



AGENDA
CITY OF CEDAR FALLS, IOWA
REGULAR MEETING, CITY COUNCIL
MONDAY, JUNE 4, 2018
7:00 PM AT CITY HALL

- A. Call to Order by the Mayor.
- B. Roll Call.
- C. Approval of Minutes of the Regular Meeting of May 21, 2018.
- D. Agenda Revisions.
- E. Special Order of Business:
 - 1. Public hearing on the proposed plans, specifications, form of contract & estimate of cost for the 2018 Public Sidewalk & Pedestrian Trail Improvement Project.
 - a. Receive and file proof of publication of notice of hearing. (Notice published May 25, 2018)
 - b. Written objections filed with the City Clerk.
 - c. Oral comments.
 - 2. Resolution approving and adopting the plans, specifications, form of contract & estimate of cost for the 2018 Public Sidewalk & Pedestrian Trail Improvement Project.
- F. Old Business:
 - 1. Pass Ordinance #2923, providing that general property taxes levied and collected each year on all property located within the amended Cedar Falls Unified Highway 58 Corridor Urban Renewal Area, in the City of Cedar Falls, by and for the benefit of the State of Iowa, City of Cedar Falls, County of Black Hawk, Cedar Falls Community School District, Hudson Community School District, and other taxing districts, be paid to a special fund for payment of principal and interest on loans, monies advanced to and indebtedness, including bonds issued or to be issued, incurred by the city in connection with the amended Cedar Falls Unified Highway 58 Corridor Urban Renewal Area (Amendment No. 4 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan), upon its third & final consideration.
 - 2. Pass Ordinance #2924, amending Chapter 27, Utilities, of the Code of Ordinances, relative to sanitary sewer rates, upon its third & final consideration.
 - 3. Pass Ordinance #2925, amending Chapter 27, Utilities, of the Code of Ordinances, relative to storm water management rates, upon its third & final consideration.
 - 4. Pass Ordinance #2926, providing that general property taxes levied and collected each year on all property located within the South Cedar Falls Urban Renewal Area in the City of Cedar Falls, County of Black Hawk, State of Iowa, by and for the benefit of the State of Iowa, City of Cedar Falls, County of Black Hawk, Cedar Falls Community School District, Hudson Community School

District, and other taxing districts, be paid to a special fund for payment of principal and interest on loans, monies advanced to and indebtedness, including bonds issued or to be issued, incurred by the City in connection with the South Cedar Falls Urban Renewal Area, upon its second consideration.

5. Pass Ordinance #2927, amending Chapter 26, Traffic and Motor Vehicles, of the Code of Ordinances relative to establishing a 35 miles per hour speed limit on Greenhill Road from Hudson Road to West 27th Street, upon its second consideration.

G. New Business:

1. Consent Calendar: (The following items will be acted upon by voice vote on a single motion without separate discussion, unless someone from the Council or public requests that a specific item be considered separately.)
 - a. Approve the recommendation of the Mayor relative to the appointment of MaraBeth Soneson to the Utilities Board of Trustees, term ending 08/31/2024.
 - b. Receive and file the Committee of the Whole minutes of May 21, 2018 relative to the following items:
 - (1) Utilities Board of Trustees Interview - MaraBeth Soneson.
 - (2) Visitors & Tourism Initiatives/Update.
 - (3) Speed limit on South Main Street-University Avenue to Greenhill Road.
 - (4) Bills & Payroll.
 - c. Receive and file the City Council Work Session minutes of May 14, 2018.
 - d. Receive and file Departmental Monthly Reports of April 2018.
 - e. Approve the following applications for cigarette/tobacco/nicotine/vapor permits:
 - (1) Dollar General Store, 2921 Center Street.
 - (2) Murphy USA, 518 Brandilynn Boulevard.
 - (3) SUDS, 2223 1/2 College Street.
 - (4) Up In Smoke, 2218 College Street.
 - f. Approve the following applications for beer permits and liquor licenses:
 - (1) Dollar General Store, 2921 Center Street, Class C beer & Class B wine - renewal.
 - (2) Kwik Star, 2019 College Street, Class C beer - renewal.
 - (3) Kwik Star, 7500 Nordic Drive, Class C beer & Class B wine - renewal.
 - (4) Chuck E. Cheese's, 5911 University Avenue, Class B beer - renewal.
 - (5) Applebee's Neighborhood Grill & Bar, 6301 University Avenue, Class C liquor - renewal.
 - (6) Los Cabos Mexican Restaurant, 112-114 Main Street, Class C liquor & outdoor service - renewal.
 - (7) Prime Mart, 2323 Main Street, Class E liquor - renewal.
 - (8) Target, 214 Viking Plaza Drive, Class E liquor - renewal.
 - (9) Fraternal Order of Eagles, 2125 West Lone Tree Road, Class C liquor & outdoor service - temporary expansion of outdoor service area. (June 22-24, 2018)
2. Resolution Calendar: (The following items will be acted upon by roll call vote on a single motion without separate discussion, unless someone from the Council or public requests that a specific item be considered separately.)
 - a. Resolution directing the advertisement for sale of \$6,585,000 General Obligation Bonds, Series 2018, and approving electronic bidding procedures and Official Statement.
 - b. Resolution approving and authorizing execution of an Engagement Letter with Eide Bailly,

LLP to perform the audit of FY18 financial statements and programs compliance.

- c. Resolution approving and authorizing execution of an Actuarial Services Agreement with SilverStone Group, Incorporated relative to Governmental Accounting Standards Board (GASB) 75.
- d. Resolution approving and authorizing execution of a Professional Service Agreement with Carlson Dettmann Consulting, LLC relative to a Job Classification Review, in conjunction with the City's pay plan study.
- e. Resolution approving and authorizing execution of a Professional Service Agreement with Carlson Dettmann Consulting, LLC relative to a Performance Development Program, in conjunction with the City's pay plan study.
- f. Resolution designating the dates and locations for the annual Sturgis Falls Celebration and Cedar Basin Jazz Festival Inc.
- g. Resolution approving and authorizing expenditure of funds for the purchase of two dump trucks.
- h. Resolution approving the Certificate of Completion and accepting the work of Municipal Pipe Tool Company, LLC for the 2017 Sanitary Sewer Rehabilitation Project.
- i. Resolution approving and authorizing execution of a Maintenance and Repair Agreement with CF Gateway Park, Inc. relative to a post-construction stormwater management plan on Lots 1 and 2 of Gateway Business Park at Cedar Falls I.
- j. Resolution approving and authorizing execution of Supplemental Agreement No. 7 with AECOM Technical Services, Inc. relative to the Downtown Levee Improvements Project.
- k. Resolution approving and accepting the contract and bond of K. Cunningham Construction Co. Inc. for the Center Street Recreational Trail Project.
- l. Resolution approving and authorizing execution of a Contract for Completion of Improvements with CF Gateway Park, Inc. relative to the final plat of Gateway Business Park at Cedar Falls I.
- m. Resolution approving and authorizing execution of a Professional Service Agreement with Clapsaddle-Garber Associates for 2018 construction observation and testing services relative to new subdivisions.
- n. Resolution approving and authorizing execution of Supplemental Agreement No. 1 with Clapsaddle-Garber Associates for construction observation and testing services relative to Gateway Business Park. (Contingent upon approval of Item G-2.m.)
- o. Resolution approving a Highway 20 Commercial Corridor Overlay Zoning District development site plan for construction of a hotel and conference center on Lot 1, Gateway Business Park at Cedar Falls I.
- p. Resolution approving and authorizing execution of a Developmental Procedures Agreement with CF Gateway Park, Inc. relative to public improvements in Gateway Business Park at Cedar Falls I.
- q. Resolution approving the final plat of Gateway Business Park at Cedar Falls I.
- r. Resolution approving and authorizing execution of a Rehabilitation Contract with To Jo

Construction Inc., relative to a Community Development Block Grant (CDBG) emergency repair project.

- s. Resolution approving and authorizing execution of a Rehabilitation Contract with Curran Plumbing Inc., relative to a Community Development Block Grant (CDBG) emergency repair project.
- t. Resolution setting June 18, 2018 as the date of public hearing on the City's FY18-19 Consolidated Annual Plan for the Community Development Block Grant (CDBG) & HOME Program.

H. Allow Bills and Payroll.

I. City Council Referrals.

J. City Council Updates.

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

L. Adjournment.

**CITY HALL
CEDAR FALLS, IOWA, MAY 21, 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.

- 51902 - It was moved by Kruse and seconded by Wieland that the minutes of the Regular Meeting of May 7, 2018 be approved as presented and ordered of record. Motion carried unanimously.

The Mayor then recognized his daughter's 18th birthday.

- 51903 - City Clerk Danielsen announced a revision to the FY19 Fee Schedule, Item G-2(d), noting a correction on page 4.

- 51904 - Mayor Brown announced the continuation of the public hearing on a proposed plan for the proposed South Cedar Falls Urban Renewal Area. Planner II Graham provided a brief summary of proposal. Jim Skaine, 2215 Clay Street, expressed concerns and Greater Cedar Valley Alliance and Chamber representative Lisa Skubal, commended Council and expressed support. There being no one else present to speak either for or against the proposed plan, the Mayor declared the hearing closed and passed to the next order of business.

- 51905 - It was moved by Blanford and seconded by Wieland that Resolution #21,109, 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 South Cedar Falls Urban Renewal Plan, be adopted. Following questions by Councilmember Green and responses from 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 #21,109 duly passed and adopted.

- 51906 - It was moved by Wieland and seconded by Kruse that Ordinance #2926, providing that general property taxes levied and collected each year on all property located within the South Cedar Falls Urban Renewal Area in the City of Cedar Falls, County of Black Hawk, State of Iowa, by and for the benefit of the State of Iowa, City of Cedar Falls, County of Black Hawk, Cedar Falls Community School District, Hudson Community School District, and other taxing districts, be paid to a special fund for payment of principal and interest on loans, monies advanced to and indebtedness, including bonds issued or to be issued, incurred by the City in connection with the South Cedar Falls Urban Renewal Area, be passed upon its first consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye:

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Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried.

- 51907 - It was moved by Blanford and seconded by Kruse that Ordinance #2923, providing that general property taxes levied and collected each year on all property located within the amended Cedar Falls Unified Highway 58 Corridor Urban Renewal Area, in the City of Cedar Falls, by and for the benefit of the State of Iowa, City of Cedar Falls, County of Black Hawk, Cedar Falls Community School District, Hudson Community School District, and other taxing districts, be paid to a special fund for payment of principal and interest on loans, monies advanced to and indebtedness, including bonds issued or to be issued, incurred by the city in connection with the amended Cedar Falls Unified Highway 58 Corridor Urban Renewal Area (Amendment No. 4 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan), be passed upon its second consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried.
- 51908 - It was moved by Kruse and seconded by deBuhr that Ordinance #2924, amending Chapter 27, Utilities, of the Code of Ordinances, relative to sanitary sewer rates, be passed upon its second consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried.
- 51909 - It was moved by Kruse and seconded by Green that Ordinance #2925, amending Chapter 27, Utilities, of the Code of Ordinances, relative to storm water management rates, be passed upon its second consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried.
- 51910 - It was moved by Miller and seconded by Kruse that the following items and recommendations on the Consent Calendar be received, filed and approved:

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

- (1) Katy Susong, Board of Appeals, indefinite term.
- (2) Phyllis Carter, Community Center & Senior Services Board, term ending 06/30/2021.
- (3) Betty Danielson, Community Center & Senior Services Board, term ending 06/30/2021.
- (4) Clare Struck, Parks & Recreation Commission, term ending 06/30/2021.
- (5) Mary Carlson, Visitors & Tourism Board, term ending 07/01/2021.
- (6) Annie Gougler, Visitors & Tourism Board, term ending 07/01/2021.
- (7) Leslie Prideaux, Visitors & Tourism Board, term ending 07/01/2021.

Receive and file the Committee of the Whole minutes of May 7, 2018 relative to the following items:

- (1) Public Safety Awards.
- (2) University Avenue Update.

(3) Bills & Payroll.

Receive and file the bids received for the Center Street Recreational Trail Project.

Approve the following special event related requests:

- (1) Street closure, College Street, June 7, 2018 (with an alternate date of June 14, 2018).
- (2) Street closure, East 10th Street, June 8, 2018.
- (3) Parking variances, College Hill Arts Festival, June 15-16, 2018.
- (4) Street closures & parking variances, Gran Fondo Cedar Valley Bike Ride & FondoFest, August 18, 2018.

Approve the following applications for cigarette/tobacco/nicotine/vapor permits:

- (1) B & B West, 3105 Hudson Road.
- (2) Casey's General Store, 2425 Center Street.
- (3) Casey's General Store, 5226 University Avenue.
- (4) Casey's General Store, 5908 Nordic Drive.
- (5) Casey's General Store, 601 Main Street.
- (6) Casey's General Store, 1225 Fountains Way.
- (7) Electric Underground, 5901 University Avenue.
- (8) Prime Mart, 2728 Center Street.
- (9) Thunder Ridge Ampride, 2425 Whitetail Drive.
- (10) Walgreens, 2509 Whitetail Drive.

Approve the following applications for liquor licenses:

- (1) Carlos O'Kelly's Mexican Café, 6507 University Avenue, Class C liquor & outdoor service - renewal.
- (2) Harry's Five and Dime, 123 Main Street, Class C liquor - renewal.
- (3) Montage, 222-224 Main Street, Class C liquor, Class B wine & outdoor service - renewal.
- (4) Old Chicago Pizza and Taproom, College Square Mall, Class C liquor & outdoor service - renewal.
- (5) The Other Place, 2214 College Street, Class C liquor - renewal.
- (6) Hy-Vee Food Store, 6301 University Avenue, Class E liquor.

Motion carried unanimously.

51911 - It was moved by Kruse and seconded by Darrah to receive and file the plans, specifications, form of contract & estimate of cost for the 2018 Public Sidewalk & Pedestrian Trail Improvement Project. Following comments by Jim Skaine, 2215 Clay Street, the motion carried unanimously.

51912 - It was moved by Kruse and seconded by Green that the following resolutions be introduced and adopted:

Resolution #21,110, rescheduling the date of the regularly scheduled Cedar Falls City Council meeting of July 2, 2018 to July 9, 2018.

Resolution #21,111, approving and authorizing execution of a Lease Agreement with the Cedar Falls Historical Society relative to the Behrens/Rapp Gas Station.

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Resolution #21,112, approving and authorizing execution of a Lease Agreement with the Cedar Falls Historical Society relative to the Bennington Township Schoolhouse.

Resolution #21,113, approving and accepting the low bid of K. Cunningham Construction Company, Inc., in the amount of \$457,535.03, for the Center Street Recreational Trail Project.

Resolution #21,114, approving and accepting the contract and bond of Peterson Contractors, Inc. for the Campus Street Box Culvert Project.

Resolution #21,115, approving and accepting the contract and bond of Benton's Sand & Gravel, Inc. for the 2018 Permeable Alley Project.

Resolution #21,116, approving and accepting the low bid, and approving and authorizing execution of two Rehabilitation Contracts with Kirvan Enterprises LLC, relative to Community Development Block Grant (CDBG) housing rehabilitation projects.

Resolution #21,117, approving and authorizing execution of a Subcontract for Consulting Services with Tallgrass Archaeology LLC relative to a Certified Local Government Grant to prepare a nomination for the Wild Historic District to the National Register of Historic Places.

Resolution #21,118, approving the River Place 3rd Addition Lot 4 Minor Plat.

Resolution #21,119, approving and authorizing execution of a Surface Transportation Block Grant (STBG) Programming Agreement with Black Hawk County Metropolitan Planning Organization (MPO) relative to the reconstruction of Cedar Heights Drive.

Resolution #21,120, approving an amendment to the preliminary plat and phasing plan for The Arbors.

Resolution #21,121, approving and authorizing execution of a Keep Vacant Agreement for property located at 714 West 1st Street, in conjunction with the West 1st Street Reconstruction Project.

Resolution #21,122, approving and authorizing execution of a Keep Vacant Agreement for property located at 810 West 1st Street, in conjunction with the West 1st Street Reconstruction Project.

Resolution #21,123, of support for Community Main Street, Inc. and approving and authorizing execution of a Main Street Iowa Program Agreement with the Iowa Economic Development Authority and Community Main Street, Inc.

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 #21,110 through #21,123 duly passed and

adopted.

- 51913 - It was moved by Miller and seconded by Kruse that Resolution #21,124, approving and adopting the City's FY19 Budget Appropriations, be adopted. Following a question by Jim Skaine, 2215 Clay Street, 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 #21,124 duly passed and adopted.
- 51914 - It was moved by Blanford and seconded by Miller that Resolution #21,125, approving and adopting the City's FY19 Payroll Resolution, 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 #21,125 duly passed and adopted.
- 51915 - It was moved by Darrah and seconded by Kruse that Resolution #21,126, approving and adopting the City's FY19 Fee Schedule, be adopted.

It was then moved by Green and seconded by Miller that the motion be amended to waive barricade fees for neighborhood associations and street meetings. Following questions and comments by Councilmembers Kruse, Blanford, Green, Darrah and Miller, and responses by Public Safety Services Director Olson and Finance & Business Operations Director Rodenbeck, the motion to amend was withdrawn by Councilmember Green.

It was then moved by Green that the original motion be amended to include staff discounted Wellness rates. Following a question by Councilmember Miller and response from Finance & Business Operations Director Rodenbeck, 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 #21,126 duly passed and adopted.

- 51916 - It was moved by Darrah and seconded by Wieland that Resolution #21,127, approving and authorizing execution of a Surface Transportation Block Grant (STBG) Programming Agreement with Black Hawk County Metropolitan Planning Organization (MPO) relative to the reconstruction of the Union Road recreational trail, be adopted. Following questions by Councilmembers Green and Miller, and responses by Planner III Sturch and 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 #21,127 duly passed and adopted.
- 51917 - It was moved by Blanford and seconded by Darrah that Resolution #21,128, approving and authorizing execution of a Second Amendment to Agreement for Private Development with River Place Properties LC relative to the River Place

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Development 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 #21,128 duly passed and adopted.

51918 - It was moved by Kruse and seconded by deBuhr that Resolution #21,129, setting June 4, 2018 as the date of public hearing on the proposed plans, specifications, form of contract & estimate of cost for the 2018 Public Sidewalk & Pedestrian Trail Improvement 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 #21,129 duly passed and adopted.

51919 - It was moved by Darrah and seconded by Miller that Ordinance #2927, amending Chapter 26, Traffic and Motor Vehicles, of the Code of Ordinances relative to establishing a 35 miles per hour speed limit on Greenhill Road from Hudson Road to West 27th Street, be passed upon its first consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried.

51920 - It was moved by Blanford and seconded by Kruse that the bills and payroll 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.

51921 - It was moved by Wieland and seconded by Darrah that the meeting be adjourned at 7:37 P.M. Motion carried unanimously.

Jacqueline Danielsen, MMC, City Clerk



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor James P. Brown and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: May 17, 2018

SUBJECT: 2018 Public Sidewalk & Pedestrian Trail Improvement Project
SW-000-3148
Request for PS&E Approval

Submitted within for City Council approval are the Plans, Specifications, and Estimate of Costs and Quantities for the 2018 Public Sidewalk & Pedestrian Trail Improvement Project.

I would recommend setting Monday, June 4, 2018 at 7:00 p.m. as the date and time for the public hearing on this project and Tuesday, June 12, 2018 at 2:00 p.m. as the date and time for receiving and opening bids. I would also request that the Notice to Bidders be published by May 25, 2018. It is anticipated that the Plans and Specifications will be ready for distribution to contractors on May 25, 2018 allowing more than two (2) weeks of review before contract letting.

This project involves the repair of deficient sidewalk and trails on City property, and also will provide sidewalk and trail infills around the City where none currently exist.

The total estimated cost of the 2018 Public Sidewalk & Pedestrian Trail Improvement Project is \$132,429.38. The funding for the project will be provided by the GO Bonds and Hotel/Motel Tax funds.

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

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

ORDINANCE NO. 2923

AN ORDINANCE AMENDING ORDINANCE NO. 1923, 2122, 2461, 2696 AND 2785, PROVIDING THAT GENERAL PROPERTY TAXES LEVIED AND COLLECTED EACH YEAR ON ALL PROPERTY LOCATED WITHIN THE AMENDED CEDAR FALLS UNIFIED HIGHWAY 58 CORRIDOR URBAN RENEWAL AREA, IN THE CITY OF CEDAR FALLS, COUNTY OF BLACK HAWK, STATE OF IOWA, BY AND FOR THE BENEFIT OF THE STATE OF IOWA, CITY OF CEDAR FALLS, COUNTY OF BLACK HAWK, CEDAR FALLS COMMUNITY SCHOOL DISTRICT, HUDSON COMMUNITY SCHOOL DISTRICT, AND OTHER TAXING DISTRICTS, BE PAID TO A SPECIAL FUND FOR PAYMENT OF PRINCIPAL AND INTEREST ON LOANS, MONIES ADVANCED TO AND INDEBTEDNESS, INCLUDING BONDS ISSUED OR TO BE ISSUED, INCURRED BY THE CITY IN CONNECTION WITH THE AMENDED CEDAR FALLS UNIFIED HIGHWAY 58 CORRIDOR URBAN RENEWAL AREA (**AMENDMENT NO. 4 TO THE CEDAR FALLS UNIFIED HIGHWAY 58 CORRIDOR URBAN RENEWAL PLAN**)

WHEREAS, the City Council of the City of Cedar Falls, State of Iowa, has heretofore, in Ordinance No. 1923, 2122, 2461, 2696 and 2785, provided for the division of taxes within the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area ("Area" or "Urban Renewal Area"), pursuant to Section 403.19 of the Code of Iowa; and

WHEREAS, taxable property now has been removed from the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area through the adoption of Amendment No. 4 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan; and

WHEREAS, indebtedness has been incurred by the City, and additional indebtedness is anticipated to be incurred in the future, to finance urban renewal project activities within the amended Cedar Falls Unified Highway 58 Corridor Urban Renewal Area, and the continuing needs of redevelopment within the amended Cedar Falls Unified Highway 58 Corridor Urban Renewal Area are such as to require the continued application of the incremental tax resources of the amended Cedar Falls Unified Highway 58 Corridor Urban Renewal Area; and

WHEREAS, the following enactment is necessary to accomplish the objectives described in the premises.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, STATE OF IOWA, THAT:

Item F.1.

Ordinance Number(s) 1923, 2122, 2461, 2696 and 2785 are hereby amended to read as follows:

Section 1. For purposes of this Ordinance, the following terms shall have the following meanings:

a) Industrial Park Urban Renewal Area means that portion of the City of Cedar Falls, State of Iowa, described in the Urban Renewal Plan for the Cedar Falls Industrial Park Urban Renewal Area approved by Resolution No. 8196 on the 12th day of November, 1990, which Area includes the lots and parcels located within the area legally described as follows:

Beginning at the intersection of the West right-of-way line of the proposed Relocated Highway #58 and the east-west centerline of Section 36 Township 89 North Range 14 West of the 5th Principal Meridian, Cedar Falls, Iowa. Thence Northerly along said West right-of-way line to the South line of Eldorado Heights 3rd Addition to said City of Cedar Falls; thence Westerly along said South line extended to the West line of Section 25 T89N R14W; thence Southerly to the East 1/4 corner of Section 26 T89N R14W; thence Southwesterly to the Southeast corner of Viking Hills 2nd Addition; thence South to the SW corner of the SE 1/4 of the SE 1/4 of Section 26 T89N R14W; thence Easterly on the South line of said section 26 to a point 630 feet West of the Southeast corner of said Section 26; thence Southerly parallel with the east line of Section 35 T89N R14W a distance of 700 feet; thence Easterly parallel with the North line of said Section 35 a distance of 310 feet; thence Southerly to a point 350 feet South and 310 feet West of the Southwest corner of the Industrial Park Plat; thence Easterly to the West line of Section 36; thence Southerly to the West 1/4 corner of said Section 36; thence Easterly to the point of beginning. Except, the creek running along the west boundary and all lands lying west of said creek.

b) Expanded Industrial Park Urban Renewal Area Amendment No. 1 (1995) means that portion of the City of Cedar Falls, State of Iowa, described in the Urban Renewal Plan for the Cedar Falls Expanded Industrial Park Urban Renewal Area Amendment No. 1 (1995) approved by Resolution No. 10,224 on the 13th day of November, 1995, which Area includes the lots and parcels located within the area legally described as follows:

All of Sections 35 and 36, Township 89 North, Range 14 West of the Fifth P.M. and that part of Sections 2 and 3, Township 88 North, Range 14 West of the Fifth P.M. lying North of U.S. Highway No. 20.

And also that part of the West 2 of Section 25, Township 89 North, Range 14 West of the Fifth P.M. lying West of Iowa Highway No. 58.

And also that part of the East 2 of the southeast 1/4 of Section 26, Township 89 North, Range 14 West of the Fifth P.M. described as beginning at the East 1/4 corner of said Section 26; thence Southwest to the Southeast corner of Viking Hills 2nd Addition; thence South to the Southwest corner of the Southeast 1/4 of

the Southeast 1/4 of said Section 26; thence East to the Southeast corner of said Section 26; thence North to the point of beginning.

Except that portion described as follows:

Beginning at the intersection of the West right-of-way line of the proposed Relocated Highway #58 and the east-west centerline of Section 36 Township 89 North Range 14 West of the 5th Principal Meridian, Cedar Falls, Iowa. Thence Northerly along said West right-of-way line to the South line of Eldorado Heights 3rd Addition to said City of Cedar Falls; thence Westerly along said South line extended to the West line of Section 25 T89N R14W; thence Southerly to the East 1/4 corner of Section 26 T89N R14W; thence Southwesterly to the Southeast corner of Viking Hills 2nd Addition; thence South to the SW corner of the SE 1/4 of the SE 1/4 of Section 26 T89N R14W; thence Easterly on the South line of said Section 26 to a point 630 feet West of the Southeast corner of said Section 26; thence Southerly parallel with the east line of Section 35 T89N R14W a distance of 700 feet; thence Easterly parallel with the North line of said Section 35 a distance of 310 feet; thence Southerly to a point 350 feet South and 310 feet West of the Southwest corner of the Industrial Park Plat; thence Easterly to the West line of Section 36; thence Southerly to the West 1/4 corner of said Section 36; thence Easterly to the point of beginning. Except, the creek running along the west boundary and all lands lying west of said creek.

c) Industrial Park Urban Renewal Area Amendment No. 2 (2003) means that portion of the City of Cedar Falls, State of Iowa, described in the Urban Renewal Plan for the Cedar Falls Industrial Park Urban Renewal Area Amendment No. 2 (2003) approved by Resolution No. 13862 on the 17th day of November, 2003, which Area includes the lots and parcels located within the area legally described as follows:

The Northeast Quarter (NE1/4) and the North One-half (N1/2) of the North One-half (N1/2) of the Southeast Quarter (SE1/4) of Section Thirty-four (34), Township Eighty-nine (89) North, Range Fourteen (14) West of the 5th P.M., Black Hawk County, Iowa, except the following described parcels:

Parcel 1: The East Eight Hundred Forty-three (843) feet of the West One Thousand Eighty-three (1,083) feet of the North Five Hundred Fifty (550) feet of the Northeast Quarter (NE1/4) of Section Thirty-four (34), Township Eighty-nine (89) North, Range Fourteen (14) West of the 5th P.M., Black Hawk County, Iowa;

Parcel 2: The West Two Hundred Forty (240) feet of the North Five Hundred Fifty (550) feet of the Northeast Quarter (NE1/4) of Section Thirty-four (34), Township Eighty-nine (89) North, Range Fourteen (14) West of the 5th P.M. Black Hawk County, Iowa; and

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Parcel 3: Commencing at the Northeast corner of the said Section 34; thence South 00 degrees 39 minutes 19 seconds East, on the East line of the Northeast Quarter of Section 34, 70.00 feet, to the point of beginning; thence continuing South 00 degrees 39 minutes 19 seconds East on the East line of the Northeast Quarter of said Section 34, 1,888.00 feet; thence South 89 degrees 19 minutes 13 seconds West, 85.00 feet; thence North 00 degrees 39 minutes 19 seconds West, 1,888.00 feet, to the present South right-of-way line of Viking Road; thence North 89 degrees 19 minutes 13 seconds East, on the present South right-of-way line of Viking Road, 85.00 feet, to the point of beginning. The East line of the Northeast Quarter of said Section 34 is assumed to bear South 00 degrees 39 minutes 19 seconds East for the purpose of this description, and

A parcel of land located in the Northeast 1/4 of the Northeast 1/4 and the Southeast 1/4 of the Northeast 1/4 of Section 34, Township 89 North, Range 14 West of the Fifth Principal Meridian, Black Hawk County, Iowa, more particularly described as follows:

Commencing at the Northeast corner of said Section 34; thence South 00°39'19" East on the East line of the Northeast 1/4 of said Section 34 a distance of 70.00 feet to the point of beginning of the parcel herein described; thence continuing South 00°39'19" East on the East line of the Northeast 1/4 of said Section 34 a distance of 1,888.00 feet; thence South 89°19'13" West a distance of 85.00 feet; thence North 00°39'19" West a distance of 1,888.00 feet to the present South right-of-way line of Viking Road; thence North 89°19'13" East on the present South right-of-way line of Viking Road a distance of 85.00 feet to the point of beginning; containing 3.68 acres.

Basis of Bearings: The East line of the Northeast 1/4 of said Section 34 is assumed to bear South 00°39'19" East for the purpose of this description.

A parcel of land located in the Northeast 1/4 of the Northeast 1/4 of Section 34, Township 89 North, Range 14 West of the Fifth Principal Meridian, Black Hawk County, Iowa, more particularly described as follows:

Beginning at the Northeast corner of said Section 34; thence South 00°39'19" East on the East line of the Northeast 1/4 of said Section 34 a distance of 70.00 feet; thence South 89°19'13" West a distance of 85.00 feet; thence North 80°54'49" West a distance of 218.13 feet to the present South right-of-way line of Viking Road; thence North 00°40'47" West a distance of 33.00 feet to the North line of the Northeast 1/4 of said Section 34; thence North 89°19'13" East on the North line of the Northeast 1/4 of said Section 34 a distance of 300.00 feet to the point of beginning; containing 0.39 acre, of which 0.23 acre is within existing road right-of-way.

Basis of Bearings: The East line of the Northeast 1/4 of said Section 34 is assumed to bear South 00°39'19" East for the purpose of this description.

d) Northern Cedar Falls Industrial Park Urban Renewal Area (2009) means that portion of the City of Cedar Falls, State of Iowa, described in the Urban Renewal Plan for the Northern Cedar Falls Industrial Park Urban Renewal Area (2009) approved by Resolution No. 16,631 on the 28th day of September, 2009, which Area includes the lots and parcels located within the area legally described as follows:

That part of Section 6 and Section 7, Township 89 North, Range 13 West and that part of Section 31, Township 90 North, Range 13 West of the Fifth P.M. in the City of Cedar Falls, Black Hawk County, Iowa described as beginning at the Northeast corner of the Southeast Quarter of said Section 31; thence Southerly along the East line of said Southeast Quarter to the Southeast corner of said Southeast Quarter; thence continue Southerly along the East line of said Section 6 to the Southeast corner of said Section 6; thence continue Southerly along the East line of said Section 7 to the South Right-of-way line of Lincoln Street; thence Westerly along said South Right-of-way line to the Easterly Right-of-way line of U.S. Highway 218; thence Northerly along said Easterly Right-of-way line to the Easterly Right-of-way line of U.S. Highway 218; thence Northerly along said Easterly Right-of-way line to the North line of the Southeast Quarter of said Section 31; Thence Easterly along said North line to the point of beginning.

e) Amendment No. 1 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area means that portion of the City of Cedar Falls, State of Iowa, described in Amendment No. 1 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan approved by Resolution No. 18,377 on the 10th day of December, 2012, which Amendment No. 1 Area includes the lots and parcels located within the area legally described as follows:

South of the present North Right-of-way line U.S. Highway 20, described as follows:

All that part of the Northwest fractional 1/4 and the Northeast fractional 1/4 of Section 3, Township 88 North, Range 14 West of the 5th Principal Meridian lying South of the present North Right-of-way line of US Highway 20 and all that part of the Northwest fractional 1/4 and the Northeast fractional 1/4 of Section 2, Township 88 North, Range 14 West of the 5th Principal Meridian lying south of the present North Right-of-way line of US Highway 20, all in the City of Cedar Falls, County of Black Hawk, State of Iowa.

And also,

North of the centerline of Viking Road, described as follows:

A parcel of land situated in part of the Southeast 1/4 of Section 25, Township 89 North, Range 14 West of the 5th Principal Meridian, City of Cedar Falls, County of Black Hawk, State of Iowa, described as follows:

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Beginning at the Southeast corner of said Section 25; Thence Northerly on the East line of said Section 25, to the present North Right-of-way line of East Viking Road; Thence Westerly on the present North Right-of-way line of East Viking Road to the East line of GENCOM Addition, an official plat in the City of Cedar Falls, Iowa; Thence Southerly on said East line and the Southerly prolongation of said East line to the South line of said Section 25; Thence Easterly on said South line to the point of beginning.

And also,

North of the centerline of Viking Road, described as follows:

A parcel of land situated in part of the Southwest 1/4 of the Southeast 1/4 of Section 26, Township 89 North, Range 14 West of the 5th Principal Meridian, City of Cedar Falls, County of Black Hawk, State of Iowa, described as follows:

Beginning at the Southeast corner of the Southwest 1/4 of the Southeast 1/4 of said Section 26; Thence Northerly on the East line of the Southwest 1/4 of the Southeast 1/4 of said Section 26 to the present North Right-of-way line of West Viking Road; Thence Westerly on the present North Right-of-way line of West Viking Road to the present East Right-of-way line of Hudson Road; Thence South on a line that is normal to the South line of said Section 26, Township 89 North, Range 14 West of the 5th P.M., to the South line of said Section 26; Thence Easterly on said South line to the point of Beginning.

And also,

Northeast 1/4 of Section 26, Township 89 North, Range 14 West of the 5th P.M., described as follows:

A parcel of land situated in part of the Northeast 1/4 of Section 26, Township 89 North, Range 14 West of the 5th P.M., City of Cedar Falls, County of Black Hawk, State of Iowa, described as follows:

Beginning at the Southeast Corner of the Northeast 1/4 of said Section 26, Thence Westerly on the South line of the Northeast 1/4 of said Section 26, a distance of 270.00 feet; Thence northerly to the Southeast corner of Greenhill Village Fourth Addition, an official plat in the City of Cedar Falls, Iowa; Thence Northeasterly on the Easterly line of said Greenhill Village Fourth Addition to the Southeasterly corner of Greenhill Village Sixth Addition, an official plat in the City of Cedar Falls, Iowa; Thence Northeasterly on the Easterly line of said Greenhill Village Sixth Addition to the East line of the Northeast 1/4 of said Section 26; Thence Southerly on said East line to the point of beginning.

And also,

From Viking Road to the North line of Sections 25 Township 89 North, Range 14 West of the 5th P.M. (Greenhill Road), described as follows:

A parcel of land situated in part of Section 25, Township 89 North, Range 14 West of the 5th Principal Meridian, City of Cedar Falls, County of Black Hawk, State of Iowa, described as follows:

Commencing at the Southeast corner of said Section 25; Thence westerly on the South line of said Section 25, a distance of 1878.5 feet to the point of beginning of the parcel of land herein described; Thence Northerly on a line that is normal to the South line of said Section 25, to the present North Right-of-way line of East Viking Road; Thence Westerly on the present North Right-of-way line of East Viking Road to the Southwest corner of Blain's Corner, an official plat in the City of Cedar Falls, Iowa (the Southwest of Blain's Corner is on the present North Right-of-way line of East Viking Road); Thence Northerly and Northwesterly and Northerly on the West line of said Blain's Corner to the Northwest corner of said Blain's Corner; Thence Westerly on the Westerly prolongation of the North line of said Blain's Corner and the North line of Cedar Falls Industrial Park Phase III, an official plat in the City of Cedar Falls, Iowa, to the present Easterly Right-of-way line of Iowa Highway 58; Thence Northwesterly and Northerly and Northeasterly on the present Easterly Right-of-way line of Iowa Highway 58, to the present South Right-of-way line of Greenhill Road; Thence Easterly on the present South Right-of-way line of Greenhill Road to the Northwesterly Right-of-way line of the former Chicago, Great Western Railway Company property; Thence Northeasterly on said Northwesterly Right-of-way line to the North line of the Northwest 1/4 of said Section 25, Township 89 North, Range 14 West of the 5th P.M.; Thence Westerly on said North line to the present Westerly Right-of-way line of Iowa Highway 58; Thence Southerly and Southeasterly and Southerly on the present Westerly Right-of-way line of Iowa Highway 58 to the South line of said Section 25; thence Easterly on the South line of said Section 25 to the point of beginning.

And also,

From the North line of Section 25, Township 89 North, Range 14 West of the 5th P.M. (Greenhill Road) to the North line of Section 24, Township 89 North, Range 14 West of the 5th P.M. (University Avenue), described as follows:

Beginning at the intersection of the Northwesterly Right-of-way line of the former Chicago, Great Western Railway Company property and the North line of the Northwest 1/4 of Section 25, Township 89 North, Range 14 West of the 5th P.M.; Thence Westerly on said North line to the Northeast corner of Section 26, Township 89 North, Range 14 West of the 5th P.M.; Thence Westerly on the North line of the Northeast 1/4 of said Section 26 to the Southerly prolongation of the West line of the East 40 acres of the East 1/2 of the Southeast 1/4 of Section 23, Township 89 North, Range 14 West of the 5th P.M.; Thence Northerly on said

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West line to the present North Right-of-way line of Greenhill Road; Thence Easterly on the present North Right-of-way line of Greenhill Road to the present Westerly Right-of-way line of Iowa Highway 58; Thence Northeasterly on the present Westerly Right-of-way line of Iowa Highway 58 to the North line of the Northeast 1/4 of Section 24, Township 89 North, Range 14 West of the 5th P.M.; Thence Easterly on said North line to the present Easterly Right-of-way line of Iowa Highway 58; Thence Southwesterly on the present Easterly Right-of-way line of Iowa Highway 58 to the present North Right-of-way line of Greenhill Road; Thence Easterly on the present North Right-of-way line of Greenhill Road to the Northwesterly Right-of-way line of the former Chicago, Great Western Railway Company property; Thence Southwesterly on the Northwesterly Right-of-way line of the former Chicago, Great Western Railway Company property to the point of beginning; all in the City of Cedar Falls, County of Black Hawk, State of Iowa.

