00	0.00	0.00	\$258.11
Barbara Morrison Trust	1612 Schreiber Street	Cedar Falls	IA	50613	1612 Schreiber Street	8913-18-151-014	24.50	\$2.25	\$55.13	0.00	\$5.25	\$0.00	24.50	\$6.50	\$159.25	0.04	\$75.00	\$3.00	3.00	\$1.50	\$4.50	0.00	\$300.00	\$0.00	0.00	\$30.00	\$0.00	0.00	0.00	0.00	\$310.49
Cathy Wigant	909 Grand Boulevard	Cedar Falls	IA	50613	909 Grand Boulevard	8913-18-151-002	27.00	\$2.25	\$60.75	0.00	\$5.25	\$0.00	27.00	\$6.50	\$175.50	0.00	\$75.00	\$0.00	0.00	\$1.50	\$0.00	0.00	\$300.00	\$0.00	0.00	\$30.00	\$0.00	0.00	0.00	0.00	\$324.86
Dana Roberts	1708 Schreiber Street	Cedar Falls	IA	50613	1708 Schreiber Street	8913-18-153-018	20.50	\$2.25	\$46.13	20.50	\$5.25	\$107.63	0.00	\$6.50	\$0.00	0.10	\$75.00	\$7.50	8.20	\$1.50	\$12.30	0.00	\$300.00	\$0.00	0.00	\$30.00	\$0.00	0.00	0.00	0.00	\$262.15
Scott Bakula	1022 Denver Street	Waterloo	IA	50702	1722 Schreiber Street	8913-18-153-021	23.50	\$2.25	\$52.88	23.50	\$5.25	\$123.38	0.00	\$6.50	\$0.00	0.12	\$75.00	\$9.00	9.40	\$1.50	\$14.10	0.00	\$300.00	\$0.00	0.00	\$30.00	\$0.00	0.00	0.00	0.00	\$287.95
Timothy Kramer	1620 Birch Street	Cedar Falls	IA	50613	1620 Birch Street	8913-18-152-001	85.50	\$2.25	\$192.38	85.50	\$5.25	\$448.88	0.00	\$6.50	\$0.00	0.42	\$75.00	\$31.50	34.20	\$1.50	\$51.30	0.00	\$300.00	\$0.00	0.00	\$30.00	\$0.00	0.00	0.00	0.00	\$812.66
Andrew Shroll	930 Newman Avenue	Cedar Falls	IA	50613	930 Newman Avenue	8913-18-152-006	65.50	\$2.25	\$147.38	44.50	\$5.25	\$233.63	21.00	\$6.50	\$136.50	0.22	\$75.00	\$16.50	17.80	\$1.50	\$26.70	0.00	\$300.00	\$0.00	0.00	\$30.00	\$0.00	0.00	0.00	0.00	\$649.31
Connie Smith	929 Newman Avenue	Cedar Falls	IA	50613	929 Newman Avenue	8913-18-154-001	248.00	\$2.25	\$558.00	173.00	\$5.25	\$908.25	75.00	\$6.50	\$487.50	0.95	\$75.00	\$71.25	77.20	\$1.50	\$115.80	0.00	\$300.00	\$0.00	0.00	\$30.00	\$0.00	0.00	0.00	0.00	\$2,229.41
Blake Hibben	1715 Birch Street	Cedar Falls	IA	50613	1715 Birch Street	8913-18-153-004	65.00	\$2.25	\$146.25	45.00	\$5.25	\$236.25	20.00	\$6.50	\$130.00	0.22	\$75.00	\$16.50	18.00	\$1.50	\$27.00	0.00	\$300.00	\$0.00	0.00	\$30.00	\$0.00	0.00	0.00	0.00	\$644.61
Eric Lins	407 Bonita Boulevard	Cedar Falls	IA	50613	1725 Birch Street	8913-18-153-005	25.00	\$2.25	\$56.25	25.00	\$5.25	\$131.25	0.00	\$6.50	\$0.00	0.12	\$75.00	\$9.00	10.00	\$1.50	\$15.00	0.00	\$300.00	\$0.00	0.00	\$30.00	\$0.00	0.00	0.00	0.00	\$300.11
Seth Modderman	1631 Gibson Street	Cedar Falls	IA	50613	1631 Gibson Street	8913-18-152-004	67.50	\$2.25	\$151.88	41.50	\$5.25	\$217.88	26.00	\$6.50	\$169.00	0.21	\$75.00	\$15.75	16.60	\$1.50	\$24.90	0.00	\$300.00	\$0.00	0.00	\$30.00	\$0.00	0.00	0.00	0.00	\$668.01
Kel Mar LC	619 East 19th Street	Cedar Falls	IA	50613	623 East 18th Street	8914-13-279-001	57.70	\$2.25	\$129.83	57.70	\$5.25	\$302.93	0.00	\$6.50	\$0.00	0.24	\$75.00	\$18.00	19.40	\$1.50	\$29.10	0.00	\$300.00	\$0.00	0.00	\$30.00	\$0.00	0.00	0.00	0.00	\$568.46
Vera James LLC	1819 Pinehurst Lane	Waterloo	IA	50701	907 Rainbow Drive	8913-18-157-010	15.60	\$2.25	\$35.10	15.60	\$5.25	\$81.90	0.00	\$6.50	\$0.00	0.05	\$75.00	\$3.75	3.90	\$1.50	\$5.85	0.00	\$300.00	\$0.00	0.00	\$30.00	\$0.00	0.00	0.00	0.00	\$215.21
Douglas Stone	1027 Rainbow Drive	Cedar Falls	IA	50613	1027 Rainbow Drive	8913-18-158-006	50.00	\$2.25	\$112.50	50.00	\$5.25	\$262.50	0.00	\$6.50	\$0.00	0.25	\$75.00	\$18.75	20.00	\$1.50	\$30.00	0.00	\$300.00	\$0.00	0.00	\$30.00	\$0.00	0.00	0.00	0.00	\$512.36
Scott Lyon	15431 Lakeview Drive	Clear Lake	IA	50428	1524 Rainbow Drive	8913-18-177-017	32.00	\$2.25	\$72.00	32.00	\$5.25	\$168.00	0.00	\$6.50	\$0.00	0.20	\$75.00	\$15.00	16.00	\$1.50	\$24.00	0.00	\$300.00	\$0.00	0.00	\$30.00	\$0.00	0.00	0.00	0.00	\$367.61
Joel Kaisten	1609 Rainbow Drive	Cedar Falls	IA	50613	1609 Rainbow Drive	8913-18-179-002	17.20	\$2.25	\$38.70	17.20	\$5.25	\$90.30	0.00	\$6.50	\$0.00	0.11	\$75.00	\$8.25	8.60	\$1.50	\$12.90	0.00	\$300.00	\$0.00	0.00	\$30.00	\$0.00	0.00	0.00	0.00	\$234.76
Steven Schmitt	56 Glenwood Road	Rutland	MA	01543	1716 Rainbow Drive	8913-18-256-023	16.40	\$2.25	\$36.90	0.00	\$5.25	\$0.00	16.40	\$6.50	\$106.60	0.00	\$75.00	\$0.00	0.00	\$1.50	\$0.00	0.00	\$300.00	\$0.00	0.00	\$30.00	\$0.00	0.00	0.00	0.00	\$233.11
Andrew Abbott	1820 Rainbow Drive	Cedar Falls	IA	50613	1820 Rainbow Drive	8913-18-256-016	16.00	\$2.25	\$36.00	16.00	\$5.25	\$84.00	0.00	\$6.50	\$0.00	0.10	\$75.00	\$7.50	8.00	\$1.50	\$12.00	0.00	\$300.00	\$0.00	0.00	\$30.00	\$0.00	0.00	0.00	0.00	\$228.10
John Galloway	1840 Rainbow Drive	Cedar Falls	IA	50613	1838/1840 Rainbow Drive	8913-18-256-026	16.80	\$2.25	\$37.80	16.80	\$5.25	\$88.20	0.00	\$6.50	\$0.00	0.10	\$75.00	\$7.50	8.40	\$1.50	\$12.60	0.00	\$300.00	\$0.00	0.00	\$30.00	\$0.00	0.00	0.00	0.00	\$234.76
Thomas Snyder	611 2nd Street S.E.	Dyersville	IA	52040	1841 Rainbow Drive	8913-18-403-007	16.00	\$2.25	\$36.00	16.00	\$5.25	\$84.00	0.00	\$6.50	\$0.00	0.10	\$75.00	\$7.50	8.00	\$1.50	\$12.00	0.00	\$300.00	\$0.00	0.00	\$30.00	\$0.00	0.00	0.00	0.00	\$228.10
Brandon Pedersen	1904 Rainbow Drive	Cedar Falls	IA	50613	1904 Rainbow Drive	8913-18-257-015	17.20	\$2.25	\$38.70	17.20	\$5.25	\$90.30	0.00	\$6.50	\$0.00	0.11	\$75.00	\$8.25	8.60	\$1.50	\$12.90	0.00	\$300.00	\$0.00	0.00	\$30.00	\$0.00	0.00	0.00	0.00	\$238.76
Chad Schroeder	1928 Rainbow Drive	Cedar Falls	IA	50613	1928 Rainbow Drive	8913-18-257-008	16.40	\$2.25	\$36.90	0.00	\$5.25	\$0.00	16.40	\$6.50	\$106.60	0.00	\$75.00	\$0.00	0.00	\$1.50	\$0.00	0.00	\$300.00	\$0.00	0.00	\$30.00	\$0.00	0.00	0.00	0.00	\$232.11
Paul Sorenson	1916 Hawthorne Drive	Cedar Falls	IA	50613	2103 Rainbow Drive	8913-18-429-001	16.00	\$2.25	\$36.00	16.00	\$5.25	\$84.00	0.00	\$6.50	\$0.00	0.10	\$75.00	\$7.50	8.00	\$1.50	\$12.00	0.00	\$300.00	\$0.00	0.00	\$30.00	\$0.00	0.00	0.00	0.00	\$228.10
Mark Rolinger	2118 Grand Boulevard	Cedar Falls	IA	50613	2118 Grand Boulevard	8913-18-280-016	19.20	\$2.25	\$43.20	0.00	\$5.25	\$0.00	19.20	\$6.50	\$124.80	0.00	\$75.00	\$0.00	0.00	\$1.50	\$0.00	0.00	\$300.00	\$0.00	0.00	\$30.00	\$0.00	0.00	0.00	0.00	\$256.61
Ira Fratrik	2233 Grand Boulevard	Cedar Falls	IA	50613	2233 Grand Boulevard	8913-18-426-011	15.20	\$2.25	\$34.20	15.20	\$5.25	\$79.80	0.00	\$6.50	\$0.00	0.09	\$75.00	\$6.75	7.60	\$1.50	\$11.40	0.00	\$300.00	\$0.00	0.00	\$30.00	\$0.00	0.00	0.00	0.00	\$220.76
Fourth and Main LLC	5436 Nordic Drive #D	Cedar Falls	IA	50613	2309 Grand Boulevard	8913-18-427-001	99.20	\$2.25	\$223.20	99.20	\$5.25	\$520.80	0.00	\$6.50	\$0.00	0.61	\$75.00	\$45.75	49.60	\$1.50	\$74.40	0.00	\$300.00	\$0.00	0.00	\$30.00	\$0.00	0.00	0.00	0.00	\$955.76
Justin Robb	2330 Rainbow Drive	Cedar Falls	IA	50613	2330 Rainbow Drive	8913-18-427-017	64.40	\$2.25	\$144.90	64.40	\$5.25	\$338.10	0.00	\$6.50	\$0.00	0.40	\$75.00	\$30.00	32.20	\$1.50	\$48.30	0.00	\$300.00	\$0.00	0.00	\$30.00	\$0.00	0.00	0.00	0.00	\$649.91
Todd Thomas	2410 Rainbow Drive	Cedar Falls	IA	50613	2410 Rainbow Drive	8913-18-427-015	18.00	\$2.25	\$40.50	18.00	\$5.25	\$94.50	0.00	\$6.50	\$0.00	0.11	\$75.00	\$8.25	9.00	\$1.50	\$13.50	0.00	\$300.00	\$0.00	0.00	\$30.00	\$0.00	0.00	0.00	0.00	\$245.36
Dennis Adolphs	2436 Rainbow Drive	Cedar Falls	IA	50613	2436 Rainbow Drive	8913-18-427-011	16.00	\$2.25	\$36.00	16.00	\$5.25	\$84.00	0.00	\$6.50	\$0.00	0.07	\$75.00	\$5.25	5.70	\$1.50	\$8.55	0.00	\$300.00	\$0.00	0.00	\$30.00	\$0.00	0.00	0.00	0.00	\$222.40
Steven Schmitt	56 Glenwood Road	Rutland	MA	01543	2504 Rainbow Drive	8913-17-303-012	48.40	\$2.25	\$108.90	32.00	\$5.25	\$168.00	16.40	\$6.50	\$106.60	0.20	\$75.00	\$15.													



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
Engineering Division

TO: Honorable Mayor James P. Brown and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: January 3rd, 2019

SUBJECT: 2018 Public Sidewalk and Pedestrian Trail Improvement Project
Project No. SW-000-3148
Final Out

The 2018 Public Sidewalk and Pedestrian Trail Improvement Project is complete and ready for final acceptance. The project involved the repair of deficient sidewalk and trails on City property, and also provided sidewalk and trail infills around the City where none previously existed. The project was under contract with Feldman Concrete of Dyersville, Iowa. Attached you will find the following final documents:

- Final Pay Estimate (releases retainage)
- Copy of Maintenance Bond, Feldman Concrete

The following lien waivers have been received, reviewed by the Engineering Division and are on file with City Clerk:

<u>Feldman Concrete Supplier & Lien Waiver:</u> Croell, Inc.