And also,

From the North line of Section 24, Township 89 North, Range 14 West of the 5th P.M. (University Avenue) to the Southwesterly Right-of-way line of the Iowa Northern Railway, described as follows:

Beginning at the intersection of the North line of the Northeast 1/4 of Section 24, Township 89 North, Range 14 West of the 5th P.M. and the Southerly prolongation of a line that is 100.00 feet West of and parallel with the West line of Lot 45 in Fairvalley Addition, an official plat in the City of Cedar Falls, Iowa; Thence Northerly on the Southerly prolongation of said parallel line and said parallel line to the present North Right-of-way line of University Avenue; Thence Easterly on the North Right-of-way line of University Avenue to the present Westerly Right-of-way line of Iowa Highway 58; Thence Northerly on the Westerly Right-of-way line of Iowa Highway 58 to the present South Right-of-way line of East Seerley Boulevard; Thence Westerly on the present South Right-of-way line of East Seerley Boulevard to the Northerly prolongation of the West line of Lot 46 in said Fairvalley Addition; Thence Northerly on the Northerly prolongation of the West line of Lot 46 in said Fairvalley Addition to the present North Right-of-way line of East Seerley Boulevard; Thence Westerly on the present North Right-of-way line of east Seerley Boulevard to the present East Right-of-way line of Main Street; Thence Northerly on the present East Right-of-way line of Main Street to the present South Right-of-way line of East 22nd Street; Thence Easterly on the present South Right-of-way line of East 22nd Street and its Easterly prolongation to the present Westerly Right-of-way line of Iowa Highway 58; Thence Northerly on the present Westerly Right-of-way line of Iowa Highway 58 to the East line of Taylor 2nd Addition, an official plat in the City of Cedar Falls, Iowa; Thence Northerly on said East line to the South line of Block 16 in said Taylor 2nd Addition; Thence Westerly on said South line to the East line of the West 1/2 of said Block 16; Thence Northerly on said East line to the present South Right-of-way line of East 17th Street; Thence Westerly on the

present South Right-of-way line of East 17th Street to the present East Right-of-way line of State Street; Thence Northerly on the present East Right-of-way line of State Street to the present South Right-of-way line of East 15th Street; Thence Easterly on the present South Right-of-way line of East 15th Street to the present East Right-of-way line of Bluff Street; Thence Northerly on the present East Right-of-way line of Bluff Street to the present South Right-of-way line of East 14th Court; Thence Easterly on the present South Right-of-way line of East 14th Court to the West line of Behrens' Addition, an official plat in the City of Cedar Falls, Iowa; Thence Southerly on said West line to the South line of said Behrens' Addition; Thence Easterly on the South line of said Behrens' Addition, 34.50 feet to the Southwesterly corner of the parcel of land described in City Lot Deed Book 619, Page 476 and recorded in the Black Hawk County Recorder's Office; Thence Northeasterly on the Northwesterly line of the parcel of land described in City Lot Deed Book 619, Page 476 and recorded in the Black Hawk County Recorder's Office and its Northeasterly prolongation to the present Northeasterly Right-of-way line of Waterloo Road; Thence Northwesterly on the present Northeasterly Right-of-way line of Waterloo Road to the present Southeasterly Right-of-way line of Utility Parkway; Thence Northeasterly on the present Southeasterly Right-of-way line of Utility Parkway to the point of intersection of the present Southeasterly Right-of-way line of Utility Parkway and the Southerly prolongation of the West line of Lot 6 of Block 6 in T. Mullarky's Addition (part vacated), an official plat in the City of Cedar Falls, Iowa; Thence Northerly on the Southerly prolongation of the West line of said Lot 6 to the Southwesterly corner of said Lot 6; Thence Easterly on the South line of said Lot 6 to the Easterly Right-of-way line of the Wisconsin Iowa and Nebraska Railroad Company (later the Chicago, Great Western Railway Company now the Northwestern Transportation Company); Thence Northerly on the Easterly Right-of-way line of the former Wisconsin Iowa and Nebraska Railroad Company (later the Chicago, Great Western Railway Company now the former Northwestern Transportation Company) to the present South Right-of-way line of East 9th Street; Thence Easterly on the present South Right-of-way line of East 9th Street to the present Southwesterly Right-of-way line of the Iowa Northern Railway Company's property; Thence Southeasterly on the present Southwesterly Right-of-way line of the Iowa Northern Railway Company's property to the present Southeasterly Right-of-way line of Iowa Highway 58; Thence Southwesterly on the present Southeasterly Right-of-way line of Iowa Highway 58 to the present North Right-of-way line of Grand Boulevard; Thence Westerly on the present North Right-of-way line of Grand Boulevard to the Northerly prolongation of the present West Right-of-way line of East Street; Thence Southerly on the Northerly prolongation of the present West Right-of-way line of East Street and the West Right-of-way line of East Street to the Southeasterly Right-of-way line of Iowa Highway 58; Thence Southwesterly on the present Southeasterly Right-of-way line of Iowa Highway 58 to the present Northeasterly Right-of-way line of Waterloo Road; Thence continuing Southwesterly on the present Southeasterly Right-of-way line of Iowa Highway 58 to the North line of Lot 534 in Pacific Addition, an official plat in the City of Cedar Falls, Iowa; Thence Westerly on said North line to a

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point that is 85.00 feet Easterly of the Northwest corner of said Lot 534; Thence Southerly to a point that is on the North line of Lot 2 in Block 2 of Bixby's Subdivision, an official plat in the City of Cedar Falls, Iowa, and 85.53 feet (85.00 feet record) Easterly of the Northwest corner of said Lot 2; Thence Easterly on the North line of Lots 2 and 1 in said Block 2 of Bixby's Subdivision to the present Southwesterly Right-of-way line of Waterloo Road; Thence Southeasterly on the present Southwesterly Right-of-way line of Waterloo Road to the present West Right-of-way line of East Street; Thence Southerly on the present West Right-of-way line of East Street to the present Northerly Right-of-way line of 18th Street; Thence continuing Southerly on the present West Right-of-way line of East Street to the present South Right-of-way line of East 19th Street; Thence Westerly on the present South Right-of-way line of East 19th Street to a line that is 12.50 feet West of and parallel with the East line of Lots 550, 551, 552 and 553 of said Pacific Addition; Thence Southerly on said parallel line to the South line of the North 58.00 feet of Lot 551 of said Pacific Addition; Thence Westerly on said South line to the East line of Lot 526 of said Pacific Addition; Thence Southerly on the East line of Lots 526 and 525 to the South line of said Pacific Addition, also being the North line of the Southeast 1/4 of Section 13, Township 89 North, Range 14 West of the 5th P.M.; Thence Westerly on the South line of said Pacific Addition and the North line of Southeast 1/4 of said Section 13 and the North line of Galloway Addition, an official plat in the City of Cedar Falls, Iowa, to the present Easterly Right-of-way line of Iowa Highway 58; Thence Southerly on the Easterly Right-of-way line of Iowa Highway 58 to the Westerly line of Lot 4 of said Fairvalley Addition; Thence continuing Southerly on the present Easterly Right-of-way line of Iowa Highway 58, also being the Westerly line of Lot 4 of said Fairvalley Addition, to the present North Right-of-way line of Seerley Boulevard; Thence Southerly to the Northeast corner of Lot 41 of said Fairvalley Addition, being on the present South Right-of-way line of Seerley Boulevard; Thence Westerly, 44.45 feet on the present South Right-of-way line of Seerley Boulevard, also being the North line of Lot 41 of said Fairvalley Addition to the present Easterly Right-of-way line of Iowa Highway 58; Thence Southerly on the present Easterly Right-of-way line of Iowa Highway 58 to the North line of the Northeast 1/4 of Section 24, Township 89 North, Range 14 West of the 5th P.M; Thence Westerly on said North line to the point of beginning; all in the City of Cedar Falls, County of Black Hawk, State of Iowa.

And also,

From the Iowa Northern Railway in Section 18, Township 89 North, Range 13 West of the 5th P.M. to Lincoln Street, described as follows:

Beginning at the intersection of the present Southwesterly Right-of-way line of the Iowa Northern Railway Company's property in the Northwest 1/4 of Section 18, Township 89 North, Range 13 West of the 5th P.M. and the present Northwesterly Right-of-way line of Iowa Highway 58; Thence Northeasterly and Northwesterly and Northeasterly on the present Northwesterly Right-of-way line

of Iowa Highway 58 and the present Northwesterly Right-of-way line of U.S. Highway 218 to the present North Right-of-way line of Lincoln Street; Thence Easterly on the present North Right-of-way line of Lincoln Street to the Easterly Right-of-way line of U.S. Highway 218; Thence South on the present Right-of-way line of U.S. Highway 218 to the present South Right-of-way line of Lincoln Street, also being the Northwest corner of Maplewood Addition, an official plat in the City of Cedar Falls, Iowa; Thence Southerly on the West line of said Maplewood Addition and its Southerly prolongation to the South line of the Northwest 1/4 of the Northeast 1/4 of Section 7, Township 89 North, Range 13 West; Thence Easterly on said South line to the present Easterly Right-of-way line of U.S. Highway 218; Thence Southeasterly on the present Easterly Right-of-way line of U.S. Highway 218 to the present Easterly city limits of the City of Cedar Falls, Iowa; Thence Southerly on the present Easterly city limits of the City of Cedar Falls, Iowa, to the present South Right-of-way line of U.S. Highway 218; Thence Southwesterly on present South Right-of-way line of U.S. Highway 218 and the present Southeasterly Right-of-way line of Iowa Highway 58, also being the present Easterly city limits of the City of Cedar Falls, Iowa, to the center of the Cedar River; Thence Southwesterly on the present Southeasterly Right-of-way line of Iowa Highway 58 to the present Southwesterly Right-of-way line of the Iowa Northern Railway Company's property in the Northwest 1/4 of Section 18, Township 89 North, Range 13 West of the 5th P.M. Thence Northwesterly on the present Southwesterly Right-of-way line of the Iowa Northern Railway Company's property in the Northwest 1/4 of Section 18, Township 89 North, Range 13 West of the 5th P.M. to the point of beginning, all in the City of Cedar Falls, County of Black Hawk, State of Iowa.

f) Amendment No. 2 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area did not add or remove land.

g) Amendment No. 3 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area did not add or remove land.

h) Amendment No. 4 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area means that portion of the City of Cedar Falls, State of Iowa, described in Amendment No. 4 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan approved by Resolution No. 21,079 on the 7th day of May, 2018, which Amendment No. 4 Area removes the lots and parcels located within the area legally described as follows:

That part of Section 35, Township 89 North, Range 14 West of the 5th Principal Meridian, described as follows:

Commencing at the Northwest corner of said Section 35;
thence along the West line of said Section 35 South to the Southerly right of way line of Viking Road, being the Point of Beginning;

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thence along said Southerly right of way to the Northwest corner of Parcel D described in Plat of Survey recorded in File 2018-00009903 in the Office of the Black Hawk County Recorder;

thence along the Westerly line of said Parcel D South to the South line of the North 700 feet of said Section 35;

thence along said Westerly line of said Parcel D and along said South line of the North 700 feet East to the West line of the East 320 feet of the Northwest Quarter of the Northwest Quarter of said Section 35;

thence along the Westerly line of said Parcel D and along said West line of the East 320 feet of the Northwest Quarter of the Northwest Quarter South to the Northwest corner of Cedar Falls Industrial Park Phase 9;

thence along the West line of said Cedar Falls Industrial Park Phase 9 South to the Northwest corner of Cedar Falls Industrial Park Phase 13;

thence along the West line of said Cedar Falls Industrial Park Phase 13 South to the Northwest corner of Lot 4 in Cedar Falls Technology Park Phase 1;

thence along the West line of said Lot 4 South to the Northerly right of way line of Technology Parkway;

thence along said Northerly right of way line Westerly to the West line of said Section 35;

thence along said West line North to the Point of Beginning;

and also,

That part of Section 36, Township 89 North, Range 14 West of the 5th Principal Meridian and that part of Section 2, Township 88 North, Range 14 West of the 5th Principal Meridian, described as follows:

Commencing at the Northeast corner of said Section 36;

thence along the East line of said Section 36 South to the Northerly right of way line of Viking Road, being the Point of Beginning;

thence along the East line of said Section 36 South to the Southeast corner of said Section 36;

thence along the South line of said Section 36 West to the Northeast corner of said Section 2;

thence along the East line of said Section 2 South to the Northerly right of way line of U.S. Highway 20;

thence along said Northerly right of way line Westerly to the Easterly right of way line of Iowa Highway 58;

thence along said Easterly right of way line Northerly to the Southerly right of way line of Ridgeway Avenue;

thence Northerly to the Southwest corner of Parcel No. 1 as described in Land Deed Book 563 Page 674 in the Office of the Black Hawk County Recorder, point being on the Southerly right of way line of Ridgeway Avenue;

thence along the Westerly line of said Parcel No. 1 Northerly to the Southeast corner of Parcel No. 3 as described in in Land Deed Book 559 Page 446 in the Office of the Black Hawk County Recorder;

thence along the Easterly line of said Parcel No. 3 Northerly to the Southeasterly corner of Tract B as described in Land Deed Book 558 Page 715 in the Office of the Black Hawk County Recorder;

thence along the Easterly line of said Parcel B Northerly to the South line of Tract A as described in said Land Deed Book 558 Page 715;

thence along said South line East to the Southeast corner of said Tract A;

thence along the East line of said Tract A North to the Southeast corner of a parcel of land described in Land Deed Book 559 Page 532 in the Office of the Black Hawk County Recorder;

thence along the Easterly line of said parcel of land described in Land Deed Book 559 Page 532 Northerly to the Southwest corner of East Viking Plaza Addition;

thence along the Westerly line of said East Viking Plaza Addition Northerly to the Southwesterly corner of Tract B in said East Viking Plaza Addition;

thence along the Southeasterly line of said Tract B Northeasterly to the Northeasterly corner of said Tract B, being on the Southerly right of way line of Viking Road;

thence along said Southerly right of way line Easterly to the Point of Beginning;

and also,

South of the present North right-of-way line U.S. Highway 20, described as follows:

All that part of the Northwest fractional $\frac{1}{4}$ and the Northeast fractional $\frac{1}{4}$ of Section 3, Township 88 North, Range 14 West of the 5th Principal Meridian lying South of the present North Right-of-way line of US Highway 20 and all that part of the Northwest fractional $\frac{1}{4}$ and the Northeast fractional $\frac{1}{4}$ of Section 2, Township 88 North, Range 14 West of the 5th Principal Meridian lying south of the present North Right-of-way line of US Highway 20, all in the City of Cedar Falls, County of Black Hawk, State of Iowa;

And also,

That part of Section Nos. 35 and 36, lying in Township 89 North, Range 14 West of the 5th Principal Meridian and that part of Section No. 2 and 3, Township 88 North, Range 14 West of the 5th Principal Meridian, described as follows:

Commencing at the Northwest corner of said Section 35;

thence along the West line of said Section 35 South to the Northerly right of way line of Technology Parkway, being the Point of Beginning;

thence along said Northerly right of way line Easterly to the Northerly extension of the Westerly line of Lot 20 in Cedar Falls Technology Park Phase 2;

thence along said extension Southwesterly to the Northwesterly corner of said Lot 20;

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thence along the Westerly line of said Lot 20 Southwesterly to the South line of said Cedar Falls Technology Park Phase 2;

thence along the South line of said Cedar Falls Technology Park Phase 2 East to the Southeasterly corner of Lot 19 in said Cedar Falls Technology Park Phase 2;

thence along the Easterly line of said Lot 19 Northwesterly to Southerly right of way line of said Technology Parkway;

thence along said Southerly right of way line Easterly to the Easterly right of way line of Waterway Avenue;

thence along said Easterly right of way line Southeasterly to the South line of said Cedar Falls Technology Park Phase 2;

thence along said South line East to the Northwest corner of Tract B in Ridgeway Park Addition, point also being the Northwest right of way corner of Commerce Drive;

thence along the Northerly right of way line of said Commerce Drive East to the Northerly extension of the East line of said Ridgeway Park Addition;

thence along said Northerly extension South to the Northeast corner of said Ridgeway Park Addition;

thence along the East line of said Ridgeway Park Addition South to the Northerly right of way line of Ridgeway Avenue;

thence along said Northerly right of way line Easterly to the Easterly right of way line of Iowa Highway 58;

thence along said Easterly right of way line Southerly to the Northerly right of way line of U.S. Highway 20;

thence along said Northerly right of way line Westerly to the West line of said Section 3;

thence along said West line North to the Northwest corner of said Section 3;

thence along the North line of said Section 3 East to the Southwest corner of said Section 35;

thence along the West line of said Section 35 to the Point of Beginning.

i) Amended Area means that portion of the City of Cedar Falls, State of Iowa, included within the Industrial Park Urban Renewal Area, the Expanded Industrial Park Urban Renewal Area Amendment No. 1 (1995), the Industrial Park Urban Renewal Area Amendment No. 2 (2003), the Northern Cedar Falls Industrial Park Urban Renewal Area (2009), and the Amendment No. 1 to Cedar Falls Unified Highway 58 Corridor Urban Renewal Area, except the portions removed by Amendment No. 4 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area, which Amended Area includes the lots and parcels located within the area legally described in Subsections (a)-(h).

Section 2. The taxes levied on the taxable property in the Amended Area, legally described in Section 1 hereof, by and for the benefit of the State of Iowa, County of Black Hawk, Iowa, Cedar Falls Community School District, Hudson Community School District, and all other taxing districts from and after the effective date of this Ordinance shall be divided as hereinafter in this Ordinance provided.

Section 3. As to the Industrial Park Urban Renewal Area, that portion of the taxes which would be produced by the rate at which the tax is levied each year by or for each of the taxing districts taxing property in such Area upon the total sum of the assessed value of the taxable property in such Area as shown on the assessment roll as of January 1, 1989, being January 1 of the calendar year preceding the effective date of Ordinance No. 1923, shall be allocated to and when collected be paid into the fund for the respective taxing district as taxes by or for the taxing district into which all other property taxes are paid. The taxes so determined shall be referred herein as the "base period taxes" for such area.

As to Expanded Industrial Park Urban Renewal Area (1995) Amendment No. 1 Area, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 1994, being the first day of the calendar year preceding the effective date of Ordinance No. 2122, minus the total assessed value shown on the assessment roll as of January 1, 1994 for the taxable property removed from the area by Amendment No. 4 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area.

As to Cedar Falls Industrial Park Urban Renewal Area (2003) Amendment No. 2 Area, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2002, being the assessment roll applicable to property in such area as of January 1 of the calendar year preceding the effective date of Ordinance No. 2461.

As to the Northern Cedar Falls Industrial Park Urban Renewal Area (2009), that portion of the taxes which would be produced by the rate at which the tax is levied each year by or for each of the taxing districts upon the total sum of the assessed value of the taxable property in such Area, as shown on the assessment roll as of January 1, 2009, such date being January 1 of the calendar year preceding the first calendar year in which the City of Cedar Falls, State of Iowa, certified to the Auditor of Black Hawk County, Iowa the amount of loans, advances, indebtedness, or bonds payable from the division of property tax revenue for such Area.

As to Amendment No. 1 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area, base period taxes shall be computed using the total assessed value shown on the assessment roll as of January 1, 2012, being the assessed value applied to property in such area as of January 1 of the calendar year preceding the effective date of Ordinance No. 2785.

Section 4. That portion of the taxes each year in excess of the base period taxes for the Amended Area, determined for each sub-area thereof as provided in Section 3 of this Ordinance, shall be allocated to and when collected be paid into the special tax increment fund previously established by the City of Cedar Falls, State of Iowa, to pay the principal of and interest on loans, monies advanced to, or indebtedness, whether funded, refunded, assumed or otherwise, including bonds issued under authority of Section 403.9 or Section 403.12 of the Code of Iowa, incurred by the City of Cedar Falls, State of Iowa, to finance or refinance, in whole or in part, urban renewal projects undertaken within the Amended Area pursuant to the Urban Renewal Plan, as amended, except that (i) taxes for the regular and voter-approved physical plant and equipment levy of a school district imposed pursuant to Iowa Code Section 298.2 and taxes for the instructional support program of a school district imposed pursuant to Iowa Code Section 257.19 (but in each case only to the extent required under Iowa Code Section 403.19(2)); (ii) taxes for the payment of bonds and interest of each taxing district; (iii) taxes imposed under

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Iowa Code Section 346.27(22) related to joint county-city buildings; and (iv) any other exceptions under Iowa Code Section 403.19 shall be collected against all taxable property within the Amended Area without any limitation as hereinabove provided.

Section 5. Unless or until the total assessed valuation of the taxable property in the areas of the Amended Area exceeds the total assessed value of the taxable property in the areas shown by the assessment rolls referred to in Section 3 of this Ordinance, all of the taxes levied and collected upon the taxable property in the Amended Area shall be paid into the funds for the respective taxing districts as taxes by or for the taxing districts in the same manner as all other property taxes.

Section 6. At such time as the loans, monies advanced, bonds and interest thereon and indebtedness of the City of Cedar Falls, State of Iowa, referred to in Section 4 hereof have been paid, all monies thereafter received from taxes upon the taxable property in the Amended Area shall be paid into the funds for the respective taxing districts in the same manner as taxes on all other property.

Section 7. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed. The provisions of this Ordinance are intended and shall be construed so as to continue the division of taxes from property within the various subareas, under the provisions of Section 403.19 of the Code of Iowa, as authorized in Ordinance No. 1923, 2122, 2461, 2696 and 2785 as amended by this Ordinance. Notwithstanding any provisions in any prior Ordinances or other documents, the provisions of this Ordinance and all prior Ordinances relating to the Urban Renewal Area, as amended, shall be construed to continue the division of taxes from property within the Area to the maximum period of time allowed by Section 403.19 of the Code of Iowa. In the event that any provision of this Ordinance shall be determined to be contrary to law it shall not affect other provisions or application of this Ordinance which shall at all times be construed to fully invoke the provisions of Section 403.19 of the Code of Iowa with reference to the Amended Area and the territory contained therein.

Section 8. This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

PASSED AND APPROVED this _____ day of _____, 2018.

Mayor

ATTEST:

City Clerk

Read First Time: May 7, 2018

Read Second Time: May 21, 2018

Read Third Time: _____, 2018

PASSED AND APPROVED: _____, 2018.

I, _____, City Clerk of the City of Cedar Falls, State of Iowa, hereby certify that the above and foregoing is a true copy of Ordinance No. _____ passed and approved by the City Council of the City at a meeting held _____, 2018, signed by the Mayor on _____, 2018, and published in the Waterloo-Cedar Falls Courier on _____, 2018.

City Clerk, City of Cedar Falls, State of Iowa

(SEAL)

01465666-1\10283-159

ORDINANCE NO. 2924

AN ORDINANCE REPEALING DIVISION 1, GENERALLY, OF ARTICLE II, SEWERS AND SEWAGE DISPOSAL, OF CHAPTER 27, UTILITIES OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA AND ENACTING IN LIEU THEREOF A NEW DIVISION 1, GENERALLY, OF ARTICLE II, SEWERS AND SEWAGE DISPOSAL, PROVIDING FOR AN INCREASE IN SEWER RENTAL FEE RATES, AND OTHER MISCELLANEOUS CHANGES.

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

Sec. 1. Division 1, Generally, of Article II, Sewers and Sewage Disposal, of Chapter 27, Utilities, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety, and a new Division 1, Generally, of Article II, Sewers and Sewage Disposal, providing for an increase in sewer rental fee rates, and other miscellaneous changes, is enacted in lieu therefore, as follows:

DIVISION 1. - GENERALLY

Sec. 27-26. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Contributor means any person responsible for the production of domestic, commercial or industrial waste which is directly or indirectly discharged into the city's sanitary sewer system.

Sewage disposal plant means any and all units of the municipal disposal plant owned and operated by the city, including any and all intercepting and outlet sewers delivering or discharging sewage to or from the plant.

Sewer rental means any and all rates, charges, fees or rentals levied against and payable by contributors.

Water reclamation manager means the person delegated with the responsibility of the management and operation of the sewage disposal plant subject to such rules and regulations as the council may from time to time by resolution prescribe.

Cross reference— Definitions and rules of construction generally, § 1-2.

Sec. 27-27. - Water reclamation division.

The water reclamation division of the department of community development is hereby created. The water reclamation division shall be under the control of the water reclamation manager, who shall be appointed by and be directly responsible to the director of community development.

Sec. 27-28. - Supervision of sewage disposal plant.

The water reclamation manager shall have complete charge of the operation of the sewage disposal plant. The water reclamation manager shall employ and have direct charge of all employees of the sewage disposal plant.

Sec. 27-29. - Sewage rental fund.

All moneys received by the controller/city treasurer from any source on account of the sewage disposal plant shall be kept in a separate and distinct fund, to be known as the sewer rental fund, and shall be paid out by him/her only by legal checks of the city.

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Sec. 27-30. - Rental fees generally.

- (a) *Monthly rental fee: determination generally.* Subject to the exceptions hereinafter provided, each metered dwelling which uses city water, shall pay to the city a monthly sewer rental fee, the same to be determined by the amount of city water used, as follows: For up to and including the first 200 cubic feet of water used, hereinafter referred to as the "base rate," the monthly sewer rental fee shall be as shown in the column of the chart set forth below, entitled, "Base Rate," commencing on the date set forth in the corresponding row of the column entitled, "Date of Rate Change."

For water uses over 200 cubic feet, hereinafter referred to as the "incremental rate," the monthly sewer rental fee shall be as shown in the column of the chart set forth below, entitled, "Incremental Rate," commencing on the date set forth in the corresponding row of the column entitled, "Date of Rate Change."

CITY OF CEDAR FALLS SEWER RENTAL FEE SCHEDULE

Date of Rate Change	Base Rate	Incremental Rate
July 1, 2018	\$18.52 per 200 cubic feet of water used	\$3.32 per 100 cubic feet of water used
July 1, 2019	\$19.45 per 200 cubic feet of water used	\$3.49 per 100 cubic feet of water used
July 1, 2020	\$20.42 per 200 cubic feet of water used	\$3.66 per 100 cubic feet of water used
July 1, 2021	\$21.44 per 200 cubic feet of water used	\$3.84 per 100 cubic feet of water used

- (b) *Maximum fees for residential use.* Residential sewer rental fees during the months of May through November shall not exceed the average amount charged for usage during the previous January through March period.
- (c) *Reduction for low-income households.* Each payor of the monthly sewer rental fee who meets the low-income requirement, as set by the U.S. Government, contained in the Section 8 Housing Assistance Program of the city, may apply annually to the director of community development for, and be granted, a \$3.00 per month reduction in the monthly sewer rental fee for the first 200 cubic feet of water used.
- (d) *Users without city water service.* Each user of city sanitary sewer which does not have water provided and metered by the city utilities shall be charged a monthly sewer rental fee which is two times the base rate which is provided for in subparagraph (a) of this section. That user may, however, through certified metering of well water for residential use or provision of receipts from a recognized adjoining public water jurisdiction, provide to the director of community development documentation of actual water usage. If water usage can be verified, that user will be charged the monthly sewer rental fee as provided in subparagraphs (a) and (b), above.
- (e) *Mobile home parks.* Mobile home parks utilizing a central water metering system shall be charged the same monthly sewer rental fees for each dwelling unit connected to the public sewage disposal system as are provided for in subparagraph (a) of this section.
- (f) *Determination of multiple dwelling rental fees.* Multiple dwellings using a single water meter shall pay at the same rates listed in subparagraph (a) above, with the usage for each individual dwelling unit determined by dividing the amount of water metered by the number of dwelling units, regardless of occupancy of said units.

- (g) *Determination of commercial, industrial rental fees.* Commercial and industrial sewer rental fees shall be based on actual water usage, metered or unmetered, including water added to the sewage disposal system by the commercial or industrial users, at the same rates described in subparagraph (a) above. However, the director of community development may establish reduced sewer rental fees, to be reviewed on an annual basis, for commercial and industrial users which have unique discharges requiring very little actual treatment, such as the discharge of cooling water or boiler blowdown.
- (h) *Residential monthly fee for certain commercial, industrial users.* Commercial and industrial users that use higher volumes of water in the months May through November each year exclusively for purposes such as watering lawns, and can demonstrate to the director of community development that said water does not enter the sanitary sewer system may have their sewer bills adjusted such that sewer user fees billed for usage May through November each year will not exceed the average bills for usage in the months December through April each year.
- (i) *Industrial surcharge.* An industrial user, as defined in division 4, of article III, shall be surcharged at the rate of \$0.10 for each pound of both biochemical oxygen demand, as defined in said division 4 of article III, and total suspended solids for all discharges to the sanitary sewer system which exceed a concentration of 300 milligrams per liter.
- (j) *Inclusion of state sales tax.* State sales tax is computed and included in the rates included in this section.
- (k) *Billing adjustments.* Billing adjustments may be made for any residential, commercial or industrial users that can demonstrate to the director of community development that water used does not enter the sanitary sewer system.
- (l) *Payment.* All fees required to be paid by this section shall be paid at the same time the payment for city water service is made or on the first day of the month for those users of sewer service who do not use city water service. All required payments are to be made at the office of the municipal utilities.
- (m) *Sanitary sewer surcharge for discharge of storm water to city sanitary sewer system.* The owner of any property in the city who fails to comply with the provisions of section 7-264 or section 7-265 of this Code, relating to discharge of storm water or groundwater into the city sanitary sewer system, shall be assessed a surcharge fee, to be added to the property owner's city sewer bill, in the amount of \$100.00 per month, as provided in section 7-266 of this Code.

Sec. 27-31. - Failure to pay rental fees; authority to terminate service.

- (a) Where a consumer is a contributor of city water, or is a user of city sanitary sewer service who does not use city water service, the sewer rentals, rates or charges shall be subject to the following rules of delinquency and suspension of service:
 - (1) Whenever any of the rules and regulations of this article are violated, the sewer service shall be cut off and shall not be turned on again except by order of the council and water reclamation manager and upon payment of the expense of shutting it off and turning it on, and on such other terms as the council may determine upon and a satisfactory understanding with the account holder that no further complaint shall arise. Such sewer service shall not be discontinued unless prior written notice is sent to the account holder by ordinary mail, informing the account holder of the nature of the delinquency and affording the account holder the opportunity for a hearing prior to discontinuance of service. If the account holder is a tenant, and if the owner or landlord of the property has made a written request for notice, the notice shall also be given to the owner or landlord.
 - (2) In case of violation of this article, the council shall have the right to declare any payment made for the sewer service by the person committing such violation to be forfeited, and the service shall thereupon be forfeited.

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- (b) (1) In addition to the rules of delinquency and suspension of service mentioned in subsection (a) of this section, the city shall have a lien upon the property served by such sanitary utility for all delinquent rate or rental payments in accordance with I.C.A. § 384.84.
- (2) A lien shall not be placed upon a mobile home, modular home, or manufactured home served by any of the services described in this division if the mobile home, modular home, or manufactured home is owned by a tenant of and is located in a mobile home park or manufactured home community and the mobile home park or manufactured home community owner or manager is the account holder, unless the lease agreement specifies that the tenant is responsible for payment of a portion of the rates or charges billed to the account holder.
- (3) Notwithstanding subsection (b)(2), except for mobile home parks or manufactured home communities where the mobile home park or manufactured home community owner or manager is responsible for paying the rates or charges for services described in this division, a lien shall not be filed against the land if the premises receiving any of the services described in this division are located on leased land. If the premises are located on leased land, a lien may be filed against the premises only. For the purposes of this division, "premises" includes a mobile home, modular home, or manufactured home as defined in I.C.A. § 435.1.
- (4) Prior written notice of intent to certify a lien shall be given to the account holder of the delinquent account at least 30 days prior to certification. If the account holder is a tenant, and if the owner or landlord of the property has made a written request for notice, the notice shall also be given to the owner or landlord. The notice shall be sent to the appropriate persons by ordinary mail not less than 30 days prior to the certification of the lien to the county treasurer. After compliance with the foregoing provisions, the city clerk shall certify for taxation purposes and the establishing of the property lien to the county treasurer all delinquent rent, rate or rental payments, together with an administrative expense of \$5.00. The lien shall not be certified to the county treasurer for a delinquent charge of less than \$5.00. For the purpose of the certification and for no other purpose whatsoever, rent, rate or rental payments shall be designated as delinquent when the payments are shown and appear on the books carrying rent, rate or rental payments to have been unpaid for a period of six months following their due date.
- (c) Where the contributor is an operator of a private water supply, failure to pay rentals shall be subject to similar rules as to delinquency and suspension of service, property lien, certification of delinquency and definition of delinquency as set out in this section.

Secs. 27-32—27-50. - Reserved.

INTRODUCED: _____ May 7, 2018 _____

PASSED 1st CONSIDERATION: _____ May 7, 2018 _____

PASSED 2nd CONSIDERATION: _____ May 21, 2018 _____

PASSED 3rd CONSIDERATION: _____

ADOPTED: _____

James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

ORDINANCE NO. 2925

AN ORDINANCE REPEALING ARTICLE III, STORM WATER MANAGEMENT PROGRAM, OF CHAPTER 27, UTILITIES OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA AND ENACTING IN LIEU THEREOF A NEW ARTICLE III, STORM WATER MANAGEMENT PROGRAM, PROVIDING FOR AN INCREASE IN STORM WATER MANAGEMENT FEES, AND OTHER MISCELLANEOUS CHANGES.

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

Article III, Storm Water Management Program, of Chapter 27, Utilities of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety, and a new Article III, Storm Water Management Program, providing for an increase in storm water management fees, and other miscellaneous changes, is enacted in lieu therefore, as follows:

ARTICLE III. - STORM WATER MANAGEMENT PROGRAM

Sec. 27-113. - Acronyms.

The following acronyms when used in this chapter shall have the following designated meaning:

BMP	Best Management Practice
CFR	Code of Federal Regulations
CWA	Clean Water Act
FEMA	Federal Emergency Management Agency
HHW	Household Hazardous Waste
IDNR	Iowa Department of Natural Resources
IDOT	Iowa Department of Transportation
MS4	Municipal Separate Storm Sewer System
NOI	Notice of Intent
NOT	Notice of Termination
NOV	Notice of Violation
NPDES	National Pollutant Discharge Elimination System
NPS	Non-Point Source

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NRCS	National Resource Conservation Service
RCRA	Resource Conservation Recovery Act of 1976
SMCRA	Surface Mining Control and Reclamation Act of 1977
SWPPP	Storm Water Pollution Prevention Plan
TMDL	Total Maximum Daily Load
USDA	United States Department of Agriculture
US EPA	United States Environmental Protection Agency
USGS	United States Geodetic Survey

Sec. 27-114. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Adverse impacts: Any negative impact on plant, soil, air or water resources affecting their beneficial uses including recreation, aesthetics, aquatic habitat, quality, and quantity.

Allowable non-storm water discharges: Discharge from fire fighting activities that are necessary due to an immediate danger to life or property; fire hydrant flushing; potable water sources; water line flushing; uncontaminated groundwater; uncontaminated pumped ground water; crawl space pump water; natural springs; natural riparian habitat or wetland flows; irrigation water (except for wastewater irrigation); air conditioning condensation; exterior building wash water when no detergents or other surfactants are used; pavement wash waters where spills or leaks of toxic or hazardous materials have not occurred and when no detergents or other surfactants are used (unless all spilled material has been removed); diverted stream flows; storm sewer system cleaning water; residential or non-commercial washing of vehicles; de-chlorinated swimming pool discharge less than one part per million (PPM) chlorine; residual street wash water; de-chlorinated water from reservoir discharges; foundation or footing drains where flows are not contaminated with process materials such as solvents (not including active groundwater dewatering systems); discharges specified in writing by the city engineer, or designated representative, as being necessary to protect public health and safety of citizens; dye-testing procedures (requires a verbal notification to the city engineer, or designated representative, prior to the time of the test); and any other water source not containing pollutants, as approved by the city engineer, or designated representative.

Animal waste: See Pet Waste.

Applicant: Any person, firm, or governmental agency who executes the necessary forms to procure official approval of a development or permit. In gaining official approval, the person, firm or governmental agency intends to carry out construction of a new development or re-development.

Base flood elevation: The elevation at all locations delineating the level of flooding resulting from the 100-year frequency flood event. The 100-year flood event has a one percent probability of being equaled or exceeded in any given year.

Best Management Practices (BMPs): Schedules of activities, prohibitions of practices, maintenance procedures and other management practices to prevent or reduce the pollution of waters of the state.

BMPs also include treatment requirements, operating procedures and practices to control facility site runoff, spillage or leaks, sludge or waste disposal or drainage from raw material storage.

Building official: City official or other designated authority charged with the administration and enforcement of the city building codes.

Building permit: Permit issued for the construction, erection or alteration of a structure or building and the related ground and surface preparation prior to and after completion of construction, erection or alteration of a structure or building.

By-pass flow: Storm water runoff from upstream properties tributary to a property's drainage system but not under its control.

Calendar quarter: Each of the following periods: December through February, March through May, June through August, and September through November.

Certify or certification: Formally attesting that the specific inspections and tests were performed, and that such inspections and tests comply with the applicable requirements of this chapter.

Channel: Any defined river, stream, creek, brook, natural or artificial depression, ponded area, on-stream lake or impoundment, abandoned mine, flowage, slough, ditch, conduit, culvert, gully, ravine, wash, or natural or manmade drainage way, which has a definite bed and bank or shoreline, in or into which surface or groundwater flows, either perennially or intermittently.

Channel modification: The alteration of a channel by changing the physical dimensions or materials of its bed or banks. Channel modification includes, but is not limited to, damming, placement of riprap (or other armoring), filling, widening, deepening, straightening, relocating, lining, and significant removal of bottom or woody rooted vegetation. Channel modification does not include the clearing of debris or removal of trash.

City engineer: The professional engineer registered in the State of Iowa who is designated as city engineer by the city council.

Clean Water Act (CWA): The Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), and any subsequent amendments thereto. (Formerly referred to as the Federal Water Pollution Control Act or Federal Water Pollution Control Act Amendments of 1972).

Clearing: Any activity which removes vegetative ground cover.

Commercial: Pertaining to any business, trade, industry, or other activity engaged in for profit.

Compensatory storage: An artificially excavated, hydraulically equivalent volume of storage within the floodplain used to balance the loss of natural flood storage capacity when fill or structures are placed within the floodplain.

Conduit: Any channel, pipe, sewer or culvert used for the conveyance or movement of water, whether open or closed.

Construction site: Any location where clearing, grading, filling, paving, construction, or other activity occurs related to a change or improvement of property.

Contaminated: Containing harmful quantities of pollutants.

Contractor: Any person or firm performing or managing construction work at a construction site, including any construction manager, general contractor or subcontractor. Also includes, but is not limited to, earthwork, paving, building, plumbing, mechanical, electrical or landscaping contractors, and material suppliers delivering materials to the site.

Department: The Iowa Department of Natural Resources (IDNR) or an authorized representative.

Detention basin: A facility constructed or modified to provide for the temporary storage of storm water runoff and the controlled release of this runoff at a prescribed rate during and after a flood or storm.

Detention time: The amount of time storm water is held within a detention basin.

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Developed property: Land that is altered from a natural state by grading and/or construction activity for the purpose of constructing residential, commercial, industrial, or institutional facilities such that the hydrology of the property is affected.

Development or redevelopment: Any man-made change to improved or unimproved real estate, including but not limited to building or other structures, mining, dredging, filling, grading, paving, excavation, or drilling operations.

Discharge: The release of water, and any elements, compounds and particles contained within or upon released water, from property owned or controlled by any person.

Discharger: Any person who causes, allows, permits, or is otherwise responsible for a discharge, including, without limitation, any owner of a construction site or industrial facility.

Domestic sewage: Sewage originating primarily from kitchen, bathroom and laundry sources, including waste from food preparation, dishwashing, garbage grinding, toilets, baths, showers and sinks.

Drainage plan: A plan, including engineering drawings and supporting calculations, which describes the existing storm water drainage system and environmental features, including grading, as well as proposed alterations or changes to the drainage system and environment of a property. Also see Storm Water Pollution Prevention Plan (SWPPP).

Dry basin: A detention basin designed to drain after temporary storage of storm water flows and to normally be dry over much of its bottom area.

Earthwork: The disturbance of soils on a site associated with clearing, grading, or excavation activities.

Erosion: The general process whereby soil or earth is moved by rainfall, flowing water, wind or wave action.

Excavation: Any act by which organic matter, earth, sand, gravel, rock or any other similar material is cut into, dug, quarried, uncovered, removed, displaced, re-located or bulldozed, and shall include the conditions resulting from such actions.

Excess storm water runoff: The volume and rate of flow of storm water discharged from a new development or re-development, which is or will be in excess of that volume and rate which existed before development or re-development.

Existing grade: The vertical location of the existing ground surface prior to excavation or filling.

Facility: An entity which discharges storm water.

Fertilizer: A substance or compound that contains an essential plant nutrient element in a form available to plants and is used primarily for its essential plant nutrient element content in promoting or stimulating growth of a plant or improving the quality of a crop, or a mixture of two or more fertilizers.

Fill: Any act by which earth, sand, gravel, rock, or any other material is deposited, placed, replaced, pushed, dumped, pulled, transported or moved by man to a new location, and shall include the conditions resulting therefrom.

Final grade: The vertical location of the ground surface after grading work is completed in accordance with the plans.

Fire protection water: Any water, and any substances or materials contained therein, used by any person to control or extinguish a fire, or to inspect or test fire equipment.

Garbage: Animal and vegetable waste materials from the handling, preparation, cooking or consumption of food, including waste materials from markets, storage facilities, and the handling and sale of produce and other food products. Also, refuse and other unwanted and useless material.

Grading: Any act of excavation or fill of land surface to a desired slope or elevation, or any combination thereof, and shall include the conditions resulting from any excavation or fill.

Groundwater: Any water residing below the surface of the ground or percolating into or out of the ground.

Harmful quantity: The amount of any substance that the appropriate official determines will cause an adverse impact to storm drainage system or will contribute to the failure of the jurisdiction to meet the water quality based requirements of the NPDES permit for discharges from the MS4.

Hazardous substance: Any substance listed in Table 302.4 of 40 CFR Part 302.

Hazardous waste: Any substance identified or listed as a hazardous waste by the EPA pursuant to 40 CFR Part 261.

Household hazardous waste (HHW): Any material generated in a household (including single and multiple residences) that would be classified as hazardous by the IDNR or US EPA or by any rule or regulation promulgated by either agency.

Hydrograph: A graph showing, for a given location on a stream or conduit, the flow rate with respect to time.

Hydrograph method: A method that estimates runoff volume and runoff hydrographs for a point of interest by generating hydrographs for individual sub areas, combining them, and routing them through stream lengths and reservoir structures. Factors such as rainfall amount and distribution, runoff curve number, time of concentration, and travel time are included.

Illegal discharge: See Illicit Discharge below.

Illicit connection: Any drain or conveyance, whether on the surface or subsurface, which allow an illicit discharge to enter the MS4.

Illicit discharge: Any discharge to the MS4 that is prohibited under this chapter of the Code of Ordinances.

Impervious surface: A hard-surfaced area that prevents or retards the entry of water into the soil. An impervious surface may cause water to run off the surface in greater quantities, or at an increased rate of flow, than was present under natural conditions. Impervious surfaces include, but are not limited to, roof tops, asphalt or concrete streets, sidewalks, driveway paving, parking lots, walkways, patio areas, storage areas, gravel, bituminous substances or other surfaces which similarly affect the natural infiltration, or runoff patterns, of real property in the natural state with existing ground cover.

Industrial waste (commercial waste): Any wastes produced as a by-product of any industrial, institutional or commercial process or operation, other than domestic sewage.

Infiltration: The passage or movement of water into the ground.

Land disturbing activity: The process of disturbing existing groundcover, excavation of existing site material, or the placement of fill material on a site, related to a man-made change to improved or unimproved real estate, including but not limited to building or other structures, mining, dredging, filling, grading, paving, excavation, or drilling operations.

Loessal soil: Sediment, commonly non-stratified and unconsolidated, composed predominately of silt-sized particles with accessory clay and sand.

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

- (a) A single lot of record;
- (b) A portion of a lot of record;
- (c) A combination of complete lots of record, of complete lots of record and portions of lots of record, or of portions of lots of record; and

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(d) A parcel of land described by metes and bounds;

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

Major drainage system: That portion of a drainage system needed to store and convey flows beyond the capacity of the minor drainage system.

May: Signifies an act that is discretionary.

Mechanical fluid: Any fluid used in the operation and maintenance of machinery, vehicles and any other equipment, including lubricants, antifreeze, petroleum products, oil and fuel.

Minor drainage system: Portion of a drainage system designed for the convenience of the public. It consists of street gutters, storm sewers, small open channels and swales.

Mitigation: Activity necessary when the prescribed controls are not sufficient and additional measures are required to offset the development, including those measures necessary to minimize the negative effects which storm water drainage and development activities might have on the public health, safety and welfare. Examples of mitigation include, but are not limited to, compensatory storage, soil erosion and sedimentation control, and channel restoration.

Mobile commercial cosmetic cleaning (or mobile washing): Power washing, steam cleaning, and any other method of mobile cosmetic cleaning of vehicles and/or exterior surfaces, engaged in for commercial purposes or related to a commercial activity.

Municipal separate storm sewer system (MS4): The conveyance or system of conveyances, including storm sewers, roadways, roads with drainage systems, catch basins, curbs, gutters, ditches, constructed channels and storm drains, owned or operated by the city.

Natural: Conditions resulting from physical, chemical, and biological processes without intervention by man.

Natural drainage: Channels formed in the existing surface topography of the earth prior to changes made by unnatural causes.

NPDES: The National Pollutant Discharge Elimination System.

National Pollutant Discharge Elimination System (NPDES) Phase II Permit: A permit issued by the US EPA or by a state under authority delegated pursuant to 33 U.S.C. § 1342(b) that authorizes the discharge of pollutants to waters of the United States, whether the permit is applicable on an individual, group, or general area-wide basis.

Non-storm water discharge: Any discharge that to the MS4 that is not composed entirely of storm water.

Notice of violation: A written notice detailing any violations of this chapter and any action expected of the violators.

Oil: Any kind of oil in any form, including but not limited to petroleum, fuel oil, crude oil, synthetic oil, motor oil, cooking oil, grease, sludge, oil refuse, and oil mixed with waste.

One hundred-year event: A rainfall, runoff, or flood event having a one percent probability of being equaled or exceeded in any given year. Twenty-four-hour storm duration is assumed unless otherwise noted.

One-year event: A rainfall, runoff, or flood event having a 100 percent probability of being equaled or exceeded in any given year. Twenty-four-hour storm duration is assumed unless otherwise noted.

Outfall: The point at which water or any other material leaves or may leave the MS4 and also means the point at which water or any other material leaves or may leave an enclosed conveyance that is part of the MS4 and enters an open conveyance that is also part of the MS4.

Owner: The person who owns a facility, part of a facility, or land.

Parcel: A contiguous lot or tract of land under one ownership. A lot or tract of land is land intended as a unit for the purpose of use, development or transfer of ownership.

Peak flow: The maximum rate of flow of water at a given point in a channel or conduit.

Permittee: The city.

Person: Any individual, partnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity, or any other legal entity, or their legal representatives, agents, or assigns, including all federal, state, and local governmental entities.

Pesticide: A substance or mixture of substances intended to prevent, destroy, repel, or migrate any pest.

Pet waste (or animal waste): Excrement and other waste from domestic animals.

Petroleum product: A product that is obtained from distilling and processing crude oil and that is capable of being used as a fuel or lubricant in a motor vehicle or aircraft, including motor oil, motor gasoline, gasohol, other alcohol-blended fuels, aviation gasoline, kerosene, distillate fuel oil, and #1 and #2 diesel.

Point source: Any discernible, confined, and discrete conveyance, including but not limited to, any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, rolling stock, concentrated animal feeding operation, landfill leachate collection system, vessel or other floating craft from which pollutants are or may be discharged. This term does not include return flows from irrigated agriculture or agricultural storm water runoff.

Pollutant: Any item that may alter storm water from a natural state. Pollutants may include, but are not limited to, paints, varnishes, solvents, oil, automotive fluids, solid wastes, yard wastes, refuse, rubbish, garbage, litter, discarded or abandoned objects, pesticides, herbicides, fertilizers, sewage, fecal coliform, heavy metals, animal wastes, sediment from construction sites, and noxious or offensive matter of any kind.

Pollution: The alteration of the physical, thermal, chemical, or biological quality of, or the contamination of, any water that renders the water harmful, detrimental, or injurious to humans, animal life, plant life, property, or public health, safety, or welfare, or impairs the usefulness or the public enjoyment of the water for any lawful or reasonable purpose.

Positive drainage: Provision for overland paths for all areas of a property including depression areas that may also be drained by storm sewer.

Potable water: Water that has been treated to drinking water standards and is safe for human consumption.

Private drainage system: All privately or publicly owned ground, surfaces, structures or systems, excluding the MS4, that contribute to or convey storm water, including but not limited to roofs, gutters, downspouts, lawns, driveways, pavement, roads, streets, curbs, gutters, ditches, inlets, drains, catch basins, pipes, tunnels, culverts, channels, detention basins, ponds, draws, swales, streams and any ground surface.

Public improvement plans: Engineering drawings subject to approval by the city engineer for the construction of public improvements.

Qualified person: A person who possesses the required certification, license, or appropriate competence, skills, and ability as demonstrated by sufficient education, training, and/or experience to perform a specific activity in a timely and complete manner consistent with the regulatory requirements and generally accepted industry standards for such activity.

Release: To dump, spill, leak, pump, pour, emit, empty, inject, leach, dispose or otherwise introduce into the storm drainage system.

Re-developed property: Developed property that is altered or expanded by grading and/or construction activity at a time period following initial construction.

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Retention facility: Facility designed to hold storm water for a sufficient length of time to provide for the storm water to be consumed by evaporation into the air and/or infiltration into the immediate soil.

Rubbish: Solid waste, including ashes, that consist of (i) combustible waste materials, including paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves, and similar materials; and/or (ii) noncombustible waste materials, including glass, crockery, tin cans, aluminum cans, metal furniture, and similar materials that do not burn at ordinary incinerator temperatures (1,600 to 1,800 degrees Fahrenheit).

Sanitary sewage: The domestic sewage and/or industrial waste that is discharged into the city sanitary sewer system and passes through the sanitary sewer system to the city sewage treatment plant for treatment.

Sanitary sewer: The system of pipes, conduits, and other conveyances which carry industrial waste and domestic sewage from residential dwellings, commercial buildings, industrial and manufacturing facilities and institutions, whether treated or untreated, to the city sewage treatment plant (and to which storm water, surface water, and groundwater are not intentionally admitted).

Sediment: Soil (or mud) that has been disturbed or eroded and transported naturally by water, wind, gravity, or equipment tracking (tires, vehicles).

Sedimentation: The process that deposits soils, debris, and other materials either on other ground surfaces or in bodies of water or storm water drainage systems.

Septic tank waste: Any domestic sewage from holding tanks such as vessels, chemical toilets, campers, trailers, septic tanks and aerated tanks.

Shall: Signifies an act that is mandatory.

Significant materials: Includes, but is not limited to, raw materials; fuels; materials such as solvents, detergents, and plastic pellets; finished materials such as metallic products; raw materials used in food processing or production; hazardous substances designated under Section 101(14) of Comprehensive Environmental Response, Compensation and Liability Act (CERCLA); any chemical the facility is required to report pursuant to Section 313 of Emergency Planning and Community Right-to-Know Act (EPCRA); fertilizers; pesticides; and waste products such as ashes, slag and sludge that have the potential to be released with storm water discharges.

Site: The land or water area where any facility or activity is physically located or conducted, including adjacent land used in connection with the facility or activity.

Slope disturbance line: The line which delineates relatively level building areas from areas where slopes exceed seven percent and where special precautions must be taken.

Small quantity generator waste: Any hazardous waste generated by a small quantity generator as defined by the US EPA.

Solid waste: Any garbage, rubbish, refuse and other discarded material, including solid, liquid, semisolid, or contained gaseous material, resulting from industrial, municipal, commercial, construction, mining or agricultural operations, and residential, community and institutional activities.

Storm sewer: A closed conduit for conveying collected storm water.

Storm water: Storm water runoff, snow melt runoff, and surface runoff and drainage consisting entirely of water from any form of natural precipitation, and resulting from such precipitation.

Storm water discharge associated with industrial activity: The discharge from any conveyance that is used for collecting and conveying storm water and that is directly related to manufacturing, processing or raw materials storage areas at an industrial plant. The term does not include discharges from facilities or activities excluded from the NPDES program. For the categories of industries identified in paragraphs (1) through (10) of this definition, the term includes, but is not limited to, storm water discharges from industrial plant yards; immediate access roads and rail lines used or traveled by carriers of raw materials, manufactured products, waste material, or by-products used or created by the facility; material handling sites; refuse sites; sites used for the application or disposal of process waste waters (as defined at 40

CFR Part 401); sites used for the storage and maintenance of material handling equipment; sites used for residual treatment, storage, or disposal; shipping and receiving areas; manufacturing buildings; storage areas (including tank farms) for raw materials, and intermediate and finished products; and areas where industrial activity has taken place in the past and significant materials remain and are exposed to storm water. For the categories of industries identified in paragraph (11) of this definition, the term includes only storm water discharges from all areas (except access roads and rail lines) listed in the previous sentence where material handling equipment or activities, raw materials, intermediate products, final products, waste materials, by-products, or industrial machinery are exposed to storm water. For the purposes of this paragraph, material handling activities include the storage, loading and unloading, transportation, or conveyance of any raw material, intermediate product, finished product, by-product or waste product. The term excludes areas located on plant lands separate from the plant's industrial activities, such as office buildings and accompanying parking lots, as long as the drainage from the excluded areas is not mixed with storm water drained from the above-described areas. Industrial facilities (including industrial facilities that are federally, state, or municipally-owned or operated that meet the description of the facilities listed in paragraphs (1) to (11) of this definition) include those facilities designated under 40 CFR § 122.26(a)(1)(v). The following categories of facilities are considered to be engaging in "industrial activity" for purposes of this subsection:

- (1) Facilities subject to storm water effluent limitations guidelines, new source performance standards, or toxic pollutant effluent standards under 40 CFR Subchapter N (except facilities with toxic pollutant effluent standards that are exempted under category (11) of this definition);
- (2) Facilities classified as Standard Industrial Classifications 24 (except 2434), 26 (except 265 and 267), 28 (except 283 and 285), 29, 311, 32 (except 323), 33, 3441, or 373;
- (3) Facilities classified as Standard Industrial Classifications 10 through 14 (mineral industry) including active or inactive mining operations (except for areas of coal mining operations no longer meeting the definition of a reclamation area under 40 CFR 434.11(l) because the performance bond issued to the facility by the appropriate SMCRA authority has been released, or except for areas of non-coal mining operations that have been released from applicable state or federal reclamation requirements after December 17, 1990) and oil and gas exploration, production, processing, or treatment operations, or transmission facilities that discharge storm water contaminated by contact with, or that has come into contact with, any overburden, raw material, intermediate products, finished products, by-products or waste products located on the site of such operations; inactive mining operations are mining sites that are not being actively mined, but that have an identifiable owner/operator;
- (4) Hazardous waste treatment, storage, or disposal facilities, including those that are operating under interim status or a permit under Subtitle C of RCRA;
- (5) Landfills, land application sites, and open dumps that have received any industrial wastes (waste that is received from any of the facilities described under this subsection) including those that are subject to regulation under Subtitle D of RCRA;
- (6) Facilities involved in the recycling of materials, including metal scrap yards, battery reclaimers, salvage yards, and automobile junkyards, including but limited to those classified as Standard Industrial Classification 5015 or 5093;
- (7) Steam electric power generating facilities, including coal handling sites;
- (8) Transportation facilities classified as Standard Industrial Classifications 40, 41, 42 (except 4221-4225), 43, 44, 45 or 5171 that have vehicle maintenance shops, equipment cleaning operations, or airport deicing operations. Only those portions of the facility that are either involved in vehicle maintenance (including vehicle rehabilitation, mechanical repairs, painting, fueling, and lubrication), equipment cleaning operations, airport deicing operations, or that are otherwise identified under paragraphs (1) to (7) or (9) to (11) of this subsection are associated with industrial activity;
- (9) Treatment works treating domestic sewage or any other sewage sludge or wastewater treatment device or system, used in the storage treatment, recycling, and reclamation of

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municipal or domestic sewage, including land dedicated to the disposal of sewage sludge that are located within the confines of the facility, with a design flow of 1.0 mgd or more, or required to have an approved pretreatment program under 40 CFR Part 403. Not included are farm lands, domestic gardens or lands used for sludge management where sludge is beneficially reused and that are not physically located in the confines of the facility, or areas that are in compliance with 40 CFR Part 503;

- (10) Construction activity including clearing, grading and excavation activities that result in the disturbance of one acre or more of total land area or which result in the disturbance of less than one acre but are part of a larger common plan of development or sale of one acre or more;
- (11) Facilities under Standard Industrial Classifications 20, 21, 22, 23, 2434, 25, 265, 267, 27, 283, 285, 30, 31 (except 311), 323, 34 (except 3441), 35, 36, 37 (except 373), 38, 39, or 4221-4225 (and that are not otherwise included within categories (1) to (10) above).

Storm water drainage system: Any publicly or privately owned or operated surface, system, facility, structure, improvement, development, equipment, property or interest therein, or other structural or nonstructural element made, constructed, used or acquired, for the purpose of collecting, containing, storing, conveying and controlling storm water, including but not limited to storm sewers, curbs, street drains, conduits, lakes, rivers, creeks, other natural or manmade channels, pipes, culverts and detention ponds.

Storm water management fee: Fee levied within the boundaries of the storm water drainage system district for use in the development and daily maintenance of the city's storm water management program and the city's storm sewer system.

Storm water management program: Overall strategy and plan for the management of storm water drainage within the city as outlined originally in the city's notice of intent dated March 2003.

Storm water pollution prevention plan (SWPPP): A document that describes the Best Management Practices to be implemented at a site, to prevent or reduce the discharge of pollutants.

Storm water runoff: That portion of rainfall that drains into the storm sewer drainage system.

Stream: Any river, creek, brook, branch, flowage, ravine, or natural or man-made drainage way which has a definite bed and banks or shoreline, in or into which surface or groundwater flows, either perennially or intermittently.

Stripping: Any activity which removes the vegetative surface cover, including trees, by spraying or clearing, and storage or removal of topsoil.

Subdivision development: Includes activities associated with the platting of any parcel of land into two or more lots and includes all construction activity taking place thereon.

Surface water: Water bodies and any water temporarily residing on the surface of the ground, including oceans, lakes, reservoirs, rivers, ponds, streams, puddles, channelized flow and runoff.

Ten-year event: A runoff, rainfall, or flood event having a ten percent probability of being equaled or exceeded in any given year. Twenty-four-hour storm duration is assumed unless otherwise noted.

Time of concentration: The elapsed time for storm water to flow from the most hydraulically remote point in a drainage basin to a particular point of interest in that watershed.

Tributary watershed: All of the land surface area that contributes runoff to a given point.

Two-year event: A runoff, rainfall, or flood event having two percent probability of being equaled or exceeded in any given year. Twenty-four-hour storm duration is assumed unless otherwise noted.

Uncontaminated: Not containing harmful quantities of pollutants.

Used motor oil (or used oil): Any oil that as a result of use, storage, or handling, has become unsuitable for its original purpose because of impurities or the loss of original properties.

Used oil: See Used Motor Oil.

Utility agency: Private utility companies, city departments, or contractors working for private utility companies or city departments, engaged in the construction or maintenance of utility distribution lines and services, including water, sanitary sewer, storm sewer, electric, gas, telephone, television and communication services.

Vacant: Land on which there are no structures or only structures which are secondary to the use or maintenance of the land itself.

Waste water: Any water or other liquid, other than uncontaminated storm water, discharged from a facility.

Water quality standard: The designation of a body or segment of surface water in the State for desirable uses and the narrative and numerical criteria deemed by state or federal regulatory standards to be necessary to protect those uses.

Waters of the state: Any river, stream, lake, pond, marsh, watercourse, waterway, well, spring, reservoir, aquifer, irrigation system, drainage system and any other body or accumulation of water, surface or underground, natural or artificial, public or private, which are contained within, flow through or border upon the state or any portion thereof, but not including any waters of the United States.

Waters of the United States: All waters which are currently used, were used in the past, or may be susceptible to use in interstate or foreign commerce, including all waters which are subject to the ebb and flow of the tide; all interstate waters, including interstate wetlands; all other waters the use, degradation, or destruction of which would affect or could affect interstate or foreign commerce; all impoundments of waters otherwise defined as waters of the United States under this definition; all tributaries of waters identified in this definition; all wetlands adjacent to waters identified in this definition; and any waters within the federal definition of "Waters of the United States" at 40 CFR Section 122.2; but not including any waste treatment systems treatment ponds, or lagoons designed to meet the requirements of the Federal Clean Water Act.

Watershed: All land area drained by, or contributing water to, the same channel, lake, marsh, storm water facility, groundwater or area of depression.

Wet basin: A detention basin designed to maintain a permanent pool of water after the temporary storage of storm water runoff.

Wetlands: Those areas that are inundated or saturated by surface or groundwater at a frequency and duration sufficient to support, and under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas. For general, but not inclusive locations of designated wetlands refer to mapping prepared jointly by the U.S. Department of Interior and the U.S. Fish and Wildlife Service.

Yard waste: Leaves, grass clippings, tree limbs, brush, soil, rocks or debris that result from landscaping, gardening, yard maintenance or land clearing operations.

Sec. 27-115. - Purpose, intent and objectives.

- (a) The purpose of this article and other ordinances adopted under this chapter is to address mandates of the federal government, including but not limited to the Clean Water Act and National Pollutant Discharge Elimination System (NPDES) Phase II permit regulations regarding the desired reduction of pollution in storm water runoff.
- (b) The intent of this article and other ordinances adopted under this chapter is to establish policies to comprehensively manage and reduce the potential for storm water runoff pollution in a safe and economical manner within the city, for the purpose of promoting the health, safety and general welfare of the population, and for the protection of property. This article is also intended to provide for the study of, design, operation, construction, equipping, and maintenance of the storm water drainage system within the city limits.
- (c) Following are objectives of the storm water management program:

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- (1) To maintain and improve the quality of water impacted by the storm drainage system of the city,
- (2) Maintain emergency vehicle movement during storm or flood events,
- (3) Protect, maintain and enhance the environment of the city, and the short-term and long-term public health, safety, and general welfare of the citizens of the city,
- (4) Reduce pollutant discharge to the city's storm sewer system from construction sites, as well as the discharge of pollutants from industrial, commercial and residential areas of the city,
- (5) Preserve the value of existing buildings and other assets by developing infrastructure that will assist in the reduction of storm event related losses,
- (6) Assure that new developments and redevelopments do not increase flood or drainage potential or create unstable conditions susceptible to erosion,
- (7) Facilitate compliance of construction site permits with regard to state and federal standards,
- (8) Preserve the city's watercourses in good condition,
- (9) Address and minimize obstruction of the city's watercourses,
- (10) Enhance urban water resource management techniques, including both the reduction of pollution, and the enhancement of the urban environment, required by the NPDES permit and such other regulations of the city, state and federal government,
- (11) Maintain temporary and permanent public storm water storage facilities within the city in good operational condition.
- (12) Promote public awareness of the impact of improper discharge of garbage, hazardous substances and sediment to the storm water drainage system,
- (13) Encourage the recycling and proper disposal of household hazardous wastes, and
- (14) Maintain and improve the quality of the community water into which the storm water outfalls flow, including, without limitation, the lakes, rivers, streams, ponds, wetlands, sinkholes, and groundwater of the city, waters of the state and waters of the United States.

Sec. 27-116. - Duties and authority of the city engineer in general.

- (a) The city engineer, or designated representative, shall exercise all lawful powers necessary and appropriate to administer the storm water management program. The duties and authority herein described are in addition to other applicable legal duties and authority. The duties and authority of the city engineer, or designated representative, shall include, but are not limited to:
 - (1) Administration of the regulations contained in the NPDES permit and in this chapter of the Code,
 - (2) Development and administration of all phases of a comprehensive storm water management program, including, establishing, studying, planning, designing, developing, acquiring land for, constructing, administering, operating, improving, maintaining, and reconstructing the city's storm sewer system as necessary,
 - (3) Administration of the accounting, budgeting, record-keeping and support personnel necessary for the efficient operation of the storm water management program,
 - (4) Development of educational materials to increase public awareness that would improve the public's knowledge and reduce the introduction of pollution to the storm water drainage system by the general public,
 - (5) Coordinate enforcement of the regulations contained in this article and other ordinances adopted under this chapter with other city departments,

- (6) Seek the cooperation of counties and municipalities in communities adjacent to the city with the goal of reducing storm water drainage system flooding,
- (7) Cooperate with other affected political jurisdictions in preparing and implementing master drainage plans,
- (8) Provide an exchange of information between the public and city employees on flooding areas and storm water drainage problems within the city,
- (9) Perform studies and evaluation required to establish, maintain and/or modify the storm water management program,
- (10) Require the preservation and enhancement of certain natural environmental features,
- (11) Require submittal of appropriate federal, state and local permitting to perform work within the city limits,
- (12) Review the installation of drainage improvements in new developments and in redevelopments,
- (13) Administration of a program to periodically review erosion control features placed within new construction sites,
- (14) Administration of a program to periodically review erosion control features placed during initial construction to ensure that they remain in good condition and are not removed without proper authorization,
- (15) Recommend to the city council the establishment, and periodic adjustment of, storm water management fees,
- (16) Review and recommend modification to the collection procedure for storm water management fees,
- (17) Hear and consider challenges to the application of this article, the application of other ordinances adopted under this chapter, and the calculation of storm water management fees, and
- (18) Recommend to the mayor and the city council policies for establishing additional storm water drainage services, preserving or expanding existing services and making changes in service for the benefit of the city.

Sec. 27-117. - City council discretion to provide for, and approve improvements to, the storm water drainage system.

- (a) Determination of storm water services to be provided by the city, and construction of storm water facilities and improvements to the storm water drainage system, shall be made at the sole discretion of the city council.
- (b) The city engineer, or designated representative, shall recommend storm water services to be provided by the city, and construction of the storm water facilities and improvements to the storm water drainage system, to the city council based upon engineering analysis, taking into consideration frequency of flooding events, potential loss of life, potential property damage, effect upon the general public and other factors affecting the purpose of this chapter.

Sec. 27-118. - Storm water management authority.

- (a) All areas within the city limits of the city are hereby declared and designated as a storm water drainage system district within the meaning and intent of, and for the purposes authorized by, § 384.84 of the Code of Iowa. Said district shall be governed by a storm water management authority.
- (b) In furtherance of the purposes for which a storm water drainage system district is authorized, and to protect and promote the public health, safety, welfare, and convenience of the city and its citizens, charges shall be levied upon and collected from the owners of all real estate that discharges storm

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water, directly or indirectly, to the storm water drainage system. The proceeds of such charges shall be deposited in a storm water management enterprise fund and used for purposes authorized by this article.

- (c) The city council shall be the governing body of the storm water management authority, and the authority shall be under the direction, management and control of the city engineer. The city engineer shall oversee the daily operation of the storm water management authority, shall enforce the provisions of this article and all other ordinances adopted under this chapter, and shall carry out the policy directives of the city council acting in its role as governing body of the storm water management authority.

Sec. 27-119. - Storm water management enterprise fund.

- (a) A storm water management enterprise fund shall be established and maintained for the purpose of identifying, receiving and controlling all revenues and expenses attributable to the city's storm water management program, and to meet applicable local, state and federal regulations, including, but not limited to, the city's NPDES permit requirements. Storm water charges, loans, grants or funds received for the administration, operation, construction and improvement of the city storm water drainage system and facilities and the city's storm water management program shall be deposited in such fund.
- (b) The following expenditures shall be acceptable uses of storm water management enterprise funds:
 - (1) NPDES permit fees,
 - (2) Development of public outreach and education materials,
 - (3) Costs associated with public involvement and participation related to the storm water management program,
 - (4) Storm water policy development assistance,
 - (5) Illicit discharge detection and elimination procedures, equipment, testing, and investigation,
 - (6) Water collection and sampling fees and related equipment,
 - (7) Planning, design, engineering, construction, maintenance, operation, and improvement of drainage services, facilities and structures, which shall include but are not limited to conduits, drains, manholes, storm water detention devices, flow impediments, ponds, ditches, sloughs, streams, filter strips, rip-raps, and erosion control devices,
 - (8) Construction site and post-construction site inspection costs,
 - (9) Staff time related to the storm water management program,
 - (10) Employee training, and
 - (11) Consulting fees related to the storm water management program and construction of storm water related projects.
- (c) Additional expenditures and disbursements from the storm water management enterprise fund shall be at the direction and discretion of the city engineer, or designated representative, with approval of the city council.

Sec. 27-120. - Establishment of storm water management fee.

- (a) *Monthly fee.* Subject to the exemptions provided for in section 27-121, each owner or tenant of property within the city shall pay to the city a monthly storm water management fee, as follows:
 - (1) *Residential property* . Each single-unit residential dwelling shall be assessed a fee in accordance with the following table:

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Effective Date of Rate	Rate
July 1, 2006	\$3.00 per month
July 1, 2018	\$3.15 per month
July 1, 2019	\$3.31 per month
July 1, 2020	\$3.48 per month
July 1, 2021	\$3.65 per month

For every two-unit and multi-unit residential property, a fee in accordance with the following table shall be assessed to each individual dwelling unit located on said property:

Effective Date of Rate	Rate
July 1, 2006	\$3.00 per month
July 1, 2018	\$3.15 per month
July 1, 2019	\$3.31 per month
July 1, 2020	\$3.48 per month
July 1, 2021	\$3.65 per month

- (2) *Commercial, industrial, institutional or other non-residential property* . Each commercial, industrial, institutional or other non-residential property shall be assessed a base fee in accordance with the following table, plus an additional fee in accordance with the following table for the first 10,000 square feet, or any part thereof, of impervious surface (as such term is defined in section 27-114(55) of this article), and a fee in accordance with the following table for each additional 10,000 square feet, or any part thereof, of impervious surface, located on the property.

Effective Date of Rate	Base Rate	1 st 10,000 sq. ft of impervious area	Each additional 10,000 sq. ft of impervious area
July 1, 2006	\$3.00 per month	\$5.00 per month	\$5.00 per month
July 1, 2018	\$3.15 per month	\$5.25 per month	\$5.25 per month
July 1, 2019	\$3.31 per month	\$5.51 per month	\$5.51 per month
July 1, 2020	\$3.48 per month	\$5.79 per month	\$5.79 per month
July 1, 2021	\$3.65 per month	\$6.08 per month	\$6.08 per month

- (3) *Mixed uses* . For each property which has mixed residential, commercial, industrial, institutional or other non-residential uses located on the same property, the residential portions shall be assessed the residential rate, and the commercial, industrial, institutional or other non-residential portions shall be assessed the commercial, industrial, institutional or other non-residential rate, as set forth in this subsection.
- (b) *Effective date* . Storm water management fees shall be assessed beginning on July 1, 2006, and shall be billed and paid on a monthly basis.

Item F.3.

- (c) *Inclusion of state sales tax.* State sales tax is computed and included in the rates set forth in this section.
- (d) *Billing adjustments.* Billing adjustments may be made for any residential, commercial, industrial, institutional or other non-residential user that can demonstrate to the city engineer that storm water from that owner's property does not directly or indirectly enter the MS4 of the city.
- (e) *Payment.* All storm water management fees required to be paid by this section shall be paid at the same time the payment for city water service is made, or on the first day of the month for those users of sewer service who do not use city water service, or for those property owners whose property is served by neither city water nor city sewer service. All required payments are to be made at the office of the municipal utilities. Amounts collected shall be deposited in the storm water management enterprise fund for use as authorized by this article.
- (f) *Periodic review .* The storm water management fees provided for in this section shall be reviewed by the city council at least annually, and shall be revised as necessary to ensure that such fees generate sufficient revenues to pay all costs and expenses of operation and maintenance of the city's storm water management program created under this article, including capital improvements, debt service and including but not limited to those expenditures described in section 27-119(b), and to ensure that such costs are properly apportioned among the users and classes of users identified in this section.
- (g) *Reduction for low-income households.* The owner or occupant of every household unit which meets the low-income requirement, as set by the U.S. Government, contained in the Section 8 Housing Assistance Program of the city, may apply annually to the director of community development for, and be granted, a 50 percent reduction in the monthly storm water management fee.

Sec. 27-121. - Storm water management fee exemptions.

Storm water management fees shall not be imposed on the following types of property:

- (1) City, county, state and federal roads, bridges, highways, streets, rights-of-way, sidewalks, pathways, parks and open spaces.
- (2) Agricultural use property, and any undeveloped property that has no impervious surface located within the boundaries of the property.

Sec. 27-122. - Collection of storm water management fees.

- (a) The office of the municipal utilities is hereby authorized and directed to render and collect storm water management fees in accordance with the fees established in this article. Storm water management fees shall be collected with the property owner's regular municipal utilities bill, and shall be shown as a separate item on the bill.
- (b) The city shall have a lien upon the property served by the city storm water utility established by this article, for all delinquent fees, in accordance with Iowa Code § 384.84. Prior written notice of intent to certify a lien shall be given to the account holder of the delinquent account at least 30 days prior to certification. If the account holder is a tenant, and if the owner or landlord of the property has made a written request for notice, the notice shall also be given to the owner or landlord. The notice shall be sent to the appropriate persons by ordinary mail not less than 30 days prior to the certification of the lien to the county treasurer. After compliance with the foregoing provisions, the city clerk shall certify for taxation purposes and for the purpose of establishing the property lien to the county treasurer all delinquent storm water management fees, together with an administrative expense of \$5.00. The lien shall not be certified to the county treasurer for a delinquent charge of less than \$5.00. For the purpose of the certification and for no other purpose whatsoever, storm water management fees shall be designated as delinquent when the payments are shown and appear on the books carrying such fee payments to have been unpaid for a period of six months following their due date.
- (c) In the event that any person, firm or corporation shall tender as payment of water, sewer, refuse and storm water management fees an amount insufficient to pay in full all of the charges so billed, payment shall be credited proportionately among all charges.

(d) The provision for collection of fees provided herein shall be in addition to any rights or remedies that the city may have under the laws of the State of Iowa or this Code.

Sec. 27-123. - Appeal or adjustment of storm water management fee.

- (a) Any user who considers storm water management fees to be inaccurate or erroneous may request review thereof by the city engineer, or designated representative.
- (b) The determination of the city engineer, or designated representative, shall be in writing and may be appealed to the city council by written notice of appeal stating the reason and basis for the appeal. The appeal shall be filed with the city engineer, or designated representative, and the city clerk within 30 days of the date of notice of the determination of the city engineer, or designated representative. Hearing on the appeal before the city council, or a designated committee of the city council, shall take place within 30 days from the date of the notice of appeal was filed with the city clerk. The decision of the city council or its designated committee, shall be considered final.

Sec. 27-124. - Severability.

The provisions of this article are hereby declared to be severable. If any provision, clause, sentence, or paragraph of this article or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions or applications of this article.

Secs. 27-125—27-200. - Reserved.

INTRODUCED: _____ May 7, 2018

PASSED 1st CONSIDERATION: _____ May 7, 2018

PASSED 2nd CONSIDERATION: _____ May 21, 2018

PASSED 3rd CONSIDERATION: _____

ADOPTED: _____

James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

ORDINANCE NO. 2926

AN ORDINANCE PROVIDING THAT GENERAL PROPERTY TAXES LEVIED AND COLLECTED EACH YEAR ON ALL PROPERTY LOCATED WITHIN THE SOUTH CEDAR FALLS URBAN RENEWAL AREA, IN THE CITY OF CEDAR FALLS, COUNTY OF BLACK HAWK, STATE OF IOWA, BY AND FOR THE BENEFIT OF THE STATE OF IOWA, CITY OF CEDAR FALLS, COUNTY OF BLACK HAWK, CEDAR FALLS COMMUNITY SCHOOL DISTRICT, HUDSON COMMUNITY SCHOOL DISTRICT, AND OTHER TAXING DISTRICTS, BE PAID TO A SPECIAL FUND FOR PAYMENT OF PRINCIPAL AND INTEREST ON LOANS, MONIES ADVANCED TO AND INDEBTEDNESS, INCLUDING BONDS ISSUED OR TO BE ISSUED, INCURRED BY THE CITY IN CONNECTION WITH THE SOUTH CEDAR FALLS URBAN RENEWAL AREA

WHEREAS, the City Council of the City of Cedar Falls, State of Iowa, after public notice and hearing as prescribed by law and pursuant to Resolution No. 21,109 passed and approved on the 21st day of May, 2018, adopted an Urban Renewal Plan (the "Urban Renewal Plan") for an urban renewal area known as the South Cedar Falls Urban Renewal Area (the "Urban Renewal Area"), which Urban Renewal Area includes the lots and parcels located within the area legally described as follows:

That part of Section Nos. 35 and 36, lying in Township 89 North, Range 14 West of the 5th Principal Meridian and that part of Section No. 2 and 3, Township 88 North, Range 14 West of the 5th Principal Meridian, described as follows:

Commencing at the Northwest corner of said Section 35;
thence along the West line of said Section 35 South to the Northerly right of way line of Technology Parkway, being the Point of Beginning;
thence along said Northerly right of way line Easterly to the Northerly extension of the Westerly line of Lot 20 in Cedar Falls Technology Park Phase 2;
thence along said extension Southwesterly to the Northwesterly corner of said Lot 20;
thence along the Westerly line of said Lot 20 Southwesterly to the South line of said Cedar Falls Technology Park Phase 2;
thence along the South line of said Cedar Falls Technology Park Phase 2 East to the Southeasterly corner of Lot 19 in said Cedar Falls Technology Park Phase 2;
thence along the Easterly line of said Lot 19 Northwesterly to Southerly right of way line of said Technology Parkway;
thence along said Southerly right of way line Easterly to the Easterly right of way line of Waterway Avenue;
thence along said Easterly right of way line Southeasterly to the South line of said Cedar Falls Technology Park Phase 2;

Item F.4.

thence along said South line East to the Northwest corner of Tract B in Ridgeway Park Addition, point also being the Northwest right of way corner of Commerce Drive;

thence along the Northerly right of way line of said Commerce Drive East to the Northerly extension of the East line of said Ridgeway Park Addition;

thence along said Northerly extension South to the Northeast corner of said Ridgeway Park Addition;

thence along the East line of said Ridgeway Park Addition South to the Northerly right of way line of Ridgeway Avenue;

thence along said Northerly right of way line Easterly to the Easterly right of way line of Iowa Highway 58;

thence along said Easterly right of way line Southerly to the Northerly right of way line of U.S. Highway 20;

thence along said Northerly right of way line Easterly to the East line of said Section 2;

thence along said East line South to the South Corporate Limits line of the City of Cedar Falls;

thence along said South Corporate Limits line West to the West line of said Section 3;

thence along said West line North to the Northwest corner of said Section 3;

thence along the North line of said Section 3 East to the Southwest corner of said Section 35;

thence along the West line of said Section 35 to the Point of Beginning.

WHEREAS, expenditures and indebtedness are anticipated to be incurred by the City of Cedar Falls, State of Iowa, in the future to finance urban renewal project activities carried out in furtherance of the objectives of the Urban Renewal Plan; and

WHEREAS, the City Council of the City of Cedar Falls, State of Iowa, desires to provide for the division of revenue from taxation in the Urban Renewal Area, as above described, in accordance with the provisions of Section 403.19 of the Code of Iowa, as amended.

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

Section 1. That the taxes levied on the taxable property in the Urban Renewal Area legally described in the preamble hereof, by and for the benefit of the State of Iowa, City of Cedar Falls, County of Black Hawk, Cedar Falls Community School District, Hudson Community School District, and all other taxing districts from and after the effective date of this Ordinance shall be divided as hereinafter in this Ordinance provided.

Section 2. That portion of the taxes which would be produced by the rate at which the tax is levied each year by or for each of the taxing districts upon the total sum of the assessed value of the taxable property in the Urban Renewal Area, as shown on the assessment roll as of January 1 of the calendar year preceding the first calendar year in which the City of Cedar Falls, State of Iowa, certifies to the Auditor of Black Hawk County, Iowa the amount of loans,

advances, indebtedness, or bonds payable from the division of property tax revenue described herein, shall be allocated to and when collected be paid into the fund for the respective taxing district as taxes by or for the taxing district into which all other property taxes are paid.

Section 3. That portion of the taxes each year in excess of the base period taxes determined as provided in Section 2 of this Ordinance shall be allocated to and when collected be paid into a special tax increment fund of the City of Cedar Falls, State of Iowa, hereby established, to pay the principal of and interest on loans, monies advanced to, indebtedness, whether funded, refunded, assumed or otherwise, including bonds or obligations issued under the authority of Section 403.9 or 403.12 of the Code of Iowa, as amended, incurred by the City of Cedar Falls, State of Iowa, to finance or refinance, in whole or in part, urban renewal projects undertaken within the Urban Renewal Area pursuant to the Urban Renewal Plan, except that (i) taxes for the regular and voter-approved physical plant and equipment levy of a school district imposed pursuant to Iowa Code Section 298.2 and taxes for the instructional support program of a school district imposed pursuant to Iowa Code Section 257.19 (but in each case only to the extent required under Iowa Code Section 403.19(2)); (ii) taxes for the payment of bonds and interest of each taxing district; (iii) taxes imposed under Iowa Code Section 346.27(22) related to joint county-city buildings; and (iv) any other exceptions under Iowa Code Section 403.19 shall be collected against all taxable property within the Urban Renewal Area without any limitation as hereinabove provided.

Section 4. Unless or until the total assessed valuation of the taxable property in the Urban Renewal Area exceeds the total assessed value of the taxable property in the Urban Renewal Area as shown by the assessment roll referred to in Section 2 of this Ordinance, all of the taxes levied and collected upon the taxable property in the Urban Renewal Area shall be paid into the funds for the respective taxing districts as taxes by or for the taxing districts in the same manner as all other property taxes.

Section 5. At such time as the loans, advances, indebtedness, bonds and interest thereon of the City of Cedar Falls, State of Iowa, referred to in Section 3 hereof have been paid, all monies thereafter received from taxes upon the taxable property in the Urban Renewal Area shall be paid into the funds for the respective taxing districts in the same manner as taxes on all other property.

Section 6. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed. The provisions of this Ordinance are intended and shall be construed so as to fully implement the provisions of Section 403.19 of the Code of Iowa, as amended, with respect to the division of taxes from property within the Urban Renewal Area as described above. In the event that any provision of this Ordinance shall be determined to be contrary to law, it shall not affect other provisions or application of this Ordinance which shall at all times be construed to fully invoke the provisions of Section 403.19 of the Code of Iowa with reference to the Urban Renewal Area and the territory contained therein.

Section 7. This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

Item F.4.

PASSED AND APPROVED this _____ day of _____, 2018.

Mayor

ATTEST:

City Clerk

Read First Time: May 21 _____, 2018

Read Second Time: _____, 2018

Read Third Time: _____, 2018

PASSED AND APPROVED: _____, 2018.

I, _____, City Clerk of the City of Cedar Falls, State of Iowa, hereby certify that the above and foregoing is a true copy of Ordinance No. _____ passed and approved by the City Council of the City at a meeting held _____, 2018, signed by the Mayor on _____, 2018, and published in the Waterloo-Cedar Falls Courier on _____, 2018.

City Clerk, City of Cedar Falls, State of Iowa

(SEAL)

01484032-1\10283-158

Prepared By: Matthew Tolan, 220 Clay Street, Cedar Falls, IA 50613, Phone: (319) 273-8600

ORDINANCE NO. 2927

AN ORDINANCE ESTABLISHING THE ENUMERATED SPEED LIMIT AS 35 MILES PER HOUR ON GREENHILL ROAD FROM HUDSON ROAD WEST TO WEST TWENTY SEVENTH STREET IN SUBSECTION 26-207(7) OF DIVISION 5, SPEED, OF ARTICLE III, OPERATION, OF CHAPTER 26, TRAFFIC AND MOTOR VEHICLES, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA.