This project was primarily funded by the GO Bonds and Hotel/Motel Tax funds.

I certify that the public improvements for the 2018 Public Sidewalk and Pedestrian Trail Improvement Project were completed in reasonable compliance with the project plans and specifications.


Matthew Tolan 1/3/2019
Date

xc: Stephanie Houk Sheetz, Director of Community Development
Chase Schrage, Principal Engineer

ESTIMATE NO. 6 FINAL

DATE: December 12, 2018
 CONTRACT AMOUNT : \$ 122,877.68
 CONTRACTOR : Feldman Concrete

CITY OF CEDAR FALLS, IOWA
DEPARTMENT OF COMMUNITY DEVELOPMENT
ENGINEERING DIVISION
BI-WEEKLY ESTIMATE
BID ITEM COSTS

PROJECT NAME : 2018 Public Sidewalk and Pedestrian Trail improvement Project
 CITY PROJECT NO. : SW - 000 - 3148

BID ITEM	DESCRIPTION	EST. QUANTITY	UNIT	INST. UNITS TO DATE	UNIT PRICE	EXT. PRICE	ITEM COMP. %
+1	REMOVE SIDEWALK, P.C.C.	2,424.00	S.F.	2,403.40	\$1.75	\$4,205.95	99.2
+2	REMOVE PEDESTRIAN TRAIL, P.C.C.	6,199.20	S.F.	6,199.20	\$1.75	\$10,848.80	100.0
+3	REMOVE DRIVEWAY, P.C.C.	81.80	S.Y.	81.80	\$9.00	\$736.20	100.0
+4	PLACE SIDEWALK, P.C.C., CLASS "C", 4 INCH	5,090.30	S.F.	5,095.60	\$4.75	\$24,204.10	100.1
+5	PLACE SIDEWALK, P.C.C., CLASS "C", 6 INCH (PEDESTRIAN RAMPS)	965.40	S.F.	944.60	\$6.00	\$5,667.60	97.8
+6	PLACE DETECTABLE WARNING PANELS, PRECAST	164.00	S.F.	156.00	\$30.00	\$4,680.00	95.1
+7	PLACE PEDESTRIAN TRAIL, P.C.C., CLASS "C", 6 INCH	6,199.20	S.F.	6,199.20	\$5.50	\$34,095.60	100.0
+8	PLACE DRIVEWAY, P.C.C., CLASS "C", 6 INCH	80.40	S.Y.	83.70	\$42.00	\$3,515.40	104.1
+9	EXCAVATION, SIDEWALK	6,648.40	S.F.	6,648.40	\$1.25	\$8,310.50	100.0
+10	TOPSOIL, FURNISH AND SPREAD	140.70	C.Y.	216.25	\$50.00	\$10,812.50	153.7
+11	SEEDING, FERTILIZING, AND MULCHING	10,549.00	S.F.	12,370.90	\$0.85	\$10,515.27	117.3
+12	VALVE ADJUSTMENT	7.00	EACH	7.00	\$125.00	\$875.00	100.0
+13	MANHOLE ADJUSTMENT	5.00	EACH	5.00	\$200.00	\$1,000.00	100.0
+14	GRANULAR BACKFILL	100.00	TONS	168.10	\$25.00	\$4,202.50	168.1
+15	UNSTABLE MATERIAL, OVER EXCAVATION	50.00	C.Y.	37.56	\$20.00	\$751.20	75.1
+16	TRAFFIC CONTROL	1.00	L.S.	1.00	\$5,000.00	\$5,000.00	100.0

Total Amount of Work Done to Date : \$129,420.42

Percent of Work Done to Date : 105.0%

CHECKED BY:

SIGNED: _____

Matthew Tolan
 Matthew Tolan
 CIVIL ENGINEER I

Prepaid Inventory Value : \$0.00
 (See Attachment)

Total Project Cost (Bid) \$122,877.68

Deduction : \$0.00

Less Retained Percentage (5%) : \$0.00

Less Previous Payments : \$122,949.40

AMOUNT DUE THIS ESTIMATE : \$6,471.02

ITEM DENOTATION :

+ = Final Quantity

Signed _____

Bruce G Feldman
 Feldman Concrete

Performance, Payment and Maintenance Bond

SURETY BOND NO. IAC68137

KNOW ALL BY THESE PRESENTS:

That we, Feldman Concrete, as Principal (hereinafter the "Contractor" or "Principal" and Merchants Bonding Company as Surety are held and firmly bound unto CITY OF CEDAR FALLS, IOWA, as Obligee (hereinafter referred to as "the Owner"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of One Hundred Twenty Two Thousand Eight Hundred Seventy Seven Dollars and Sixty Eight Cents (\$122,877.68), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Owner, bearing date the _____ day of _____, 2018, hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

2018 Public Sidewalk and Pedestrian Trail Improvement Project Paving/Sidewalk Project SW-000-3148

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents.

It is expressly understood and agreed by the Contractor and Surety in this bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Owner from all outlay and expense incurred by the Owner by reason of the Contractor's default or failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. **PAYMENT:** The Contractor and the Surety on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Owner is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.
3. **MAINTENANCE:** The Contractor and the Surety on this Bond hereby agree, at their own expense:

- A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of 2 year (s) from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
- B. To keep all work in continuous good repair; and
- C. To pay the Owner's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Owner all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

Contractor's and Surety's agreement herein made extends to defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.

4. **GENERAL:** Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
- B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this bond shall then be released as to such excess increase; and
- C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

The Contractor and every Surety on the bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- D. That no provision of this Bond or of any other contract shall be valid that limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.
- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Owner including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorneys fees (including overhead expenses of the Owner's staff attorneys), and all costs and expenses of litigation as they are incurred by the Owner. It is intended the Contractor and Surety will defend and indemnify the Owner on all claims made against the Owner on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Owner will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Owner incurs any "outlay and expense" in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Owner whole for all such outlay and expense, provided that the Surety's obligation under this bond shall not exceed 125% of the penal sum of this bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be in the Iowa District Court for Polk County, State of Iowa. If legal action is required by the Owner to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Owner, the Contractor and the Surety agree, jointly, and severally, to pay the Owner all outlay and expense incurred therefor by the Owner. All rights, powers, and remedies of the Owner hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Owner, by law. The Owner may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Witness our hands, in triplicate, this _____ day of _____, 2018.

Surety Countersigned By:

Signature of Agent

Printed Name of Agent

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

FORM APPROVED BY:

Attorney for Owner

PRINCIPAL:

Feldman Concrete

Contractor

By: Bruce Feldman
Signature Bruce Feldman
Owner

Title

SURETY:

Merchants Bonding Company

Surety Company

By: Kim Hess
Signature Attorney-in-Fact Officer

Kim Hess

Printed Name of Attorney-in-Fact Officer

Tricor

Company Name

600 Star Brewery Dr, Ste 110

Company Address

Dubuque, IA 52001

City, State, Zip Code

563-556-5441

Company Telephone Number

NOTE:

1. All signatures on this performance, payment, and maintenance bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This bond must be sealed with the Surety's raised, embossing seal.
3. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this bond must be exactly as listed on the Certificate or Power of Attorney accompanying this bond.

MERCHANTS BONDING COMPANY™ POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Kim Hess

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 26th day of June, 2018.

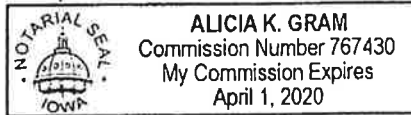


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this this 26th day of June, 2018, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Alicia K. Gram
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this _____ day of _____, 2018.



William Warner Jr.
Secretary

RELEASE AND WAIVER OF LIEN

The undersigned, having received payment in **FULL** for all labor, services, materials, supplies or equipment supplied to:

Developer/Contractor (Who received services or supplies) **Feldman Concrete**

Or to any subcontractor, in the construction or repair of the improvements upon the property or project located at:

2018 Public Sidewalk And Pedestrian Trail Improvement Project

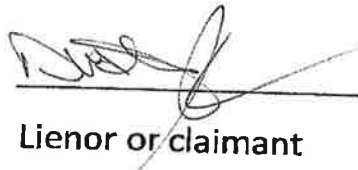
In the city of Cedar Falls, Iowa

And furnished in the execution and fulfillment of contract between said contractor and

Subcontractor/ Supplier (Who supplied services or supplies) **Croell, Inc.**

Date: Date – December 7th 2018

Do(does)hereby release and waiver any and all claims, lien and liens right, of any kind, nature, or description what so ever, against said property or project and the owner there of:

 ART Credit manager

Lienor or claimant

Position or Title of lienor with Subcontractor/ Supplier Company

12-11-18

Date signed



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
Engineering Division

TO: Honorable Mayor James P. Brown and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: January 3rd, 2019

SUBJECT: 2018 Sidewalk Assessment Project, Zone 9
Project No. SW-000-3113
Final Out

The 2018 Sidewalk Assessment Project is complete and ready for final acceptance. The project repaired deficient sidewalk adjacent to the private property. The project will assess the cost of repair to the property owner.

Please find attached the Final Pay Estimate for Feldman Concrete. The lien waiver and necessary forms have been received and have been forwarded to the City Clerk's office. Feldman Concrete's supplier for this project was Croell, Inc.

The 2018 Sidewalk Assessment Project for Zone 8 has been completed in reasonable compliance with the project plans and specifications. I recommend that the City Council approve and accept the 2018 Sidewalk Assessment Project for Zone 9.



Matthew Tolan

1/3/2019
Date

xc: Stephanie Houk Sheetz, Director of Community Development
Chase Schrage, Principal Engineer

ESTIMATE NO. 4 FINAL

DATE: December 12, 2018
 CONTRACT AMOUNT : \$ 38,923.88
 CONTRACTOR : Feldman Concrete

CITY OF CEDAR FALLS, IOWA
DEPARTMENT OF COMMUNITY DEVELOPMENT
ENGINEERING DIVISION
BI-WEEKLY ESTIMATE
BID ITEM COSTS

PROJECT NAME : 2018 Sidewalk Assessment Project
 CITY PROJECT NO. : SW - 000 -3113

BID ITEM	DESCRIPTION	EST. QUANTITY	UNIT	INST. UNITS TO DATE	UNIT PRICE	EXT. PRICE	ITEM COMP. %
+1	REMOVAL OF SIDEWALK, P.C.C.	3,547.20	S.F.	3,023.10	\$2.25	\$6,801.98	85.2
+2	SIDEWALK REPLACEMENT, P.C.C., CLASS "C", 4 INCH	2,598.50	S.F.	2,290.40	\$5.25	\$12,024.60	88.1
+3	SIDEWALK REPLACEMENT, P.C.C., CLASS "C", 6 INCH	948.70	S.F.	732.70	\$6.50	\$4,762.55	77.2
+4	TOPSOIL, FURNISH AND SPREAD	14.97	C.Y.	13.08	\$75.00	\$981.00	87.4
+5	SEEDING, FERTILIZING AND MULCHING	1,207.50	S.F.	1,055.50	\$1.50	\$1,583.25	87.4
+6	WATER SERVICE CURB STOP ADJUSTMENT	2.00	EACH	2.00	\$300.00	\$600.00	100.0
+7	GRANULAR BACKFILL	20.00	TONS	4.86	\$30.00	\$145.80	24.3
+8	TRAFFIC CONTROL	1.00	L.S.	1.00	\$7,000.00	\$7,000.00	100.0
						<u>\$33,899.18</u>	

Percent of Work Done to Date : 87.0%

CHECKED BY:

SIGNED:

Matthew Tolan
 MATTHEW TOLAN
 CIVIL ENGINEER II

Prepaid Inventory Value : \$0.00
 (See Attachment)

Total Project Cost (Bid) \$38,923.88

Deduction : \$0.00

Less Retained Percentage (5%) : \$0.00

Less Previous Payments : \$32,204.22

AMOUNT DUE THIS ESTIMATE : \$1,694.96

ITEM DENOTATION :

+ = Final Quantity

Signed

Bruce G Feldman

Feldman Concrete

Performance, Payment and Maintenance Bond

SURETY BOND NO. IAC588409

KNOW ALL BY THESE PRESENTS:

That we, Feldman Concrete, as Principal (hereinafter the "Contractor" or "Principal" and _____ as Surety are held and firmly bound unto CITY OF CEDAR FALLS, IOWA, as Oblige (hereinafter referred to as "the Owner"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Thirty-Eight Thousand Nine Hundred Twenty Three Dollars and Eighty Eight Cents (\$38,923.88), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Owner, bearing date the 4th day of September 2018, hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

2018 Sidewalk Assessment Project Paving/Sidewalk Project SW-000-3113

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents.

It is expressly understood and agreed by the Contractor and Surety in this bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Owner from all outlay and expense incurred by the Owner by reason of the Contractor's default or failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. **PAYMENT:** The Contractor and the Surety on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Owner is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.
3. **MAINTENANCE:** The Contractor and the Surety on this Bond hereby agree, at their own expense:

- A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of 2 year (s) from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
- B. To keep all work in continuous good repair; and
- C. To pay the Owner's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Owner all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

Contractor's and Surety's agreement herein made extends to defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.