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

Section 1. Subsection 7, Thirty-five miles per hour, of Section 26-207, Speed limits enumerated, of Division 5, Speed, of Article III, Operation, of Chapter 26, Traffic and Motor Vehicles, is hereby amended by adding the following unnumbered paragraph:

Greenhill Road, from Hudson Road west and north to West 27th Street.

INTRODUCED: _____ May 21, 2018

PASSED 1st CONSIDERATION: _____ May 21, 2018

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: May 22, 2018
SUBJECT: Appointments/Reappointments

I am recommending the following appointments and reappointments:

Name:	Board/Commission:	Term Ending:
MaraBeth Soneson	Utilities Board of Trustees (reappointment)	08/31/2024

**CITY OF CEDAR FALLS, IOWA
APPLICATION FOR APPOINTMENT TO BOARDS AND COMMISSIONS**

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

Name: MaraBeth K Soneson Gender: F Date: April 9, 2018
 First MI Last
 Home Address: 2204 Sunnyside Drive, Cedar Falls IA 50613 Phone: (319) 290-7733
 Work Address: 2204 Sunnyside Drive, Cedar Falls, IA 50613 Phone: (319) 290-7733
 Email Address: msoneson@gmail.com Cell: (319) 290-7733
 Employer: Acorn Advisors Marketing Position/Occupation: Principal
 If Cedar Falls resident, length of residency: 27.5 Years Ward: 5
NOMINEE FOR: Cedar Falls Utilities' Board of Trustees Board/Commission

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

(See attached resume). Board of Trustees, Cedar Falls Utilities 2012 – 2018; Board of Directors, First National Bank 2017 – present; Co-Chair Healthier Cedar Falls Task Force/Blue Zones Project 2012 – 2016; Mayor's Outstanding Volunteer Award 2014; CF 2020 Strategic Plan Monitoring Committee; CF Comprehensive Plan Committee; CF 2020 Strategic Plan Task Force; Executive Director of Community Main Street 2009 – 2011; Member CF Rotary Club; Board of Directors (Secretary), Control-o-fax Corporation 1995 – 1998; Governor Appointee, State of Iowa CHMIS 1994-1997, Board Secretary 1995 - 1997); Boy Scouts; CF Farmer's Market Board.

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

(See attached resume). Extensive senior executive experience in different types of businesses, both profit and non-profit, and public and private entities. These experiences provided in-depth development of multiple skill sets including Executive P&L responsibilities, Production & Operations, Sales & Marketing, and Human Resource Management. Skilled in project/team development, advanced skills in information technologies, a "quick study" with new information.

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

I believe that it's important to give back to the community, and am in a position to do so. I believe that CFU has been, and will be, a critical piece of Cedar Falls' overall success. Energy and the provision of essential utilities is a quickly moving subject going forward. I believe my business experiences and proven abilities would be an asset to CFU's continued success. My extensive background in IT, manufacturing and production, and Six Sigma would be valuable in providing oversight across all four utility areas. Serving on the CFU Board for the past six years has provided me with a mature, in-depth knowledge of utility operation and a contextual understanding of the challenges confronting CFU in both the short-term and long-term.

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.

I do not believe that any conflict of interest exists with my current employment or other volunteer responsibilities other than my position as a Board Director with First National Bank where in the past CFU has obtained capital funding; however, no current CFU funding exists with First National Bank.

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

Item G.1.a.

CEDAR FALLS UTILITIES BOARD OF TRUSTEES Nominee's Questionnaire

1. Why would you like to serve on the Cedar Falls Utilities Board of Trustees?

It's been my honor to serve on CFU's Board of Trustees for the past six years. During this time, the work of the Board and Staff has yielded several accomplishments. A few stand out: (1) the implementation of the Simple Solar project, (2) the development of the expanded Communications Utility, (3) progress in the Overhead-to-Underground project for increased reliability and futurity, and (4) investment in utility infrastructure (e.g., new substation, new border station) throughout the city supporting growth and long-term system viability. These major projects have been accomplished while maintaining some of the lowest utility rates in the state. I believe that the innovative and prudent direction of the Utilities, as well as the current sound financial profile is an excellent asset for the Cedar Falls community.

I am interested in continuing service as a Trustee on behalf of the citizens of Cedar Falls with the various business and leadership skills I've developed through my career. The energy industry is an interesting and challenging period. For CFU to successfully navigate the emerging changes, interested and involved citizens will be required to be a part of the CFU Board of Trustees. I feel that I have the interest, the skills, and the time to contribute to this important organization, and in that way contribute to the overall well being of the community in a tangible way.

2. What are your views on the importance of energy conservation?

Energy conservation is fundamental Iowa value that serves all of us well. Significant opportunities exist for saving energy resources and realizing energy cost savings through reasonable conservation actions – we often call it our “third energy plant.” Energy conservation directly impacts CFU and its customers by reducing immediate fuel costs, delaying capital investments, and assisting in maintaining competitive rates. To date, CFU has undertaken an effective campaign of education and services around the topic of conservation. I would look for continued leadership by CFU in this area, and ongoing success in managing overall energy resources through effective stewardship that includes strong conservation education, and the application of innovative, energy efficiency programs.

3. The Cedar Falls Utilities is owned by the City of Cedar Falls. What are your views on transferring funds from the Utilities to the City equal to the amount of fees charged to private utilities for property taxes, franchise fees, use of right-of-way and dividends typically paid to governments or stock holders of the private utility?

It is reasonable and appropriate that the financials of CFU and energy rates reflect the true cost of operating a utility company including property taxes, franchise fees, right-of-way and dividends, and be reflected in payments to the City of Cedar Falls as the owner. Such a transfer reflects the notion that the city not be disadvantaged by a municipally owned utility. The relationship between the City and the Utilities serves as a key advantage for both entities. The citizens of Cedar Falls function as both utility stockholders and “stakeholders” in the City of Cedar Falls – the motives and constituencies of both the Utilities and the City are aligned through common ownership – it's an important local advantage that does not exist with independently owned, for-profit utilities.

4. CFU competes directly against private sector utilities and communications companies. What are your views on the governmental entities competing against private corporations?

In my view, as long as all of the costs of operating a municipally owned and operated utility are identified, reported upon, and not subsidized, a citizen-owned service may compete with private sector utilities without a problem. To date, CFU has competed effectively and to the benefit of the citizens of Cedar Falls – a local answer to local needs. The competition that CFU provides the private sector is quite valuable in keeping the private sector competitive and “on its toes.” The converse also remains true -- the private sector with its own distinct advantages provides a good standard with which to compete as a municipal utility.

5. Environmental issues are of constant concern to utilities. Do you have a position on the role of a publicly held utility protecting the environment from the byproducts of energy production?

I believe that all providers of energy services have a responsibility to be good stewards of resources, those that are used in the direct provision of energy services, and those that form the context for the sustainable provision of energy services. It is important that the full cost of energy services, including environmental impact, be identified and accounted for by all energy providers. CFU, as a locally owned utility, is in a particularly good position to educate and gain the support of its citizen/stakeholders on the environmental impact of services, and adjust policy and operations as needed in order to maintain good behaviors of environmental stewardship for the long-term benefit of the community. During the past six years, CFU has (1) implemented the Simple Solar project enabling over 1200 households and businesses to invest in solar energy in a cost effective manner, (2) employed wind energy resources (> 28% of load) through participation in MISO, (3) closed the Leverage Rd coal ash landfill responsibly, and, (4) supported a robust energy efficiency program.

6. CFU Trustees have full operational and fiduciary responsibility managing the four utilities offered. What experience do you have in the areas of personnel management, financial operations, litigation, utility operation, and risk management?

My career and business experience has provided me with significant experience in the management areas noted above. (See attached resume). In the area of personnel management, I have had responsibility for over 325 individuals and operated at the Senior Vice President level for a large division of a publicly traded company. I have had full P&L responsibility in several roles for as much as \$180M in operations. I have been part of various legal proceedings in my employed roles including with civil court disputes, OSHA reviews, and governmental agency compliance. The extent of my utility operations experience, prior to the last six years, was limited to planning emergency utility operations as part of disaster recovery plans for acute hospital operations and core IT services. Risk management experience with defined goals and responsibilities has been part of all of my management responsibilities, but particularly in my work with risk management while working in an acute care hospital, and while serving as the HIPAA Compliance Officer.

7. What are your views on customer service?

CFU has an excellent reputation for customer service. I believe this quality distinguishes the overall operation, and is one that needs to be maintained going forward. Customer service is the public-facing expression of the operation, and reflects the inner workings and the quality of the product it produces. It's said, “Customer service is the window into the soul of a company.” Customer service is not only phone answering abilities, but extends to how solutions are delivered, and the speed at which they are delivered. Good customer service reflects strong planning, effective organization, and successful operations. Customer service exists at all levels of an organization and with every employee. Customer service can only flourish in an organization that knows its business well and is committed to excellence in both the short-term and the long-term.

Item G.1.a.

8. *What role would you play involving and keeping the City informed on utility issues?*

If chosen as a Trustee, my responsibilities would include effective communication with my fellow Trustees and with the General Manager of the Utilities. I have long advocated for open and transparent communications and decision-making both within the utilities, and within the larger community. The Board of Trustees has a collective responsibility to keep the City informed of utility issues on a timely and accurate basis. As well, my background and expertise in information technology issues and my ongoing interest in the energy industry could be of use in educational forums and general energy policy development within the City.

9. *What are your views on utility rates?*

Utility rates need to remain competitive, reflect the full costs of operations, and provide for required future developments with the appropriate accumulation of reserve funds. CFU has been very successful in its performance by providing quality energy services at very competitive rates. The rate structure has provided for both immediate competitiveness, and long-term re-investment in infrastructure and innovation. Both competitive utility rates and forward-leaning services have, and will continue to have, a crucial role in the City of Cedar Falls' overall financial and economic development strength.



Signature

April 9, 2018

Date

2204 Sunnyside Dr
Cedar Falls, IA 50613
April 9, 2018

The Honorable Mayor Brown
City of Cedar Falls
220 Clay Street
Cedar Falls, IA 50613

Mayor Brown,

It has been my honor to serve as a Trustee on the Cedar Falls Board of Utilities for the past six years. The business enjoys a high degree of trust and loyalty from the customers it serves, and provides services at a high level of quality, reliability, and value. It has been a privilege to be part of the strategic and oversight functions for this important Cedar Falls organization.

Today, I'm submitting my application, for your consideration, to continue as a CFU Trustee for a second term. Enclosed please find two documents: (1) the CFU Trustee Application, and (2) my résumé.

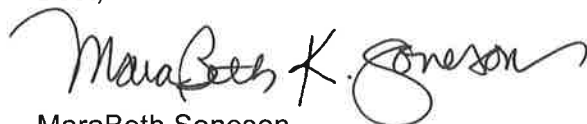
During my tenure as a trustee, I believe that I have devoted the time, curiosity, and energy necessary to fulfill my commitment. Please know that I remain interested and committed to the task into the future.

My application offers the advantage of continuity during a unique period of time when the entire senior management level at CFU has turned over, and all trustees, but one, are newer to the organization.

As you review the application materials, please let me know of any questions you might have along the way. As well, I would welcome the chance to discuss, in person, the present opportunity.

Thank you for your consideration.

Best,



MaraBeth Soneson
msoneson@gmail.com
(319) 290-7733

Item G.1.a.

MARABETH K. SONESON

2204 Sunnyside Drive
Cedar Falls, IA 50613

cell: 319-290-7733
msoneson@gmail.com

EXECUTIVE SUMMARY:

Accomplished senior executive with a broad range of skills and demonstrated career success. Experienced in the strategic development of programs and their effective implementation. Adept in formulating business plans and managing fiscal responsibilities. Proficient in fostering team growth and leading senior management teams. Skilled in coordinating and communicating with diverse constituencies. Fluent in technological tools and operational management methods.

PROFESSIONAL EXPERIENCE:

Principal, Acorn Advisors Marketing **2005 – present**

Researched, developed, and launched a successful business in the delivery of electronic marketing strategies for small businesses. The unique co-op model brings advanced target marketing to businesses that would otherwise not be able to access higher-end digital tools.

- Researched and documented the market and product information leading to a successful business model. Achieved profitability within the first twelve months.
- Developed product offering, marketing strategy, and consultative sales approach leading to a successful national client base across 22 states and Canada.
- Directed technical resources, independent contractors, and customer relationship management in the successful delivery of services.

Executive Director, Cedar Falls Community Main Street **2009 – 2011**

Organized and implemented actions for this community-based non-profit that furthered the economic revitalization of the district in the context of historic preservation.

- Successfully achieved multiple grant funding sources for key projects in the district.
- Applied and achieved the Distinctive Destination national award for the district.
- Initiated and implemented the Cedar Falls Historic Preservation Commission
- Coordinated multiple community events to support the district and the organization's mission.

Vice President, Sales & Marketing – WebMD - ExpressBill/Emdeon Div. **2004 – 2005**

Directed sales and marketing operations for this division with responsibility for \$180M in annual revenue. Responsible for sales to major corporate accounts.

- Successfully developed, marketed, and launched two new major product extensions ensuring continued relevance and market leadership including online e-commerce tools.
- Formed a new team focused on large, national sales targets; upgraded approach to a consultative method for approaching this elite audience.
- Developed marketing and sales operations team to include technical resources, legal counsel, and upgraded forecasting processes.

Vice President, Strategic Planning & Bus. Dev. – WebMD – ExpressBill Div. **2002 – 2004**

Architected future directions of the business; integrated proposed services within ExpressBill and other WebMD units; researched, analyzed and synthesized strategic opportunities for the business.

- Researched and designed a comprehensive plan for modernizing the business that allowed for a 40% reduction in product costs while significantly upgrading the quality and integrity of the product while achieving a 15%+ IRR.
- Directed the implementation of all HIPAA requirements throughout the business providing for full and ongoing compliance with regulatory standards and timeframes.
- Coordinated large revenue opportunities including design of services, negotiations, and ongoing contract management.
- Provided evaluations and integration strategies for acquisitions, mergers and divestitures.

MaraBeth K. Soneson

Vice President, Production – WebMD - ExpressBill Div. 2001 – 2002

Directed all production and manufacturing aspects of the three ExpressBill national facilities encompassing over 1.5 million transactions per day in two print-and-mail operations producing \$150M in goods annually, and in one printing facility producing \$11M in goods annually.

- Researched new sources for major product materials; negotiated contracts that combined produced annual savings of \$1.1M.
- Restructured operations resulting in \$1.4M in cost reductions and \$0.7M in cost avoidance.
- Directed manufacturing operations encompassing over 325 personnel including upgrading of safety practices, establishing career path structures, and commensurate salary restructuring.

Vice President/General Manager – WebMD - Control-o-fax 1998 – 2001

Full P&L responsibility for this \$11M healthcare services facility. Integrated company-wide support services to this location centralizing over \$2M in printing services

- Increased revenue by 12% while restructuring operations from a loss to profitable position.
- Successfully converted electronic billing services to other WebMD service units.
- Directed the complete overhaul of information systems by installing an enterprise resource application automating all manufacturing and administrative functions.

Director, EDI Statement Services – Control-o-fax Corporation, Waterloo, IA 1996 – 1998

Designed, implemented, and directed all aspects of the electronically based, print-and-mail services provided for the healthcare industry.

- Designed and launched this new data services product within the existing printing business. Grew the business to 3 million transactions per month, 1000+ clients in less than 24 months.
- Directed technology staff in the development of processing systems and the customer service staff in the management of a rapidly developing client base.

Manager, Computer Systems and Services – Control-o-fax Corporation 1994 – 1996

Manager, Product Performance – Control-o-fax Corporation 1993 – 1994

- Responsible for the technological development and customer service operations or five software products targeted for the healthcare market.
- Managed technology and customer services supporting 1-800 help lines for 1000+ clients.
- Responsible for product design, testing and quality assurance of all software offerings.

Systems Consultant – Systems Design, Singapore 1991 – 1993

- Consulted in the product evaluation and subsequent implementation of hospital-wide information systems for two hospitals in Singapore.

Financial Systems Manager – Mt. Auburn Hospital, Cambridge, MA 1989 – 1991

- Responsible for all financial information systems including General Ledger, Patient Accounting, Accounts Payable, Payroll, Human Resources, Budgeting and Decision Support.
- Researched, evaluated, and implemented a hospital-wide information system installation worth more than \$7M. Initiated many “early-adapter” applications for this Harvard-teaching hospital that put it in the foreground of hospital information management implementations.

OTHER POSITIONS HELD:

Budget Manager – Mt. Auburn Hospital, Cambridge, MA 1987 – 1989

Administrative Manager – Mt. Auburn Hospital, Cambridge, MA 1980 – 1987

Unit Manager – Mt. Auburn Hospital, Cambridge, MA 1978 – 1980

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MaraBeth K. Soneson

OTHER EXPERIENCE:

- **Trustee, Cedar Falls Utilities Board** 2012 – present; Chair 2013 - 2014; 2017 - present
- **Director, Board of Directors, First National Bank** 2017 - present
- **Volunteer, Co-Chair, Healthier Cedar Falls Task Force/Blue Zones** 2010 – 2016
- **Mayor's Outstanding Volunteer Award, Cedar Falls**, 2014, Volunteer Center of the CV
- **Member, Cedar Falls Development Group** (Old Post Office)
- **Member, Cedar Falls Historical Society**
- **Member, Cedar Trails Partnership**
- **Member, Friends of Community Main Street**
- **Member, Friends of Hartman Reserve**
- **Volunteer, Cedar Falls, 2020 Strategic Plan Committee Member; Monitoring Committee**
- **Volunteer, Cedar Falls, 2010 Comprehensive Planning Steering Committee Member**
- **Cedar Falls Rotary Club Member** 2009 – present.
- **Governor Appointee, State of Iowa, to CHMIS** (Community Health Management Information Systems); Board of Directors 1994 – 1997; Secretary/Treasurer, 1995 – 1997.
- **Board of Directors**, Control-o-fax Corporation 1995 – 1998; Secretary, 1995 – 1998.
- **Board of Directors**, International Fellowship House, Boston, 1986 – 1991.

EDUCATION:

- **Bachelor of Arts, magna cum laude** – North Park University, 1976, Chicago, IL.
Double major: Natural Sciences and Psychology; Minors: Math/Statistics, Chemistry.
- **Business Administration, Coursework** – University of Northern Iowa, 1992-1993.
- **Six Sigma**, Green Belt Trained, 2002.

UTILITY INDUSTRY EDUCATION:

2012:

American Public Power Conference Jun 2012

Seminar: Strategic Planning for Utility Boards and City Councils – Jul 2012

Seminar: Performance Monitoring and Accountability for Public Power Boards – Aug 2012

2013:

Seminar: How Public Power is Governed: Structures and Authorities of Utility Boards – Jan 2013

Seminar: Assessing the Future of Public Power's Business Model – Jan 2013

Seminar: Duties, Responsibility & Legal Obligations of Public Power Governing Boards – Mar 2013

Seminar: Strategic Issues Facing Public Power Governing Boards – Apr 2013

Seminar: APPA's Legislative Agenda and How You Can Get Involved – Apr 2013

Seminar: Overview of Utility Financial Operations for Board and Council Member – May 2013

Seminar: Ratemaking for Boards and City Councils – Jun 2013

American Public Power Conference Jun 2013

- Seminar: Preserving Public Power's Business Model: Policy Issues for Utility Boards and City Councils
- Seminar: Understanding the Latest Environmental Regulations for Generation
- Seminar: Smart Meters & Customer Engagement
- Seminar: Ten Great Ideas for Great Customer Service

2014:

American Public Power Conference Jun 2014

- Seminar: Gas and Electricity Interdependence Planning
- Seminar: Gas-Electric Market Synchronization (GEMS)
- Seminar: Taking a Fresh Look at Energy Efficiency
- Seminar: Big Data: Boon or Bust for Your Cyber Security Efforts
- Seminar: New Source Performance Standards for Carbon Dioxide Emissions
- Seminar: Carbon Neutrality in Palo Alto
- Seminar: Managing the Impacts of Distributed Generation

Seminar: Rate Structures to Promote Financial Stability or Energy Conservation – Aug 2014

Iowa Association of Municipal Utilities – Oct 2014

UTILITY INDUSTRY EDUCATION, continued**2015:**

American Public Power Conference Jun 2015

- Seminar: New Trends in Energy Efficiency
- Seminar: Environmental Update
- Seminar: Foresight 2020: The Ten Trends Transforming Tomorrow
- Seminar: Energy Myths and Realities
- Seminar: EPA'S Clean Power Plan (Section 111(d))
- Seminar: Public Power Energy Efficiency Programs and Compliance with 111(d)
- Seminar: Public Power Forward: What's Next for the Electric Utility Industry and How Public Power Can Prepare for the Future

2016:

American Public Power Conference Jun 2016

- Seminar: What's Coming Next? Prediction of Turbulence
- Seminar: The Value of the Sun
- Seminar: Tap into the Power of an Innovation Network
- Seminar: Common Characteristics for Future Scenarios
The New Normal: Leadership and Preparedness for Our Times
- Seminar: Energy Efficiency for Tomorrow's Customers
- Seminar: Cyber Security - Operational Context

2017:

Seminar: Communicating the Public Power Advantage – Feb 2017

Seminar: Public Power Governance Structures, Accountabilities and Processes – Mar 17

Seminar: Key Financial Targets for Financial Decisions Makers – Apr 17

Seminar: Strategic Planning for Long-Term Effectiveness – May 17

American Public Power Conference - Jun 2017

- Understanding Electricity Markets and Their Impacts
- The Emerging Modern Grid Means New Business Models for Public Power Systems
- Community Storage: Traditional and Untraditional
- What If The U.S. Becomes Energy Independent
- Globalization in an Era of "Vertical" Integration
- Our Energy Future : Integrated Energy Network
- Social Media for Leaders: Making an Impact
- Partnerships for a Sustainable Future

Seminar: Public Power Governing Board Accountability – Jul 2017

Seminar: Board Driven Performance Evaluation – Jul 2017

2018:

Seminar: Communicating the Public Power Advantage – Jan 2018

Seminar: Understanding Board Roles and Responsibilities – Feb 2018

Seminar: Know Your Statutory and Fiduciary Duties – Mar 2018

Seminar: Support Long-Term Fiscal Fitness – Apr 2018

COMMITTEE OF THE WHOLE

City Hall – Council Chambers

May 21, 2018

The Committee of the Whole met in the Council Chambers at 6:00 p.m. on May 21, 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, MaraBeth Soneson and other members of the community attended.

Mayor Brown called the meeting to order and introduced the first item on the agenda of Utilities Board of Trustee Interview – MaraBeth Soneson. Mayor Brown stated the administrative interview of Ms. Soneson was held on April 19, 2018. Ms. Soneson stated this is a reappointment and she has served six years. She answered questions with regards to solar energy expansion and overhead to underground utilities.

Mayor Brown introduced the second item on the agenda Visitor and Tourism Initiatives/Updates. Kim Manning, Visitor & Tourism/Cultural Program Manager, stated this is the 30th anniversary of Visitor and Tourism and, in 2000, it became a city division. She reviewed the revenues and expenditures over the past 10 years. She stated they continue partnerships with other entities and strongly use a network of volunteers. Ms. Manning stated they did a re-branding with ZLR Ignition; We Know How To Weekend. She said they use social media and internet to advertise as well as visitor guides. She stated they provide \$70,000 in grant funding annually. Ms. Manning said the V&T Center is open 362 days a year thanks to volunteers and said in addition to herself there are four permanent part-time employees and usually one intern from the university. A brief discussion was held.

Mayor Brown introduced the third item on the agenda Speed Limit on South Main Street – University Avenue to Greenhill Road. Chase Schrage, CIP Projects Supervisor, reviewed the history of the corridor and the posted speed limits. He stated the speed limit from Greenhill Road to 12th Street is 35 mph, except the from University Avenue to Orchard Drive is 30 mph and then from 12th Street to 6th Street is 25 mph. He said this corridor was reviewed during the construction of the Aquatic Center in 2005 and the limit was lowered at that time due to additional pedestrian traffic. He stated there were traffic studies done in 2010 and 2014 which had the 85% at 37 mph and 36 mph respectively. He said the 85% is the speed used in engineering studies and the majority of drivers feel is a safe traveling speed for the roadway. He stated staff recommendation is to keep the speed limit at 30 mph from University Avenue to Orchard Drive. Mayor Brown opened it up for discussion. Mr. Schrage stated drivers will drive approximately 5 mph over the posted speed limit. Curt Olson, 3707 S. Main Street, said he would like to see a better police presence especially during peak times during the day. Rosemary Beach, 5018 Sage Road, would like the speed limit the same from the Western Home Community to University Avenue at 35 mph. Mike Halverson, 3627 S. Main Street, would like the speed limit along S. Main Street to be 30 mph. Jeff Olson, Public Safety Services Director/Police Chief, stated the speed trailers do not do a traffic count or issue tickets, it will just inform drivers of their speed and what the posted speed is. He also

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stated there are only a few spots they can park to patrol the roadway. Officers will do more patrolling and the radar trailer will be placed on South Main.

Mayor Brown introduced the final item on the agenda bills and payroll. Rob Green moved to approve the bills as presented and Daryl Kruse seconded the motion. The motion carried unanimously.

There being no further discussion Mayor Brown adjourned the meeting at 6:40 p.m.

Minutes by Lisa Roeding, Controller/City Treasurer

CITY COUNCIL WORK SESSION

Cedar Falls Public Works Facility Conference Room

May 14, 2018

The City Council held a special work session in the Cedar Falls Public Works Facility Conference Room at 5:03 p.m. on May 14, 2018, with the following persons in attendance: Mayor Jim Brown, Tom Blanford, Frank Darrah, Mark Miller, Rob Green, Daryl Kruse, and David Wieland. Staff members attended from all City Departments, including City Attorney Rogers. Nathan Overberg and Kristine Stone from Ahlers and Cooney and Tom Nelson with the Waterloo Courier attended.

Mayor Brown called the meeting to order and introduced the first item on the agenda, Ex Parte Communication. Mayor Brown opened the discussion on proper legal notice of these council work sessions. He stated this meeting was posted on the City Hall television board on Friday, the same 24 hour notice as a regular meeting. Rob Green commented it should be on the City website and calendar as a governmental meeting. Mayor Brown stated a 24 hour notice with a tentative agenda with the time, date and location is necessary. Council members discussed these are work session, for problem solving and don't want to have the work session hi-jacked for any reason. They also discussed the lack of attendance at the Committee of the Whole meetings and stated work sessions should remain untelevised. Mayor Brown gathered from the council discussion that the council work sessions will be posted on the city website and calendar as well as the City Hall notice on the television board.

Mayor Brown introduced Nathan Overberg and Kristine Stone from Ahlers and Cooney. Ms. Stone reviewed through a PowerPoint presentation the City of Cedar Falls governance structure; elected Mayor and City Council and appointed City Administrator; and each body's roles. Based on City code, Cedar Falls has established a framework by which the City Council will set policies and the City Administrator and/or Mayor shall implement those policies. Ms. Stone stated a council member is a member of a governing body and should make decisions as a whole.

Ms. Stone reviewed the definition of conflict of interest. She reviewed Iowa Code Chapter 362 and Chapter 68B. She reviewed a few court cases and examples when a conflict of interest may apply. She explained per city policy an annual declaration of compliance is required and said when in doubt the potential conflict should be disclosed and do not take action on the matter.

Ms. Stone reviewed ex parte communication and stated it is due process, which requires fundamental fairness in a judicial proceeding guaranteed by the United States and Iowa Constitutions. She stated due process applies in situations where a city council is performing a quasi-judicial function, such as proceedings of a public hearing, rezoning matters, license revocations, nuisance abatement and any and all appeals. Ms. Stone stated ex parte communications can lead to one party being heard more than the other or lead to partial decision maker. She stated the council should receive the information on a topic from City Staff and not conduct their own investigation on the topic.

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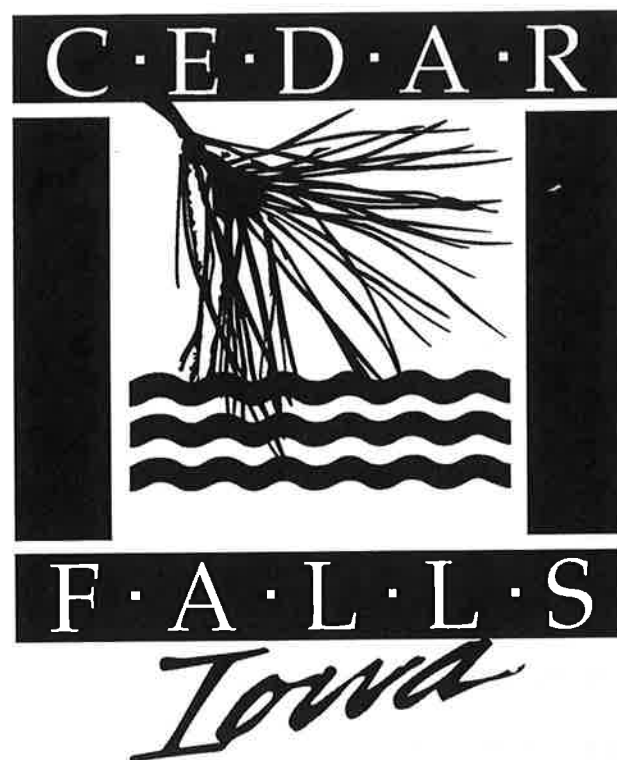
Mayor Brown opened it up for discussion. Council members discussed receiving questions, concerns and information from constituents. City Attorney Kevin Rogers stated they need to forward to City Staff and need to notify the constituent they are decision maker on this and they should bring their concerns to the public hearing or council meeting. Council also discussed their understanding of the whole governing body considering the same facts, and relying on city staff reports and information. City Administrator Ron Gaines stated this same training session will be given with the Board of Adjustment and Planning & Zoning Commission, and it may be televised. Mr. Overberg stated council members should not conduct their own research in addition to the staff report. He stated if there is a concern of a conflict of interest, they should review this with the City Attorney.

There being no further discussion, David Wieland motioned to adjourn and Frank Darrah seconded the motion. The motion carried unanimously. Mayor Brown adjourned the meeting at 6:43 p.m.

Minutes by Lisa Roeding, Controller/City Treasurer

CITY OF CEDAR FALLS

DEPARTMENTAL MONTHLY REPORTS



April 2018

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**FINANCIAL SERVICES
April 2018**

Financial Reports

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

Cash Management

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

Treasury

Financial Services is responsible for maintaining accounting and cashflow as it relates to the city treasury, monitoring securities held by the City Treasurer and investing idle cash to provide safe investments while maximizing interest earnings. Currently, the City has \$97,899,500 invested in CD's and \$11,100,000 in a liquid money market.

<u>Investments</u>	<u>Transactions</u>	<u>Amount</u>
CD's Matured	2	\$8,000,000.00
CD's Purchased	2	\$8,000,000.00
PFMM Deposit	1	5,000,000.00
PFMM Withdrawal	0	0.00
CD/Investment Interest		\$165,761.65

FY18 Budget

We received Departmental amendments to the FY18 Budget from each department in April. The certification resolution was published April 20, 2018 and the public hearing is set for May 7, 2018.

Inventory

The process for updating Inventory for all departments were started. On-site inventory checks were performed in April and will continue in May.

Federal Grant Programs

We continued to monitor all federal grant accounts to ensure compliance with federal regulations. The quarterly Federal Cash Transaction Report for the block grant fund was timely filed as required by HUD. The monthly Electronic Data Collection for Section 8 Housing Voucher Program was filed timely as required by HUD.

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Miscellaneous Financial Activities

1. We continued to monitor the grant accounts for all departments to ensure that expenditures do not exceed revenues for each grant.
2. The Special Assessment Receivables were updated.
3. The semi-monthly sales tax reports were filed in a timely manner.
4. All payroll reports were filed as required by the various oversight units, such as the IRS, Social Security Administration, IPERS and the State of Iowa. For April, 30 payroll checks and 687 direct deposits were processed.
5. Capital asset additions were monitored during the month.
6. Accounts receivable were processed and 253 invoices were mailed out to customers.
7. 1,333 transactions for accounts payable were processed and approved by the City Council for payment and 468 checks were mailed out to vendors.
8. Continued to provide bookkeeping support to the Cedar Falls Community Foundation.
9. Staff continues to work on recordkeeping of flood related to the 2016 Flood event which started September 21, 2016.
10. Continued to provide bookkeeping support to the Sturgis Falls.

Benefits & Compensation Activities

1. Staff met with Wellmark and Gallagher Benefit Services to receive initial FY19 health plan renewal information and related documents. Final documents were received and processed following the meeting. Health open enrollment materials will be distributed in May.
2. Long-term disability and life/AD&D group insurance renewals and a long-term disability amendment were tracked for Council processing prior to July 1, 2018.
3. Based on dental plan survey results, staff prepared open enrollment materials to distribute early May. If 30% of the City's full-time employees enroll, the City will implement dental coverage for July 1, 2018.
4. Preparations and communications for wellness challenge #6, Hit Your Stride, were finalized with Wellmark for the May 7th challenge start date. As a kick-off, wellness bowls with water and healthy snacks were placed at worksites. The Committee intends to fill the bowls periodically as part of wellness programming. The Wellness Committee met with Covenant representatives to discuss wellness services and will release a wellness survey early May to request feedback for FY19 challenges and rewards.
5. Medical leaves and return-to-work releases continued to be coordinated with employees, their providers, and Arrowhead Medical Center.
6. Staff worked with the pay plan consultants on employee appeals under the new pay plan study.

Civil Service Commission & Employment Related Activities

1. Follow-up and preparations took place for the March 28th and April 11th and 25th Commission meetings. New commissioner Sue Armbrecht was appointed at the April 2nd Council meeting and began serving at the April 11th meeting.
2. Recruitment, testing preparations, testing, list certification, backgrounds, physicals, new hire meetings, departure processing, or job classification processing took place for the following FT positions: Accountant, Administrative Clerk, Bldg. Inspector, Bldg. Official/Inspection Services Manager, Civil Engineer, Equipment Mechanic, Fire Captain, Maintenance Worker, Public Safety Officer; PT positions: CSO, Engineering Intern, Finance Clerk, Hearst Clerical/Education Ass't., Production Assistant, Transfer Station Laborer, and seasonal positions in the Community Development and Municipal Operations & Programs Departments
3. Staff coordinated with Rec. Center management and Arrowhead Medical Center staff regarding drug screening and results for summer 2018 seasonal staff. Communications was also provided regarding Hearst Center Instructors hired for summer 2018 and thereafter related to completing drug screens.

Miscellaneous Personnel Activities

1. Final performance evaluations were received for review and processing. Staff assisted management with related questions and provided prior year evaluations.

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Finance and Business Operations Information Systems Division Monthly Report April 2018

Software Purchase/Installation/Upgrade Activities

- Software purchases:
 - Rise Vision Digital Signage 1 year subscription was purchased for FBO at City Hall and Visitor Center.
 - A group of 5 Net Motion VPN licenses were purchased for Public Safety Services. 1 of them was configured for our new Car 12 which should be joining the fleet in late May.
- Software installations included:
 - Video Downloader Ultimate was installed on a PC at Rec Center to be used for getting videos for Digital Signage
 - TransSuite software used for monitoring DOT Cameras along HWY 58 construction, was installed to CSO Camera PC.
 - Ilient SysAid (helpdesk) application was installed to 15 PC's
 - Backup and Recovery Media Service (BRMS) was re-initialized on the iSeries following the IBM OS upgrade restoring abilities to run backups and saves.
 - QuickTime was installed, on a checkout laptop, for the Aquatics Supervisor.
 - A software patch was installed to our WatchGuard PD camera server because of a known data loss issue while uploading video, wirelessly.
- Software upgrades included:
 - Allison Pro was updated on one laptop for Vehicle Maintenance
 - Superior HTE financial application was updated to version 9.1.18.1
 - DMS was updated to version 10.010 on DMS server after Superior was updated
 - IBM iSeries OS was upgraded from 7.1 to 7.3 and PTF's applied.
 - Probox and NetcamPC were rebooted updating Group Policy. FTP server was updated with additional storage.

Equipment Purchase/Installation/Upgrade Activities

- Equipment purchases included:
 - Two 55" displays were purchased for digital signage: City Hall FBO and Visitors Center
 - 30 new desktop PC's were purchased for inventory
 - One webcam was purchased for Hearst Center to be used for monthly meetings
- Equipment installations included:

- Two new PC's were configured and deployed to Inspection Services
- One 55" TV was installed in FBO Lobby for Digital Signage
- Falls Aquatics equipment was picked up from storage at Public Works and taken to the Falls. Concessions and Office equipment were setup.
- An Apple TV device was installed and configured for the City Administrator.
- A new laptop was loaded and deployed to the Community Development Planning Manager.
- A new mouse and keyboard were installed at the desk of the Public Safety records clerk.
- An iPad was configured and deployed to the Community Development Planning Manager for meeting agenda downloads.
- A Cellebrite phone extraction PC was loaded and deployed to a Police Investigator.

Project and Assistance Activities

- **New Cable TV Production Truck:**
 - Continued work with Gerling & Associates on vehicle plans for interior design and electrical schematics of new production truck.
 - Worked with Markertek on plans and design for I/O Panel on truck. This is located on the outside panel of the truck and allows the truck to plug into the various venues from that I/O Panel.
 - Met with CFU, Public Work and IT staff to discuss parking/garage options and services needed at the parking site. Decided the old Public Works Bluff Street location will be the best place to park the vehicle. CFU will provide 1Gig service to that location.
- **Digital signage implementation**
 - Purchased two displays for FBO lobby and Visitor's Center
 - Ran cable at the Recreation Center and FBO lobby to install the displays
 - Discovered Max Galaxy digital signage module will not work for Visitor's center and Agenda bulletins.
 - Researched other shareware alternatives and decided to purchase a 1 year subscription to Rise Vision. This was ½ the cost of MaxGalaxy's solution.
 - Went live with the new digital bulletin board in the lobby.
- **Phone System Upgrade**
 - Begin the process of investigating options.
 - Attended demos by mitel and avaya to understand what options we have available to us.
 - Gathered information about current phone lines and fax lines
- **Graphic design projects for the month included:**
 - Hearst Center: Summer brochure, help with John Page postcard

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- Tourism: Pedal Fest materials, Author's Festival invite and program, Sturgis Falls postcard, misc ads, misc printing, truck graphic
- Other: Website ADA updates and general maintenance, digital signage graphics, stickers, signs, and ban log slips for PD, business cards, Wellness challenge materials, misc printing, Rec Center fitness materials and schedules, Veterans Park brochures
- Assistance Activities:
 - HDMI Cabling issues in conference rooms were looked at and continue to be tested looking for resolution with HDMI/Display Port issues.
 - HDMI Cable with a built in repeater/extender was installed in Duke Young room between A/V table top box to wall plate behind TV Cart.
 - New bid lettings were setup on FTP server and groups updated with contractors
 - Met with CAPS student Julian Wind regarding Mobile App
 - Two network data cables were installed at Rec Center between switches and digital signage displays
 - Data cable was run from the server room to city administrator's office and Coax cable was run from Duke Young Room to city administrator's Office.
 - Data cable was run from the server room to FBO Lobby for digital signage display.
 - Data cable was run at Transfer Station from back office to front scale office for 2-way radio that was moved.
 - Multiple digital signage applications were tested in finding an alternative to MaxGalaxy Digital Signage due to quality of text/graphics displayed. Rise Vision proved to be the best alternative for use at City Hall and likely Visitor Center.
 - A PA Amplifier at Public Works that was found to be overly complicated was replaced with another AMP reused from the old Fire Arms Training Simulator (FATS) machine in PD storage.
 - New firewall was installed in City Hall server room. A HP data switch was moved to another rack.
 - The "Request to Speak" function was tested for the electronic voting system. There was interest shown in using this feature during Council Meetings.
 - A network cable was run, at the Transfer Station, in order to move a base radio from the compactor room to the scale room. The cable was then spliced with the main feed coming from the roof.
 - A network cable was run between the City Hall server room and the front lobby for the City Hall digital signage system.
 - Network and coax cable were run to the City Administrator's office for the new TV which was installed there.
 - A network cable was run from the server room to the code enforcement officer's desk because of furniture rearrangement.
 - A new network firewall was purchase, configured and installed. Devices were moved around, in the server room, in order to accommodate this piece of hardware. After the installation, minor bugs were addressed.
 - We continue to monitor the SPAM filter, tagging and retrieving messages as needed to reduce the quantity of unwanted email received.

- We continue to provide support for the City's FTP server, adding folders and managing security as necessary.
- Files and folders were restored from backup as requested by users.
- We continue to provide support for the City's automated door lock systems, adding, deleting and changing user access as needed.
- Laptops and projectors were provided and setup for those needing them for meetings and travel.
- Users were added and removed from the network and employee intranet as required for hires and terminations.
- We continue to provide support for the digital video systems in the patrol cars, body cameras, city facilities, College Hill, Parkade, and covert operations as requested.
- We continue to provide support for the City's web site. News items were posted to the home page. Job openings, cable TV schedules, digital brochures, calendar items, bid opportunities, meeting agendas and minutes were posted as requested. Incoming requests to the request tracker system was monitored and forwarded to the appropriate department as necessary.
- We continue to provide support for the document imaging system, adding categories as requested, maintaining user accounts, maintaining appropriate security and providing backup and redundancy.
- We continue to provide support for the City's telephone system, adding and modifying services as requested

Problem Resolution Activities

- Credit Card machine at Transfer Station was reset resolving pin pad connection issues
- Rec Center Check In machine was rebooted resolving issues connecting to the network for MaxGalaxy access.
- Rise Vision Digital Signage issues with playing live streaming were dealt with through communication and testing with support.
- Issues with imaging the new PC's were encountered and found to be resolved by wiping the preconfigured image and installing Windows 10 Pro from scratch.
- Issues with a user logging into CivicPlus were resolved by clearing internet cache saved passwords and re-logging after a successful expired password change.
- Issues accessing iSeries Navigator for I were resolved by installing Java SE 8 64bit to the iSeries and changing the System Name in I Access Client Solutions from system name to IP address.
- Program issues with Superior > Payroll Period End Processing were resolved by Superior Support after a support call was placed
- CableTV staff worked with Leightronix to fine-tune encoder quality video streaming
- Cable TV staff Worked with Cedar Falls Utilities on plans to rebuild conduit and cable ways at Robinson Dresser Baseball Diamond.

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Equipment Repair Activities

- A new video cable was installed, in a PD squad car, between the front facing camera and the DVR.
- A video card was replaced in the Water Reclamation Control Building SCADA PC, in order to monitor equipment functionality at the plant.
- A USB extension cable was replaced in a PD squad car docking station in order to regain cellular data service.
- Water Rec copier was repaired by Advanced Systems resolving network connectivity

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
- Facilitated Public Access programming for both CFU and Mediacom cable systems.
- Regular production included:
 - Produced 2 Currents shows
 - Tourism
 - Bike/Pedestrian Committee
 - Produced 1 Veterans of the Cedar Valley Show
 - Americans for Independent Living
 - Produced 3 Serving the Valley shows
 - Cedar Valley Sertoma
 - Cedar Valley Nature Trail
 - Northeast Iowa Food Bank
 - Shot and edited 6 videos for the 2018 Business & Industry Award recipients
 - Recorded and Edited the Business & Industry Awards Ceremony
 - Recorded and Broadcast Live the All-City Vocal Music Concert
 - Recorded and Edited the Cedar Valley Character Counts Champions of Character event
 - Recorded 1 Hotline show
 - Hotline Trivia Semifinals
 - Edited 7 promos for Community Main Street's Movies Under the Moon
 - Edited 3 promos for the Sturgis Falls Run: Cedar Falls Booster Club
 - Produced 4 City News shows
 - Produced 2 Arts Overlook shows
 - Aired 4 new Panther Sports Talk shows
 - Continued production on "State Champs: CF Basketball 2018" documentary
 - Continued production on "Cedar Falls Fire Rescue: 150 Years" documentary

- Began planning for short documentary on Daniel Wild, an early potter of Cedar Falls, in conjunction with the Cedar Falls Historic Preservation Commission.
- Began work on two Sturgis Falls Festivals promos.
- City News - Continued weekly news format program “Cedar Falls City News” including the following stories:
 - Cedar Falls Public Safety Active Shooter Training
 - Heroes Among Us: Officer John Zolondek receives award
 - Dry Run Creek Sewer project construction update
 - Karen Smith leaving Cedar Falls Historical Society
 - Cedar Falls Road Construction Update
 - Shingle Grinding
 - Movies Under the Moon preview
 - Household Hazardous Materials Drop-off event preview
 - Business & Industry Awards preview
 - Cedar Falls Road Construction Update
 - Cedar Falls Recycling Options
 - Rec Center Pound Class/Free Week coming up
 - Hartman Reserve Earth Day preview
 - Cedar Falls Road Construction Update
 - Earth Day festivities at Big Woods Lake: Hartman Reserve

Geographical Information Systems (GIS)

- Projects:
 - Coordinated with Kucera International to complete the fly-over for new aerial photography and lidar scan
 - Began reviewing all address information from the US Census Bureau related to the up-coming 2020 local address update requirements
 - Provided technical comments for 4 plats going to tech review
 - Met with Traffic Ops to discuss process and requirements for capturing all signalized intersections in GIS
 - Met with Community Main Street to review mapping and data needs for a downtown streetscape project
 - Met with Community Development staff to discuss HUD requirements to map areas with low-moderate income for potential sidewalk infill projects
 - Provided assistance to public safety for a search and rescue operation in La Porte City
- Web & Database:
 - Added new layers for traffic ops signals
 - Updated industrial park layers to reflect new development
 - Updated all internal web apps to reflect city web site updates
 - Updated storm water web app to reflect user requested changes

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- Added new layer for collecting traffic control features with GPS
- Added 4 new categories for labeling city-wide maps in grayscale
- Converted CAD drawings for P/Z & Council exhibits
- Reviewed and assigned 7 new addresses for upcoming projects
- Updated rental information from Firehouse into SQL
- Updated building permits from LAMA into SQL
- Field work:
 - Collected 51 survey-grade GPS positions on sanitary and storm sewer infrastructure
- Maps:
 - Provided map of housing growth near the Greenhill Rd extension
 - Provided map for downtown streetscape project to CMS
 - Provided map of Tourist Park for a public works project
 - Provided an updated map of Walters Pond for a storm water project
 - Provided an updated map for the Major Thoroughfare plan
 - Provided a series of maps for areas with low-moderate income for a sidewalk infill project
 - Provided a map with as-built locations for the traffic signal at W 4th and Hudson Rd
 - Provided updated maps of in-progress subdivisions for the building dept
 - Provided 174 maps for a search and rescue operations in La Porte City
 - Provided maps for new addresses issued:
 - Hampton Inn Downtown
 - Cedar Valley Gymnastics
 - Kwik Star
 - 214 & 216 N Francis St
 - MU2 Building on State ST
 - 4906 Ironwood Dr
 - Provided map to PW for University Ave street closures
 - Provided maps to PW for refuse and yard waste
 - Provided map to PW for flood response locations

Training and Staff Activities

- City Management training was attended at the Library.
- SOPHOS webinar/meetings were attended to gauge a possible migration from our current enterprise console to control through the cloud.
- A wellness meeting was attended to discuss our next challenge as well as sorting grab and go snacks for different departments
- Safety training was attended in Council Chambers regarding first hand experience with ArcFlash
- Training was given to FBO staff on maintaining digital signage through Rise Vision.
- Webinar was attended for Maas360 Mobile Device Management
- Presented tour of facilities to students and faculty from the Hawkeye Commu-

nity College Digital Mass Media program.

- Attended webinar for CivicClerk agenda & Meeting Management Software
- Attended webinar on Web Content Spring Cleaning

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FINANCE & BUSINESS OPERATIONS LEGAL SERVICES APRIL 2018

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

1. **Traffic Court:**

City Cases Filed: 152 (this number includes both City and State tickets)

Cases Set: 9

Trials Held: 1

2. **Code Enforcement:** Attention to matters involving suspension of tobacco license at B&B West; meetings with City personnel, attendance at hearing, and prepare documents for condemnation of DeKock property at 216 Iowa Street; and attention to alcohol violation at Mulligans.

3. **Miscellaneous:** None.

REPORT FROM KEVIN ROGERS, CITY ATTORNEY

4. **PERSONNEL/HUMAN RESOURCES:**

- a) Consult with City staff on personnel and disciplinary matters; review and revise proposed discipline; review and advise on disciplinary investigations
- b) Attend weekly Human Resource Meetings
- c) Work on Personnel Policy revisions
- d) Advise on various Civil Service Commission matters

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
 - iv. unemployment
 - v. eminent domain
 - vi. permit granting issues
- 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) Attend Jacobson v City of Cedar Falls small claims trial

6. CONTRACTS/AGREEMENTS:

- a) Review, Advise & Drafting-Historical Society Leases
- b) Review, Advise & Drafting-28E Agreement-North Shore Boat Club
- c) Review & Advise on ISG contract
- d) Review & Advise—PI, Inc. (background check vendor)
- e) Review & Advise—28E Agreement, INRCOG
- f) Draft Community Main Street Lease
- g) Review & Advise—various vendor contracts, Library
- h) Review, Advise & Drafting—FN Investments Development Agreement, conveyance documents
- i) Review, Advise & Drafting—Schuerman Construction Development Agreement, conveyance documents
- j) Review & Advise—River Place Development Agreement amendment
- k) Draft Agreement—Atlantic Bottling Company

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

8. ORDINANCES:

- a) Attention to proposed storm water fee ordinance

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 Call the Courier questions
- f) Draft Temporary Construction, Access Agreements
- g) Presentation to Art & Culture Board
- h) Attention to non-confirming use claim
- i) Attention to Child Death Review Team Inquiry
- j) Attention to condemnation issues—West 1st Street
- k) Draft Application for Disposal—Abandoned motor vehicle (Police Department)

REPORT FROM COLLEEN SOLE, PERSONNEL SPECIALIST:

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

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- a) The Risk Management Committee met April 18, 2018. Department Directors, City Attorney, and insurance representatives were in attendance. Workers' Compensation injuries, liability claims, damage to City property, policies, and disciplines were reviewed.
- b) Worked with legal counsel on investigation and documentation for various litigated workers' compensation, property, and liability claims.
- c) Review and edit contracts and certificates of insurance for insurance requirements; working legal counsel and conferring with Arthur J. Gallagher and contractor's agents.
- d) Continue to work with insurance agent and underwriter for Public Entity Insurance renewal
- e) Processing Builder's Risk Insurance for Public Safety Building
- f) Processed Flood Insurance for required facilities
- g) Worked with Alternative Service Concepts in processing claims: worker's compensation, liability, property damage, etc.
- h) Review trails and parks rental agreements and insurance for special events
- i) Closed out O&M Joint Complex (building fire) property claim
- j) Review and submission of Call the Courier question
- k) Attend Work Comp Law Seminar, hosted by Scheldrup & Blades
- l) Safety training provided for all City employees: "Believe in Safety", presented by Brandon Schroeder
- m) Annual Fire Physicals completed

11. Personnel

- a) Work with departments and legal counsel on disciplinary matters
- b) Work with departments and legal counsel on various personnel issues
- c) Process medical billing for pre-employment and post-employment matters
- d) Process unemployment claims
- e) Assist with assembly of 411 Disability submission

12. Human Rights Commission (HRC):

- a) Attended Executive Committee and Commission Meetings on April 16, 2018. Provided staff support to Committees and Commission. Completed planning of Annual Retreat.
- b) Four current active cases; working with ICRC toward completion of claim. Work with citizens submissions to ICRC.
- c) Work with ICRC to review cross-filed claims
- d) Process complaints, provide support to citizen's jurisdictional questions, and provide staff support to Commissioners

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

Public Records Activity

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

City Council adopted three (3) ordinances and forty-six (46) resolutions during the month; staff drafted thirty-two (32) of these resolutions.

Issued the following:

- 8 Business Licenses
- 49 Pet licenses
- 10 Annual "Paw Park" permits
- 5 Cemetery Interment Rights Certificates

Issued the following Parking Permits:

- 67 Monthly Lot
- 1 Annual Lot (prorated)
- 1 Annual Senior
- 0 Monthly Construction
- 4 Daily/Guest
- 1 Annual Dumpster (prorated)

Processed (9) liquor licenses and (3) beer permits.

Recorded (8) documents with the County Recorder.

Responded to (3) requests for public records and (8) requests/concerns received thru the City's on-line Service Request feature.

Reviewed Pay Plan appeals and provided comments for responses.

City Clerk attended the Iowa Municipal Finance Officers Association (IMFOA) Spring Conference in Des Moines.

Implemented an electronic posting board in the City Hall lobby for posting meeting notices.

Staff coordinated and attended the Annual Business & Industry Awards luncheon.

The unemployment rates for the month of March 2018 were 3.2% for the Waterloo-Cedar Falls Metropolitan Area, 2.8% in Iowa and 4.1% in the U.S.

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Document Imaging

- 15 – Employee performance evaluations.
- 38 – Miscellaneous boards, commissions & committees meeting materials.
 - 1 – City Council meeting file. (01/02/2018)
- 79 – City Council Resolutions. (20,926-21,004)
 - 8 – Plans & specifications for completed projects.
 - 3 – Health Trust financial statements.
- 19 – Outside Agency files. (FY15-FY18)
- 29 – Community Development alpha project files.
 - 2 – Planning geographic/project files.
- 419 – Inspection Services building plans.
- Departmental Monthly Reports for March 2018.
- Miscellaneous employee documents.

Parking Enforcement

- 878 – Parking citations issued.
- \$ 9,156.54 – Citations paid.

Parking Collections

- \$ 2,443.00 – Collections from delinquent parking accounts.
- \$ 550.00 – Vehicle immobilizations (11 vehicles).

Updated the Downtown parking map on the city web site to include the newly constructed parking lot in the 100 block of Main Street.

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

Library Activity

Usage Statistics	February 2018	March 2018	March 2017
Customer Count	14,870	18,984	19,917
Circulation	31,416	36,481	39,439
Ebooks, emagazines, and streamed videos	3,809	4,052	4,181
Downloaded music	1,667	1,642	1,852
Reference Service	2,227	2,273	2,290
Items Added	1,495	909	761
Event Attendance	1,323	2,035	1,527
Computer & Wi-fi Usage	3,586	4,221	4,243

Library events in April included the following:

- Friends evening book club discussion, *Remarkable Creatures* by Tracy Chevalier, was April 3.
- Local Authors Showcase on April 4 featured Rick Hartzell, "Finding Your Personal Whistle in a Haystack."
- Teen Nights were held April 6: "Cake-a-Palooza," and April 20, "Slushies and Painting."
- Writers of the Cedar Valley, workshopping on writing-related topics, met April 8.
- A new library discussion program, "Geek Out Together," started on April 9, on the theme of Game of Thrones.
- Trivia Night's feature this month was "80's Pop Culture," April 10.
- "Tomato/ Tomahto – Growing Great Tomatoes" gardening workshop was on April 11.
- "Grow Your Own Pizza or Salsa Garden" gardening workshop was on April 14.
- On April 18, the Library was closed due to ice/snow weather/driving conditions.
- The Oscar-nominated film, "Darkest Hour," was screened on April 20.
- The monthly Board Game Saturday was April 21.
- Friends morning book club discussion group selected titles for the next year, April 24.
- Children's author Rob Buyea was the speaker for Cedar Valley's Youth Read, April 24.
- "Black Gold: Tips for Making your Own Compost" gardening workshop was on April 28.
- Speakers from three faiths spoke about their journeys at an Interfaith Panel, for the Cultural Literacy program this month, on April 30.
- The Youth Department held regular events throughout the month, including storytimes for babies, toddlers and preschool, school visits, and an afterschool program.

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- On April 13 the Library went live with new public photocopiers, introducing color copying and credit, debit or internet payment.

Community Center: In addition to regular weekly events for seniors, such as ceramics, cards, dominos, billiards, functional fitness sessions, and music, the Center also hosted bridge clubs, stamp club, and a device advice, "Tech Terms." RSVP continued for three days per week during tax season, through April 17.

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

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

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

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

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

<i>Project</i>	<i>Description</i>	<i>SWPPP Status</i>	<i>Detention Calcs Status</i>	<i>Developer/ Engineer</i>
924 Viking Road	924 Viking Road	Approved	Approved	Dahlstrom/CGA
Ashley Furniture		Under Construction	Approved	Claassen Engineering
Bethany Bible Church	4507 Rownd Street	Seed Stabilization	Approved	-----
Buckeye Corregated Box	2900 Capital Way	Under Review	Approved	Fehr Graham
College Square Apartments	925 Maplewood Drive	Under Review	Under Review	Confluence
Community Foundation	Greenhill Circle	Approved	Approved	
Community Motors	4617 University Avenue	Under Construction	Approved	Helland Engineering
Greenhill Fountains - Ph. II	Under Construction	Approved	Approved	Hall & Hall
Hanna Park Lot 5		Approved	Approved	Shoff Engineering
Jacobson Parking Areas	411 Clay Street		Approved	Peters Construction
Wayson Chiropractic	4615 Chadwick Road	Under Construction	Approved	
Western Home Community Building		Under Construction	Approved	Claassen Engineering
Willow Falls Addition	Bluegrass Circle	Under Construction	Approved	VJ Engineering Brent Dahlstrom

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

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

\$5,124,
 \$84,178,
 \$6,994,
 \$94,895,

Apr-18

Construction Type	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Single Family New Construction	7	0	\$1,850,309.00	\$14,718.00	84	0	\$19,910,355.00	\$157,005.00
Multi-Family New Construction								
Res Additions and Alterations	109	0	\$947,457.00	\$17,290.00	1476	0	\$15,735,903.00	\$269,988.20
Res Garages	6	0	\$47,170.00	\$986.00	42	0	\$346,266.00	\$7,315.60
Commercial/Industrial New Construction	1	0	\$150,000.00	\$1,416.00	8	0	\$14,734,916.00	\$38,908.00
Commercial/Industrial Additions and Alterations	13	0	\$1,944,325.00	\$12,903.00	106	0	\$24,434,189.00	\$140,327.00
Commercial/Industrial Garages								
Churches	1	0	\$185,700.00	\$1,507.00	6	0	\$376,745.00	\$3,921.00
Institutional, Schools, Public, and Utility					9	0	\$8,457,388.00	\$40,669.00
Agricultural/Vacant								
Plan Review	8	0	\$0.00	\$8,535.00	74	0	\$0.00	\$138,826.00
Total	145	0	\$5,124,961.00	\$57,355.00	1807	0	\$84,178,962.00	\$798,879.80

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

Apr-18

Construction Type	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Electrical	54	0	\$0.00	\$4,128.40	583	0	\$0.00	\$54,664.40
Mechanical	56	0	\$0.00	\$5,070.00	685	0	\$0.00	\$68,720.00
Plumbing	69	0	\$0.00	\$9,632.00	634	0	\$0.00	\$57,436.50
Refrigeration	1	0	\$0.00	\$220.00	8	0	\$0.00	\$1,476.00
Total	180			\$19,050.40	1910			\$182,296.90

Construction Type	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Electrical	2	0	\$0.00	\$300.00	20	0	\$0.00	\$2,400.00
Mechanical	1	0	\$0.00	\$0.00	8	0	\$0.00	\$300.00
Plumbing					7	0	\$0.00	\$450.00
Refrigeration								
Total	3			\$300.00	35			\$3,150.00

Building Totals		145	0	\$5,124,961.00	\$57,355.00	1807	0	\$84,178,962.00	\$798.8
Grand Total	328		0	\$5,124,961.00	\$76,705.40	3752	0	\$84,178,962.00	\$984.31

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PLANNING & COMMUNITY SERVICES DIVISION MONTHLY REPORT April 2018

MONTHLY MEETINGS:

Planning & Zoning Commission – Meetings were held on April 11, 2018 and April 25, 2018. The following items were considered:

<u>Owner/Applicant</u>	<u>Project</u>	<u>Request</u>	<u>Action Taken</u>
Planning and Community Services	Zoning Ordinance Amendments	Mixed use developments and parking	Continue discussion.
Planning and Community Services	Zoning Ordinance Amendments	Central Business District Overlay Amendments	Continue discussion.
Aaron Carolan	College Hill Neighborhood Site Plan Review at 1926 Tremont Street		Approved.
Eagle View Partners	River Place 4 th Addition Preliminary and Final Plat	River Place 4 th Addition Preliminary and Final Plat	Approved.
Planning and Community Services	South Cedar Falls Urban Renewal Plan	Adoption of new South Cedar Falls Urban Renewal Plan	Approved.

Group Rental Committee – Regular meeting was held on April 4, 2018 and April 18, 2018.

<u>Owners</u>	<u>Address</u>	<u>Request</u>	<u>Action Taken</u>
Doug and Emma DeJong	1903 Olive Street	four (4) individuals aged 18 years or older	Approved for two (2) individuals aged 18 years or older
Brent Dahlstrom (CV Properties III LLC)	1915 Olive Street	Increase back to four (4) individuals aged 18 years or older	Recommend stay at three (3) individuals aged 18 years or older
Brent Dahlstrom (CV Properties III LLC)	1918 Olive Street	Increase back to four (4) individuals aged 18 years or older	Recommend stay at three (3) individuals aged 18 years or older
Brent Dahlstrom (CV Properties III LLC)	1924 Olive Street	Increase back to our (4) individuals aged 18 years or older	Recommend stay at three (3) individuals aged 18 years or older

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Brent Dahlstrom (CV Properties III LLC)	1927 Olive Street	Increase back to four (4) individuals aged 18 years or older	Recommend stay at three (3) individuals aged 18 years or older
Devin Degeeter (DT Rentals)	1722 Washington Street	four (4) individuals aged 18 years or older	Approved for two (2) individuals aged 18 years or older
Trevor McCormack (TJ Properties, LLC)	616 W. 10th Street	Increase back to four (4) individuals aged 18 years or older	Recommend increasing to four (4) individuals aged 18 years or older

Board of Rental Housing Appeals – Regular meeting was held on April 9, 2018 and April 23.

Brent Dahlstrom (CV Properties III LLC)	1915 Olive Street	Increase back to four (4) individuals aged 18 years or older	Approved for an occupancy of four (4) individuals aged 18 years or older
Brent Dahlstrom (CV Properties III LLC)	1918 Olive Street	Increase back to four (4) individuals aged 18 years or older	Approved for an occupancy of three (3) individuals aged 18 years or older
Brent Dahlstrom (CV Properties III LLC)	1924 Olive Street	Increase back to our (4) individuals aged 18 years or older	Approved for an occupancy of four (4) individuals aged 18 years or older
Brent Dahlstrom (CV Properties III LLC)	1927 Olive Street	Increase back to four (4) individuals aged 18 years or older	Approved for an occupancy of three (3) individuals aged 18 years or older
Trevor McCormack (TJ Properties, LLC)	616 W. 10th Street	Increase back to four (4) individuals aged 18 years or older	Approved for an occupancy of four (4) individuals aged 18 years or older

Board of Adjustment – No meeting in April.

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Other Commissions, Board Meetings & Staff Liaison Responsibilities:

	Date	Notes/Actions
Historic Preservation Commission	4/11/18	Upcoming and ongoing projects discussed. Consultant selected for Wild District Nomination
Housing Commission	4/10/18	Update on Section 8 Housing, Housing Rehab Grant Program and Add-A-Dollar.
Community Main Street Design Committee	4/20/18	Proposed façade projects reviewed and discussed
Metropolitan Transportation Policy Board	4/12/18	Transportation Technical Committee meeting was held. Reviewed projects for Surface Transportation Block Grant Funds.
MET Transit Board	4/26/18	Approved, summer fixed route youth fare, FY19 budget, TIP and staff reports.
Bike/Pedestrian Advisory Committee	4/3/18	May Bike Month activities, Long Range Transportation Plan, W. 1 st Street pedestrian accommodations
Middle Cedar River Watershed Technical Committee	4/5/18	Quarterly meeting. Approved outreach projects, and By-Laws
Wellness Committee	4/20/18	Planning staff did not attend this meeting.
North Cedar Neighborhood Association	4/9/18	Update on Center St. trail project, for Iowa DOT bidding on May 15 th . Project anticipated start date: mid-June. Construction should be approximately 45 working days. Discussion on revisiting levee for Northern Cedar Falls. US Army Corps of Engineers involved with potential study.
College Hill Partnership	4/19/18	Staff did not attend this meeting.
GCVA Coordination Meeting	4/13/18	Discussion of new joint publication between the Courier and GCVA focusing on talent retention and recruitment and quality of life; reviewed 2018 Employer Workforce Survey Results.

ECONOMIC DEVELOPMENT:

- Continue to prepare/distribute materials for information requests for prospects along with information on available buildings, land, incentives, tax rate comparisons, etc. Scheduled follow up contacts with ongoing prospects were made in April.
- Met with several prospects potentially interested in sites located within both the Northern Cedar Falls Industrial Park and West Viking Road Industrial Park and provided follow up materials.
- Staff started to explore possibilities for expanding the City's industrial parks.

- City Council set public hearing dates on April 2nd for Amendment No. 4 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan, and the South Cedar Falls Urban Renewal Plan.
- City Council set public hearing dates on April 16th for the following economic development projects:
 - CRMS, LLC (Avelina Transport, LLC), a new 10,000+ square foot trucking/transportation facility in the Northern Cedar Falls Industrial Park.
 - FN Investors, LLC, a new 20,600 square foot lab/office facility in the West Viking Road Industrial Park.
 - Schuerman Construction, Inc., a new 10,000 square foot warehouse/office facility in the West Viking Road Industrial Park.

PLANNING SERVICES:

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

Number of Rental Inquiries: 40

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	22	
Incomplete Cases	9	41.0%
Completed Cases	13	59.0%
		100.0%

Description of Issue	Amount
Front and Side Yard Parking	3
Created unapproved parking	1
Garbage container at street curb	3
Overflowing Garbage Container	0
Items at the Street Curb	1
Junk/unlicensed vehicle	5
Illegal Storage of Trash/Materials on Property	5
Property/Building Maintenance	0
Unregistered rental	1
Loud Party	0
Signs in the ROW	1
Animal Control	2
Tall grass and weeds	0
Total	22

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Landlord Accountability Ordinance:

- 7 properties issued warnings.
- 3 property issued citations/points.

OTHER PROJECTS FOR APRIL INCLUDED:

- All 13 properties that are part of the flood buyout program have been purchased by the City. Demolition of all structures has been completed.
- A final paving reminder was sent to the relevant landlords with paving deadlines in May 2018.
- Postcards were sent out to remind relevant landlords of their May 2019 paving deadline.
- W. 1st Street reconstruction project is in the final design phase. The appraisals are underway for the right of way needs on the project.
- The consultant for the Cedar River Recreational Project. Preliminary design sketches and cost estimates have been developed for the in-river and riverbank improvements. The market analysis and economic impact study has been completed. The consultant has made initial contacts with the state and federal agencies for preliminary permitting review. The preliminary design will be completed this spring.
- Staff continues to draft CBD overlay code changes and meet with Community Main Street.
- RFPs for consultants to conduct the Wild District nomination were reviewed at 4/11/18 HPC meeting. A consultant has been selected. Staff is working on a contract to be sent to City Council.
- Staff is working with the HPC to put together a scavenger hunt of the downtown.

CDBG

Programs:

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

Housing Rehabilitation Grants	0 Property under construction 2 Property in pipeline 0 Property complete 4 Applications received
--------------------------------------	---

Emergency Grants	0 Property under construction 0 Property in bidding 1 Property in pipeline 0 Application received
-------------------------	--

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.

- **Add A Dollar**
 - During the month of April, Add a Dollar assisted 18 households at an average of \$277 per household.

SECTION 8

Waiting List	379	HAP Payments	\$88,320.00
New Applications Taken	14	Utility Payments	\$ 1,235.00
Units under Contract	201	Admin Fees	\$ 85.52
Lease Up Goal	240**		
New Vouchers Issued	7		
Mover Vouchers Issued	8		
New Admissions	1		

Appointments: 49 Appointments (15 Annual Recertification, 15 Vouchers Issued, 1 New Admission, 16 Interim Income changes, 1 Port-In, 2 Port-Out and 4 Other).

176 citizen and client calls were logged/returned.

HQS Inspections: 26 Inspections were completed (13 bi-annual, 5 initial, 8 re-inspections).

Hearings: None

Other:

- Staff completed online EIV and PIC training.
- Staff attended NAHRO and Housing Pro Client Software Training (4/17 – 4/20)
- In April, 30 applicants were pulled from the top of the waiting list for screening for the Housing Choice Voucher Program.

Item G.1.d.

DEPARTMENT OF COMMUNITY DEVELOPMENT WATER RECLAMATION DIVISION MONTHLY REPORT - APRIL 2018

PLANT OPERATIONS

Plant performance for April was very good. Test results showed parameters of our discharge to be well below permit limits.

This was the first full month of operation for the ultraviolet disinfection season. Disinfection is only required from March 15 through November 15 each year. Tests results showed we easily met our permit limits.

We often give tours to groups from different schools beginning this time of year. We had three groups tour our facility in April.

PROJECTS

The trunk line replacement project along Dry Run Creek has continued through April. The second phase of the project should be completed in the next few weeks. This line runs from East 18th Street to South Main in the area of Orchard Drive.

The roof of the Timber Drive lift station was repaired in April by staff. The old roofing was removed and the existing concrete slab roof was repaired and extended slightly.

SOLIDS DISPOSAL AND RECYCLING

The volume of liquid biosolids cycled out of the system for application to area farm fields was 99,000 gallons. An additional 148,000 gallons were processed through the belt filter press. This compares with 144,000 (liquid) and 171,000 gallons (pressed) in April of 2017.

Crews hauled 8.66 tons of gritty, inorganic solids to the landfill.

SANITARY AND STORM SEWER CALLS AND SERVICE

There were two sewer calls for service from the public. There were two after-hours alarm calls for lift station issues.

Crews cleaned 14,830 feet (2.8 miles) of sanitary sewer lines and televised another 6,460 feet (1.2 miles).

Staff processed 464 requests for utility locates in construction areas for the Iowa One Call system. Only 164 were pertinent and required a sewer line to be located.

TRAINING AND PERSONNEL ISSUES

Staff was involved in Confined Space training in April. This is one area of training we do on an annual basis.

A WRF staff meeting was held on the 10th. Topics included hard hat use and hearing protection as well as a review of our Storm Water Pollution Prevention Plan.

Item G.1.d.

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

PARK

- Performed routine cleanup duties at Paw Park.
- Performed routine restroom stocking and shelter cleanup duties.
- Removed and covered up graffiti along the trail system.
- Performed snowplow and shovel route operations.
- Swept and blew off all of the Recreational Trails.
- Continued with construction of Clay St. Park shelter.
- Worked on dock at Big Woods Lake.
- Salted parking lots and sidewalk during icy weather conditions.
- Repaired damaged trash receptacle on College Hill.
- Cleaned and put away snow equipment for the season.
- Assisted with Arbor Day planting at Clay St. Park.
- Refurbished bench plaque for white's on Utility Parkway.
- Repaired water line at Paw Park.
- Water and irrigation turned on golf course.
- Started turning on all water in city parks and facilities.
- Installed canopies at Visitors Center.
- Collected trash and debris from multiple weekend volunteer cleanup projects.
- Attended confined space training.
- Attended Arc Flash training.

ARBORIST

- Ash Street trees removals. (14 total)
- Other street tree removals. (9 total)
- Some routine tree trimming and hanger removals from multiple locations.
- Tree cleanup and some removals at Pheasant Ridge Golf course.
- Prepared snow equipment.
- Continued transplanting trees to parks from the new Public Safety building location.
- Routine cleaning and maintenance of Arborist equipment.
- Snow removal operations.
- Clean up preparations at Prairie Lakes North for trout fishing derby.
- Brett attended management training.
- Attended Tree City USA banquet.
- Attended confined space training
- Attended Arc Flash training.

CEMETERY STAFF

- Performed regular grave openings/closings and assistance with funerals.
- Performed an infant dis-interment in Greenwood Cemetery.
- Snow removal operations in all three cemeteries.
- Picked up down limbs and one down tree in the cemeteries.
- Started to shuttle equipment back to Greenwood in preparation for summer use.
- Set out all garbage cans in the cemetery.
- Staff power tamped and filled all the winter graves in preparation for sod.
- Staff also filled, seeded, and watered a lot of low spots in the Cemetery.
- Staff did some major dirt work/landscaping by the new road in Fairview Cemetery that was put in last fall.
- Staff also power raked all the loose rock in the grass along the roads caused by snow plow operations.
- Attended Arc Flash training.

GOLF

- Golf equipment inventory was completed and transfer of equipment to golf contractor will take place in April.
- Bids are being taken for fertilizer to be applied in April and May on parks and city property.

Item G.1.d.

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

FOR THE MONTH OF: April Year 2018

Interments:

Greenwood	5
Fairview	
Hillside	2

Disinterment:

	1
--	---

Spaces Sold:

Greenwood	7
Fairview	1
Hillside	

Services:

Cremations	5
Saturday	1
Less than 8 hrs. notice	
After 3:00p.m.	

Receipts:**Prepetual Care**

Greenwood	\$ 1,085.00
Fairview	\$ 155.00
Hillside	
	\$ 1,240.00

Burial Permits	\$ 3,425.00
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Lot Sales	\$ 4,960.00
Marker permits	\$ 325.00
Deed Transfers	\$ 120.00

Total Receipts:

	\$10,070
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**DEPARTMENT OF MUNICIPAL OPERATIONS & PROGRAMS
PUBLIC WORKS/PARKS DIVISION
REFUSE SECTION
MONTHLY REPORT FOR APRIL 2018**

RESIDENTIAL SOLID WASTE COLLECTION

The automated units collected a total of 562.74 tons of solid waste during the month of April. The 125 loads required 328.50 man-hours to complete, equating to 1.71 tons per man-hour. The automated units used 1,201.99 gallons of low sulfur diesel fuel during the month.

PARKS GARBAGE ROUTE

The automated park garbage truck collected a total of 1.30 tons of solid waste during the month of April. The 5 loads required 40.00 man-hours to complete, equating to 0.03 tons per man-hour. The automated unit used 36.54 gallons of low sulfur diesel fuel during the month.

CONTAINER ROUTE

The container route crew collected twenty-one (21) loads of refuse for the month. The containers totaled 26.35 tons and required 120.00 man-hours to complete. This operation yielded 0.22 tons per man-hour. The semi-automated collection totaled 24.09 tons and required 111.00 man-hours to complete. This operation yielded 0.18 tons per man-hour.

The total number of April container dumps was 626. Twenty percent (20.13%) or 126 of these dumps, were for non-revenue bearing accounts.

The container route truck used 210.23 gallons of low sulfur diesel fuel during the month.

LARGE ITEM COLLECTION

Refuse personnel made 82 large item stops during the month and collected 4.81 tons. This required 57.00 man-hours to complete and equates to 0.08 tons per man-hour. Twenty-eight (28) Appliances and Eight (8) Televisions were collected this month.

RESIDENTIAL YARD WASTE COLLECTION

Refuse crews collected 127.49 tons of yard waste curbside this month. The 60 loads required 238.50 man-hours to complete, equating to 0.54 tons per man-hour.

There are currently 7,642 yard waste accounts throughout the city.

4,321 yard waste carts were picked up this month.

The Automated yard waste collection trucks used 489.13 gallons of low sulfur diesel fuel during the month.

Item G.1.d.

TRANSFER STATION SOLID WASTE

The Transfer Station's trucks hauled 61 loads of solid waste to the Black Hawk County Landfill totaling 890.76 tons.

The Transfer Station accepted 275.47 tons of commercial and residential solid waste this month.

248 appliances, 258 tires, 101 television sets, and 62 computer monitors were received at the Transfer Station for the month.

The Transfer Station's trucks used a total of 542.69 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 6.60 tons of commercial and residential yard waste this month.

Refuse crews hauled 130.05 tons of yard waste to the Compost Facility this month.

62 Tree tags were purchased this month.

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

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

Tin (Baled)	2.93 tons
Plastic (non-baled)	
Plastic (Baled)	17.32 tons
Cardboard (non-baled)	
Cardboard (Baled)	58.65 tons
Newspaper/Magazines (non-baled)	
Newspaper/Magazines (Baled)	41.25 tons
Phone Books	
Books/Flyers	
Office Paper	5.97 tons
Plastic Bags	0.63 tons
Styrofoam	0.56 tons
Other Items Recycled for the month	
Appliances	19.05 tons
E-Waste	4.56 tons
Glass	79.58 tons
Scrap Metal	29.12 tons
Shingles	36.26 tons
Tires	3.63 tons

Revenue generated by the Recycling Center for April was \$4,846.30.

UNI RECYCLING SUBSTATION

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

Plastics #1-7	3.35 tons
Cardboard	10.83 tons
Newspaper	6.76 tons
Tin	0.29 tons
Glass	2.49 tons
Plastic Bags	0.00 tons
Office Paper	1.45 tons
Styrofoam	0.19 tons
Total	25.36 tons

FAREWAY RECYCLING SUBSTATION

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

Plastic #1-7	6.76 tons
Cardboard	17.93 tons
Newspaper	9.89 tons
Tin	0.46 tons
Glass	2.54 tons
Total	37.58 tons

GREENHILL VILLAGE RECYCLING SUBSTATION

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

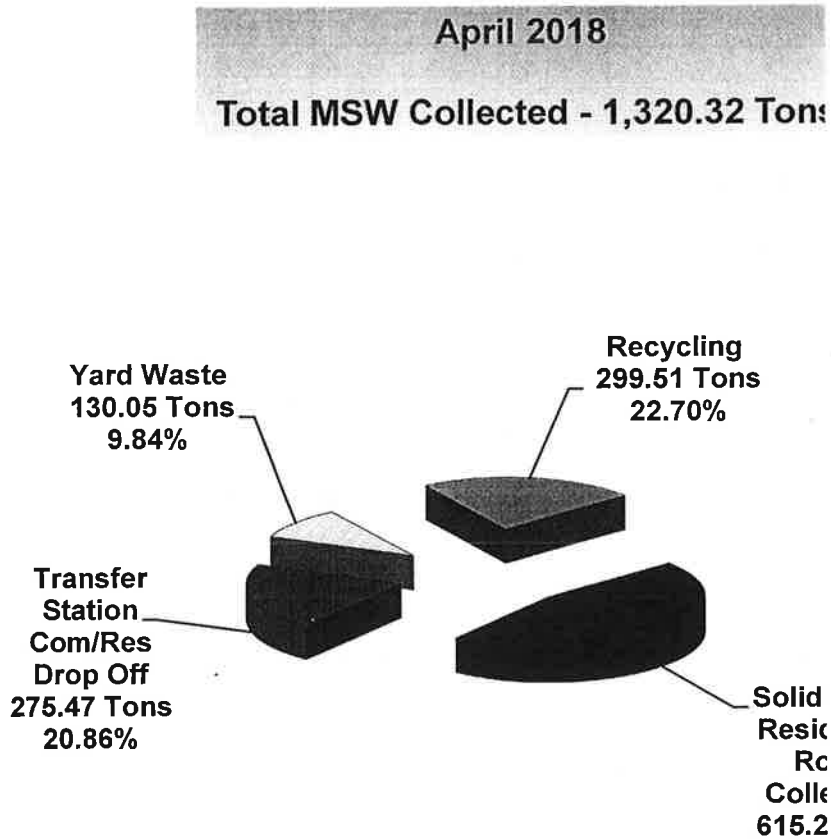
Plastic #1-7:	3.14 tons
Cardboard	13.82 tons
Newspaper	5.90 tons
Office Paper	0.74 tons
Plastic Bags	0.00 tons
Tin	0.12 tons
Glass	1.09 tons
Styrofoam	0.17 tons
Total	24.98 tons

Item G.1.d.

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 1,320.32 tons. The following pie chart is a representation of the Municipal Solid Waste figures for the month of April 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.

Refuse employees had Lockout tag out refresher training this month.

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

COMPOST FACILITY

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

OUTSIDE SECTION ASSISTANCE

- Provided support to the contractor hired to grind roofing shingles.
- Provided assistance in the fleet maintenance facility.
- Assisted with EAB tree removal.
- Assisted with solid waste & recycling operations.

CEDAR RIVER

- The river level was monitored and normal operational procedures were followed during high water levels.
- Warning signage was placed as needed based on rising river levels.
- Cleared flood debris from the roadway and flowage channel on Cottage Row following a high water event.

ICE & SNOW CONTROL

- Continued assorted equipment related winter weather preparation and maintenance activities.
- Forecasts for approaching adverse weather were monitored and preparations made based on the projected severity of the event. Equipment & manpower requirements were established and appropriate actions were initiated for the spring snow and ice events.
- Removed sand barrels from winter locations.
- Removed snow fence from winter locations.
- Ordered and received delivery of 150 tons of road salt.
- Completed mailbox and sod damage repairs.

MISCELLANEOUS TASKS

- Prepared the site of the former Bluff Street lift station for future use.
- Cleared brush & small trees from roadside ditches at various locations.
- Reshaped and armored the bank of the ravine / drainage channel on the dead end of Belle Ave.
- Completed miscellaneous building maintenance tasks at the 2200 Technology Parkway complex

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STREET & ALLEY MAINTENANCE

- Whenever weather conditions were favorable potholes were filled with asphalt coldmix or with the Dura-Patch spray patch machine.
- Alleys & road shoulders were graded as needed during the month.
- Initiated the annual crack routing & crack sealing activities.