4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
- B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this bond shall then be released as to such excess increase; and
- C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

The Contractor and every Surety on the bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- D. That no provision of this Bond or of any other contract shall be valid that limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.
- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Owner including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorneys fees (including overhead expenses of the Owner's staff attorneys), and all costs and expenses of litigation as they are incurred by the Owner. It is intended the Contractor and Surety will defend and indemnify the Owner on all claims made against the Owner on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Owner will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Owner incurs any "outlay and expense" in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Owner whole for all such outlay and expense, provided that the Surety's obligation under this bond shall not exceed 125% of the penal sum of this bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be in the Iowa District Court for Polk County, State of Iowa. If legal action is required by the Owner to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Owner, the Contractor and the Surety agree, jointly, and severally, to pay the Owner all outlay and expense incurred therefor by the Owner. All rights, powers, and remedies of the Owner hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Owner, by law. The Owner may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Witness our hands, in triplicate, this 4th day of September, 2018.

Surety Countersigned By:

PRINCIPAL:

Signature of Agent

Feldman Concrete
Contractor

By: *Bruce G. Feldman*
Signature

Owner Title

Printed Name of Agent

SURETY:

Company Name

Merchants Bonding Company
Surety Company

By: *Kim Hess*
Signature Attorney-in-Fact Officer

Kim Hess
Printed Name of Attorney-in-Fact Officer

Company Address

Tricor
Company Name

City, State, Zip Code

600 Star Brewery Drive, Ste 110
Company Address

Company Telephone Number

Dubuque, IA 52001
City, State, Zip Code

FORM APPROVED BY:

Attorney for Owner

563-556-5441
Company Telephone Number

NOTE:

1. All signatures on this performance, payment, and maintenance bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This bond must be sealed with the Surety's raised, embossing seal.
3. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this bond must be exactly as listed on the Certificate or Power of Attorney accompanying this bond.

MERCHANTS
BONDING COMPANY,™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Kim Hess

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 28th day of August, 2018.

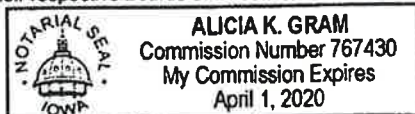


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this this 28th day of August, 2018, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Alicia K. Gram
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 4th day of September, 2018.



William Warner Jr.
Secretary

RELEASE AND WAIVER OF LIEN

The undersigned, having received payment in **FULL** for all labor, services, materials, supplies or equipment supplied to:

Developer/Contractor (Who received services or supplies) Feldman Concrete

Or to any subcontractor, in the construction or repair of the improvements upon the property or project located at:

Cedar Falls 2018 Sidewalk Assessment Project


In the city of Cedar Falls, Iowa

And furnished in the execution and fulfillment of contract between said contractor and

Subcontractor/ Supplier (Who supplied services or supplies) **Croell, Inc.**

Date: Date – December 7th 2018

Do(does)hereby release and waiver any and all claims, lien and liens right, of any kind, nature, or description what so ever, against said property or project and the owner there of:

 Art credit manager

Lienor or claimant

Position or Title of lienor with Subcontractor/ Supplier Company

12-11-18

Date signed



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: Terra Ray, Engineer Tech II
DATE: January 2, 2019
SUBJECT: W. 1st 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. 1st 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
73	1 st Street Wash Partners, Inc.	1408 W. 1 st Street	Fee Temporary Easement

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 as 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. If approved, the City Attorney will prepare the necessary closing documents and staff will complete the acquisition process for these parcels.

Staff recommends that the City Council state their support in the form of a resolution approving the acquisitions and authorize the Mayor to execute the agreements for the W. 1st Street reconstruction project.

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

xc: Stephanie Sheetz, Director
Jon Resler, City Engineer
David Sturch, Planner III

**CITY OF CEDAR FALLS
OWNER PURCHASE AGREEMENT**

PROPERTY ADDRESS: 1408 W. 1st St. COUNTY TAX PARCEL NO.8914-11-253-002
PARCEL NO. 73
PROJECT NO. STP-57-2(28)-2C-07
PROJECT NAME: West 1st St. / IA 57 PCC Pavement Reconstruction

THIS AGREEMENT entered into this _____ day of _____, 2018, by and between 1st Street Wash Partners, Inc., 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: **See Attached Exhibits**

FEE Acquisition
See attached

Temporary Easement
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.
3. 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>51,745.00</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>51,700.00</u>	TOTAL LUMP SUM	

BREAKDOWN: ac. = acres sq. ft. = square feet

Land by Fee Title	<u>1,541</u> sq. ft.	\$ <u>18,748.00</u>
Permanent Utility Easement	_____ sq. ft.	\$ _____
Temporary Easement	<u>2,166</u> sq. ft.	\$ <u>4,216.00</u>
Miscellaneous/Other	<u>Concrete paving</u>	\$ <u>6,781.00</u>
	<u>Closure of 1 service bay</u>	\$ <u>22,000.00</u>
Severance Damages		\$ _____

4. 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 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.
- 13. The Seller has permission to add a single car driveway no closer than five (5) feet from the north property line off of College Street.

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.

1st Street Wash Partners, Inc.

Mike Murphy 12/20/18 _____
 By: Mike Murphy, President Date Name/Title Date

For an acknowledgment in a representative capacity:

State of IOWA County of BLACK HAWK

This record was acknowledged before me on December 20, 2018

by Mike Murphy Name(s) of individual(s)
 as President (type of authority, such as officer or trustee)
 of 1st Street Wash Partners, Inc.
 (name of party on behalf of whom record was executed).

Jennifer Hoop
 Signature of notarial officer

Jennifer Hoop
Printed name of notarial officer

06-11-2021
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:

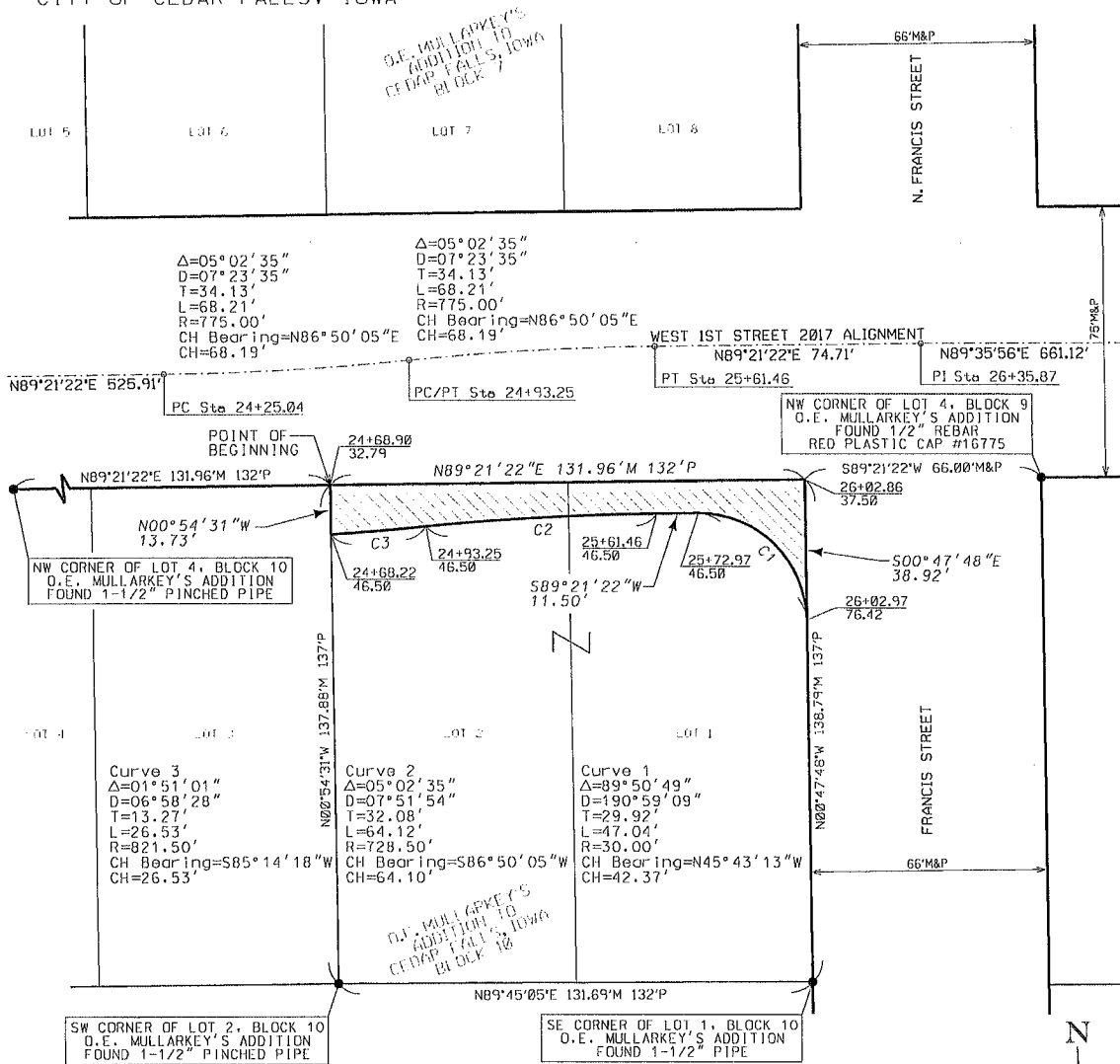
This instrument was acknowledged before me on the ____ day of _____, 2018, by James P. Brown, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

IOWA DEPARTMENT OF TRANSPORTATION
ACQUISITION PLAT
EXHIBIT "A"

COUNTY BLACK HAWK STATE CONTROL NO. _____
PROJECT NO. STP-57-2(28)--2C-07 PARCEL NO. 73
SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST
ROW-FEE 1,541 SF 0.04 AC, EASE _____ AC EXCESS-FEE _____ AC
ACCESS RIGHTS ACQUIRED - STA _____ STA _____ MAIN LINE _____ SIDE
ACCESS RIGHTS ACQUIRED - STA _____ STA _____ SIDE ROAD _____ SIDE
ACQUIRED FROM 1ST STREET WASH PARTNERS, INC.

CITY OF CEDAR FALLS, IOWA



PROFESSIONAL LAND SURVEYOR

TERRY COADY

18643

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 12-5-2018

TERRY COADY DATE:

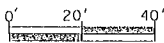
License number 18643

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 DECEMBER 5, 2018

DATE DRAWN JANUARY 29, 2018

SCALE 1" = 40'

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 73

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 AND A PART OF LOT 2 OF, BLOCK 10, O.E. MULLARKEY'S ADDITION TO CEDAR FALLS, IOWA, 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 4, OF SAID BLOCK 10, O.E. MULLARKEY'S ADDITION TO CEDAR FALLS, IOWA; THENCE NORTH 89°21'22" EAST ALONG THE NORTH LINE OF SAID BLOCK 10, A DISTANCE OF 131.96 FEET TO THE NORTHWEST CORNER OF SAID LOT 2 AND TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89°21'22" EAST ALONG SAID NORTH LINE OF BLOCK 10, A DISTANCE OF 131.96 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 00°47'48" EAST ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 38.92 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 30.00 FEET, WHOSE ARC LENGTH IS 47.04 FEET AND WHOSE CHORD BEARS NORTH 45°43'13" WEST, 42.37 FEET; THENCE SOUTH 89°21'22" WEST, 11.50 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 728.50 FEET, WHOSE ARC LENGTH IS 64.12 FEET AND WHOSE CHORD BEARS SOUTH 86°50'05" WEST, 64.10 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 821.50 FEET, WHOSE ARC LENGTH IS 26.53 FEET AND WHOSE CHORD BEARS SOUTH 85°14'18" WEST, 26.53 FEET TO THE WEST LINE OF SAID LOT 2; THENCE NORTH 00°54'31" WEST ALONG SAID WEST LINE, 13.73 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.04 AC. (1,541 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