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

- One hundred and fifty six traffic control signs were repaired.
- Made four labels for vehicle maintenance.
- Three hundred seventy five, One Call tickets were received. Traffic Operations responded to sixteen tickets. MOP Department office staff completed the status on all tickets on the One Call database.
- Completed significant signal changes to the intersection of Greenhill Rd and Hudson Rd, due to the increased volume of traffic.
- Made signal changes at Hwy 58 and Viking Rd due to construction.
- Installed a radar detection system at Greenhill Rd and S. Main St.
- Repaired vehicle sensors at Greenhill Rd & Hudson Rd.
- Contractor completed replacement of signal heads at Hwy 58 and 18thst.
- Completed 15 minor repairs to different signalized intersections.
- Installed new batteries at the intersection of Greenhill Rd & Hwy 58 as preventative maintenance, to the emergency power system.
- Traffic personnel assisted building maintenance with seven minor tasks.
- Traffic personnel assisted with four snow event operations.
- Delivered building supplies and completed recycling task at City buildings.
- Began annual testing and replacing of malfunction management units, and conflict monitors.
- Installed a manual hand cord for police operation of traffic signals at intersection of Hudson Rd and Greenhill Rd.
- Traffic personnel completed training in; Lock out tag out, confined spaces, storm water awareness, crane rigging and safety, and management training.

Item G.1.d.

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

The Fleet Maintenance Section processed 152 work orders during the month of April. 9 of them were either sent out or done by staff from other sections.

1,004 transactions were recorded through the City's fuel dispensing sites. The usage was as follows:

5,965.199 Gallons of Ethanol

6,734.833 Gallons of low sulfur diesel fuel

The total amount of fuel pumped for the month of April was 12,700.032 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

347: Rebuilt steering linkage and had truck aligned.

267: Replaced MAP and exhaust back pressure sensors; regenerated truck.

236: Replaced transmission filter and fluid; replaced cracked charge air elbow.

246: Replaced MAP and exhaust back pressure sensors; regenerated truck.

262: Replaced alternator and Force America main power solenoid.

293: Replaced broom height sensors and adjusted all of the brooms.

Refuse Section

320: Replaced parking brake can, park brake relay valve and adjusted brakes.

341: Replaced cracked pack panel hydraulic tube.

340: Remanufactured transmission installed at Harrison Truck Center.

351: Replaced packing cylinder hydraulic line.

370: Replaced both drive axle brake shoes, drums, and slack adjusters.

3050: Replaced heating element on Styrofoam Densifier.

Parks/Cemetery/Rec Section

2201: Replaced front brake hardware.

2123: Replaced master cylinder, and adjusted rear brakes.

Aquatic Center pumps: Removed damaged pool pumps and reinstalled them.

Fire Division

FD501: Replaced no-smoke control board.

FD531: Transmission was rebuilt at L&M Transmission.

Station 1 Generator: Replaced coolant heater.

Police Division

PD08: Replaced front brakes and thermostat.

PD11: Completed build on Gator and installed solar panel for maintaining battery voltage.

PD17: Replaced cabin mic for the Watchguard Video system.

PD22: Upfitting was completed at Keltek and we in serviced the car for use.

Community Development

124: Replaced damaged exterior door handle on driver's door.

489 Replaced backing plates with shoes and wheel cylinders included.

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

BEACH HOUSE

- Delivered cleaning supplies.
- Troubleshoot operation of electronic door lock and card reader.
- Repaired panic bar on exit door.
- Delivered stainless steel table.

CITY HALL

- Completed cleaning inspections of facility.
- Completed pest control services.
- Completed recycling services.
- Replaced dirty HVAC filters.
- Tested emergency generator.
- Tested elevator fire operation.
- Replaced bad light ballasts.
- Replaced bad light bulbs.
- Adjusted thermostat settings as needed.
- Delivered janitorial supplies.
- Installed file cabinet drawer.
- Office was painted by contractor.
- Installed outlet and data port for TV in lobby.
- Repaired, prepped and painted wall in lobby and damaged wall in hallway.
- Completed wire management in CSO office so janitorial staff could properly clean.
- Repaired faucet in women's restroom.
- Hung pictures.
- Treated floor drains.
- Cut hole and installed data port for TV in Administrators office.
- Repaired towel dispenser.

COMMUNITY CENTER

- Completed cleaning inspections of facility.
- Completed pest control services.
- Replaced dirty HVAC filters.
- Replaced bad light bulbs and ballasts.
- Adjusted thermostat settings.
- Delivered janitorial supplies.

FIRE DEPARTMENT

- Delivered janitorial supplies.

HEARST CENTER

- Completed cleaning inspections of facility.
- Completed recycling services.
- Replaced dirty HVAC filters.
- Replaced bad light bulbs.
- Delivered janitorial supplies.
- Installed emergency light in stairwell.

LIBRARY

- Completed cleaning inspections of facility.
- Completed recycling services.
- Completed pest control services.
- Tested elevator fire operation.
- Reviewed building automation systems to verify proper operation of systems. Scheduled settings for holidays.
- Replaced light bulbs.
- Replaced light ballasts.
- Replaced dirty HVAC filters.
- Delivered janitorial supplies.
- Installed new automatic faucet in youth area sink.
- Replaced broken toilet seat.
- Replaced stained ceiling tiles.
- Repaired leaky shut off valve in men's restroom.

PUBLIC WORKS/PARKS

- Completed cleaning inspections of facility.
- Completed recycling services.
- Completed pest control services.
- Tested emergency generator.
- Replaced dirty HVAC filters.
- Reviewed building automation systems to verify proper operation of systems.
- Replaced bad light bulbs.
- Replaced bad light ballasts.
- Delivered janitorial supplies.
- Cleaned restrooms at 1500 Bluff and restocked supplies.
- Repaired lock and door closer on shop door.
- Repaired panic device on east door.
- Cleaned urinal drain.
- Repaired urinal flush valve.

Item G.1.d.

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.
- Removed drinking fountains from hallway, built wall for new fountain, moved plumbing and electrical and mounted fountain.
- Troubleshoot scent dispenser on steam sauna.
- Replaced timer on steam sauna.
- Installed new handle on gym fountain.

TRAFFIC OPERATIONS

- Assisted with signage repair and locates.
- Removed holiday lighting outlets.

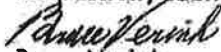
VISITORS CENTER

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

**RECREATION DIVISION
Monthly Report
April 2018**

- Rec Center
 - Fitness classes have gone well with no issues with 3,000 patrons participating.
 - Staff is working to gather information for projects to be done this summer including: sealing the wood floors, tinting the east gym windows, and installing a new sound system in the multipurpose room.
 - Busy taking registration for programs like baseball, softball, tot lot, camps, swim lessons, track, tennis karate, adult softball leagues, adult exercise programs and other summer programs
 - We started the sale of summer swim passes offering a \$5.00 to \$10.00 discount if purchased before May 15th
 - Staff had send out RFP to area drink venders in March to accept new proposals for drink vending machines and post mix to be used at the Falls. Staff received three proposals back. Staff with the aid of the City attorney has come up with a contract to be signed with Coca-Cola who provided the preferred proposal.
- Staff has been busy working on the programs and services to be offered during the Spring and summer months
- Staff has pretty much filled all part time staffing needs for the upcoming summer after interviewing staff in March and then making job offers in early April. Unfortunately we will have a number of staff who have accepted jobs with us either not show up to staff meetings or that will let us know the end of May they no longer plan to work for us. So we continue to accept applications just in case.
- Staff has worked to get the Beach House ready for the upcoming summer rental season with started May 1st.
- The 3 main ball fields at Birdsall Park were leveled and shaped so water drains off the fields by itself, for now. This is something that needs to be done every few years.
- Sixty-one adult softball teams registered for league play this summer on April 30.
- The Recreation Center will once again be selling consignment ticket to tourist attractions like Lost Island, Noah's Ark and other summer destination.
- Falls Aquatic Center and Indoor pools
 - Working with the school to schedule routine maintenance at Holmes and to install new duct work at Peet all to have the least impact on City Programs
 - Scheduling indoor private parties
 - Swim lessons for preschool and for those up to 12 years of age ended in April
 - Staff has been out working at the Falls getting the pool ready for the upcoming summer. The weather in April with snow and freezing temperature has slowed work to be done at the Falls a lot so now it is catch up time.

Respectfully submitted,



Bruce Verink

Recreation Division Manager

Item G.1.d.

Recreation and Community Center Usage For April 2018

Members using the Facility	12,323	Pound	16
Non-Members using the Facility	750	Personal Trainer	269
Child Care	177	Meeting/Tour/Rental	1,320
Aerobics	1,349	Birthday Party Bonanza	220
Circuit Weight Training	71	Indoor Park	282
Exercise Trial	60	Massages	51
Cardio Cycling	594	Racquetball/Wallyball Hours	90
Yoga	783	Racquetball League	72
Rock On	120	Pickleball	365
Zumba	72	Steam Room	671
		TOTAL	19,655

Recreation and Community Center Revenues

Resident Memberships Sold		Punch Cards	
12 th Grade & Under	6	12 th Grade & Under	1
Adult	44	Adult	9
Adult-4-month	1	Senior Citizen	5
Youth-4-month	0	Child Care-20 punch	3
Senior-4-month	1	Child Care-40 punch	0
Senior Citizen	12	Racquetball	0
Family Pass	57	Towel	10
Corporate Family	1		
Corporate Individual	0		
Towel Usage	516		
Credit Card Usage		Fitness Passes Sold	
Rec Center	\$59,299.50	4-Month	61
Leisure Link	\$8,202.53	1-Month	11
Daily Fees		Racquetball	
Admission	\$4,389.00	Exercise Tryout	\$360.00
Child Care	\$10.00		
Towels	\$30.50		

Swimming Pool Passes (Summer)

Family	139
Individual Adult	10
Youth/Senior	6
Lap Swim	2
Child Care Provider	10

Youth Programs

Introduction to Soccer		Swim Club	1,387
4 & 5 Year Olds	240	SCUBA	15
K & 1 Grades	240	Lifeguarding	80
Pool Parties	85	Learn to Swim	1,006
Pre-School Lessons	272		

Adult Programs

Spring Volleyball Leagues	238	Adult Softball Leagues	216
Pickleball	365		

Recreational & Lap Swim

654

Rentals

Pool Parties	4	Shelters	9
Beach House	0	Equipment	0
Ball Fields	197	Recreation Center	21
Gateway Celebration Shelter	4		

CEDAR FALLS RECREATION DIVISION
April-18

SWIM PROGRAM	
Lifeguarding	19
Lifeguarding Recertification	8
TOTAL SWIM	27
ADULT EXERCISE	
Circuit Weight Training	
T & Th 4:30 pm	12
TOTAL CIRCUIT WEIGHT TRAINING	12
Cycling	
M-W-F 8:00 am	7
TOTAL CYCLING	7
ROCK ON MONTHLY	
M,W,F 5:15 am	14
TOTAL ADULT EXERCISE	33
YOUTH SPORTS	
YOUTH SOCCER	
TTh 5:00 pm (4-5 yrs.)	48
TTh 6:00 pm (4-5 yrs.)	48
TOTAL SOCCER	96
TOTAL YOUTH ACTIVITIES	96
ADULT SOFTBALL LEAGUES	
Church	6
Men's	
Monday	11
Wednesday	12
Thursday	16
Mixed	
Tuesday	16
TOTAL SOFTBALL	61
TOTAL ADULT SPORTS	61

Item G.1.d.

CEDAR FALLS TOURISM & VISITORS BUREAU Monthly Report April 2018



Projects:

- Arranged for travel writer from Iowa Magazine to visit Cedar Falls
- Prepared brochures, posters and other publicity for Cedar Valley Pedal Fest
- Showcased at Greater Cedar Valley Chamber and Alliance Strictly Business Expo
- Hosted Currents Up Close programs for the Cedar Falls Bicycle/Pedestrian Advisory Committee and the Tourism Bureau's 30th Anniversary
- Worked with Community Main Street and the Hearst Center to renew the downtown district's designation as and Iowa Arts and Entertainment District
- Helped plan the Iowa Museum Association Conference that will take place in Cedar Falls in October
- Prep for Cedar Valley Tourism Awards including solicitation, selection and event planning
- Arranged for Hailey Sullivan to intern with us over the summer
- Hosted Volunteer Training Workshop for event and attraction boards – 48 attended
- Participated in ArtsLab Retreat in Des Moines to learn enhanced strategic planning techniques and principles for use with the Hearst Center
- Helped prepare for annual Hearst Center Strategic Planning Workshop
- Hosted Volunteer Appreciation Coffee for Envoys
- Helped plan and promote Cedar Valley Trails Clean Up
- Vern Fish volunteered to work our exhibit at the Midwest Mountaineering Expo in Minneapolis
- Submitted changes in facility rental rates for FY19

Highlights from Becky Wagner:

- Arranging itineraries for two overnight motor coach groups
- Scheduled volunteers to staff the visitor center on weekends
- Worked with three groups planning visits to Cedar Falls
- Sent quarterly newsletter to Envoys
- Nominated Jay Stoddard for Mayors Volunteer Award

Highlights from Linda Maughan:

- Hit the 8,000 mark for Facebook Likes!
- Wrapped up the Little Village co-op ads for Cedar Falls and Waterloo Visitors Bureaus.
- Wrote newsletter/blog articles about National Wildflower Week, 5 NEW Reasons to Visit College Hill, and Tea, Please. Also managed guest blog post for National Bike Month.
- Monitored and created posts for Facebook, Twitter, Instagram, Pinterest and Google+ for the Visitor Bureau. Also managed social media for Trails.
- Updated web pages
- Continued to add to and manage our photo library
- Submitted creative for IPTV, Minnesota Trails and Inspired magazine ads.
- Coordinated visitor guide mailings in fulfillment for advertisements. 452 were mailed in April.

Highlights from Deb Lewis:

- Gathered attraction attendance figures
- Managed gift shop
- Tabulated statistics for monthly report
- Managed redesign of trails web site

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
- Submitted events to Cresco Shopper and We Go Places

- Created a pitch sheet for travel writers
- Produced printed calendar of events

Meetings/Events:

- Eastern Iowa Tourism Association Board
- Greater Cedar Valley Alliance Focus Group
- Sturgis Falls Celebration board
- College Hill Arts Festival board
- Iowa DOT Tourism Oriented Signage committee
- Cedar Falls Rotary x1
- Cedar Falls Historical Society Volunteer Appreciation Coffee
- Tourism Bureau Marketing committee
- Ribbon Cutting at Phelps Youth Pavilion
- TVB staff x1
- Hearst staff x1
- MOP staff x1
- Art and Culture Board
- Cedar Falls Business and Industry Awards Luncheon
- Grout Museum District Program
- UNI LYHS Advisory Board meeting

Other events we assisted with:

- Cedar Falls Authors Festival event x6
- RodCon at Rod Library – estimated 3,000 anticipated
- UNI Panther Open Houses – estimated 1,000 anticipated

Respectfully Submitted,



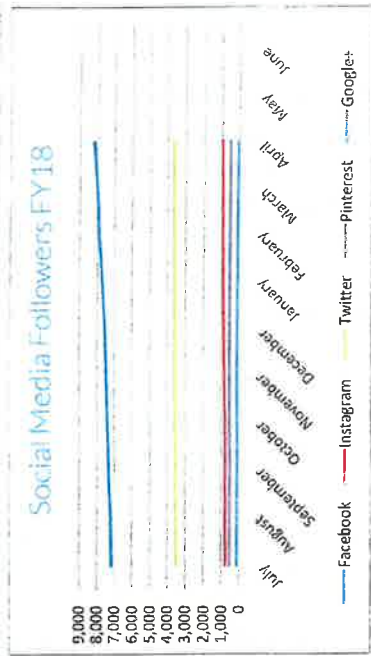
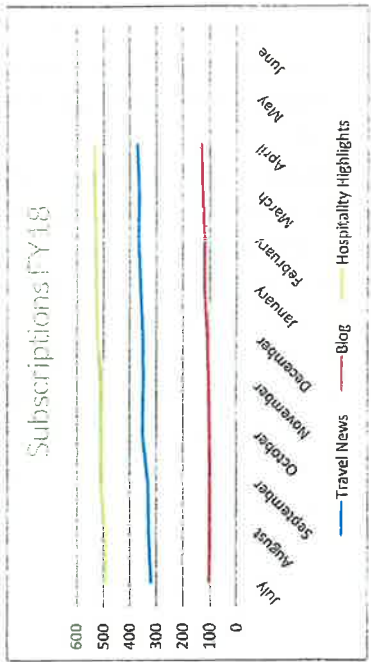
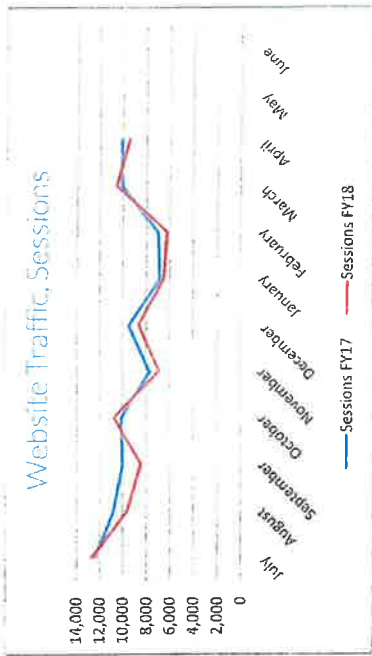
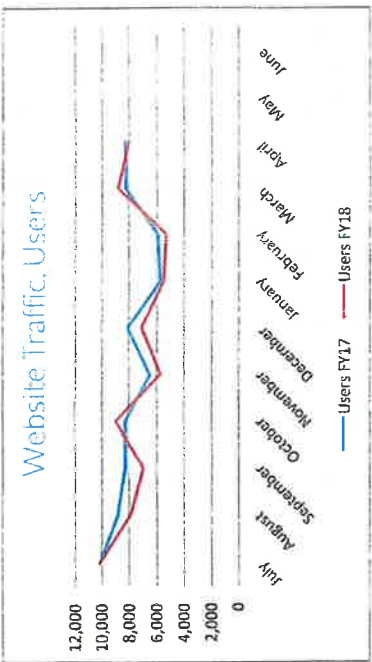
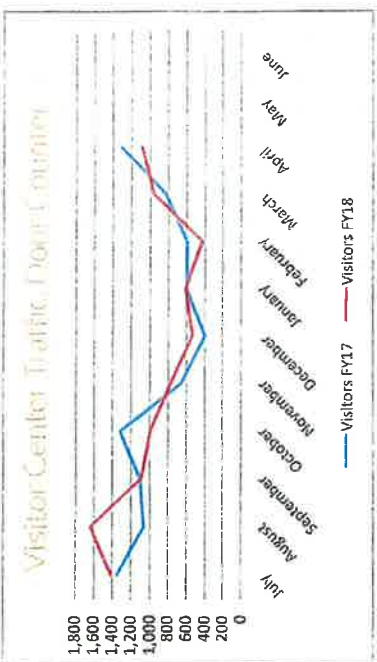
Kim Manning, Visitors, Tourism and Cultural Programs Manager

Item G.1.d.

Monthly Activity Report for Cedar Falls Tourism & Visitors Division

	July	August	September	October	November	December	January	February	March	April	May	June	Totals
July 2017 thru June 2018													
INCOMING CONTACT BY													
VC Walk-In (Door Counter) FY18	1,411	1,635	1,088	988	766	528	606	425	953	1,085			9,486
VC Walk-In (only Non-Local Visitors) FY18	323	424	277	339	110	114	69	93	201	157			2,107
VC Walk-In (Door Counter) FY17	1,341	1,056	1,095	1,308	643	392	588	583	813	1,283	2,271	2,106	13,494
VC Walk-In (only Non-Local Visitors) FY17	497	302	310	310	143	64	90	111	151	271	312	439	3,044
Email/Website	29	19	14	16	22	20	30	23	36	40			249
US Mail	0	0	2	0	0	0	0	0	0	0			2
Phone	92	142	139	154	71	57	98	130	181	178			1,242
HOW HEARD ABOUT US - If offered													
Friends / Family	0	3	0	1	1	0	1	1	1	0			8
Other (eg. Postcard mailing, ads, web/FBook)	0	1	6	0	2	0	0	0	0	0			10
Signage	9	6	4	0	0	2	0	0	0	4			25
Advertising	0	0	0	0	0	0	0	2	2	7			11
Trade / Consumer Show	0	1	0	0	0	0	0	0	0	0			1
SERVICES PROVIDED													
Attended a Meeting/Rental	70	181	140	126	173	114	101	63	136	266			1,380
Bureau Business	124	172	191	239	134	109	146	179	253	217			1,764
Group Tour Info	0	0	4	11	4	0	2	1	1	4			27
Hotel/Restaurant	7	0	0	0	0	0	0	0	0	4			12
Relocation	3	3	3	15	1	0	1	2	0	3			31
School Project	0	0	1	30	0	0	1	0	0	0			35
Special Event	9	1	2	0	0	0	2	0	2	3			17
Trail User	99	58	36	26	22	4	8	5	25	52			335
UNI	10	24	9	8	13	11	7	6	12	8			108
VC Amenities including Restroom	690	772	604	591	267	143	190	222	371	517			4,367
ADVERTISING LEADS													
Iowa Travel Guide / Website	700	350	372	245	187	126	430	4,318	1,779	378			8,885
EITA Travel Guide	0	0	0	2	0	0	0	0	0	0			2
AAA Living	0	0	0	0	94	245	45	0	76	61			621
Iowa Tour Guide (group leads)	19	6	18	17	8	12	17	33	10	13			153
BROCHURE DISTRIBUTION													
Total Visitor Guide Distribution	539	1,066	1,766	639	898	569	6,296	5,174	8,508	1,585	0	0	27,040
VG Mailed Out (Individual)	25	368	394	257	298	375	488	4,343	1,924	491			8,953
VG Bulk Distribution (Local)	215	627	713	367	499	192	2,343	809	4,699	686			11,160
VG Bulk Distribution (Non-Local)	60	0	120	0	100	0	3,450	0	30	0			3,760
Relocation	104	11	24	15	1	2	15	7	0	3			182
Welcome Bags	135	60	525	0	0	0	0	15	0	405			1,140
Total Trail Guide Requests	185	307	320	327	140	18	856	314	1,052	895			4,454
WEBSITE TRAFFIC													
Users FY18	10,074	7,909	6,880	8,907	5,645	7,026	5,409	5,227	8,715	7,926			73,519
Users FY17	10,062	8,773	8,224	8,228	6,439	8,030	5,674	5,802	8,175	8,200	7,760	10,311	96,678
Sessions FY18	12,533	9,504	8,410	10,684	6,837	8,573	6,430	6,189	10,504	9,362			89,026
Sessions FY17	12,318	10,736	9,963	10,072	7,641	9,425	6,813	6,951	9,998	10,061	9,552	12,907	116,437
Page with Top Views	Google	Google	Google	Google	Google	Google	Google	Google	Google	Google	Google	Google	Google
Top Referral Site	m.Facebook.com/m.Facebook.com	m.Facebook.com	TravelIowa.com	m.Facebook.com	m.Facebook.com	m.Facebook.com	m.Facebook.com	m.Facebook.com	m.Facebook.com	m.Facebook.com	m.Facebook.com	m.Facebook.com	m.Facebook.com
SUBSCRIPTIONS													
Travel News (consumer newsletter)	315	324	326	347	343	345	354	361	359	366			3,666
What's News Blog	98	97	97	99	101	106	117	117	122	127			1,166
Hospitality Highlights (partner newsletter)	487	491	508	506	507	518	523	524	531	530			5,000
SOCIAL MEDIA FOLLOWERS													
Facebook (Followers)	7,099	7,145	7,262	7,328	7,398	7,478	7,663	7,845	7,961	8,177			73,519
Instagram	722	742	759	763	792	829	873	907	925	964			8,953
Twitter	3,452	3,480	3,502	3,529	3,550	3,556	3,579	3,602	3,621	3,641			36,411
Pinterest	470	472	473	473	477	478	481	481	483	477			4,777
Google+	29	29	29	29	29	29	29	29	29	29			290
VOLUNTEER INVOLVEMENT													
Board / Committee Hours	428	110	246	270	110	120	161	212	472	273			2,400
Student / Intern Hours	0	1	18	10	16	4	163	148	4	287.00			660
Envo Hours - Visitor Center	108	102	97	79	88	88	79	65	110	90			905

Envoy Hours - Special Event/Rapp Station	27	4	8	6	69	0	0	0	59	45	0	218
MISC.												
Groups in Conference Room	2	9	10	6	7	7	11	9	4	3	68	
Motor Coach Group in CF	1	0	0	0	1	1	0	0	0	1	4	
INCOME												
Gift Shop Sales	\$713.50	\$974.51	\$425.93	\$349.40	\$529.70	\$805.51	\$299.70	\$239.79	\$403.68	\$319.94	\$5,061.65	
Facility Rental	\$140.00	\$1,230.00	\$705.00	\$1,170.00	\$415.00	\$705.00	\$300.00	\$175.00	\$450.00	\$445.00	\$5,735.00	
Host Motor Coach @ VC or Step Guide	\$50.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50.00	



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CEDAR FALLS
CULTURAL PROGRAMS
Monthly Report | April 2018



MAJOR HIGHLIGHTS

- Opening of new exhibition, *Developing Expressions*, on Sunday, April 15 drew over 500 visitors between 1-4PM.
- Provided unique mask-making activity in collaboration with GBPAC; provided hands-on art encounters for approx. 200 attendees pre-show
- Began work with ArtsLab cohort for long-term strategic planning
- CF Art & Culture Board held their annual strategic planning session on April 28

PUBLIC EVENTS/PROGRAMS @ The Hearst

April was busy with a Songbook Trio performance, lunchtime concerts, Red Herring Theater performance and Final Thursday Readers Series. On April 28 we hosted an opening reception for *Developing Expressions*, drawing over 500 visitors, primarily kids and families, to view artwork made by k-12 students in the Cedar Falls school district.

MEETINGS

Cedar Falls Art & Culture Board
Cedar Falls Public Art Committee
Friends of the Hearst Board
Friends of Petterson Plaza Committee Meeting

HIGHLIGHTS from Heather Skeens, Cultural Programs Supervisor:

- Collaborated with Gallagher-Bluedorn on Feathers of Fire program/art activities
- Completed budget amendments for FY18
- Met with Julie S. re: revamping Hearst Center website
- Hosted two open public discussions re: the Hearst Center at the CF Public Library
- Attended 3 sessions of Manager's Training provided by the City
- Met with staff to review/rewrite education cancellation, scholarship and refund policies
- Assisted CMS with the Cultural and Entertainment re-designation application for Cedar Falls
- Worked with staff to develop new summer programming
- Met with Art and Culture Board and CF Community Foundation to discuss Berg fund
- Collaborated with GBPAC on program at Hearst; attended performance at GBPAC/Hearst activities in GBPAC lobby
- Attended monthly Cedar Falls Author's Festival meeting
- Met with UNI students re: volunteer opportunities
- Attended volunteer/board training session offered through V&T
- Attended Holocaust Memorial event at the Hearst
- Attended ArtsLab conference in Des Moines April 12-14
- Attended *Developing Expressions* opening reception at the Hearst

- Worked with Kendra Strand, Prof. of Japanese (UI) to develop lecture at Hearst in June
- Met with Art & Culture Board president to plan strategic planning session for April 28
- Coordinated and helped facilitate annual strategic planning for Art & Culture Board
- Guest speaker at UNI FYS class – 3D and 3D students; re: arts administration careers
- Met with sub-committee to help plan 2nd Annual Cedar Valley Arts Summit
- Attended Friends of the Hearst and Art and Culture Board monthly meetings
- Attended Cedar Falls Business and Industry Awards to support Public Art Committee
- Visited Cedar Rapids Museum of Art; explored alternate display methods and museum shop displays
- Assisted Ed Coordinator with process of hiring new Ed Assistant
- Continued to work with Curator to develop long-term exhibition plans
- Working with Jim O'Loughlin's FYS students on volunteer projects at the Hearst
- Attended monthly Iowa Museum Association planning committee meeting
- Worked with Lea Stewart to approve council bills, dailies, timesheets, etc.
- Led weekly staff meetings.

HIGHLIGHTS from Lea Stewart, Senior Services Coordinator:

- Researched ways to add coupon and early bird discounts to MaxGalaxy classes
- Entered summer classes and camps into MaxGalaxy and other calendars
- Completed program registrations both in person and over the phone for summer classes.
- Entered rental contracts & took payments for them in MaxGalaxy
- Refunded registration fees for canceled classes and workshops
- Made weekly reports on the status of membership and class enrollment
- Worked with Education coordinator to update cancelation and scholarship policies
- Created a mail tracker calendar for deadline dates for mail piece projects.
- Mailed out Developing Expressions postcards to students in the show
- Entered council bills, P-card transactions and payroll
- Processed vendor payments and reimbursement requests
- Generated invoices and processed payments for Northstar
- Greeted visitors and gave directions to other area attractions
- Updated the financial report for the Public Art Committee meeting.
- Generated reports from AS-400 for staff members as requested
- Handled gift shop transactions and answered customer questions about merchandise
- Daily handled opening and closing procedures
- Answered many questions on the phone and in person about upcoming events
- Attended IMA organized past perfect workshop for professional development at the American Gothic House museum.
- Picked up a check for postage from Friends treasurer
- Created a report with graphs to exhibit how many Friends memberships were sold and how much money was generated from memberships over the last five years.
- Generated a report about how much revenue was generated from Friends memberships and how much the treasurer had reimbursed us for since October.
- Processed weekly deposits for the Hearst front desk and Friends group checks

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- Recorded Friends donations and membership dues in Past Perfect
- Printed & mailed renewal reminder letters for Friends Memberships.
- Updated format, printed and mailed thank you letters for recent Friends memberships and donations.

HIGHLIGHTS from Emily Drennan, Curator & Registrar

- Attend Community Chats at CFPL with Cultural Programs Supervisor and other board and staff.
- Deinstall the exhibitions "YOU GET IT EVEN IF YOU DON'T GET IT" and "18 WOMEN" and patch and paint the galleries for the next exhibition.
- Check in all submissions for the Hearst's annual k-12 exhibition and develop a layout for the galleries. Install the works and work with staff to build and install supports where needed.
- Install lighting, signage, and seating for the exhibition and prepare for the reception.
- Work with the Cedar Falls Authors Festival (CFAF) planning group to plan for a wrap-up event at the Hearst in May.
- Work with Dr. Stephen Gaies and staff to prepare for a Holocaust Remembrance ceremony and concert in Mae Latta Hall.
- Prepare agendas and minutes and other financial and committee materials for the Cedar Falls Public Art Committee (CFPAC) and release for distribution and public posting; the meeting was cancelled.
- Work with the cable to division to provide imagery for CFPAC.
- Attend the Business & Industry Appreciation Awards and Luncheon on April 26 as a member of the CFPAC.
- Travel with staff to the Cedar Rapids Museum of Art on April 26, take notes on lighting, signage, environmental control, and handling of traveling exhibits.
- Attend 2018 Strategic Planning meeting on April 28 with staff and board/committee members.
- Coordinate insurance and shipping for upcoming traveling exhibitions for the Hearst.
- Work with the Marketing Assistant to prepare content for exhibition publicity.
- Work with the Programs Coordinator to plan CFAF wrap-up event.
- Develop survey content for "Developing Expressions" exhibition participants.
- Work with area artists to develop partnerships with the Hearst.
- Arrange for supports for upcoming John Page exhibition.
- Work with the Cultural Programs Supervisor on issues related to the Hearst.
- Meet with all staff weekly.

HIGHLIGHTS from Sheri Huber-Otting, Programs Coordinator:

- Coordinated all public programs, including performances, readers theater and final Thursdays for the month of April
- Managed six rentals of the facility
- Scheduled, coordinated and attended the monthly photo club meeting

- Wrote 4 rental contracts for upcoming rentals
- Planned reception, coordinated food for opening reception of exhibition
- Contracted two performers for upcoming programs; scheduled catering and assisted with gathering materials and information for marketing
- Continued to work on developing live music on the patio for summer
- Attended PedalFest meeting
- Met with Stephen Gaies and assisted with planning for Holocaust memorial event
- Sourced three volunteers for events
- Attended weekly staff meetings
- Participating in public listening session at the library with Heather Skeens
- Developed agenda for Friends, attended meeting
- Attended Safety Training at City Hall
- Review materials for upcoming events in May and June
- Finalized content for summer brochure
- Developed new open studio program for May
- Attended Cedar Falls Author's Festival meeting
- Worked with Data Stream to prepare for their May concert
- Continued to plan for Pop-Up Prose events celebrating James Hearst's birthday in Aug.

HIGHLIGHTS from Abby Haigh, Marketing Assistant:

- Prepared Gift Shop vendor dailys.
- Interviewed Hearst Center Permanent Collection artist, Barbara Fedeler 4/5
- Meeting with Jacqueline Hellar, KWWL 4/26
- Took photos at Data Stream Concert, Lunchtime Concert, Developing Expressions Opening and Teen Trust Award.
- Meeting with Hearst Supervisor and Programs Coordinator, "Happy Birthday, James Hearst" events.
- Worked with graphic designer on projects: Summer brochure, Red Herring Theatre poster, Developing Expressions postcard/vinyl/postcard, Family Fun Ad, John Page/Ukiyo-e postcard design/edits.
- Compiled information for summer brochure to send to graphic designer, sent summer brochure to Parkade Printer.
- Continued to add summer brochure events/education/exhibitions to V&T web calendar.
- Exhibitions: Developing Expressions Exhibition - generated label content/printed/hung in gallery, generated postcard mailing list, picked up vinyl from Signs and Designs and emailed with teachers (label edits, ect.)
- Press Release: send Developing Expressions and Holocaust Remembrance
- Mail Chimp: created content/graphics/sent/added email subscriptions for April E-News and Developing Expressions Invitation.
- Continued to enter additional POS/Gift Shop into Max Galaxy.
- Continued to fill in at the front desk for lunch breaks, absences, breaks, take mail to city hall and mailings to post office.
- Printing at City Hall: materials for events, exhibitions, publicity, and education.

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- Gift Shop: researched product for upcoming exhibition-Ukiyo-e, continued researched new vendors (pottery, journals, books, jewelry, youth/adult misc. items). Continued to research Hearst Gift Shop display cases, fixtures, and jewelry case.

HIGHLIGHTS from Angie Hickok, Education Coordinator:

- Attended weekly staff meetings
- Communicated open shifts, and upcoming instructor staff meeting dates/times.
- Scheduled staff to classes, workshops etc.
- Bought supplies to maintain classroom.
- Coordinated all board packets and minutes for the Art & Culture Board meeting
- Attended April Art & Culture Board meeting
- Sent April Art & Culture Board meeting minutes to Board
- Finished/Edited education portion of Summer Brochure
- Coordinated with UNI staff to support their art project for mental illness awareness
- Attended the Business & Industry Awards luncheon as liaison to the Art & Culture Board
- Communicated birthday themes and procedures to prospective patrons
- Attended an outreach event for Make A Wish 5k- face painting
- Coordinated with the CF Public library to offer instructors for their Teen Night- Slushies & Paint
- Offered six youth classes each Saturday- Doodlesplats, Muddy Makers, Showstoppin' & Teen Ceramics
- Offered shadow puppet activities in conjunction to the GBPAC play, *Feathers of Fire*
- Coordinated with Green Iowa Americorps- to offer a rain barrel project for artists
- Coordinated with the College Hill Farmer's Market to offer face painting
- Coordinated 2 field trips for pre-schoolers to do an art activity and tour our exhibits
- Interviewed and coordinated for potential youth instructors for the summer season
- Coordinated with the Waterloo Farmer's Market to do art activity on July 21
- Bought a new electric potter's wheel for ceramic lab
- Correspond messages in relation to ARTapalooza meetings
- Correspond messages in relation to LitCon meetings

Respectfully submitted,



Heather Skeens, Cultural Programs Supervisor
Hearst Center for the Arts

Hearst Center for the Arts Activity Report - Cultural Division

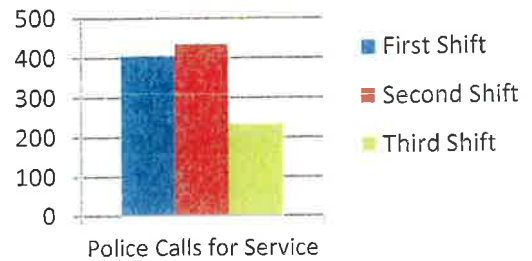
	November	December	January	February	March	April	May	June
ATTENDANCE								
# of Days Open to Public	22	24	27	24	26	24		
Door Counter	1356	1069	1749	1446	2051	2417		
Sculpture Garden (estimated)	200	150	150	150	150	200		
Average visits per day	70.73	50.79	70.33	60.25	84.65	109.04		
VISIT PURPOSE								
Exhibition (walk-in)	372	102	133	224	272	251		
Exhibition Receptions	0	53	104	40	0	553		
Meetings	73	18	52	42	35	49		
Youth Classes	15	0	642	362	69	323		
Adult Classes	92	0	134	46	52	127		
Messy Mornings	22	12	42	30	32	36		
Camps	0	0	0	50	236	0		
Birthday Parties	0	43	64	45	91	55		
Workshops	41	45	73	15	12	10		
Tours	0	0	0	30	43	0		
Rentals	25	84	37	39	27	292		
Ceramics Lab	16	9	27	30	17	21		
Public Programs	161	64	149	170	636	395		
Thursday Painters	67	89	92	87	114	93		
Volunteers / # of hours	n/a	7 / 17	2 / 6.5	3/6.5	29/96	7		
Other	672	700	200	236	415	212		
SERVICES OFFERED								
Youth Classes	4	0	16	8	3	18		
Adult Classes	7	0	20	4	5	12		
Rentals (inc. recitals, etc.)	2	2	2	2	2	7		
Community Group Mtgs	4	2	3	6	8	9		
Messy Mornings	4	3	4	4	3	4		
Camps	0	1	0	1	5	0		
Birthday Parties	0	1	2	2	3	2		
Workshops	3	6	4	1	4	2		
Tours	0	0	0	1	2	0		
Public Programs	4	8	7	6	9	8		
Thursday Painters	4	4	4	4	5	4		
Exhibition Receptions	0	1	1	1	0	1		
DIGITAL TRAFFIC								
E-News Subscriptions	1140	1153	1419	1412	1412	1412		
Facebook Views	10421	9210	8270	8110	8021	7815		
Facebook Followers	1459	1469	1476	1498	1523	1558		
Facebook Event Listings	8	11	8	8	13	9		
OFFSITE SERVICES								
Offsite Education Encounters	30	377	0	0	320	349		
Offsite Education Programs	1	3	0	0	5	3		
Community Committee Mtgs	2	1	4	7	5	5		
MEMBERSHIPS								
Total Friends Memberships	166	169	174	171	170	183		
New/Renewed this month	48	33	25	34	11	12		
PRESS								
Newspaper	2	2	2	5	2	2		
Radio Interviews, ads	41	2	0	0	0	1		
Press Releases	2	2	1	4	1	2		
Ads, other (Facebook ads, etc.)	2	1	1	3	2	1		

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DEPARTMENT OF PUBLIC SAFETY MONTHLY REPORT APRIL 2018

CEDAR FALLS POLICE

<u>Police Statistics</u>	First Shift	Second Shift	Third Shift
Calls for Service	405	434	233
Traffic Stops	64	115	182
Arrests	13	40	30



FIRST SHIFT – Captain Jeff Sitzmann

- Officers continue to Field Train Recruit Officers. Officer Madsen completed the Field Training Program and is now assigned to First Shift.
- Officers have attended numerous meetings concerning the construction on Highway 58. Officers have monitored this situation closely and are in regular contact with project supervisors. We have handled several Motor Vehicle Accidents related to this construction.
- Officers Carman and Marcotte have been assigned to manage radar trailer operations. The two Officers transport the radar trailer to designated areas and to our Public Works Facility for maintenance.
- Multiple High School students rode with Officers during the month as part of a Job Shadow through the Work Based Learning Program at Hawkeye Community College.
- A citizen came to the Police Department to report stolen residential windows. This case involved a large number of Burglaries with multiple suspects. We also know that the merchandise from the Burglaries changes hands multiple times before the products are sold. The investigation lead to a business in Waterloo and multiple large, high dollar windows were recovered. The case is still under investigation.
- A car was stolen from inside the gate at L&M Transmission. The suspect cut the lock on the gate and apparently had keys for the car. This was a car towed by our agency the previous week. Since that time, Waterloo Police got into a high speed pursuit with this vehicle and the suspect was arrested. The suspect spray painted the car a different color.
- Officers responded to a Burglary in progress at a southern Cedar Falls residence. A witness saw the suspects leaving the house, but they were gone upon Officer's arrival. Electronics were stolen and they were equipped by GPS devices which the victim activated when the items were purchased. That GPS later led Officers to the Waterloo residence where the stolen merchandise was taken. Arrests have been made in connection with this incident.
- Officers were traveling south on Hudson Road and were cut-off by another driver. The driver nearly caused an accident and was subsequently pulled over. The driver was very intoxicated and arrested for Operating While Intoxicated (OWI).
- Officers monitor all Cedar Falls Schools in response to a national student walk-out. Officers saw some protesters, but there were no significant problems.
- Officers were called to a Disorderly situation where a subject had broken off a door to a residence. The subject was located and arrested for Domestic Assault 2nd Offense and Public Intoxication 3rd Offense.

SECOND SHIFT – Captain Jeff Harrenstein

- Officers were dispatched to a residence Heritage Road on a report of Disorderly Conduct. Subsequent investigation discovered that a female subject had caused a child to be dropped on the floor. She was charged with Child Endangerment and Criminal Mischief 5th from damages to the outside door.
- Officers took a report at Ironwood Drive / Richard Road from a construction site where materials were stolen.
- Officers checked on a Warrant for another agency at a residence on East Lake Street. Subject was located and arrested.
- Officers responded to a report of a male Trespassing at a residence on Minnehaha Lane. He was located and found to be in Violation of a No-Contact Order.

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- Officers responded to a Larceny in progress at Kohl's. A female adult was arrested for Theft 5th.
- Officers were dispatched to University Studios for Disorderly Conduct and during the investigation a female adult attempted to Assault one of the Officers and was arrested for Assault on a Peace Officer, Disorderly Conduct and Interference with Official Acts.
- A vehicle crossed over the center line and nearly hit a Police vehicle head-on. It went into a ditch causing damage to property and the vehicle and then took-off and failed to stop for the Police vehicle. A short low speed pursuit ended in the trailer court at a residence on Union Road. The driver was detained and brought to the Station for sobriety testing and ended-up being charged with Operating While Intoxicated (OWI) 3rd. A search of the vehicle discovered a large quantity of Marijuana and a scale. Tri-County Drug Task Force (TCDTF) Officer came to the Station to assist with the investigation.
- Officers responded to the report of a female drinking beer in her vehicle in the Culver's. Upon arrival, Officers made contact with a female and she was later arrested for Operating While Intoxicated (OWI) 1st.
- Officers responded to the report of an Assault at Country Terrace Mobile Home Park. Officers learned a Juvenile male had assaulted another Juvenile male over a parking spot. The suspect's girlfriend posted video of the Assault on Facebook, and Officers obtained that video. Charges are pending.
- Officers responded to the report of a Wanted Subject at a home on Tremont Street. Officers have been trying to locate this subject for some time. When an Officer knocked on the door, she opened it and then quickly slammed and locked the door. She was eventually convinced to come out and was arrested.
- Officers responded to a Theft at Target. Upon arrival, Officers learned that a female had loaded up a cart of groceries, went to the self-check-out where she purchased some items and not others. The value of the items she attempted to take was more than \$500, so she was charged with Theft 3rd.
- Officers responded to the report of two Wanted Subjects in the 1700 block of Main Street. Upon arrival, Officers located a male and a female and they were both taken into custody.
- Officers were dispatched to the report of an Accident on University Avenue. Upon arrival, officers learned one of the drivers had left the scene and that she was possibly intoxicated. Officers located that vehicle further down University Avenue, and she was arrested for Operating While Intoxicated (OWI) 1st Offense.
- Officers were busy with Accidents due to the snow, wind and icy streets, parking lots and overpasses.
- Officers arrested a male subject for Shoplifting at Kohl's, the male was charged with Theft 3rd.
- Officers responded to Kohl's for a male shoplifter. Officers also learned this male had taken items from the Dollar Tree. The Juvenile was charged with Theft 4th, Possession of Marijuana and Theft 5th.
- Officers responded to a Robbery at The Buckle. Officers learned that a group of subjects had taken more than \$2000 in jeans from the store. When the clerk tried to stop them she was sprayed with pepper spray.
- Officers were dispatched to Country Terrace Mobile Home Park for an abandoned 911. Upon arrival, Officers made contact with a male and female and determined an Assault had taken place. The male was arrested for Assault Causing Bodily Injury.
- Officers responded to a Trespassing at an address on Center Street. Upon arrival, Officers located a male subject who had been standing in the middle of the street yelling and threatening a subject with a wrench. The male was charged with Disorderly Conduct and Trespass.
- Officers were dispatched to the report of a Theft at Wal-Mart. When loss prevention employees attempted to stop him he took off running. The male was later located by an Officer at Doughy Joey's. He was arrested and charged with Theft 5th.
- Officers responded to an Accident at 18th Street / College Street. One male was injured and transported to Sartori Hospital for evaluation. The person, who caused the crash, handed the other driver his non-driver ID and left the scene. Officers later located a current address for the male, and he was detained and brought to the Police Department. A Drug Recognition Expert (DRE) was called in to conduct testing. The male was arrested for Operating While Intoxicated (OWI), he was also charged with not having a driver's license, no insurance and leaving the scene of a Personal Injury Accident.
- Officers were dispatched to the report of a stolen golf cart from Grundy County. Apparently a couple of golfers left the course in the golf cart, leaving a trail of beer cans and made their way to an address on North Butler Road where they parked the golf cart in a cattle pen. They asked the home owner for a ride to Cedar Falls. Officers assisting Grundy County located the subjects and detained them until Grundy County could come and pick them up.
- Officers responded to a Shoplifting at Kohl's and arrested three Juvenile females. The charges filed were Theft 5th, Theft 4th and Theft 3rd.
- Officer took a report of a Burglary from a vehicle at a residence on Panther Lane.

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- Officers responded to a report of an Assault just occurred at a residence on West Ridgeway.
- Officers checked for a subject for Waterloo Police Department at Arby's for a Felony Assault Warrant. She was located and arrested.
- Case follow-up led to the arrest of an adult female for Theft 4th and contributing to the delinquency of a Minor and a Juvenile female for Theft 4th.
- Officers responded to a Larceny in progress at Dollar General on Center Street. Vehicle was located and stopped and a female adult was arrested for Theft 3rd and a female Juvenile was charged with Interference with Official Acts.
- Officers responded to Kohl's for a Shoplifting in progress. Two subjects were arrested for Theft 5th. There was one Juvenile and one adult male involved. The Juvenile additionally was charged with Possession of Marijuana.
- Officers were sent to the area of Target on a report of a male / female Assault that had occurred. Both subjects were located and subsequent investigation led to the arrest of the male for Domestic Assault.
- Officers were sent to a Suicidal subject call and he was taken to the Hospital and his daughter was brought to the Station until her mother arrived to take care of her.
- Follow-up on a previous call led to the arrest of an adult male for simple Assault.
- Officers responded to a Juvenile riding a dirt bike on Lake Street. Subject was located and it is believed the motorcycle is stolen. The Juvenile threatened to kill the Officers and was taken into custody for Harassment 1st. At the Station, he was also found to be in Possession of Marijuana.

THIRD SHIFT – Captain Mark Howard

- Officers were called to a residence for an Assault in progress. At the residence, Officers needed to make entry. Once inside, Officers found a male straddled on the top of a female. The male was taken into custody and arrested for Domestic Assault (D/A) and Assault Causing Injury by Strangulation.
- Officers were called to the Days Inn for a Disorderly. Subjects left before Officers arrived.
- Officers were called to assist with a Missing subject. Subject was recently accused of Sex Abuse on a child. An Attempt To Locate (ATL) was put out for the subject. Subject was believed to be in the Swisher, IA area.
- Officers were called to assist with a Suicidal female at the Country Terrace Mobile Home Park. The female was located, and taken to the Hospital for an evaluation.
- A female was arrested for Operating While Intoxicated (OWI) 1st Offense at 23rd Street / Merner Street.
- Officers were conducting Bar Checks on the College Hill area. During the Bar Checks, two males were arrested for Public Intoxication.
- Officers were called to the area of The Meadows for teenagers' tee-peeing houses. The subjects were apprehended, parents notified, and subjects cleaned-up the mess.
- Officers responded to Pizza Ranch for a teenage employee who was suicidal and took approximately 90 pills. He was taken to the Hospital for an evaluation.
- A Juvenile female was located drinking inside Little Bigs. She was arrested and released to her parents.
- While conducting a Bar Check at Little Bigs, Officers received information of a male carrying a handgun. Officer stopped, identified, and patted down a male matching the description of the suspect. This male did not have a gun. It was later learned that this male matched the description of the suspect, but was not the suspect who reportedly had a gun.
- Officers initiated a Traffic Stop on a Reckless Driver, and arrested the male driver for Operating While Intoxicated (OWI) 1st Offense.
- Officers responded to an alarm at bar close at Mulligan's. The business was closed, but several patrons were located inside drinking alcohol, including an employee. Follow-up is being done with the owner to warn about Liquor Violations.
- Officers were called to a Loud Party in which they later discovered a quantity of Marijuana. A member of the Investigative Unit was called and the case is on-going.
- Officers responded to several vehicles that had left the roadway. There were no major accidents involved with the weather.
- Officers arrested a female for 2nd Offense Public Intoxication at 2nd Street and Washington Street. The female approached a Black Hawk County Sheriff Office (BHCSO) Deputy while he was on a Traffic Stop. She wanted a ride, he called for assistance, and she was arrested.

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- Officers arrested a subject for four different Narcotics Violations. The subject was part of an on-going investigation and he turned himself in for the charges.
- Officer checked for a subject with four Warrants in three different jurisdictions. Contact was made with the girlfriend of the subject who cooperated and informed us that the male had left for Des Moines to avoid arrest. Information was forwarded.
- Officer made Traffic Stop on Olive Street. Subject was arrested for Operating While Intoxicated (OWI) 1st Offense.
- Officers were called to a Burglary in progress at a residence on College Street. Subjects were not located.
- Officer made a Traffic Stop on Waterloo Road, and the driver was arrested for Operating While Intoxicated (OWI).
- Officers called to Derringer's for a subject passed out on the floor. The subject was taken by Ambulance to the Hospital.
- Officers were called to a residence on West 18th Street for a Dispute between father and son. Son was mad because father sold house and was moving at the end of the month. Son later arrived at the Cedar Falls Police Department and requested an Ambulance for mental health issue.
- Officers called to a residence on University Avenue for possible Burglary. Subject broke window trying to get in to apartment. Subject was not located.
- Officer called to Medicote for a vehicle that was damaged in the parking lot.
- Officer made a Traffic Stop at University Avenue and Veralta Drive. Subject was brought in for possession of Meth. Was turned over to Tri-County for Drug Investigation.
- Officers called to a subject staggering along Greenhill Road. The subject was located and arrested for Public Intoxication.
- Officers received information from Cedar Falls Investigator, that one of his witnesses was being intimidated by gang members on a party bus coming to Cedar Falls. Officers were instructed to be in the area to stop any issues that would come up. Subjects left after seeing the response of Officers in the area. Investigator again called-in to Supervisor and again reported that one of the gang members was back on the Hill and possibly had a gun. Shift Captain ordered all Units to the Hill and saturated the area with Officers. Subjects were not located and the Hill area cleared after bar close without incident.
- Officer went to stop a vehicle for speed on West 18th Street. Vehicle turned the wrong way on Washington Street in an attempt to get-away. The vehicle did finally stop a few blocks later. The driver was charged with a Zero Tolerance Violation and was cited for Speed and Wrong Direction on a One-Way.
- Officer stopped a vehicle in the Kwik Star parking lot. Subject was later arrested for 1st Offense Operating While Intoxicated (OWI).
- Officers were called to an Accident on Highway 58 for a vehicle that had left the roadway.
- While in route to an Accident on Highway 58, an Officer witnessed an Accident on the over pass. Extreme icy conditions.
- Officers were called to a residence on Baker Street for a Suicidal subject with a gun. Officers were able to get the subject to go to the Hospital by Ambulance.
- Officers were called to a large fight in front of Derringer's. One subject was arrested for Intoxication. The bar was not who called the fight in, but did admit to Officers that they had several fights that night but did not call them in.
- Officer stopped a vehicle for no headlights on Main Street. The driver was arrested for Operating While Intoxicated (OWI).
- Officer was called to Highway 218 and Lone Tree Road for a semi that went into the ditch.
- Officers were called to Cedar Heights Drive and University Avenue for cars possibly drag racing. Nothing was located.
- Officers were called to a Domestic Assault (D/A). Male half had left prior to Officer's arrival and was possibly drunk. Female was treated for injuries and the case is on-going.
- Officers arrested the female from the previous evening's Domestic Assault (D/A). Through investigation, it was learned that the female was the aggressor in the assault.
- Officers arrested a male for Domestic Assault (D/A) and Domestic Assault (D/A) Strangulation. Officers responded to a 911 call in which they needed to force entry into the residence. They found the male Assaulting the female inside of the residence.

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- Officers were called to an Accident on Brenton Drive.
- Officers were called to Horizon Towers for a Suspicious male hanging around. Subject was located and Warned and Advised.
- Officers were called to an Accident at the round-about at Holiday Road. Driver had left the scene on foot and was not located.
- Officers were called to Applebee's for an open door. Business was searched and building secured.
- Officers while conducting Bar Checks on College Hill, arrested a male inside Sharkey's for Intoxication.
- Officer witnessed a fight in 2100 block of College Street. Subjects took-off running. One subject was caught and arrested for Disorderly and Interference with Official Acts.
- Officer noticed a subject trying to fight another subject at 3rd Street and Main Street. One subject was arrested for Public Intoxication.
- Officers were Walking Bar at VooDoo Lounge when they noticed a subject who smelled really strong of Marijuana. The subject was arrested for Possession of Marijuana and Possession of Prescription Drugs.
- Officers while Walking Bars on the Hill came across a Disorderly behind The Social House. One male subject was arrested for Intoxication and Disorderly.
- While Walking Bars on the Hill, an Officer came in contact with a female who was intoxicated and under the age of 18. She was taken into custody and transported to the Police Department so her parents could be contacted. Mom did come to the Cedar Falls Police Department and picked her up.
- Officers were called to Wendy's for a male Assaulting a female in the drive-up. Officers were unable to locate the vehicle.
- Officer saw a Disorderly outside of VooDoo Lounge. One subject was arrested for Disorderly.
- Officer was notified by a male that a female he was with was lost and not from this area. Officers did locate the female at 20th Street and Olive Street. The female was extremely intoxicated and did not want to be with the male that was looking for her. She was taken into custody for Public Intoxication.
- Officer made a Traffic Stop at 18th Street and College Street. The driver was arrested for Operating While Intoxicated (OWI).
- Officer made a Traffic Stop for Tinted Windows. Driver was arrested for Driving While License Revoked (DWLR).
- Officer made a Traffic Stop for a Speed Violation. Driver had multiple suspensions (x5). Driver was arrested and the vehicle towed.
- Officer was called to Leverage Road and Lincoln Street to assist a County Unit on a Traffic Stop. While assisting, the passenger of the vehicle got out of the vehicle and started to be a problem. The Officer arrested the passenger for Intoxication, Interference and Possession of Marijuana.
- Officers were called to a residence for a 911 hang-up. Officers found the subject very intoxicated. He was asking for medical assistance. The subject resisted when Officers attempted to help him and he had to be restrained. The subject did go with the Ambulance and an Officer road with. The apartment was covered in dog feces and urine. Two dogs were taken by Animal Control and a report of the condition of the residence will be passed-on to Code Enforcement.
- Officer was called to a residence on College Street for a male subject refusing to leave. Subject was arrested for Public Intoxication.
- Officers were called to a residence on West 22nd Street for an Assault where a knife was used to threaten another. Officers were not able to determine if a knife was used and the parties were separated for the night. A short time later, Officers were called back and one subject was arrested for Assault.
- Officers were called to Sartori Hospital for a subject in the Emergency Room who may have given False Information for treatment. Hospital did not want anything done; Officers did meet with the subject and received the subject's information in case more was needed.
- Officers were called to a residence on Brookside Drive for an Assault between neighbors. A male neighbor was found at one residence having relations with female there. Male who usually has relations with the female who lives at this residence showed up and was not happy. Subject from the neighboring residence who was assaulted did not want charges at this time.
- Officers were called to McDonald's on Main Street for a subject who drove into their sign. The subject was arrested for Operating While Intoxicated (OWI).
- Officers were called to a residence on Walnut Street for an attempted Burglary. The subjects were not located.

- Officers were dispatched to a residence on Neola Street for a male Assaulting a female. The male was arrested for Domestic Assault.
- Officers were dispatched to a residence on West 2nd Street for a prowler. Nothing was found.
- Officers were dispatched to the Extended Stay Inn for a male Assaulting a female. There were no injuries, and no one wanted to pursue charges. Both parties wanted to remain together for the night.
- Officers were dispatched to a residence on West 12th Street for a roommate Assaulting another roommate. Both roommates gave conflicting statements. No arrests at this time as additional witnesses are being interviewed.
- An Officer took a report of a Stolen Vehicle. The vehicle was actually stolen approximately ten days ago, but the victim was not aware of the Theft until today. A suspect was developed during the investigation, but no arrests or recovery of the car has occurred yet.
- Officers received a report of a Runaway teenager from Oelwein driving her parent's car in the College Square Mall area. Officers checked the area, but were unable to locate her.
- An Officer was stopped by a victim, who reported his truck stolen from the College Hill area. A report was taken, and it was entered into National Crime Information Center (NCIC) as stolen. The truck was later found parked in a parking lot on University of Northern Iowa (UNI) Campus. It is likely the owner misplaced where he parked the truck.
- Officers were dispatched to the apartments at Terrace Drive for an Assault in progress. The parties separated prior to Officer's arrival. No one wanted charges.
- Officers were called to Octopus for an Assault. Officers were unable to locate suspect
- Officer stopped a vehicle in the 800 block of Main Street. Driver was arrested for Operating While Intoxicated (OWI) 2nd Street.
- Officers stopped a vehicle going the wrong direction on Seerley Boulevard. Driver was arrested for Possession of Marijuana.
- Officer while doing a Business Check at Casey's on Main Street arrested a male subject for Public Intoxication.
- Officers while doing a Business Check at Kwik Star on the Hill, arrested a female for Intoxication after she urinated in the parking lot.
- Officers were called to a residence in Gas Light Trailer Park for a subject who destroyed another home. Reporting Party was very intoxicated and was ask to come to the Police Department the next night and make a report. She never showed up.
- Officers were called a residence on Walnut Street for a male subject who came into the residence and was looking around with a flash light. The subject took-off running when the residents confronted him. Officers were unable to locate
- Officer was called to a residence on Waterloo Road for an Assault report. One male subject was located and arrested for Domestic Assault. The subject was determined to be here illegally from Pakistan and working illegally. Immigration and Customs Enforcement (ICE) was notified and advised they would pick the subject up at the Black Hawk County Jail.

INVESTIGATIVE UNIT – Captain Michael E. Hayes

- Received a report of a Sexual Abuse of a Minor. Child Protection Center (CPC) conducted an interview of the Minor earlier in the day. A Search Warrant was executed later in the day where evidence was collected. The investigation continues into the incident.
- Captain Hayes attended the Family Children's Council Executive Board monthly meeting.
- Investigators assisted Third Shift on a case that they investigating. Evidence was obtained and forwarded to the Officer working the incident.
- Two Investigators assisted First Shift on a Burglary that occurred on Big Woods Road. The suspect in the Burglary was banishing a rifle when entry was made. No one was home at the time of the Burglary. Video of the Burglary was obtained from a nearby camera.
- An investigator went to the Child Protection Center (CPC) to assist in an interview of a Minor reference an incident involving inappropriate text messages.
- An investigator assisted First Shift Officer in seizing items that were stolen from a construction site Theft. It was later determined that the items came from a Waterloo Theft. They will be contacted about the items.

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- Investigators assisted First Shift in a search for a Suicidal woman. Officers had taken a report of the female stating that she was going to take pills. She was located later in the day at Back Bone State Park in Strawberry Point.
- Captain Hayes attended the 2018 National Crime Victim's Rights Week Ceremony that was held at the Waterloo Women's Center for Change. During the Program, names were read of all people that had died during the previous year by Homicide.
- Investigators assisted First Shift in a Suicide on Blue Grass Circle.
- Investigators assisted First Shift Officers with a Search Warrant at a residence on Franklin Street.
- Investigator attended the monthly Child Protection Center case review.
- An investigator attended the monthly Sexual Assault Response Team (SART) Meeting.
- An investigator attended the monthly Community Resources to Stop Heroin (CRUSH) Meeting.
- Two Investigators / Bike Officers attended a 'Bike Rodeo' at Orchard Hill Elementary. Students were given safety tips when riding their bikes.
- Investigator began follow-up investigation on a Robbery, in which employees at a local store were peppered sprayed by a suspect after items were taken from the store.
- Investigator began follow-up investigation on a Child Abuse (Sexual Abuse) at a residence in the southern part of Cedar Falls.
- Investigators worked with Leflore, MS Sheriff's Department reference the recovery of a stolen vehicle and an arrest of the suspect. Black Hawk County Sheriff's Office will handle the extradition of the suspect. Hertz Rental Car, the victim in the case, was contacted reference the recovered vehicle so arrangements could be made for them to pick the vehicle up.
- Two Investigators attended the Black Hawk County Police Gang Meeting held at Waterloo Police Department.
- Captain Hayes and Officer Ladage attended the Cedar Falls School Safety Committee Meeting.
- Investigator assisted with an interview of a Minor at the Child Protection Center (CPC). The interview was reference possible Sexual Abuse.
- Investigator / Bike Officer assisted with a 'Bike Rodeo' at Southdale School.
- Investigators began follow-up on a Stolen Vehicle from L & M Transmission. The vehicle was involved in a high speed chase in Waterloo. The suspect in the case was arrested.
- Captain Hayes gave a Bank Robbery talk to Collins Community Credit Union.

Case Information For Month:

- Cases Assigned: 14
- Cases Closed Inactive: 4
- Cases Closed Exceptional: 3
- Cases To County Attorney For Review: 3
- Cases Closed By Arrest / Warrant: 3

Cellebrite Extractions (Investigator McNamara):

- On 04-05-18, extracted data for Sexual Assault case.
- On 04-11-18, extracted data for Sexual Assault case.
- On 04-13-18, extracted data reference a Violation of a No-Contact Order case.
- On 04-24-18, extracted data for an outside agency on four phones.
- On 04-25-18, extracted data for an outside agency on two phones.

School Resource Officer:

- On 04-02-18, SRO Ladage gave two classroom talks to Southdale Elementary students on Cyberbullying.
- On 04-02-18, SRO Ladage gave two presentations to Southdale Elementary students on Internet Safety.
- On 04-02-18, SRO Ladage gave two presentations to North Cedar Elementary students on Internet Safety.
- On 04-03-18, SRO Ladage gave a presentation to Southdale Elementary students on Cyberbullying.
- On 04-03-18, SRO Ladage gave a presentation to Hansen Elementary students on Cyberbullying.
- On 04-03-18, SRO Ladage gave a presentation to Hansen Elementary students on Bullying.
- On 04-05-18, SRO Ladage gave a Bullying presentation to students at Hansen Elementary.
- On 04-09-18, SRO Ladage gave an Internet Safety Talk to students at Cedar Heights Elementary.
- On 04-09-18, SRO Ladage gave a presentation of Bullying to students at Cedar Heights Elementary.
- On 04-09-18, SRO Ladage gave presentations on the Dangers of Drugs to students at Hansen Elementary.

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- On 04-12-18, SRO Ladage assisted administrators at Peet Junior High in a Fire Drill.
- On 04-12-18, SRO Ladage gave presentations on Bullying to students at Hansen Elementary.
- On 04-12-18, SRO Ladage assisted at an elementary school with a student who was having emotional problems.
- On 04-17-18, SRO Ladage gave presentations on Domestic Abuse to students at Cedar Falls High School.
- On 04-19-19, SRO Ladage gave a presentation to Hansen Elementary students on the Dangers of Drugs.
- On 04-20-18, SRO Ladage gave Bike Safety pointers to students at Orchard Hill School during a 'Bike Rodeo'.
- On 04-24-18, SRO Ladage gave seven presentations on the Danger of Drugs to Peet Junior High students.
- On 04-27-18, SRO Ladage gave Bike Safety pointers to students at Hansen Elementary during a 'Bike Rodeo'.
- On 04-30-18, SRO Ladage gave presentations to Lincoln Elementary students on the Danger of Drugs.
- On 04-30-18, SRO Ladage gave a Safety presentation to Driver Education students.

CSI Report:

- During the month of April, Officer Belz continued purging property associated with closed cases from 2013.
- Property from 104 closed cases from 2013 were destroyed.
- Seventeen items of found property from 2013 were destroyed.
- Twenty-eight items of found property from 2017 were destroyed.
- Counterfeit bills from 13 closed cases from 2017 were sent to the Secret Service for destruction.
- Sixty-seven items of property were released back to their owners.
- Thirteen pieces of evidence were taken to the State Crime Lab for processing.
- Found property from January through March 2018 were posted on the City website and Police Department Facebook page.

Calls Requested For Assistance:

- On 4/2/18, Officer Belz assisted Second Shift Officers with the execution of a Search Warrant relating to the Burglary on West 8th Street in March.
- On 4/2/18, Officer Belz assisted Detectives with the execution of a Search Warrant relating to a Sex Abuse case at County Terrace Mobile Home Park.
- On 4/6/18, Officer Belz assisted First Shift Officers with processing a Burglary at a rental storage unit on Chancellor Drive.
- On 4/10/18, Officer Belz assisted First Shift Officers with processing a Business Burglary on University Avenue.
- On 4/11/18, Officer Belz assisted First Shift Officers with processing a Residential Burglary on Willow Lane.
- On 4/11/18, Officer Belz assisted First Shift Officers with a Suicide on Bluegrass Circle.
- On 4/13/18, Officer Belz assisted First Shift Officers with the execution of a Drug Search Warrant on Franklin Street.
- On 4/27/18, Officer Belz assisted Detectives with processing a recovered Stolen Vehicle in connection to the Business Burglary on University Avenue on 4/10/18.

Evidence / Property:

- Evidence entered: 107
- CD's entered by Officers: 199
- Attorney requests (not video): 5
- Attorney video copies: 136
- Evidence tested for outside agencies: 0
- Property held for safekeeping: 1

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POLICE RESERVE UNIT – Lieutenant Brooke Heuer

- Reserve Officers assisted with the St. Patrick's Shamrock Shuffle 5K on April 14th.
- On April 28th, Reserves assisted with the Make-A-Wish 5K at Gateway Park. The planners for this event did not need Traffic Control, but wanted Officers there to interact with the children at the event.
- The Reserve Unit assisted with the Drug Enforcement Agency (DEA) Drug Take Back on April 28th. Forty-two pounds of drugs were collected.
- Angie Lindley attended Module E and F Training at Hawkeye Community College for State of Iowa Certification during the month of April.
- Angie Lindley and Nik Erickson took and passed Module Tests working toward their Reserve Officer Certification.
- Reserve Officers attended Monthly Training during the evening of April 10th. Training topics included Taser, United States National Grid (USNG), Compressed Air Foam (CAF) System, and training on the new Gator. Some who weren't able to attend that Training attended In-Service with career Officers.
- Angie Lindley attended Taser Certification Training on April 25th at the Police Department.
- Reserves Officers assisted with the funeral procession for Waterloo Police Department Sargent Greenlee.
- Reserves worked 6.0 hours of "on-duty" POC time this month.
- 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.
- In the month of April, the Reserve Unit logged a total of 196.25 hours of ride time and training. The hours for each Reserve Officer are as follows:

NAME	HOURS
Bostwick	30.25
Brown	4
Buck	15
Burg	21
Clark	14.5
Cross	20
Erickson	4
Griffin	10
Husidic	Military
Jaeger	28.75
Lindley	30
Sterrett	6
Wright	12.75
TOTAL	196.25

POLICE TRAINING EVENTS – Lieutenant Tim Smith

- National Crime Information Center (NCIC) Recertification Exams.
- Documents have been submitted for future Training.
- In-Service Training:
 - United States National Grid (USNG) Training.
 - Compressed Air Foam System Update.
 - Taser Recertification Training.
- Officer Neymeyer started her Solo Patrol on Second Shift.
- Officer Cedric Danilson and Officer Liesel Reimers started employment on April 23rd.
- Officers Babic, Hancock, Young, Danilson, and Reimers started Iowa Law Enforcement Academy (ILEA) on April 30th.
- Officer Hernandez started Phase II of Field Training on First Shift.
- Officer Russell is attending Iowa Law Enforcement Academy (ILEA) and will graduate May 17, 2018.
- Officer Madsen is now on Solo Patrol on First Shift.
- Captain Hayes attended one-day training at Allen Child Protection Center.
- Lieutenant Smith attended a 16-hour Leadership Course in Ames, Iowa.

POLICE RECORDS – Lieutenant Tim Smith

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

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POLICE STATISTICS:

	<u>April 2018</u>	<u>Total 2018</u>
Group A Crimes		
Murder	0	0
Kidnapping / Abduction	0	0
Forcible Rape	0	6
Forcible Sodomy	0	0
Forcible Fondling	1	6
Robbery	1	5
Assault	19	52
Arson	0	0
Extortion / Blackmail	0	1
Burglary / B&E	15	47
Theft	35	181
Theft / Motor Vehicle	2	8
Counterfeit / Forgery	4	13
Fraud	6	25
Embezzlement	0	1
Stolen Property	1	3
Vandalism	12	39
Drug Offenses	20	60
Porn / Obscene Material	1	2
Prostitution	0	0
Weapon Law Violation	0	4
Group B Crimes		
Theft by Check	0	0
Disorderly Conduct	9	37
Operating While Intoxicated	15	56
Public Intoxicated / Liquor Violations	13	65
Non-Violent Family Offense	0	0
Liquor Law Violation	3	8
Runaway	0	5
Trespassing	1	9
Other Offenses	20	62
Group A Total:	117	453
Group B Total:	61	242
Total Reported Crimes:	178	695
Traffic Accidents		
Fatality	0	1
Personal Injury	14	37
Property Damage	75	229
Total Reported Accidents	89	267
Driving Offenses		
Driving While Barred	1	5
Driving While Suspended / Revoked	3	12
Eluding / Peace Officer	1	2
Total Driving Offenses	5	19
Alcohol/Tobacco Violations	44	108
Calls For Service	1,502	5,818
Total Arrests	94	352

CEDAR FALLS FIRE RESCUE

APRIL FIRE DEPARTMENT ACTIVITIES:

- Station #1 (Green Shift):
 - One Station Tour for three adults and three children.
 - Smoke Detector Check / Installation.
- Station #1 (Red Shift):
 - Provided Public Education to area schools.
 - One Station Tour for the Southdale Preschool.
- Station #3 (Blue Shift):
 - Showed Fire Engine and handed out PR materials at the Make-A-Wish Foundation 5K Run at Gateway Park.

FIRE ALTERNATIVE STAFF:

- Part-time and POC Firefighters contributed 56.5 hours of Shift Duty in April.

FIRE RENTAL INSPECTIONS – Battalion Chief Curt Hildebrand

- April Inspections: 71

FIRE TRAINING EVENTS – Lieutenant Tim Smith

- Fire Training consisted of Hose Testing at Fire Headquarters.
- Target Solutions Training Material:
 - CAPCE - Assessing the Patient with Major Trauma.
 - NFPA 1001 - Forcible Entry into a Structure.
- 16 Public Safety Officers are working through their PSO Training Manual at Fire Headquarters.
- Battalion Chief Hildebrand attended a 40-hour Water Based Fire Systems Class.
- Captain Brown and Firefighter Stotler attended a 40-hour Fire Department Instructor Conference (FDIC).
- Chief Bostwick and Lieutenant Smith attended a three-day Fire Chiefs Conference in Ames, Iowa.

FIRE RECORDS – Lieutenant Tim Smith

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

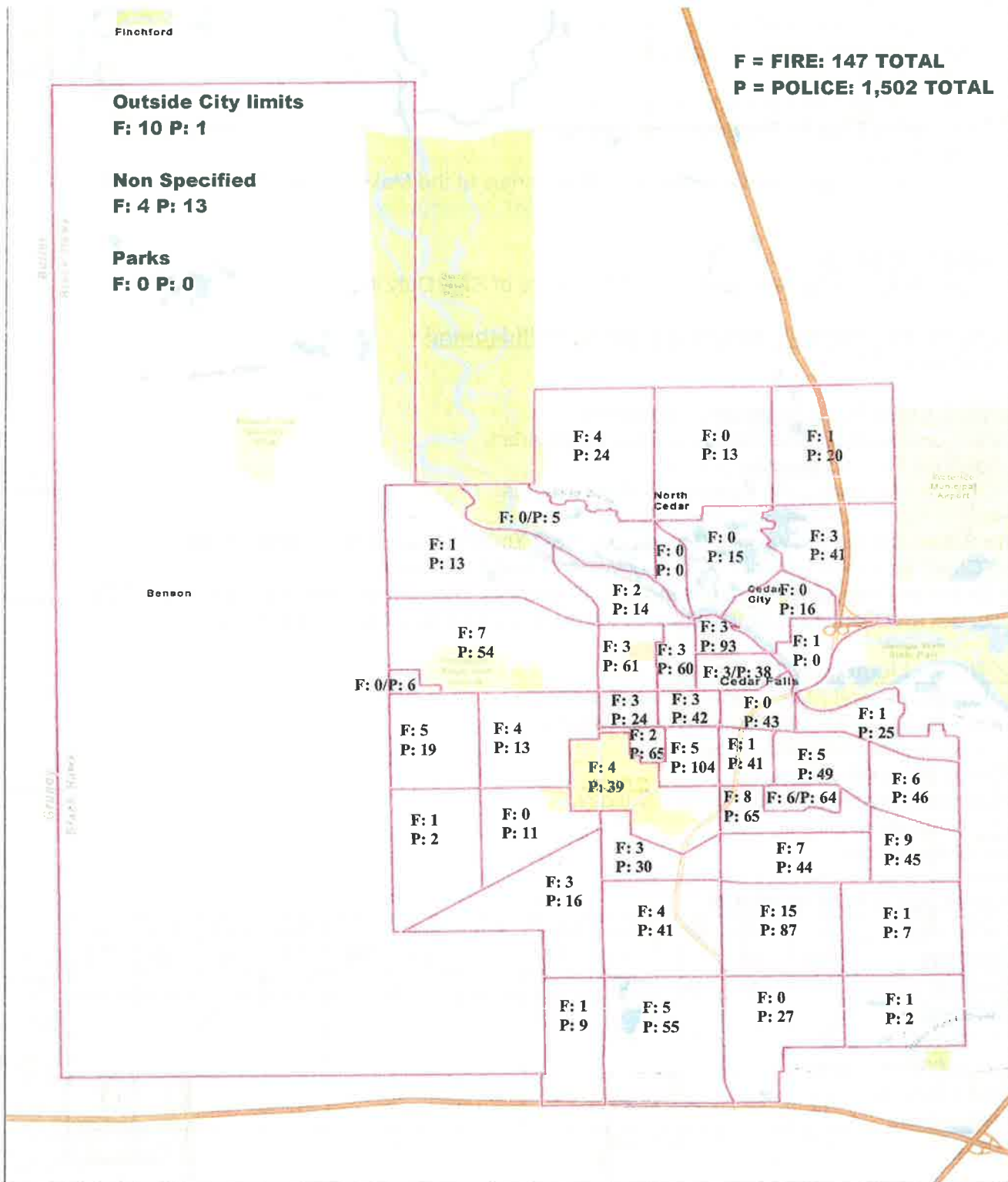
FIRE RESCUE CALLS FOR SERVICE

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								
Cancelled, False Alarms, Good Intent	59	51	51	51								
Fire, Heat, Hazard, Weather Related	11	16	8	13								
Totals	158	153	139	147								

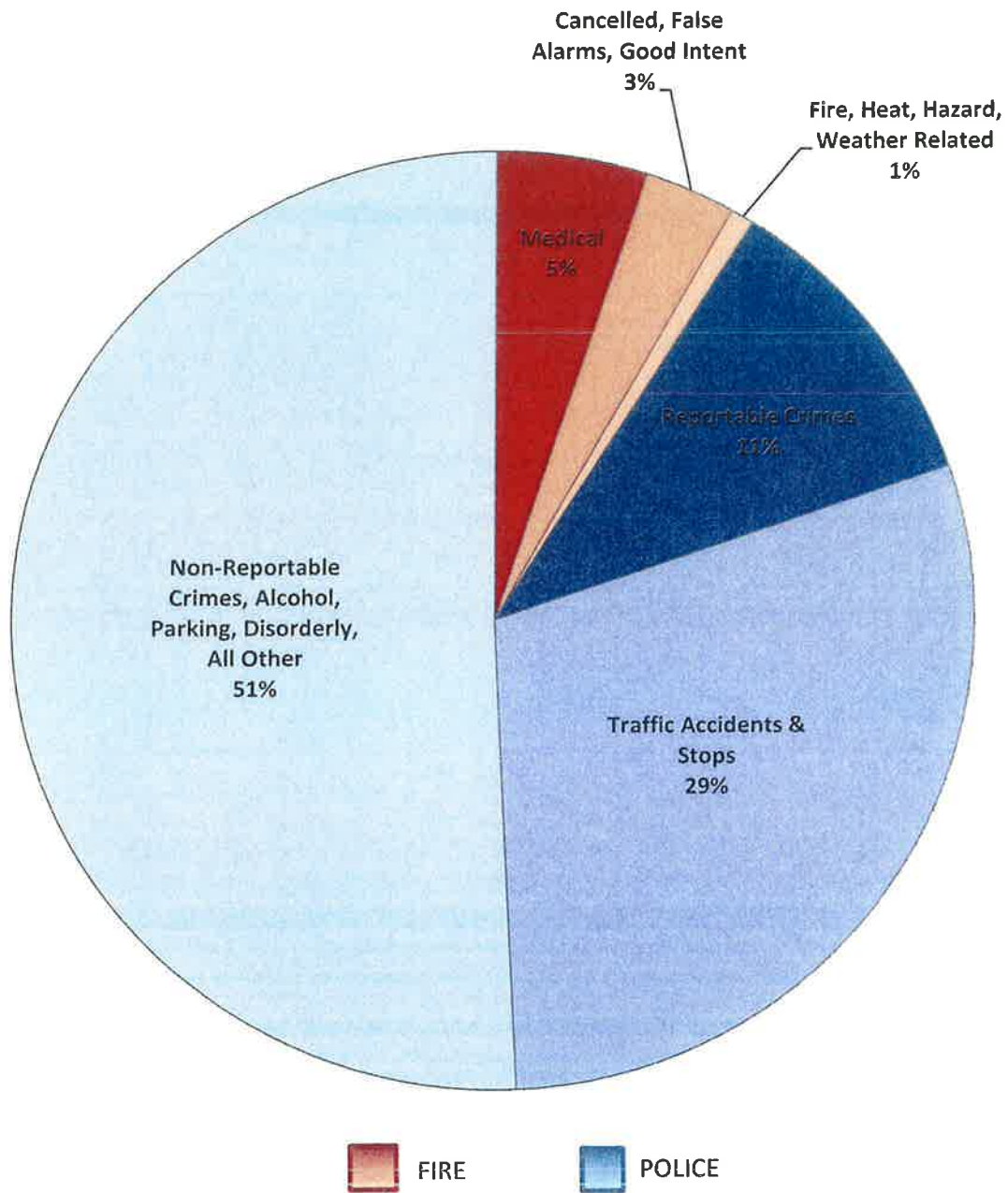
Type of Incident (per year)	2011	2012	2013	2014	2015	2016	2017
Non-Medical CFS	991	1,056	1,052	948	840	911	900
Rescue / EMS Related	1,021	1,047	1,049	1,051	1,367	1,570	1,437
Totals	2,012	2,103	2,101	1,999	2,207	2,481	2,337

Item G.1.d.

Cedar Falls Public Safety Grid Map



Cedar Falls Public Safety Experience Survey (April)



RECEIVED APR 23 2018



Iowa Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor

https://tax.iowa.gov

Instructions on the reverse side

For period (MM/DD/YYYY) 07/01/2018 through June 30, 2019

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA Dollar General Store #14412
Physical Location Address 2921 Center St. City Cedar Falls ZIP 50613
Mailing Address 100 Mission Ridge City Goodlettsville State TN ZIP 37072
Business Phone Number 319.242.3639

Legal Ownership Information:

Type of Ownership: Sole Proprietor [] Partnership [] Corporation [] LLC [x] LLP []
Name of sole proprietor, partnership, corporation, LLC, or LLP Dolgencorp LLC
Mailing Address 100 Mission Ridge City Goodlettsville State TN ZIP 37072
Phone Number 615.855.4000 Fax Number 877.364.4130 Email tax-beerandwinelicense@dollargeneral.com

Retail Information:

Types of Sales: Over-the-counter [x] Vending machine []
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes [] No [x]
Types of Products Sold: (Check all that apply)
Cigarettes [x] Tobacco [x] Alternative Nicotine Products [] Vapor Products []

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store [] Bar [] Convenience store/gas station [] Drug store []
Grocery store [] Hotel/motel [] Liquor store [] Restaurant [] Tobacco store []
Has vending machine that assembles cigarettes [] Other [x] Retail - general merch

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print) Katie Durham Name (please print)
Signature Katie Durham Signature
Date 4/23/18 Date

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY - MUST BE COMPLETE

- Fill in the amount paid for the permit: \$100.00
Fill in the date the permit was approved by the council or board
Fill in the permit number issued by the city/county
Fill in the name of the city or county issuing the permit: Cedar Falls
New [] Renewal [x]

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.
Email: iapledge@iowaabd.com
Fax: 515-281-7375

Item G.1.e.