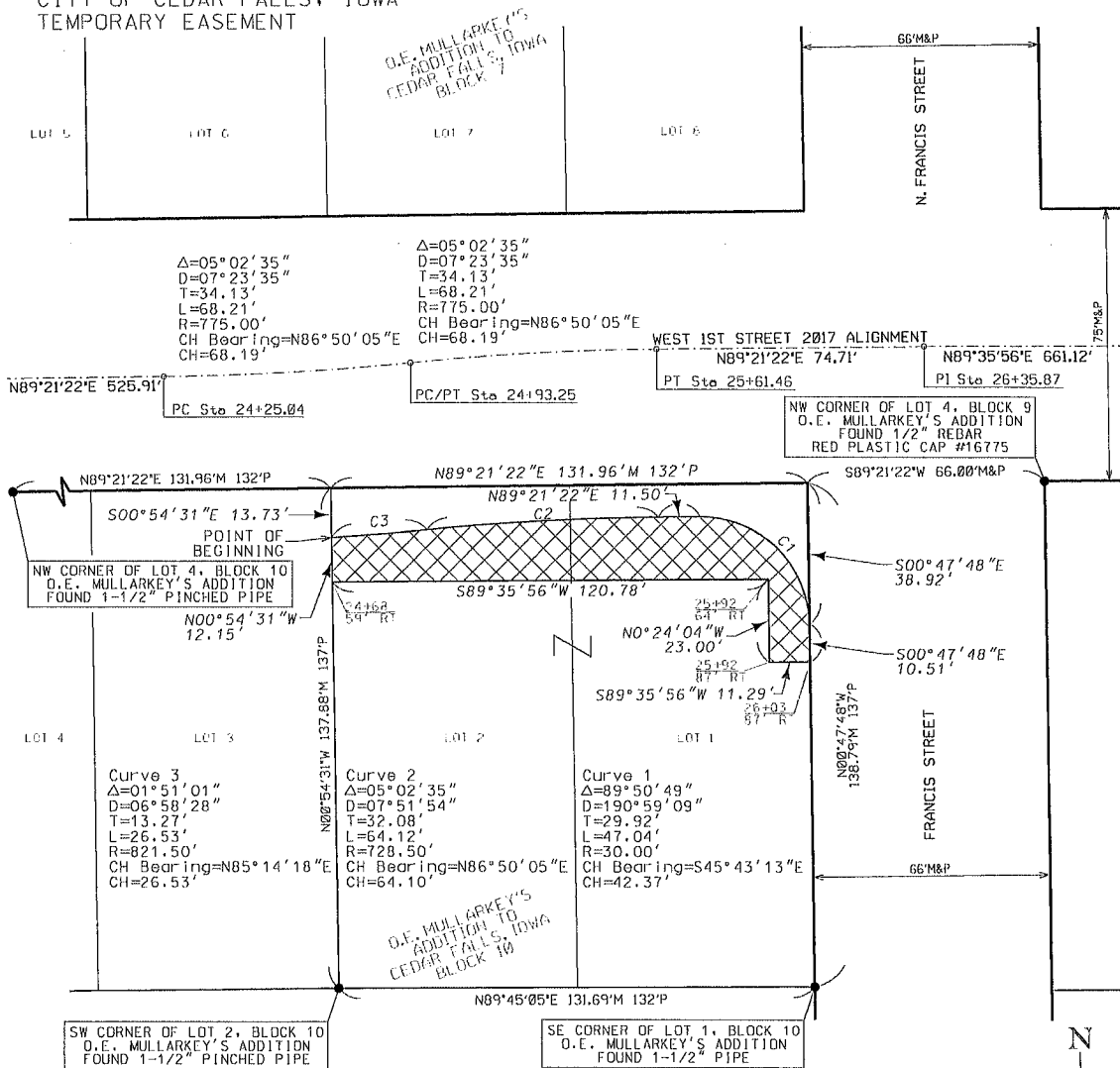
NOTE:

THE NORTH LINE OF BLOCK 10 OF O. E. MULLARKEY'S ADDITION TO CEDAR FALLS ASSUMED TO BEAR NORTH 89°21'22" EAST.

IOWA DEPARTMENT OF TRANSPORTATION
ACQUISITION PLAT
EXHIBIT "A"

COUNTY BLACK HAWK STATE CONTROL NO. _____
PROJECT NO. STP-57-2(28)--2C-07 PARCEL NO. 73
SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST
ROW-FEE _____ AC, EASE 2,166 SF 0.05 AC EXCESS-FEE _____ AC
ACCESS RIGHTS ACQUIRED - STA _____ STA _____ MAIN LINE _____ SIDE
ACCESS RIGHTS ACQUIRED - STA _____ STA _____ SIDE ROAD _____ SIDE
ACQUIRED FROM 1ST STREET WASH PARTNERS, INC.

CITY OF CEDAR FALLS, IOWA
TEMPORARY EASEMENT



PROFESSIONAL LAND SURVEYOR

TERRY COADY

18643

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 12-5-2018

TERRY COADY DATE:

License number 18643

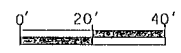
My License Renewal Date is December 31, 2019

Pages covered by this seal: _____

EXHIBIT "A" ONLY



- ▲ FOUND SECTION CORNER
- FOUND RIGHT OF WAY RAIL
- FOUND IDGT ALUM. CAP (UNLESS OTHERWISE NOTED)



DATE REVISED _____
DATE DRAWN DECEMBER 5, 2018

SCALE 1" = 40'

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 73

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

THE TEMPORARY EASEMENT DESCRIBED AS FOLLOWS:

A PART OF LOT 1 AND A PART OF LOT 2 OF, BLOCK 10, O.E. MULLARKEY'S ADDITION TO CEDAR FALLS, IOWA, 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 4, OF SAID BLOCK 10, O.E. MULLARKEY'S ADDITION TO CEDAR FALLS, IOWA; THENCE NORTH 89°21'22" EAST ALONG THE NORTH LINE OF SAID BLOCK 10, A DISTANCE OF 131.96 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE SOUTH 00°54'31" EAST ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 13.73 FEET TO THE POINT OF BEGINNING; THENCE EASTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 821.50 FEET, WHOSE ARC LENGTH IS 26.53 FEET AND WHOSE CHORD BEARS NORTH 85°14'18" EAST, 26.53 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 728.50 FEET, WHOSE ARC LENGTH IS 64.12 FEET AND WHOSE CHORD BEARS NORTH 86°50'05" EAST, 64.10 FEET; THENCE NORTH 89°21'22" EAST, 11.50 FEET; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 30.00 FEET, WHOSE ARC LENGTH IS 47.04 FEET AND WHOSE CHORD BEARS SOUTH 45°43'13" EAST, 42.37 FEET TO THE EAST LINE OF SAID LOT 1; THENCE SOUTH 00°47'48" EAST ALONG SAID EAST LINE, 10.51 FEET; THENCE SOUTH 89°35'56" WEST, 11.29 FEET; THENCE NORTH 00°24'04" WEST, 23.00 FEET; THENCE SOUTH 89°35'56" WEST, 120.78 FEET TO SAID WEST LINE OF SAID LOT 2; THENCE NORTH 00°54'31" WEST ALONG SAID WEST LINE, 12.15 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.05 AC. (2,166 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTE:

THE NORTH LINE OF BLOCK 10 OF O. E. MULLARKEY'S ADDITION TO CEDAR FALLS ASSUMED TO BEAR NORTH 89°21'22" 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



FIRST STREET WASH PARTNERS, INC.

South Francis Street

Street

PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION
 PARCEL 73 - FIRST STREET WASH PARTNERS, INC.

SCALE:
1" = 40'

DATE:
11/01/2018

PROJECT #:
STP-57-2(28)-2



PLTDRVL
 SPENTBL
 SHEETNAME

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 1st Street Wash Partners, Inc., 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.

1st Street Wash Partners, Inc.

Mike Murphy 12/20/18
By: Mike Murphy, President Date Name/Title Date

For an acknowledgment in a representative capacity:

State of IOWA County of BLACK HAWK

This record was acknowledged before me on December 20, 2018
by Mike Murphy Name(s) of individual(s)
as President (type of authority, such as officer or trustee)
of 1st Street Wash Partners, Inc.
(name of party on behalf of whom record was executed).

Jennifer Hoop
Signature of notarial officer

Jennifer Hoop
Printed name of notarial officer
06-11-2021
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.

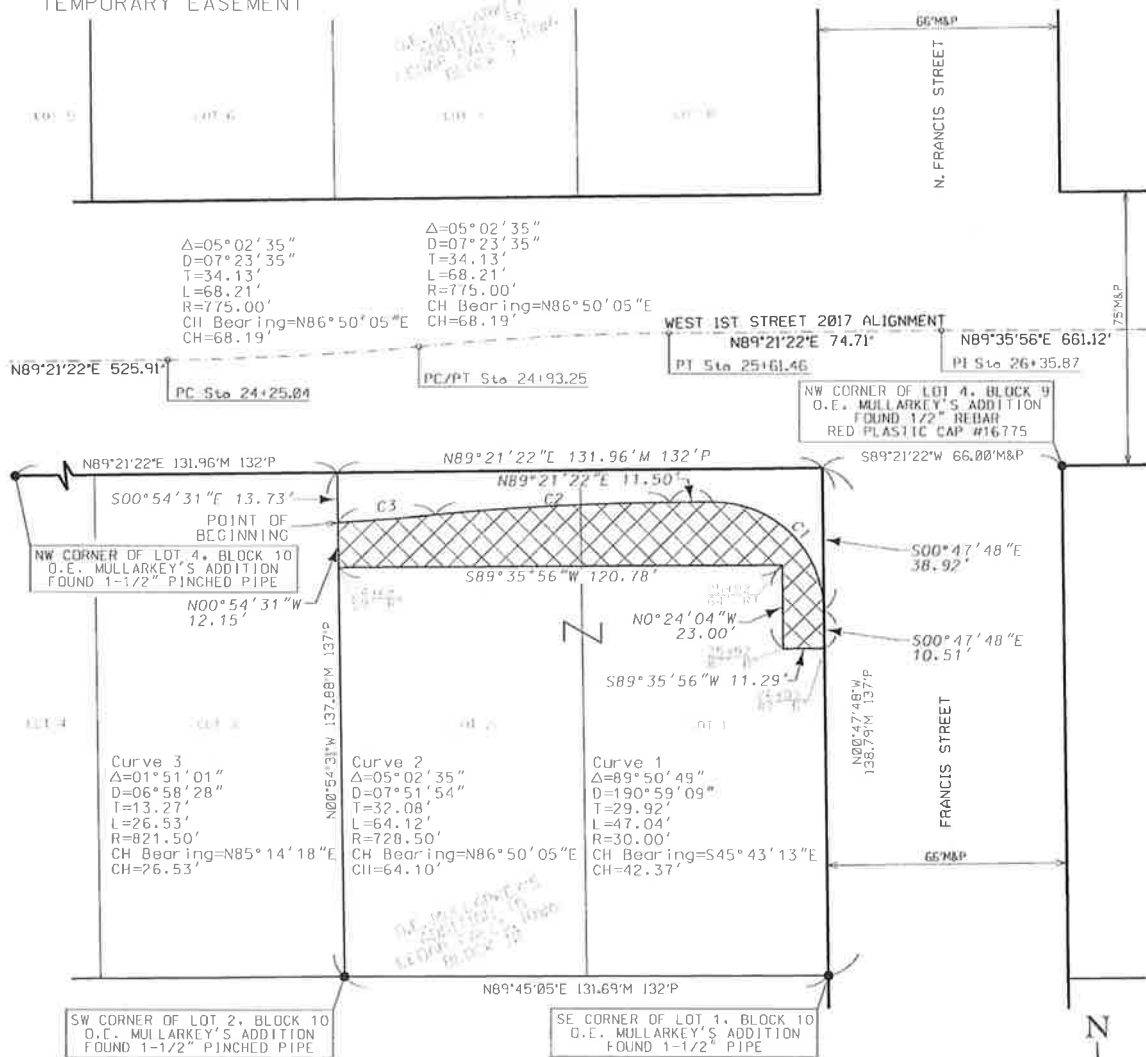
Notary Public in and for the State of Iowa

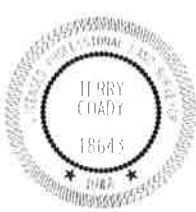
My Commission Expires:

IOWA DEPARTMENT OF TRANSPORTATION
ACQUISITION PLAT
EXHIBIT "A"

COUNTY BLACK HAWK STATE CONTROL NO. _____
 PROJECT NO. STP-57-2(28)--2C-07 PARCEL NO. 73
 SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST
 ROW-FEE _____ AC, EASE 2,166 SF 0.05 AC EXCESS-FEE _____ AC
 ACCESS RIGHTS ACQUIRED - STA _____ STA _____ MAIN LINE _____ SIDE
 ACCESS RIGHTS ACQUIRED - STA _____ STA _____ SIDE ROAD _____ SIDE
 ACQUIRED FROM 1ST STREET WASH PARTNERS, INC.

CITY OF CEDAR FALLS, IOWA
TEMPORARY EASEMENT





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 12-5-2018
 TERRY COADY DATE:

License number 18643

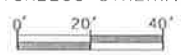
My License Renewal Date is December 31, 2019

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 DECEMBER 5, 2018

SCALE 1" = 40'

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 73

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

THE TEMPORARY EASEMENT DESCRIBED AS FOLLOWS:

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PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

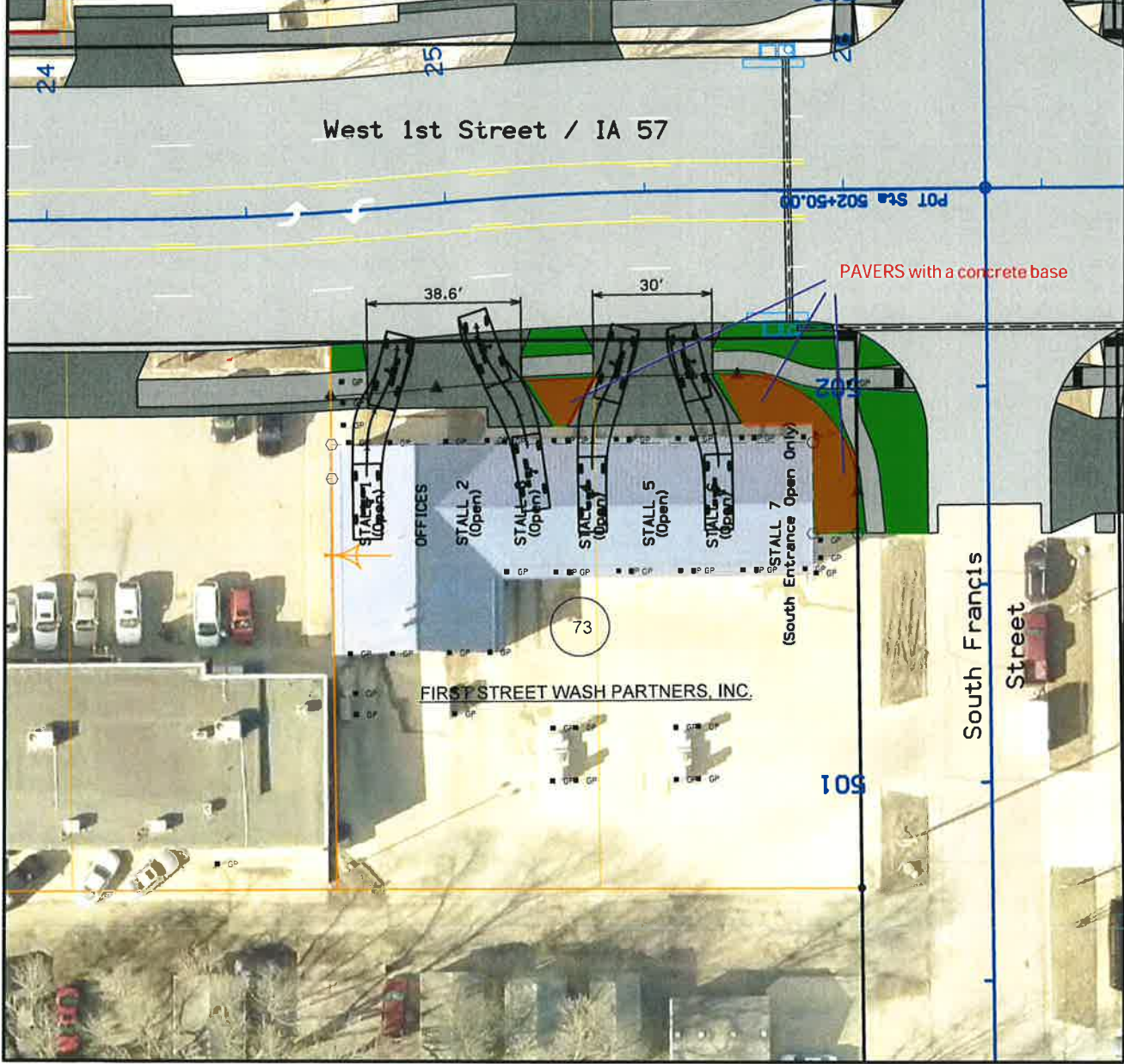
NOTE:

THE NORTH LINE OF BLOCK 10 OF O. E. MULLARKEY'S ADDITION TO CEDAR FALLS ASSUMED TO BEAR NORTH 89°21'22" EAST.

LEGEND

- PROPOSED TEMPORARY EASEMENT
- PROPOSED FEE TITLE
- PROPOSED PERMANENT EASEMENT *
- PROPOSED ROADWAY
- PROPOSED SIDEWALK
- PROPOSED DRIVEWAY/PARKING LOT
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* INCLUDES UNDERLYING TEMPORARY EASEMENTS

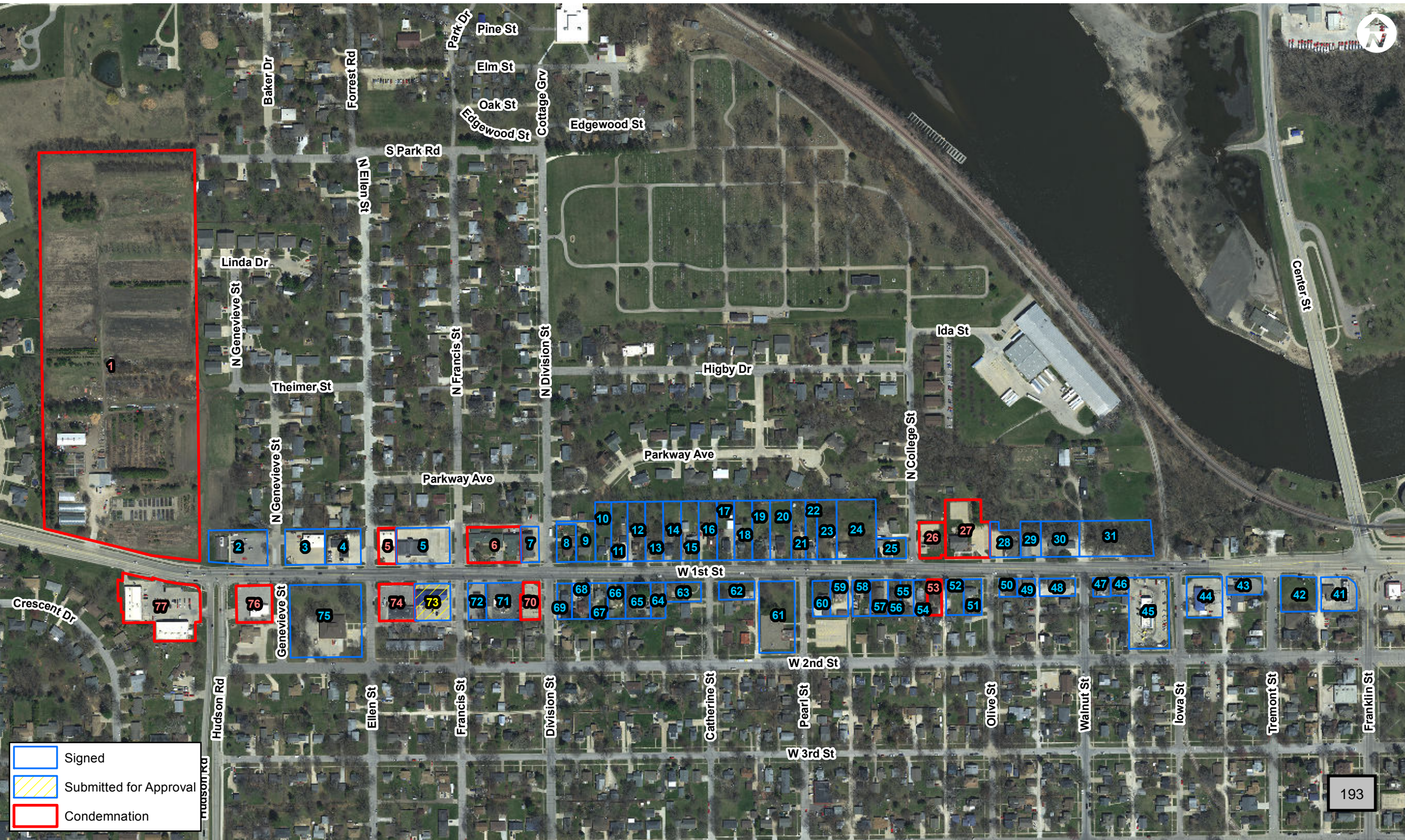


PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION
PARCEL 73 - FIRST STREET WASH PARTNERS, INC.

SCALE: 1" = 40'
 DATE: 11/01/2018
 PROJECT #: STP-57-2(28)--2018



#PL TDRVL\$
 #PENTBL\$
 #SHEETNAME\$



- Signed
- Submitted for Approval
- Condemnation



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: Shane Graham, Planner II *SG*
DATE: January 3, 2019
SUBJECT: Gibson Property Master Planning Project
Confluence, Inc.

The Department of Community Development issued a Request for Proposal (RFP) for master planning services for 157 acres of land that the City owns along the south side of W. Ridgeway Avenue, just east and west of Hudson Road (known as the Gibson Properties). This master planning service would include the creation of a master development plan for the property, along with a market analysis to determine what the anticipated land uses should be expected at that location. The City received thirteen (13) proposals from qualified consultants to perform the work described in the RFP.

Staff reviewed each proposal independently based on a number of criteria, such as:

- Qualification of the firm and key staff
- Past experience in working on similar projects
- Technical approach and project understanding
- Were all components of the Master Plan addressed in the RFP
- Does the firm have a respectable track record and previous experience in this area

Out of the thirteen submittals, staff interviewed five consulting firms and followed up with reference calls on what staff considered to be the top three firms. After reviewing the proposals, conducting interviews and contacting references, the interviewing committee felt that Confluence, Inc. had the best overall understanding of the scope of the project, including the market analysis. Confluence provided example graphics and pictures that were very impressive showing other similar master planning projects that they have completed in other cities in Iowa. Another item that staff felt was important is that Confluence and its sub consultants Howard R. Green (infrastructure, storm water and transportation analysis) and Leland Consulting Group (market analysis) have worked together on a number of similar projects in the past.

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

- Phase I – Project Kick-Off, Research and Analysis
 - Project kick-off meeting with advisory committee
 - Data collection and site and land use analysis
 - Transportation and utilities analysis
 - Market and economic analysis, forecasting and strategic planning
- Phase II – Master Planning
 - Land use and transportation master plan
 - Natural resources and stormwater management recommendations
 - Preliminary cost opinion for infrastructure improvements
 - Community gateway recommendations
 - Absorption/development build-out projections and targeted industries and retail types
- Phase III – Final Draft of Master Plan, Presentation and Adoption
 - Final draft of report and executive summary
 - Marketing and promotional information material
 - Final draft report review with advisory committee
 - Planning & Zoning Commission and City Council presentation

Attached in your materials is a proposed schedule to complete the project. For the items included in Phase I (listed above), it is proposed to be completed by the end of February. For the items included in Phase II, it is proposed to be completed by mid-May. And for the items included in Phase III, which includes the final deliverables and a presentation to the Planning & Zoning Commission and City Council, it is proposed to be completed by mid-July.

The amount of the contract is \$136,920.00. Funds for this project will be provided out of the South Cedar Falls Urban Renewal Area (TIF). The Department of Community Development requests your consideration and approval of the agreement with Confluence, Inc. for the master planning services of the 157 acres of City-owned land along W. Ridgeway Avenue.

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

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



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

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

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

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

PROFESSIONAL SERVICE AGREEMENT

**Gibson Property Master Planning Project
Cedar Falls, Iowa
City Project Number PZ-000-3176**

This Agreement is made and entered by and between Confluence, Inc., 525 17th Street, Des Moines, IA 50309, hereinafter referred to as "CONSULTANT" and City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa, hereinafter referred to as "CLIENT."

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

I. SCOPE OF SERVICES

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

II. CONSULTANT'S RESPONSIBILITIES

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

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

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

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

III. CLIENT'S RESPONSIBILITIES

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

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

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

The provisions of the document entitled, "Insurance Requirements for Contractors for the City of Cedar Falls," dated December 13, 2011 as revised February 17, 2015 consisting of 12 pages, which are attached hereto, marked Exhibit B, are hereby made a part of this Agreement as if set out word for word herein.

CONSULTANT shall furnish to CLIENT a certificate or certificates of insurance containing all coverages, endorsements and other provisions required by the Insurance Requirements set forth in Exhibit B. In the event of any conflict between the provisions of Exhibit B and the other terms of this Agreement, the provisions of Exhibit B shall control.

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

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

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

VI. COMPENSATION AND TERMS OF PAYMENT

Total compensation is a not to exceed a fee of one hundred thirty six thousand nine hundred and twenty dollars (\$136,920.00).

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

VII. TERMINATION

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

VIII. OWNERSHIP OF DOCUMENTS

(a) Sealed original drawings, specifications, final project specific calculations and other instruments of service which CONSULTANT prepares and delivers to CLIENT pursuant to this Agreement shall become the property of CLIENT when CONSULTANT has been compensated for Services rendered. CLIENT shall have the right to use such instruments of service solely for the purpose of the construction, operation and maintenance of the Facilities. Any other use or reuse of original or altered files shall be at CLIENT's sole risk without liability or legal exposure to CONSULTANT and CLIENT agrees to release, defend and hold CONSULTANT harmless from and against all claims or suits asserted against CONSULTANT in the event such documents are used for a purpose different than originally prepared even though such claims or suits may be based on allegations of negligence by CONSULTANT. Nothing contained in this paragraph shall be construed as limiting or depriving CONSULTANT of its rights to use its basic knowledge and skills to design or carry out other projects or work for itself or others, whether or not such other projects or work are similar to the work to be performed pursuant to this Agreement.

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

IX. MEANS AND METHODS

- (a) CONSULTANT shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety measures and programs including enforcement of Federal and State safety requirements, in connection with construction work performed by CLIENT's construction contractors. Nor shall CONSULTANT be responsible for the supervision of CLIENT's construction contractors, subcontractors or of any of their employees, agents and representatives of such contractors; or for inspecting machinery, construction equipment and tools used and employed by contractors and subcontractors on CLIENT's construction projects and shall not have the right to stop or reject work without the thorough evaluation and approval of the CLIENT. In no event shall CONSULTANT be liable for the acts or omissions of CLIENT's construction contractors, subcontractors or any persons or entities performing any of the construction work, or for the failure of any of them to carry out construction work under contracts with CLIENT.

X. INDEPENDENT CONTRACTOR

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

XI. PRE-EXISTING CONDITIONS

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

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

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

XII. DISPUTE RESOLUTION

If a dispute arises out of, or relates to, the breach of this Agreement and if the dispute cannot be settled through negotiation, then the CONSULTANT and the CLIENT agree to submit the dispute to mediation. In the event CONSULTANT or the CLIENT desires to mediate any dispute, that party shall notify the other party in writing of the dispute desired to be mediated. If the parties are unable to resolve their differences within 10 days of the receipt of such notice, such dispute shall be submitted for mediation in accordance with the procedures and rules of the American Arbitration Association (or any successor organization) then in effect. The deadline for submitting the dispute to mediation can

be changed if the parties mutually agree in writing to extend the time between receipt of notice and submission to mediation. The expenses of the mediator shall be shared 50 percent by CONSULTANT and 50 percent by the CLIENT. This requirement to seek mediation shall be a condition required before filing an action at law or in equity. However, prior to or during the negotiations or the mediation either party may initiate litigation that would otherwise be barred by a statute of limitations, and CONSULTANT may pursue any property liens or other rights it may have to obtain security for the payment of its invoices.

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

XIII. MISCELLANEOUS

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

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

APPROVED FOR CLIENT

APPROVED FOR CONSULTANT

By: _____

By:  _____

Printed Name: _____

Printed Name: Chris Shires

Title: _____

Title: Principal

Date: _____

Date: 12/10/2018

Exhibit A

**Gibson Property Master Planning Project
Cedar Falls, Iowa
City Project Number PZ-000-3176**

12/20/18

SCOPE OF SERVICES

*** This document outlines the scope of services specific for the Gibson Property Master Planning Project. The term "CONSULTANT" as used in this document shall be defined as the design consultant (Confluence, Inc.) and all subconsultants that will be performing work for the City of Cedar Falls under contract, hereinafter, the "CITY".

A. Project Description

The Consultant will assist the City of Cedar Falls in developing a Master Plan for the Gibson Property near the intersection of Hudson Road and Highway 20. The Consultant will provide a marketing study, and site analysis to inform the master planning process. Engineering, infrastructure planning, master planning, and stormwater recommendations for the project area will be developed by the Consultant. Detailed color graphic 2D and 3D renderings will be provided along with an interactive 3D model, preliminary cost opinion, and marketing material.

A series of project management and Technical Advisory Team meetings will be scheduled to provide the City information and updates on the status of the design process and to receive comments and direction. No public open house will be included during the process. Upon completion of the project, the Consultant will present the proposed final master plan and recommendations to the Planning and Zoning Commission and City Council for approval.

B. General Scope of Work

The work includes, but is not limited to:

PHASE 1 – PROJECT KICK-OFF RESEARCH + ANALYSIS (approximately 2 months)

- Project Kick-Off Meeting with Advisory Committee (Staff Technical Advisory Committee Meeting #1)
 - This meeting includes Staff from the Consultant for a one day visit to the site and to facilitate a meeting with the Staff Technical Advisory Committee. During that time, the Consultant will clarify our roles and responsibilities, identify project contacts and communication protocols, and verify the proposed schedule of work with confirmed dates for key project milestones and deliverables. A key component of this meeting will be reviewing and exploring the City's current priorities, goals, and vision for the master plan project. A list of priorities will be refined to serve as guiding principles during the master planning phase.
- Data Collection and Site and Land Use Analysis
 - Consultant will coordinate with City staff to obtain any relevant base and land use data currently available in electronic format. Consultant will analyze the information to identify potential issues and opportunities that the site and proposed design presents. Elements to be considered, include but are not limited to

wayfinding, viewsheds, surrounding land use, topography, drainage, floodplains, and creek hydrology.

- Transportation and Utilities Analysis
 - Existing utility information will be solicited from the existing utility companies serving the area.
 - Consultant will research and review reports and layouts of existing transportation, water, sanitary, storm, and utility assets. The Consultant will prepare a transportation and utility evaluation that identifies potential issues and opportunities for the proposed master plan. Elements to be considered include but are not limited to access, pedestrian, bicycle, and vehicular circulation, future Hudson Rd. Hwy. 20 interchange improvements, and utilities.
- Market and Economic Analysis, Forecasting and Strategic Planning
 - Consultant will analyze supply and demand factors to produce demand/capture estimates attainable by developing the subject property, with a primary focus on commercial land uses, such as office, technology-related businesses, retail, light manufacturing, and any others that are deemed attainable.
 - These estimates will inform the development program and market strategy recommendations delivered in Phase II.
 - Both the Phase I analysis and Phase II recommendations will reflect special consideration of economic development strategy and refinement of industry targeting goals.
- Analysis Review Meeting with Advisory Committee (Staff Technical Advisory Committee Meeting #2)
 - A comprehensive Existing Conditions Summary and Marketing Study and Economic Development Site Strategy will be presented at this meeting and will include staff from the Consultant.

Phase 1 Deliverables

- Technical Memo on Industry targeting and economic development site strategy
- Existing conditions evaluation summary
- Preliminary Market Analysis Report

PHASE 2 – MASTER PLANNING (approximately 2 months)

- Land Use and Transportation Master Plan
 - 2D conceptual color Master Plan with building and parking footprints, open space areas, lot and street layouts, multimodal transportation, traffic and pedestrian circulation, including separated trails and roundabout intersections at W. Ridgeway Avenue and open space areas;
 - Infrastructure plans to 50% construction document level:
 - Two 3D Color renderings;
 - Interactive 3D Model/flythrough that illustrates master plan development framework including street corridors, parking, buildings, open space, street trees and other basic site elements shown in moderate detail.
- Natural Resources and Stormwater Management Recommendations
 - 2D concept illustrating stormwater management opportunities and solutions for Dry Run Creek Greenway including stream rehabilitation and permanent water features as well as recommendations for remainder of development. Consultant will prepare preliminary calculations for run-off and stormwater storage with recommendations of best management practices.

- Preliminary Cost Opinion for infrastructure improvements.
 - Planning level cost estimate for phasing and budgeting purposes.
- Community Gateway Recommendations
 - Graphic illustration of preliminary wayfinding and gateway elements – including design and location.
- Absorption/Development Build-Out Projections and Targeted Industries and Retail Types
 - Presentation of the master plan’s anticipated targeted industries and build-out projections.
- Draft Plan Advisory Committee Meeting Review Session (Staff Technical Advisory Committee Meeting #3)
 - Draft Master Plan overview meeting to include staff from the Consultant.

Phase 2 Deliverables

- Draft Master Plan Report with color master plan and two-color 3D graphic illustrations
- Interactive 3D model
- Stormwater Management Recommendations
- Build-out projections
- Preliminary Cost Opinion

PHASE 3 – FINAL DRAFT MASTER PLAN HEARINGS + ADOPTION (approximately 2 months)

- Final Draft Report and Executive Summary
 - Updated Master plan report, illustrations and 3D model based on City input and direction.
- Marketing and Promotional Information Material
 - Marketing brochure with color plan view and 3D graphic images. City to assist with marketing message and text.
- Final Draft Report Review with the Advisory Committee (Staff Technical Advisory Committee Meeting #4)
- Planning and Zoning Presentation - overview of final masterplan. This includes staff from the Consultant. Meeting date shall be arranged with City Project Manager after review and approval of the final draft report and materials by the Advisory Committee.
- City Council Presentation - overview of final masterplan. This includes staff from the Consultant.

Phase 3 Deliverables

- Final Master Plan Report with associated 2D and 3D graphics (Electronic copy and 20 Hard copies)
- Marketing and Promotional Information Brochure
- Two (2) 3D renderings of the master plan
- Plan and profile sheets of the proposed roadway corridors and underground public utilities representing a 50% design level
- Final interactive 3D Model

C. Project Team

Consultant

Confluence Inc.

- Chris Shires, AICP, Principal-in-Charge, responsible for project oversight, the project deliverables, and attending all key meetings
- Brenda Nelson, PLA, Project Manager and primary point of contact with the City, responsible for all aspects of the site analysis and master planning process
- Jane Reasoner, Planner, providing GIS mapping, graphics, and demographic and economic analysis support

HR Green Inc.

- Jim Halverson, technical advisor
- Aaron Granquist, PE, transportation engineering and civil infrastructure task leader
- Aaron Gwinnup, PE, stormwater management task leader
- Lauren O'Neil P.E., water and wastewater task leader
- Jeremy Kaemmer, AICP, transportation planning

Leland Consulting Group Inc.

- Ted Kamp, Economic development, market analysis, and on-site presentations

Scope

Confluence is the Project Manager and lead designer responsible for coordination with City staff and subconsultants, site and land use analysis and planning, master plan design, assistance with preliminary cost opinion, and development of 2D plan and 3D graphics.

Confluence is also the lead presenter for the Technical Advisory Meetings, Planning and Zoning Commission meetings and City Council presentations.

Civil engineering analysis and master plan design (utilities, transportation, stormwater management), lead for infrastructure plans, preliminary cost opinion, and interactive 3D model. Assist with master planning, development of final report and co-presenter at Advisory Committee, Planning and Zoning Commission meeting and City Council meetings.

Market and economic development analysis, plus market strategy and build-out projections.

D. Schedule

The project is anticipated to take six months following contract execution. The initial project kickoff meeting, market study and site analysis is planned for the first two months. The draft master plan will be developed during the second two months and during final two months the Consultants will finalize the Master Plan report, prepare marketing graphics and present to the Planning and Zoning Commission and City Council. The schedule may be adjusted based on mutual agreement between the City and the Consultant or for delays beyond the control of the Consultant. The schedule is further dependent on the timely review of project documents by the City and the scheduling of public meetings that are out of the control of the Consultant.

E. Deliverables

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

- Technical memo on industry targeting and economic development site strategy
- Final Market Analysis Report
- Existing conditions analysis summary
- Build-out projections
- Plan and profile sheets of the proposed roadway corridors, underground public utilities, representing a 50% design level
- Storm water management plan – based on the proposed land-use plan, hydrologic runoff calculations will be provided along with proposed routing alignments and potential locations of storm water management basins.
- Stream corridor greenway plan – based on the proposed land-use plan, a 2D exhibit will be produced showing potential greenway enhancements and locations of streambank restoration.
- Preliminary cost opinion for infrastructure
- Marketing and promotional information brochure
- Final Natural Resources and Stormwater Management Recommendations
- Two (2) 3D renderings of the master plan
- Final interactive 3D model (moderate level of detail)
- Final Master Plan Report with associated 2D and 3D graphics (Electronic copy and 20 Hard copies)

F. Additional Services

No additional services are included at this time. The contract may be amended in the future to provide services and preparation of preliminary and final platting documents based on the adopted Master Plan. Any additional services may be added as extra work by Supplemental Agreement when appropriate to the project schedule.

Exhibit B

**Gibson Property Master Planning Project
Cedar Falls, Iowa
City Project Number PZ-000-3176**

08/30/17

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

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

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

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

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

4. Each certificate shall be submitted to the City of Cedar Falls.

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

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

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

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

8. Errors & Omissions: If the contract's scope of services includes design work or other professional services, then Contractor shall maintain insurance coverage for errors, omissions and other wrongful acts or omissions (except for intentional acts or omissions), arising out of the professional services performed by Contractor. Contractor shall maintain continuous Errors & Omissions coverage for a period commencing no later than the date of the contract, and continuing for a period of no less than 2 years from the date of completion of all work completed or services performed under the contract. The limit of liability shall not be less than \$1,000,000.

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

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

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

Contractor pursuant to the provisions of this contract, except for and to the extent caused by the negligence of the City of Cedar Falls, Iowa.

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

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

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

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

Completion Checklist

- ❑ Certificate of Liability Insurance (2 pages)
- ❑ Additional Insured CG 20 10 07 04
- ❑ Additional Insured CG 20 37 07 04
- ❑ Governmental Immunities Endorsement

EXHIBIT 1 – INSURANCE SCHEDULE

General Liability (Occurrence Form Only):

Commercial General Liability	
General Aggregate	\$2,000,000
Products-Completed Operations Aggregate Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage Limit (any one occurrence)	\$ 50,000
Medical Payments	\$ 5,000

Automobile: (Combined Single Limit) \$1,000,000

If the Contractor does not own any vehicles, coverage is required on non-owned and hired vehicles.

Standard Workers Compensation

Statutory for Coverage A	
Employers Liability:	
Each Accident	\$ 500,000
Each Employee – Disease	\$ 500,000
Policy Limit – Disease	\$ 500,000

Umbrella: \$3,000,000

The Umbrella/Excess Insurance shall be written on a per occurrence basis and if the Umbrella/Excess is not written on a follow form basis it shall have the same endorsements as required of the primary policy(ies).

Errors & Omissions: \$1,000,000

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

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

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

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

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

5. No Other Change in Policy. The insurance carrier and the City of Cedar Falls, Iowa agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

CANCELLATION AND MATERIAL CHANGES ENDORSEMENT

Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction in coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: Risk Management Office, City of Cedar Falls, City Hall, 220 Clay Street, Cedar Falls, Iowa 50613. This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached. Contractor agrees to furnish the City with 30 days advance written notice of cancellation, non-renewal, reduction in coverage and/or limits, and 10 days advance written notice of non-payment of premium.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/12/2018

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

PRODUCER Holmes Murphy & Assoc - CR 201 First Street SE, Suite 700 Cedar Rapids, IA 52401	1-800-300-0325	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS:	FAX (A/C, No):
INSURED Confluence, Inc. 525 17th Street Des Moines, IA 50309		INSURER(S) AFFORDING COVERAGE INSURER A: XL SPECIALTY INS CO	NAIC # 37885
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 53921651

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability (Claims-Made Policy)			DPR9930638	09/04/18	09/04/19	Per Claim 2,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Cedar Falls

220 Clay Street

Cedar Falls, IA 50613

USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Paula A. Skowron



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/12/18

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

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

PRODUCER Aon Risk Services, Inc of Florida 1001 Brickell Bay Drive, Suite #1100 Miami, FL 33131-4937	CONTACT NAME: Aon Risk Services, Inc of Florida	
	PHONE (A/C, No, Ext): 800-743-8130	FAX (A/C, No): 800-522-7514
EMAIL ADDRESS: ADP.COI.Center@Aon.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : New Hampshire Ins Co		23841
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED ADP TotalSource CO XXIII, Inc 10200 Sunset Drive Miami, FL 33173 ALTERNATE EMPLOYER Confluence, Inc 525 17th Street Des Moines, IA 50309	INSURER B :	
	INSURER C :	
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 2170741 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **LIMITS SHOWN ARE AS REQUESTED.**

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEC <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	WC 047014234 IA	07/01/18	07/01/19	X PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 All worksite employees working for CONFLUENCE, INC, paid under ADP TOTALSOURCE, INC.'s payroll, are covered under the above stated policy. CONFLUENCE, INC is an alternate employer under this policy.
 See attached Certificate Holder Cancellation Notice.
 WAIVER OF SUBROGATION IN FAVOR OF CITY OF CEDAR FALLS ITS ELECTED AND APPOINTED OFFICIALS, ITS DIRECTORS, EMPLOYEES, AGENTS AND VOLUNTEERS WORKING ON BEHALF OF THE CITY OF CEDAR FALLS, IOWA AS RESPECTS OF JOB PERFORMED BY CONFLUENCE, INC AS REQUIRED BY WRITTEN CONTRACT.
 RE: Master planning services for South Cedar Falls Urban Renewal Area

CERTIFICATE HOLDER **CANCELLATION**

City of Cedar Falls 220 Clay Street Cedar Falls, IA 50613	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services, Inc of Florida</i>

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WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 00 03 13

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 09/12/2018 at 12:01 A.M. standard time, forms a part of Policy No. WC 047014234 of the New Hampshire Ins Co

Issued to: ADP TotalSource CO XXIII, Inc (PEO Company)
10200 Sunset Drive
Miami, FL 33173
Confluence, Inc (Client of PEO Company)
525 17th Street
Des Moines, IA 50309



Premium (if any) \$ Included

Authorized Representative

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.*

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

In favor of:

CITY OF CEDAR FALLS
ITS ELECTED AND APPOINTED OFFICIALS, ITS DIRECTORS,
EMPLOYEES, AGENTS AND VOLUNTEERS WORKING ON BEHALF
OF THE CITY OF CEDAR FALLS, IOWA
220 CLAY STREET
CEDAR FALLS, IA 50613

JOB DESCRIPTION:

RE: MASTER PLANNING SERVICES FOR SOUTH CEDAR FALLS URBAN RENEWAL AREA

POLICY HOLDER NOTICE

CERTIFICATE HOLDER CANCELLATION NOTICE SCHEDULE

Should this policy be cancelled before the expiration date hereof, the producer will endeavor to mail 30 days written notice to the certificate holder named herein, but failure to do so shall impose no obligation or liability of any kind upon the insurer, the producer, or the respective agents or representatives of each.

SCHEDULE:

CERTIFICATE HOLDERS AS IDENTIFIED ON THE MOST RECENT QUARTERLY SCHEDULE OF CERTIFICATE HOLDERS PROVIDED BY THE INSURED'S BROKER OF RECORD TO THE INSURER.

This endorsement, effective 12:01 a.m., 12/05/2018 forms a part of
Policy No. DPR9930638
Issued to Confluence, Inc.
by XL Specialty Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MATERIAL CHANGES ENDORSEMENT

This endorsement modifies insurance provided under the following:
PROFESSIONAL, ENVIRONMENTAL AND NETWORK SECURITY LIABILITY POLICY – ARCHITECTS,
CONSULTANTS AND ENGINEERS

It is agreed that, in the event this Policy is cancelled by the Company for any reason, or cancelled by the NAMED INSURED, a thirty (30) days' advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment will be provided to the following entity:

Entity Name and Address:

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

This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached.

All other terms and conditions of the Policy remain unchanged.

Exhibit C

**Gibson Property Master Planning Project
Cedar Falls, Iowa
City Project Number PZ-000-3176**

08/30/17

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

This document outlines the Standard Terms and Conditions for all Contractors who perform work or services for the City of Cedar Falls under a contract. The term, "Contractor," as used in this document, includes an engineer, an architect, and any other design professional providing professional services to the City of Cedar Falls, Iowa, under a contract (but excludes construction contractors).

1. This Contract may not be modified or amended except by a writing signed by an authorized representative of the City of Cedar Falls and of the Contractor.
2. Time is of the essence of this Contract.
3. Contractor shall be an independent contractor with respect to the services to be performed under this Contract. Neither Contractor nor its subcontractors, agents, or employees, shall be deemed to be employees or agents of the City.
4. Contractor shall perform all duties in accordance with all applicable federal, state and local laws and regulations.
5. If Contractor breaches this Contract, the City shall have all remedies available to it at law or in equity.
6. Severability. If any provision of this Contract is declared invalid, illegal, or incapable of being enforced by any court of competent jurisdiction, all of the remaining provisions of this Contract shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.
7. Assignment. Contractor may not assign this Contract or any of its rights or obligations hereunder, without the prior written consent of the City, which consent may be withheld in the sole and absolute discretion of the City.
8. Survival of Obligations. All obligations and duties which by their nature extend beyond the term of this Contract shall survive the expiration or termination of this Contract.

9. Governing Law; Jurisdiction; Venue and Trial. This Contract shall be construed in accordance with, and all disputes hereunder shall be governed by, the laws of the State of Iowa, excluding its conflicts of law rules. The parties hereto agree that the exclusive jurisdiction and venue shall be in the Iowa District Court for Black Hawk County, and in no other jurisdiction or location, and shall not be removed to federal court. The parties hereby agree to waive the right to trial by jury and agree to submit all disputes to a trial by judge alone. The parties agree that no disputes under this Contract shall be submitted to binding arbitration, but may be submitted to mediation by mutual consent of both parties.

10. Any failure of Contractor to comply with the Insurance Requirements for Contractors for the City of Cedar Falls set forth on Attachment A, shall constitute a default under this Contract.

11. Attorneys' Fees. In the event of litigation, the City shall under no circumstances be obligated for payment of any attorneys' fees of Contractor or any other party, arising out of such litigation.

12. Payment. Payment of Contractor's invoices shall be due no sooner than thirty (30) days from the date of invoice. In the event any invoices are not paid within thirty (30) days, the City shall pay interest thereon at the rate provided for by Section 668.13(3), Code of Iowa, computed monthly.

13. The City shall not be obligated to maintain confidentiality of Contractor documents or records that are furnished to the City if such documents are public records under the Iowa Open Records Law, Chapter 22, Code of Iowa, and the City shall have no responsibility to Contractor for disclosure of such records.

14. Under no circumstances shall the City waive any damages against the Contractor or any other party arising out of any breach of this Contract, whether consequential, indirect, special, or punitive damages.

15. Under no circumstances shall the Contractor's liability to the City be limited to any specific amount or sum, whether that amount is the compensation paid by the City to the Contractor under this Contract, or the dollar amount of coverage provided for in the Insurance Requirements for Contractors for the City of Cedar Falls, Attachment A.

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

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

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

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

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

RESPONSE TO SCOPE OF SERVICES

PROPOSED SCHEDULE

Based upon the scope of services and required deliverables, we propose the following schedule for completion of the Cedar Fall Master Planning project. This proposed timeline assumes a mid-January Recommendation for Award and receipt of the Notice to Proceed.

Our team is immediately available to commit the necessary time and resources to your project in order to deliver the completed Master Plan within this desired time frame. If selected, we will prepare and submit a detailed schedule for completion of the work that more thoroughly outlines meetings and coordination dates.

WORK PLAN SCHEDULE	DEC 2018	JAN 2019	FEB 2019	MAR 2019	APRIL 2019	MAY 2019	JUNE 2019	JULY 2019
Selection + Notice to Proceed		★						
Kick-off Meeting with Advisory Committee (Advisory Committee Meeting #1)		●						
PHASE 1 RESEARCH + ANALYSIS								
Site and Land Use Analysis & Assessment								
Transportation and Utilities Analysis								
Market and Economic Analysis								
Submit/Review Analysis (Advisory Committee Mtg. #2)				●				
PHASE 2 MASTER PLANNING								
Master Planning + Recommendations								
Preliminary Infrastructure Cost Estimate								
Submit Draft Master Plan Report						●		
Draft Plan Advisory Committee Review Session (Advisory Committee Meeting #3)						●		
PHASE 3 FINAL DRAFT + ADOPTION								
Final Master Plan Report								
Submit Final Report for review								●
Final Report Review with Advisory Committee (Advisory Committee Meeting #4)								●
Present to Planning and Zoning Commission (July 10th)								●
City Council Presentation (July 15th)								★

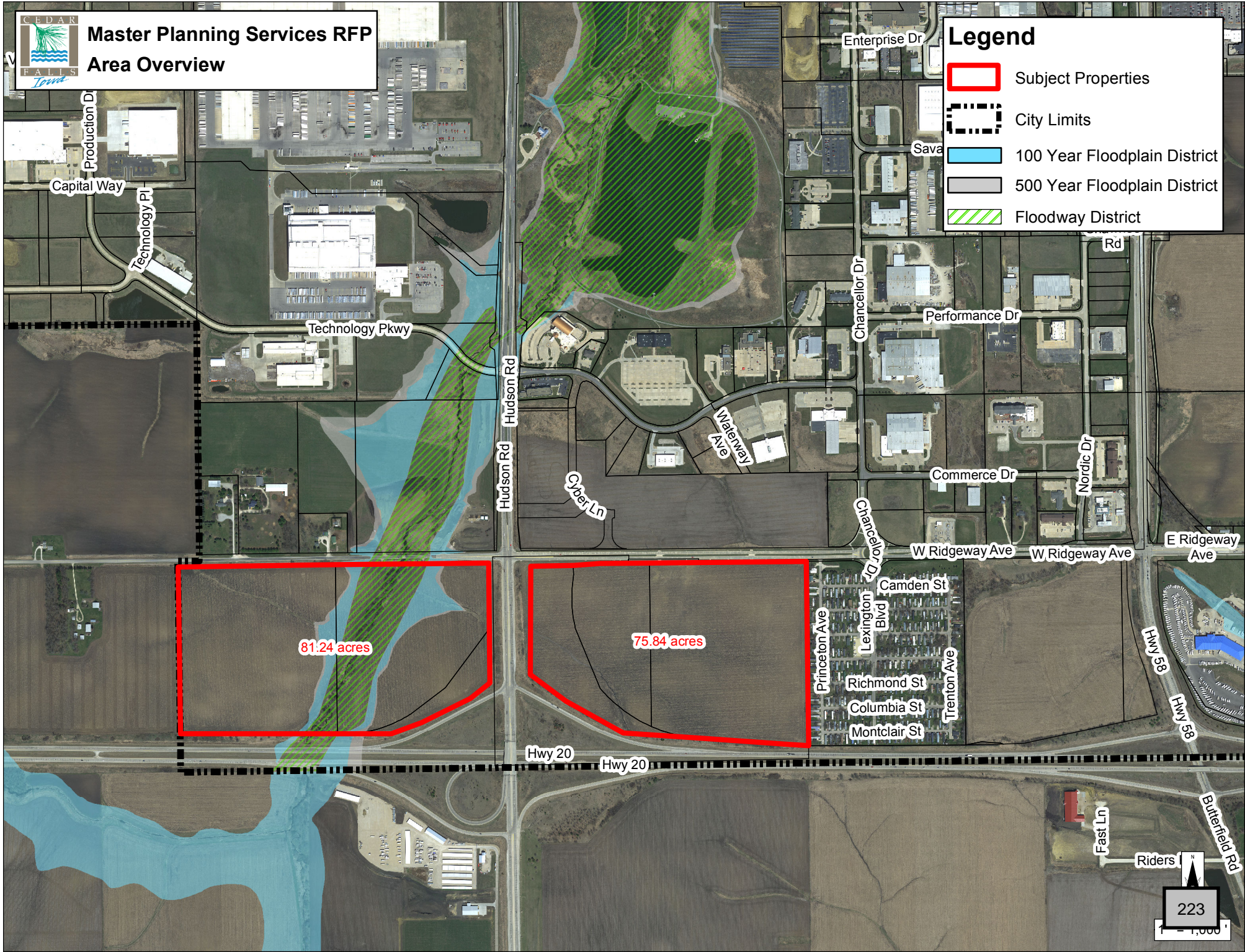
LEGEND: ★ KEY DATES ● MEETINGS



Master Planning Services RFP Area Overview

Legend

- Subject Properties
- City Limits
- 100 Year Floodplain District
- 500 Year Floodplain District
- Floodway District





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: Shane Graham, Planner II
DATE: January 3, 2019
SUBJECT: Advancement of Funds for the Gibson Property Master Planning Services Agreement

Earlier on the agenda, City Council will be asked to approve a \$136,920.00 contract with Confluence, Inc. for master planning services on 157 acres of City-owned property located along W. Ridgeway Avenue. The City intends to use tax increment financing (TIF) from the South Cedar Falls Urban Renewal Area in order to fund this project, however the payment to be made to the Confluence, Inc. would be prior to the City having received any tax increment funds from the County within this urban renewal area.

Therefore, the City must advance the cost for the payment from another source until tax increment funds are received. Staff is recommending that the payment be advanced from the City's Economic Development Fund. The advance would be treated as an internal loan, which the Economic Development Fund would then be reimbursed from the Tax Increment Fund once the City receives tax increment funds in this area.

The Community Development Department recommends that the City Council take the following action:

1. Resolution authorizing advancement of costs for an Urban Renewal project and certification of expenses incurred by the City for payment under Iowa Code Section 403.19.

If you have any questions pertaining to this memorandum, please contact the Community Development Department.

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

(This Notice to be posted)

NOTICE AND CALL OF PUBLIC MEETING

Governmental Body: The City Council of the City of Cedar Falls, Iowa.
Date of Meeting: January 7, 2019.
Time of Meeting: Seven o'clock P.M.
Place of Meeting: Council Chambers, City Hall, 220 Clay Street, Cedar Falls, Iowa

PUBLIC NOTICE IS HEREBY GIVEN that the above mentioned governmental body will meet at the date, time and place above set out. The tentative agenda for said meeting is as follows:

RESOLUTION AUTHORIZING ADVANCEMENT OF COSTS FOR
AN URBAN RENEWAL PROJECT AND CERTIFICATION OF
EXPENSES INCURRED BY THE CITY FOR PAYMENT UNDER
IOWA CODE SECTION 403.19

Such additional matters as are set forth on the additional _____ page(s) attached hereto.
(number)

This notice is given at the direction of the Mayor pursuant to Chapter 21, Code of Iowa, and the local rules of said governing body.

City Clerk, City of Cedar Falls, Iowa

January 7, 2019

The City Council of the City of Cedar Falls, Iowa, met in regular session, in the Council Chambers, City Hall at seven o'clock P.M., on the above date. There were present Mayor, _____ in the chair, and the following named Council Members:

Absent: _____

* * * * *

Council Member _____ introduced the following Resolution entitled "RESOLUTION AUTHORIZING ADVANCEMENT OF COSTS FOR AN URBAN RENEWAL PROJECT AND CERTIFICATION OF EXPENSES INCURRED BY THE CITY FOR PAYMENT UNDER IOWA CODE SECTION 403.19" and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

RESOLUTION NO. _____

RESOLUTION AUTHORIZING ADVANCEMENT OF COSTS FOR AN
URBAN RENEWAL PROJECT AND CERTIFICATION OF EXPENSES
INCURRED BY THE CITY FOR PAYMENT UNDER IOWA CODE SECTION
403.19

WHEREAS, the City of Cedar Falls, Iowa has adopted the South Cedar Falls Urban Renewal Plan, (the "Plan") for the South Cedar Falls Urban Renewal Area (the "Urban Renewal Area") for the purpose of undertaking urban renewal projects, including the project described as "Planning, design, studies and associated costs for the development of land within the Urban Renewal Area", (the "Project") within the Urban Renewal Area; and

WHEREAS, the Project is located in the Urban Renewal Area; is described on page 7 of the Plan; does not exceed the projected Project cost estimate on page 7 of the Plan; and, in the judgment of the City Council will further one or more of the objectives of the Plan. Therefore, the Project constitutes a public use and purpose as provided by Iowa Code Chapters 15A and 403; and

WHEREAS, the City intends to advance costs from the Economic Development Fund to pay costs associated with the Project, and thereafter reimburse said fund with tax increment; and

WHEREAS, before approving an urban renewal project for reimbursement with tax increment, it is necessary to make certain findings under Chapter 403; and

WHEREAS, it is the intention of the City to certify the amount of funds advanced for reimbursement under Iowa Code Section 403.19 before December 1, 2020; and

WHEREAS, the amount of funds to be advanced for the Project is currently estimated at \$136,920.00.

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Cedar Falls, Iowa, as follows:

Section 1. Pursuant to Ordinance No. 2926 , there has been established the South Cedar Falls Urban Renewal Area Tax Increment Revenue Fund (the "Tax Increment Fund"), into which all incremental property tax revenues received from the Urban Renewal Area, as amended, are deposited. The Council finds the Project to be an Urban Renewal Project as defined in Iowa Code Chapter 403, and further finds that said Project is included in the Plan for the Urban Renewal Area.

Section 2. It is hereby directed that the total costs for the Project be advanced from time to time from the Economic Development Fund in order to pay the costs of the Project. The

advance shall be treated as an internal loan (the "Loan") from the Economic Development Fund and the Economic Development Fund shall be reimbursed the total actual Project cost from the Tax Increment Fund.

Section 3. All Project costs to be incurred for the Project are approved, to be advanced as described in Section 2. The Project is currently estimated to cost approximately \$136,920.00.

Section 4. Certification for reimbursement under Iowa Code Section 403.19 shall be made by the Council on or before December 1, 2020.

ADOPTED AND PASSED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, STATE OF IOWA, this 7th day of January, 2019.

Mayor

ATTEST:

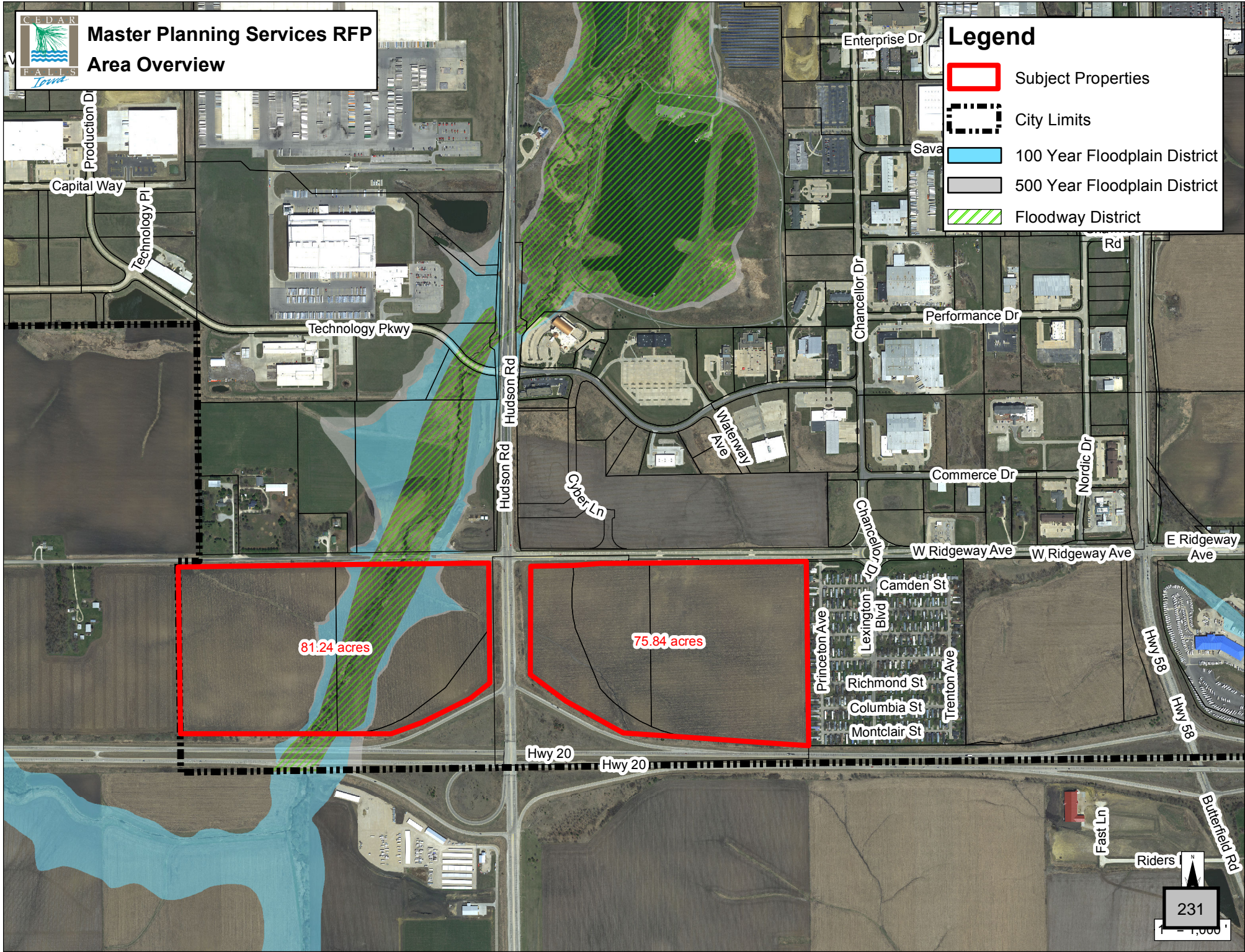
City Clerk



Master Planning Services RFP Area Overview

Legend

- Subject Properties
- City Limits
- 100 Year Floodplain District
- 500 Year Floodplain District
- Floodway District



81.24 acres

75.84 acres



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

TO: Mayor Brown and City Council Members
FROM: Jennifer Rodenbeck, Director of Finance & Business Operations
DATE: December 31, 2018
SUBJECT: FY2019-2024 Capital Improvements Program (CIP)

Attached is the required notice for the proposed FY2019-2024 Capital Improvements Program (CIP) hearing. The CIP will be presented at committee on January 7th.

The Code of Iowa requires that the City have a public hearing and I would request that the hearing be set for January 21, 2019.

If you have any questions about the CIP or the process, please feel free to contact me.

**NOTICE OF PUBLIC HEARING FOR THE
FY2019-2024 CAPITAL IMPROVEMENTS PROGRAM (CIP)**

Notice is hereby given that the Cedar Falls City Council of the City of Cedar Falls, Iowa will conduct a public hearing on the proposed FY2019-2024 Capital Improvements Program (CIP) at 7:00 p.m. on the 21st day of January 2019, said meeting to be held in the Council Chamber in City Hall, 220 Clay Street, Cedar Falls, Iowa.

Copies of the foregoing described document are on file in the office of the City Clerk in the City Hall in Cedar Falls, Iowa and may be inspected by any persons interested. Written objections to said proposed Capital Improvements Program may be filed with the City Clerk of the City of Cedar Falls, Iowa on or before the date of hearing, and all objections will be heard at the time of said hearing.

This notice is given by order of the City Council of the City of Cedar Falls, Iowa.

CITY OF CEDAR FALLS
By: JACQUE DANIELSEN, CMC
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

MEMORANDUM
Engineering Division

TO: Honorable Mayor James P. Brown and City Council

FROM: Chase Schrage, Principal Engineer

DATE: January 2, 2019

SUBJECT: Play to Play Playground Project
Project No. PI-185-3156
Request for PS&E Approval

Submitted within for City Council approval are the Plans, Specifications, and Estimate of Costs and Quantities for the Place to Play Playground Project.

I would recommend setting Monday, January 21, 2019 at 7:00 p.m. as the date and time for the public hearing on this project and Tuesday, January 29, 2019 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 January 11, 2019. The Plans and Specifications will be ready for distribution to contractors on January 11, 2019 allowing more than two (2) weeks of review before contract letting.

This project involves the construction of a play area in Greenhill Park that will provide recreation opportunities for individuals of all ages who have special needs. The plans will include play equipment, safety surfacing, fencing, etc. This project is to be completed in August of 2019.

The total estimated cost for the construction of this project is \$527,526. The majority of the project will be funded with private funds and a Black Hawk County Gaming Grant. Other funding sources that will be used may include hotel motel tax and the general revenue fund.

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
Mark Ripplinger, Director of Municipal Operations



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
Engineering Division

TO: Honorable Mayor James P. Brown and City Council

FROM: Chase Schrage, Principal Engineer

DATE: January 3, 2019

SUBJECT: 2019 Street Construction Project
Project No. RC-000-3153
Request for PS&E Approval

Submitted within for City Council approval are the Plans, Specifications, and Estimate of Costs and Quantities for the 2019 Street Construction Project.

I would recommend setting Monday, January 21, 2019 at 7:00 p.m. as the date and time for the public hearing on this project and Tuesday, January 29, 2019 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 January 11, 2019. The Plans and Specifications will be ready for distribution to contractors on January 11, 2019 allowing more than two (2) weeks of review before contract letting.

This project involves the construction of fourteen(14) City streets(see attached Exhibit A) totaling 2.78 miles. Work will include removal and replacement of the existing pavement, HMA overlays, subgrade compaction, storm sewer, subdrain, intake construction and replacement of driveway approaches and handicap ramps. Complete streets components were considered in the design of each roadway and checklists are on file with the City Engineer.

The total estimated cost for the construction of this project is \$4,798,387.18. The majority of the project will be funded with the Local Option Sales Tax funds. The project will involve new water main on Cedar Heights Drive, Melrose Drive and Franklin Street and will be funded by Cedar Falls Utilities. This project will also replace the sanitary sewer main on Lilac Lane and Franklin Street that will be funded by Sanitary Sewer Rental Fund.

This project meets the Organizational Goal #4 of the City Council goals for fiscal year 2019 by using Local Option Sales Tax for our annual Construction program.

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.

att

xc: Stephanie Houk Sheetz, Director of Community Development

MILEAGE SUMMARY

STREET	LOCATION	LIN. FT.	MILES
CEDAR HEIGHTS DRIVE	RAINBOW DRIVE TO PLEASANT DRIVE	1395	0.26
CLARK DRIVE	SUMMIT DRIVE TO LAUREL CIRCLE	587	0.11
LILAC LANE	McCLAIN DRIVE TO CARLTON DRIVE	1147	0.22
MELROSE DRIVE	UNIVERSITY AVE FRONTAGE TO ROYAL DRIVE	1332	0.25
FRANKLIN STREET	18TH STREET TO 20TH STREET	938	0.18
OREGON ROAD	DALLAS DRIVE TO SOUTH MAIN STREET	1129	0.21
EDWARDS AVENUE	RAINBOW DRIVE TO GRAND BLVD.	288	0.05
BIG WOODS ROAD	DUNKERTON ROAD TO CITY LIMITS	1308	0.25
GARDEN AVENUE	RAINBOW DRIVE TO PLEASANT DRIVE	1240	0.23
HIGHLAND DRIVE	3RD STREET TO 4TH STREET	311	0.06
HOLMES DRIVE	4TH STREET SOUTH TO HOLMES ELEMENTARY SCHOOL	674	0.12
LEXINGTON DRIVE	12TH STREET TO CONCORD DRIVE	456	0.09
TERRACE DRIVE	ROWND STREET TO DEAD END	379	0.07
HUDSON ROAD	UNI TO 12TH STREET	3505	0.66
TOTAL		14689	2.78