Instructions on the reverse side

For period (MM/DD/YYYY) 01 / 01 / 2018 through June 30, 2019

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA: Murphy USA # 6970
Physical Location Address: 518 Brandilyn Blvd City: Cedar Falls IA ZIP: 50613
Mailing Address: PO Box 7300 City: Eldorado AR State: AR ZIP: 71731
Business Phone Number: 319-266-0473

Legal Ownership Information:

Type of Ownership: Sole Proprietor [] Partnership [] Corporation [x] LLC [] LLP []
Name of sole proprietor, partnership, corporation, LLC, or LLP: Murphy Oil USA, Inc.
Mailing Address: PO Box 7300 City: Eldorado AR State: AR ZIP: 71731
Phone Number: 870-881-6657 Fax Number: 870-875-7670 Email: Permits-Licensing@MurphyUSA.com

Retail Information:

Types of Sales: Over-the-counter [x] Vending machine []
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes [] No [x]
Types of Products Sold: (Check all that apply)
Cigarettes [x] Tobacco [x] Alternative Nicotine Products [x] Vapor Products [x]

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store [] Bar [] Convenience store/gas station [x] Drug store []
Grocery store [] Hotel/motel [] Liquor store [] Restaurant [] Tobacco store []
Has vending machine that assembles cigarettes [] Other []

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print): John A Moore
Signature: [Handwritten Signature]
Date: 5/10/2018

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY - MUST BE COMPLETE

- Fill in the amount paid for the permit: \$100.00
Fill in the date the permit was approved by the council or board:
Fill in the permit number issued by the city/county:
Fill in the name of the city or county issuing the permit: Cedar Falls
New [] Renewal [x]

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
Fax: 515-281-7375



Iowa Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor

https://tax.iowa.gov

Instructions on the reverse side

For period (MM/DD/YYYY) 07/01/2018 through June 30, 2019

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA: Suds
Physical Location Address: 2223 1/2 college st. City: cedar falls ZIP: 50613
Mailing Address: 2223 1/2 college st City: cedar falls State: IA ZIP: 50613
Business Phone Number: 319-208-7785

Legal Ownership Information:

Type of Ownership: Sole Proprietor [] Partnership [] Corporation [x] LLC [] LLP []
Name of sole proprietor, partnership, corporation, LLC, or LLP: up the stairs INC.
Mailing Address: 2223 1/2 college st City: cedar falls State: IA ZIP: 50613
Phone Number: 319-208-7785 Fax Number: Email: sudsupstairs@gmail.com

Retail Information:

Types of Sales: Over-the-counter [x] Vending machine []
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes [] No [x]
Types of Products Sold: (Check all that apply)
Cigarettes [x] Tobacco [x] Alternative Nicotine Products [] Vapor Products []

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store [] Bar [x] Convenience store/gas station [] Drug store []
Grocery store [] Hotel/motel [] Liquor store [] Restaurant [] Tobacco store []
Has vending machine that assembles cigarettes [] Other []

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print): Shane Bray Name (please print):
Signature: [Signature] Signature:
Date: 5-18-18 Date:

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY - MUST BE COMPLETE

- Fill in the amount paid for the permit: \$100.00
• Fill in the date the permit was approved by the council or board:
• Fill in the permit number issued by the city/county:
• Fill in the name of the city or county issuing the permit: Cedar Falls
• New [] Renewal [x]

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.
• Email: iapledge@iowaabd.com
• Fax: 515-281-7375

Item G.1.e.



Iowa Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor

<https://tax.iowa.gov>

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 2018 through June 30, 2019

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA UP IN SMOKE
Physical Location Address 2218 COLLEGE ST. City CEDAR FALLS ZIP 50613
Mailing Address 2218 COLLEGE ST City CEDAR FALLS State IA ZIP 50613
Business Phone Number 773-997-3435

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP ZAINAB LLC.
Mailing Address 2218 COLLEGE ST. City CEDAR FALLS State IA ZIP 50613
Phone Number 773-997-3435 Fax Number _____ Email UPINSMOKEONHILL@GMAIL.COM

Retail Information:

Types of Sales: Over-the-counter Vending machine
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes No
Types of Products Sold: (Check all that apply)
Cigarettes Tobacco Alternative Nicotine Products Vapor Products

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store Bar Convenience store/gas station Drug store
Grocery store Hotel/motel Liquor store Restaurant Tobacco store
Has vending machine that assembles cigarettes Other

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print) OMER NOORWALA Name (please print) _____
Signature *Omer Noorwala* Signature _____
Date MAY - 29 - 2018 Date _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY - MUST BE COMPLETE

- Fill in the amount paid for the permit: \$100.00
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: Cedar Falls
- New Renewal

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375



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: May 30, 2018
Re: Beer/Liquor License Applications

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

Name of Applicants:

- (1) Dollar General Store, 2921 Center Street, Class C beer & Class B wine - renewal.
- (2) Kwik Star, 2019 College Street, Class C beer - renewal.
- (3) Kwik Star, 7500 Nordic Drive, Class C beer & Class B wine - renewal.
- (4) Chuck E. Cheese's, 5911 University Avenue, Class B beer - renewal.
- (5) Applebee's Neighborhood Grill & Bar, 6301 University Avenue, Class C liquor - renewal.
- (6) Los Cabos Mexican Restaurant, 112-114 Main Street, Class C liquor & outdoor service - renewal.
- (7) Prime Mart, 2323 Main Street, Class E liquor - renewal.
- (8) Target, 214 Viking Plaza Drive, Class E liquor - renewal.
- (9) Fraternal Order of Eagles, 2125 West Lone Tree Road, Class C liquor & outdoor service - temporary expansion of outdoor service area. (June 22-24, 2018)



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 & City Council Members
FROM: Jennifer Rodenbeck, Director of Finance & Business Operations
DATE: June 1, 2018
SUBJECT: 2018 Bond Sales

On June 18th, the City is scheduled to sell General Obligation Bonds for various purposes and projects (attached is the list that was provided in the council packet for the 4/16 council meeting). The attached resolution directs the notice of the sale and allows for electronic bidding procedure for the sale.

Also attached is the Preliminary Official Statement (POS) that was emailed out ahead of time to Council members for review. This POS includes various financial information about the City and is subject to Federal Securities Law regulation. Staff has worked with Public Financial Management, our financial advisors and Ahlers Cooney Law Firm, our bond counsel to prepare this document.

If you have any questions regarding the bond sale, please feel free to contact me.



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 & City Council Members
FROM: Jennifer Rodenbeck, Director of Finance & Business Operations
DATE: April 5, 2018
SUBJECT: 2018 Bond Sales

On June 18th, the City is scheduled to sell General Obligation Bonds for various purposes and projects. Prior to that sale, the City must hold a public hearing authorizing the maximum amount of the bond sale. Therefore, I am requesting that the hearing be held at the May 7th council meeting. You will note that the resolutions for the hearings and sales are separated into various pieces on the Council agenda. This is due to the requirement of disclosing amounts for general corporate purpose and essential corporate purpose. The amounts are as follows:

- Essential Corporate Purpose in an amount not to exceed \$5,800,000. These proceeds are anticipated to finance various City capital projects as follows:
 - Infrastructure Oversizing
 - McMahill Property Street Improvements
 - Sidewalk Reconstruction
 - Greenhill Road Corridor Study
 - Greenhill Road Extension
 - Cemetery Road Construction
 - Tennis/Pickle Ball Courts
 - Park Project Seeding
 - Bunker Gear
 - Fire Truck Replacement
 - Storm Water projects
 - West 1st Street Sanitary Sewer
 - Plant Digester Design
- General Corporate Purpose in an amount not to exceed \$350,000. These proceeds are anticipated to finance the McMahill Property Park Grading and the Park Restroom Roof projects.
- General Corporate Purpose in an amount not to exceed \$550,000. These proceeds are anticipated to finance the Hudson Rec Trail Phase IV and the Center Street Trail projects.

If you have any questions regarding the bond sale, please feel free to contact me.

PRELIMINARY OFFICIAL STATEMENT DATED JUNE 4, 2018**New Issue****Rating: Application Made to Moody's Investors Service**

Assuming compliance with certain covenants, in the opinion of Ahlers & Cooney, P.C., Bond Counsel, under present law and assuming continued compliance with the requirements of the Internal Revenue Code of 1986, as amended (the "Code"), interest on the Bonds is excludable from gross income for federal income tax purposes. Interest on the Bonds is not an item of tax preference for federal alternative minimum tax purposes, but is included in the adjusted current earnings of corporations for purposes of the federal alternative minimum tax applicable to taxable years beginning before January 1, 2018. Interest on the Bonds is included in gross income for State of Iowa income tax purposes. The Bonds will be designated as "qualified tax-exempt obligations". See "TAX MATTERS" herein for a more detailed discussion.

CITY OF CEDAR FALLS, IOWA**\$6,585,000* General Obligation Bonds, Series 2018**

BIDS RECEIVED: Monday, June 18, 2018, 10:00 A.M., Central Time

AWARD: Monday, June 18, 2018, 7:00 P.M., Central Time

Dated: Date of Delivery (July 16, 2018)**Principal Due:** June 1, as shown inside front cover

The \$6,585,000* General Obligation Bonds, Series 2018 (the "Bonds") of the City of Cedar Falls, Iowa (the "City") are being issued pursuant to Division III of Chapter 384 of the Code of Iowa and a resolution to be adopted by the City Council of the City. The Bonds are being issued to provide funds to pay costs of opening, widening, extending, grading and draining of the right-of-way of streets, highways, avenues, alleys, public grounds and market places, and the removal and replacement of dead or diseased trees thereon; the construction, reconstruction, and repairing of any street improvements, the acquisition, installation, and repair of sidewalks, storm sewers, sanitary sewers, street lighting and traffic control devices; the acquisition of any real estate needed for any of the foregoing purposes; equipping the fire department; construction, reconstruction and repair of cemetery facilities; rehabilitation and improvement of parks already owned, construction of improvements commonly found in city parks; construction of recreational trails; acquisition, construction, reconstruction, enlargement, improvement and equipping of recreation grounds, recreation buildings, and juvenile playgrounds and parks. The Bonds are general obligations of the City for which the City will pledge its power of levy direct ad valorem taxes against all taxable property within the City without limitation as to rate or amount to the repayment of the Bonds.

The Bonds will be issued as fully registered Bonds without coupons and, when issued, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"). DTC will act as securities depository for the Bonds. Individual purchases may be made in book-entry-form only, in the principal amount of \$5,000 and integral multiples thereof. Purchasers will not receive certificates representing their interest in the Bonds purchased. Principal of the Bonds, payable annually on each June 1, beginning June 1, 2019 and interest on the Bonds, payable initially on December 1, 2018 and thereafter on each June 1 and December 1, will be paid to DTC by the City's Controller/City Treasurer (the "Registrar"). DTC will in turn remit such principal and interest to its participants for subsequent disbursements to the beneficial owners of the Bonds as described herein. Interest and principal shall be paid to the registered holder of a bond as shown on the records of ownership maintained by the Registrar on the 15th day of the month preceding such interest payment date (the "Record Date").

THE BONDS WILL MATURE AS LISTED ON THE INSIDE FRONT COVER

MINIMUM BID:	\$6,532,320
GOOD FAITH DEPOSIT:	Required of Purchaser Only
TAX MATTERS:	Federal: Tax-Exempt State: Taxable See "TAX MATTERS" section for more information.

The Bonds are offered, subject to prior sale, withdrawal or modification, when, as, and if issued subject to the legal opinion of Ahlers & Cooney, P.C., Bond Counsel, of Des Moines, Iowa, to be furnished upon delivery of the Bonds. It is expected that the Bonds will be available for delivery on or about July 16, 2018. This Preliminary Official Statement will be further supplemented by offering prices, interest rates, selling compensation, aggregate principal amount, principal amount per maturity, anticipated delivery date, and underwriter, together with any other information required by law, and shall constitute a final "Official Statement" of the City with respect to the Bonds, as defined in Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended.

* Preliminary; subject to change.

Item G.2.a.

CITY OF CEDAR FALLS, IOWA

\$6,585,000* General Obligation Bonds, Series 2018

MATURITY: The Bonds will mature June 1 in the years and amounts as follows:

<u>Year</u>	<u>Amount*</u>	<u>Year</u>	<u>Amount*</u>
2019	\$525,000	2024	\$665,000
2020	610,000	2025	685,000
2021	625,000	2026	710,000
2022	640,000	2027	725,000
2023	650,000	2028	750,000

***PRINCIPAL**

ADJUSTMENT: Preliminary; subject to change. The City reserves the right to increase or decrease the aggregate principal amount of the Bonds and to increase or decrease each scheduled maturity thereof after the determination of the successful bidder. The City may increase or decrease each maturity in increments of \$5,000 but the total amount to be issued, will not exceed \$6,700,000. Interest rates specified by the successful bidder for each maturity will not change. Final adjustments shall be in the sole discretion of the City.

The dollar amount of the purchase price proposed by the successful bidder will be changed if the aggregate principal amount of the Bonds is adjusted as described above. Any change in the principal amount of any maturity of the Bonds will be made while maintaining, as closely as possible, the successful bidder's net compensation, calculated as a percentage of bond principal. The successful bidder may not withdraw or modify its bid as a result of any post-bid adjustment. Any adjustment shall be conclusive, and shall be binding upon the successful bidder.

INTEREST: Interest on the Bonds will be payable on December 1, 2018 and semiannually thereafter.

REDEMPTION: The Bonds due after June 1, 2026 will be subject to call prior to maturity in whole, or from time to time in part, in any order of maturity and within a maturity by lot on said date or on any date thereafter upon terms of par plus accrued interest to date of call. Written notice of such call shall be given at least thirty (30) days prior to the date fixed for redemption to the registered owners of the Bonds to be redeemed at the address shown on the registration books.

COMPLIANCE WITH S.E.C. RULE 15c2-12

Municipal obligations (issued in an aggregate amount over \$1,000,000) are subject to General Rules and Regulations, Securities Exchange Act of 1934, Rule 15c2-12 Municipal Securities Disclosure.

Preliminary Official Statement: This Preliminary Official Statement was prepared for the City for dissemination to prospective bidders. Its primary purpose is to disclose information regarding the Bonds to prospective bidders in the interest of receiving competitive bids in accordance with the NOTICE OF BOND SALE and the TERMS OF OFFERING contained herein. Unless an addendum is received prior to the sale, this document shall be deemed the near final "Official Statement".

Review Period: This Preliminary Official Statement has been distributed to the City's staff as well as to prospective bidders for an objective review of its disclosure. Comments, omissions or inaccuracies must be submitted to PFM Financial Advisors LLC (the "Municipal Advisor") at least two business days prior to the sale. Requests for additional information or corrections in the Preliminary Official Statement received on or before this date will not be considered a qualification of a bid received. If there are any changes, corrections or additions to the Preliminary Official Statement, prospective bidders will be informed by an addendum at least one business day prior to the sale.

Final Official Statement: Upon award of sale of the Bonds, the legislative body will authorize the preparation of a final Official Statement that includes the offering prices, interest rates, selling compensation, aggregate principal amount, principal amount per maturity, anticipated delivery date and other information required by law and the identity of the underwriter (the "Syndicate Manager") and syndicate members. Copies of the final Official Statement will be delivered to the Syndicate Manager within seven business days following the bid acceptance.

REPRESENTATIONS

No dealer, broker, salesperson or other person has been authorized by the City to give any information or to make any representations, other than those contained in the Preliminary Official Statement. This Preliminary Official Statement does not constitute any offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Bonds by any person, in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. The information, estimates and expressions of opinion herein are subject to change without notice and neither the delivery of this Preliminary Official Statement nor any sale made hereunder, shall, under any circumstances, create any implication that there has been no change in the affairs of the City since the date hereof. This Preliminary Official Statement is submitted in connection with the sale of the securities referred to herein and may not be reproduced or used, in whole or in part, for any other purpose.

This Preliminary Official Statement and any addenda thereto were prepared relying on information from the City and other sources, which are believed to be reliable.

Bond Counsel has not participated in the preparation of this Preliminary Official Statement and is not expressing any opinion as to the completeness or accuracy of the information contained therein.

Compensation of the Municipal Advisor, payable entirely by the City, is contingent upon the sale of the issue.

Item G.2.a.

CITY OF CEDAR FALLS, IOWA

City Council

		<u>Term Expires:</u>
Jim Brown	Mayor	December 31, 2019
Mark Miller	Council Member – 1 st Ward	December 31, 2021
Susan deBuhr	Council Member – 2 nd Ward	December 31, 2019
Daryl Kruse	Council Member – 3 rd Ward	December 31, 2021
Tom Blanford	Council Member – 4 th Ward	December 31, 2019
Frank Darrah	Council Member – 5 th Ward	December 31, 2021
Rob Green	Council Member – At Large	December 31, 2021
David Wieland	Council Member – At Large	December 31, 2019

Administration

Ron Gaines – City Administrator
Jennifer Rodenbeck – Director of Finance & Business Operations
Lisa Roeding – Controller/City Treasurer
Jacque Danielsen - City Clerk

City Attorney

Kevin Rogers
Cedar Falls, Iowa

Bond Counsel

Ahlers & Cooney, P.C.
Des Moines, Iowa

Municipal Advisor

PFM Financial Advisors LLC
Des Moines, Iowa

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APPENDIX B - JUNE 30, 2017 COMPREHENSIVE ANNUAL FINANCIAL REPORT

APPENDIX C - FORM OF CONTINUING DISCLOSURE CERTIFICATE

OFFICIAL BID FORM

Item G.2.a.

NOTICE OF BOND SALE

Time and Place of Sealed Bids: Bids for the sale of Bonds of the City of Cedar Falls, State of Iowa, hereafter described, must be received at the office of the City Clerk, City Hall, 220 Clay Street, Cedar Falls, Iowa 50613; Telephone: 319-273-8600 (the "Issuer") before 10:00 o'clock A.M., on the 18th day of June, 2018. The bids will then be publicly opened and referred for action to the meeting of the City Council in conformity with the TERMS OF OFFERING.

The Bonds: The Bonds to be offered are the following:

GENERAL OBLIGATION BONDS, SERIES 2018, in the amount of \$6,585,000*, to be dated July 16, 2018 (the "Bonds")

*Subject to principal adjustment pursuant to official Terms of Offering.

Manner of Bidding: Open bids will not be received. Bids will be received in any of the following methods:

- Sealed Bidding: Sealed bids may be submitted and will be received at the office of the City Clerk at City Hall, 220 Clay Street, Cedar Falls, Iowa 50613.
- Electronic Internet Bidding: Electronic internet bids will be received at the office of the City's Municipal Advisor, PFM Financial Advisors LLC, 801 Grand Avenue, Suite 3300, Des Moines, Iowa 50309. The bids must be submitted through the PARITY® competitive bidding system.
- Electronic Facsimile Bidding: Electronic facsimile bids will be received at the office of the City's Municipal Advisor, PFM Financial Advisors LLC, 801 Grand Avenue, Suite 3300, Des Moines, Iowa 50309 (facsimile number: 515-243-6994). Electronic facsimile bids will be treated as sealed bids.

Consideration of Bids: After the time for receipt of bids has passed, the close of sealed bids will be announced. Sealed bids will then be publicly opened and announced. Finally, electronic internet bids will be accessed and announced.

Sale and Award: The sale and award of the Bonds will be held at the Council Chambers, City Hall, 220 Clay Street, Cedar Falls, Iowa at a meeting of the City Council on the above date at 7:00 o'clock P.M.

Official Statement: The Issuer has issued an Official Statement of information pertaining to the Bonds to be offered, including a statement of the Terms of Offering and an Official Bid Form, which is incorporated by reference as a part of this notice. The Official Statement may be obtained by request addressed to the City Clerk, City Hall, 220 Clay Street, Cedar Falls, Iowa 50613; Telephone: 319-273-8600 or the Issuer's Municipal Advisor, PFM Financial Advisors LLC, 801 Grand Avenue, Suite 3300, Des Moines, Iowa, 50309; Telephone: 515-243-2600.

Terms of Offering: All bids shall be in conformity with and the sale shall be in accordance with the Terms of Offering as set forth in the Official Statement.

Legal Opinion: The Bonds will be sold subject to the opinion of Ahlers & Cooney, P.C., Attorneys of Des Moines, Iowa, as to the legality and their opinion will be furnished together with the printed Bonds without cost to the purchaser and all bids will be so conditioned. Except to the extent necessary to issue their opinion as to the legality of the Bonds, the attorneys will not examine or review or express any opinion with respect to the accuracy or completeness of documents, materials or statements made or furnished in connection with the sale, issuance or marketing of the Bonds.

Rights Reserved: The right is reserved to reject any or all bids, and to waive any irregularities as deemed to be in the best interests of the public.

By order of the City Council of the City of Cedar Falls, State of Iowa.

City Clerk, City of Cedar Falls, State of Iowa

TERMS OF OFFERING

CITY OF CEDAR FALLS, IOWA

Bids for the purchase of the City of Cedar Falls, Iowa’s (the “City”) \$6,585,000* General Obligation Bonds, Series 2018 (the “Bonds”) will be received on Monday, June 18, 2018, before 10:00 A.M. Central Time after which time they will be tabulated. The City Council will consider award of the Bonds at 7:00 P.M. Central Time, on the same day. Questions regarding the sale of the Bonds should be directed to the City’s Municipal Advisor, PFM Financial Advisors LLC, 801 Grand Avenue, Suite 3300, Des Moines, Iowa, 50309 or by telephoning 515-243-2600.

In addition to the provisions of the official NOTICE OF BOND SALE, this section sets forth the description of certain terms of the Bonds as well as the TERMS OF OFFERING with which all bidders and bid proposals are required to comply, as follows:

DETAILS OF THE BONDS

GENERAL OBLIGATION BONDS, SERIES 2018 in the principal amount of \$6,585,000*, will be dated the date of delivery (anticipated to be July 16, 2018), in the denomination of \$5,000 or multiples thereof, and will mature June 1 as follows:

<u>Year</u>	<u>Amount*</u>	<u>Year</u>	<u>Amount*</u>
2019	\$525,000	2024	\$665,000
2020	610,000	2025	685,000
2021	625,000	2026	710,000
2022	640,000	2027	725,000
2023	650,000	2028	750,000

ADJUSTMENT TO BOND MATURITY AMOUNTS

The City reserves the right to increase or decrease the aggregate principal amount of the Bonds and to increase or reduce each scheduled maturity thereof after the determination of the successful bidder. The City may increase or decrease each maturity in increments of \$5,000 but the total amount to be issued will not exceed \$6,700,000. Interest rates specified by the successful bidder for each maturity will not change. Final adjustments shall be in the sole discretion of the City.

The dollar amount of the purchase price proposed by the successful bidder will be changed if the aggregate principal amount of the Bonds is adjusted as described above. Any change in the principal amount of any maturity of the Bonds will be made while maintaining, as closely as possible, the successful bidder's net compensation, calculated as a percentage of bond principal. The successful bidder may not withdraw or modify its bid as a result of any post-bid adjustment. Any adjustment shall be conclusive, and shall be binding upon the successful bidder.

INTEREST

Interest on the Bonds will be payable on December 1, 2018 and semiannually on the 1st day of June and December thereafter. Interest and principal shall be paid to the registered holder of a bond as shown on the records of ownership maintained by the Registrar as of the 15th day of the month (whether or not a business day) preceding such interest payment date (the “Record Date”). Interest will be computed on the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to rules of the Municipal Securities Rulemaking Board.

* Preliminary; subject to change.

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OPTIONAL REDEMPTION

Bonds due after June 1, 2026 will be subject to call prior to maturity in whole, or from time to time in part, in any order of maturity and within a maturity by lot on said date or on any date thereafter at the option of the City, upon terms of par plus accrued interest to date of call. Written notice of such call shall be given at least thirty (30) days prior to the date fixed for redemption to the registered owners of the Bonds to be redeemed at the address shown on the registration books.

TERM-BOND OPTION

Bidders shall have the option of designating the Bonds as serial bonds or term bonds, or both. The bid must designate whether each of the principal amounts shown above represent a serial maturity or a mandatory redemption requirement for a term bond maturity. (See the OFFICIAL BID FORM for more information.) In any event, the above principal amount scheduled shall be represented by either serial bond maturities or mandatory redemption requirements, or a combination of both.

GOOD FAITH DEPOSIT

A good faith deposit in the amount of \$65,850 (the "Deposit") is required from the lowest bidder only. The lowest bidder is required to submit such Deposit payable to the order of the City, not later than 12:00 P.M. Central Time on the day of the sale of the Bonds and in the form of either (i) a cashier's check provided to the City or its Municipal Advisor or (ii) a wire transfer as instructed by the City's Municipal Advisor. If not so received, the bid of the lowest bidder may be rejected and the City may direct the second lowest bidder to submit a Deposit and thereafter may award the sale of the Bonds to the same. No interest on a Deposit will accrue to the successful bidder (the "Purchaser"). The Deposit will be applied to the purchase price of the Bonds. In the event a Purchaser fails to honor its accepted bid proposal, the Deposit will be retained by the City.

FORM OF BIDS AND AWARD

All bids shall be unconditional for the Bonds for a price not less than \$6,532,320, plus accrued interest, and shall specify the rate or rates of interest in conformity to the limitations set forth under the "BIDDING PARAMETERS" section. Bids must be submitted on or in substantial compliance with the OFFICIAL BID FORM provided by the City. The Bonds will be awarded to the bidder offering the lowest interest rate to be determined on a true interest cost (the "TIC") basis assuming compliance with the "ESTABLISHMENT OF ISSUE PRICE" and "GOOD FAITH DEPOSIT" sections. The TIC shall be determined by the present value method, i.e., by ascertaining the semiannual rate, compounded semiannually, necessary to discount to present value as of the dated date of the Bonds, the amount payable on each interest payment date and on each stated maturity date or earlier mandatory redemption, so that the aggregate of such amounts will equal the aggregate purchase price offered therefore. The TIC shall be stated in terms of an annual percentage rate and shall be that rate of interest, which is twice the semiannual rate so ascertained (also known as the Canadian Method). The TIC shall be as determined by the Municipal Advisor based on the TERMS OF OFFERING and all amendments, and on the bids as submitted. The Municipal Advisor's computation of the TIC of each bid shall be controlling. In the event of tie bids for the lowest TIC, the Bonds will be awarded by lot.

The City will reserve the right to: (i) waive non-substantive informalities of any bid or of matters relating to the receipt of bids and award of the Bonds, (ii) reject all bids without cause and (iii) reject any bid which the City determines to have failed to comply with the terms herein.

BIDDING PARAMETERS

Each bidder's proposal must conform to the following limitations:

1. Each annual maturity must bear a single rate of interest from the dated date of the Bonds to the date of maturity.
2. Rates of interest bid must be in multiples of one-eighth or one-twentieth of one percent.
3. The initial price to the public for each maturity must be 98% or greater.

RECEIPT OF BIDS

Forms of Bids: Bids must be submitted on or in substantial compliance with the NOTICE OF BOND SALE, TERMS OF OFFERING and OFFICIAL BID FORM provided by the City or through PARITY® competitive bidding system (the "Internet Bid System"). Neither the City or its agents shall not be responsible for malfunction or mistake made by any person, or as a result of the use of an electronic bid or the means used to deliver or complete a bid. The use of such facilities or means is at the sole risk of the prospective bidder who shall be bound by the terms of the bid as received.

No bid will be accepted after the time specified in the NOTICE OF BOND SALE. The time as maintained by the Internet Bid System shall constitute the official time with respect to all bids submitted. A bid may be withdrawn before the bid deadline using the same method used to submit the bid. If more than one bid is received from a bidder, the last bid received shall be considered.

Sealed Bids: Sealed bids may be submitted and will be received at the office of the City Clerk at City Hall, 220 Clay Street, Cedar Falls, Iowa 50613.

Electronic Internet Bidding: Electronic internet bids will be received at the office of the City's Municipal Advisor, PFM Financial Advisors LLC, 801 Grand Ave, Suite 3300, Des Moines, Iowa, 50309; Telephone: 515-243-2600. The electronic internet bids must be submitted through the Internet Bid System. Information about the Internet Bid System may be obtained by calling (212) 849-5021.

Each bidder shall be solely responsible for making necessary arrangements to access the Internet Bid System for purposes of submitting its electronic internet bid in a timely manner and in compliance with the requirements of the NOTICE OF BOND SALE, TERMS OF OFFERING and OFFICIAL BID FORM. The City is permitting bidders to use the services of the Internet Bid System solely as a communication mechanism to conduct the electronic internet bidding and the Internet Bid System is not an agent of the City. Provisions of the NOTICE OF BOND SALE, TERMS OF OFFERING and OFFICIAL BID FORM shall control in the event of conflict with information provided by the Internet Bid System.

Electronic Facsimile Bids: Electronic facsimile bids will be received at the office of the City's Municipal Advisor, PFM Financial Advisors LLC, Des Moines, Iowa (facsimile number: (515) 243-6994). Electronic facsimile bids will be treated as sealed bids.

Electronic facsimile bids received after the deadline will be rejected. Bidders electing to submit bids via electronic facsimile transmission bear full responsibility for the transmission of such bid. Neither the City nor its agents shall be responsible for malfunction or mistake made by any person, or as a result of the use of the electronic facsimile facilities or any other means used to deliver or complete a bid. The use of such facilities or means is at the sole risk of the prospective bidder who shall be bound by the terms of the bid as received. Neither the City nor its agents will assume liability for the inability of the bidder to reach the above named facsimile numbers prior to the time of sale specified above. Time of receipt shall be the time recorded by the facsimile operator receiving the bids.

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BOOK-ENTRY-ONLY ISSUANCE

The Bonds will be issued by means of a book-entry only system with no physical distribution of bond certificates made to the public. The Bonds will be issued in fully registered form and one bond certificate, representing the aggregate principal amount of the Bonds maturing in each year will be registered in the name of Cede & Co. as nominee of The Depository Trust Company (“DTC”), New York, New York, which will act as securities depository of the Bonds. Individual purchases of the Bonds may be made in the principal amount of \$5,000 or any multiple thereof of a single maturity through book entries made on the books and records of DTC and its participants. Principal and interest are payable by the Registrar to DTC or its nominee as registered owner of the Bonds. Transfer of principal and interest payments to participants of DTC will be the responsibility of DTC; transfer of principal and interest payments to beneficial owners by participants will be the responsibility of such participants and other nominees of beneficial owners. The Purchaser, as a condition of delivery of the Bonds, will be required to deposit the bond certificates with DTC.

MUNICIPAL BOND INSURANCE AT PURCHASER’S OPTION

If the Bonds qualify for issuance of any policy of municipal bond insurance or commitment therefore at the option of the bidder, the purchase of any such insurance policy or the issuance of any such commitment shall be at the sole option and expense of the Purchaser. Any increased costs of issuance of the Bonds resulting from such purchase of insurance shall be paid by the Purchaser, except that, if the City has requested and received a rating on the Bonds from a rating agency, the City will pay that initial rating fee. Any other rating agency fees shall be the responsibility of the Purchaser. Failure of the municipal bond insurer to issue the policy after the Bonds have been awarded to the Purchaser shall not constitute cause for failure or refusal by the Purchaser to accept delivery on the Bonds. The City reserves the right in its sole discretion to accept or deny changes to the financing documents requested by the insurer selected by the Purchaser.

DELIVERY

The Bonds will be delivered to the Purchaser through DTC in New York, New York, against full payment in immediately available cash or federal funds. The Bonds are expected to be delivered within forty-five days after the sale. Should delivery be delayed beyond sixty days from date of sale for any reason except failure of performance by a Purchaser, the Purchaser may withdraw their bid and thereafter their interest in and liability for the Bonds will cease. When the Bonds are ready for delivery, the City may give the Purchaser five working days’ notice of the delivery date and the City will expect payment in full on that date, otherwise reserving the right of its option to determine that the Purchaser has failed to comply with the offer of purchase.

ESTABLISHMENT OF ISSUE PRICE

The Purchaser shall assist the City in establishing the issue price of the Bonds and shall execute and deliver to the City at closing an “issue price” or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the Bonds, together with the supporting pricing wires or equivalent communications. In the event lesser than three bids are received, an “issue price” or similar certificate, substantially in the form attached hereto as EXHIBIT 1 to the TERMS OF OFFERING, with such modifications as may be appropriate or necessary in the reasonable judgment of the Purchaser, the City and Bond Counsel, will need to be signed by the Purchaser. If more than three bids are received, an alternative “issue price” or similar certificate will be provided to the Purchaser. All actions to be taken by the City under the TERMS OF OFFERING to establish the issue price of the Bonds may be taken on behalf of the City by the Municipal Advisor identified herein and any notice or report to be provided to the City may be provided to the Municipal Advisor.

The City intends the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining “competitive sale” for purposes of establishing the issue price of the Bonds) will apply to the initial sale of the Bonds (the “competitive sale requirements”) because: (i) the City shall disseminate this TERMS OF OFFERING to potential underwriters in a manner that is reasonably designed to reach potential underwriters; (ii) all bidders shall have an equal opportunity to bid; (iii) the City may receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and (iv) the City anticipates awarding the sale of the

Bonds to the bidder who submits a firm offer to purchase the Bonds at the highest price (or lowest interest cost), as set forth in the TERMS OF OFFERING.

Any bid submitted pursuant to the NOTICE OF BOND SALE and TERMS OF OFFERING shall be considered a firm offer for the purchase of the Bonds, as specified in the bid.

In the event that the competitive sale requirements are not satisfied, the City shall so advise the Purchaser. The City may determine to treat (i) the first price at which 10% of a maturity of the Bonds (the “10% test” is sold to the public as the issue price of that maturity under the circumstances set forth below and/or (ii) the initial offering price to the public as of the sale date of any maturity of the Bonds as the issue price of that maturity (the “hold-the-offering-price rule”), in each case applied on a maturity-by-maturity basis (and if different interest rates apply within a maturity, to each separate CUSIP number within that maturity). The Purchaser shall promptly advise the City if any maturity of the Bonds satisfies the 10% test as of the date and time of the award of the Bonds. The City shall advise the Purchaser, at or before the time of award of the Bonds, which maturities (and if different interest rates apply within a maturity, which separate CUSIP number within that maturity) of the Bonds, if any, shall be subject to the 10% test and which shall be subject to the hold-the-offering-price rule. Bids will not be subject to cancellation in the event the City determines to apply the hold-the-offering-price rule to any maturity of the Bonds. **Prospective bidders should prepare their bids on the assumption that some or all of the maturities of the Bonds will be subject to the hold-the-offering-price rule in order to establish the issue price of the Bonds.**

By submitting a bid, the Purchaser shall (i) confirm the underwriters have offered or will offer the Bonds to the public on or before the date of award at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in the bid submitted by the Purchaser and (ii) agree, on behalf of the underwriters participating in the purchase of the Bonds, that the underwriters will neither offer nor sell unsold Bonds of any maturity to which the hold-the-offering-price rule shall apply to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following: (i) the close of the fifth (5th) business day after the sale date; or (ii) the date on which the underwriters have sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Purchaser shall promptly advise the City when the underwriters have sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

The City acknowledges that, in making the representation set forth above, the Purchaser will rely on (i) the agreement of each underwriter to comply with the hold-the-offering-price rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event ,an underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, as set forth in the retail distribution agreement and the related pricing wires. The City further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the hold-the-offering-price rule and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Bonds.

By submitting a bid, each bidder confirms that: (i) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the bidder is a party) relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the Purchaser that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Purchaser and as set forth in the related pricing wires, and (ii) any agreement

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among underwriters relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the Purchaser or such underwriter that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Purchaser or such underwriter and as set forth in the related pricing wires.

Sales of any Bonds to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this TERMS OF OFFERING. Further, for purposes of this TERMS OF OFFERING: (i) “public” means any person other than an underwriter or a related party, (ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public), (iii) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the Purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and (iv) “sale date” means the date that the Bonds are awarded by the City to the Purchaser.

OFFICIAL STATEMENT

The City has authorized the preparation of a Preliminary Official Statement containing pertinent information relative to the Bonds. The Preliminary Official Statement will be further supplemented by offering prices, interest rates, selling compensation, aggregate principal amount, principal amount per maturity, anticipated delivery date and the identity of the underwriters, together with any other information required by law or deemed appropriate by the City, shall constitute a final Official Statement of the City with respect to the Bonds, as that term is defined in Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended, (the “Rule”). By awarding the Bonds to any underwriter or underwriting syndicate submitting an OFFICIAL BID FORM therefore, the City agrees that, no more than seven (7) business days after the date of such award, it shall provide without cost to the senior managing underwriter of the syndicate to which the Bonds are awarded up to 15 copies of the final Official Statement to permit each “Participating Underwriter” (as that term is defined in the Rule) to comply with the provisions of the Rule. The City shall treat the senior managing underwriter of the syndicate to which the Bonds are awarded as its designated agent for purposes of distributing copies of the final Official Statement to the Participating Underwriter. Any underwriter executing and delivering an OFFICIAL BID FORM with respect to the Bonds agrees thereby that if its bid is accepted by the City, (i) it shall accept such designation and (ii) it shall enter into a contractual relationship with all Participating Underwriters of the Bonds for purposes of assuring the receipt by each such Participating Underwriter of the final Official Statement.

CONTINUING DISCLOSURE

In order to permit bidders for the Bonds and other Participating Underwriters in the primary offering of the Bonds to comply with paragraph (b)(5) of the Rule, the City will covenant and agree, for the benefit of the registered holders or beneficial owners from time to time of the outstanding Bonds, in the resolution for the Bonds and the Continuing Disclosure Certificate, to provide certain annual financial information filings of specified information and notices of the occurrence of certain material events as hereinafter described (the “Undertakings”). The information to be provided on an annual basis, the events as to which notice is to be given and a summary of other provisions of the Undertakings, including termination, amendment and remedies, are set forth as APPENDIX C to this Preliminary

Official Statement. The City will deliver the Continuing Disclosure Certificate at closing, and any failure on the part of the City to deliver the same shall relieve the Purchaser(s) of its obligations to purchase the Bonds.

In accordance with the reporting requirements of paragraph (f)(3) of the Rule, within the past five years, the City inadvertently failed to timely cross reference the annual operating and data tables for Fiscal Year 2015-16 included within its timely filed Comprehensive Annual Financial Report and did not file a notice of late filing in connection with this occurrence.

The Board of Trustees of the Cedar Falls Municipal Utility of the City of Cedar Falls, Iowa (the “Board”) is the governing body for purposes of the issuance of all electric, water and communication revenue debt. Although the Board is not making an Undertaking in connection with the Bonds, within the past five years, the Board inadvertently failed to timely file the material event notice related to a Moody’s Investors Service upgrade to the Board’s outstanding electric revenue debt to ‘Aa2’ on May 7, 2015. The material event notice for the rating change was not posted until July 30, 2015.

Breach of the Undertakings will not constitute a default or an “Event of Default” under the Bonds or the resolution for the Bonds. A broker or dealer is to consider a known breach of the Undertakings, however, before recommending the purchase or sale of the Bonds in the secondary market. Thus, a failure on the part of the City to observe the Undertakings may adversely affect the transferability and liquidity of the Bonds and their market price.

CUSIP NUMBERS

It is anticipated that the Committee on Uniform Security Identification Procedures (“CUSIP”) numbers will be printed on the Bonds and the Purchaser must agree in the bid proposal to pay the cost thereof. In no event will the City, Bond Counsel or Municipal Advisor be responsible for the review of, or express any opinion that the CUSIP numbers are correct. Incorrect CUSIP numbers on said Bonds shall not be cause for the Purchaser to refuse to accept delivery of said Bonds.

BY ORDER OF THE CITY COUNCIL

City of Cedar Falls, Iowa

/s/ Jennifer Rodenbeck, Director of Finance & Business Operations

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SCHEDULE OF BOND YEARS

\$6,585,000*

CITY OF CEDAR FALLS, IOWA General Obligation Bonds, Series 2018

Bonds Dated: July 16, 2018
Interest Due: December 1, 2018 and each June 1 and December 1 to maturity
Principal Due: June 1, 2019-2028

<u>Year</u>	<u>Principal</u> *	<u>Bond Years</u>	<u>Cumulative Bond Years</u>
2019	\$525,000	459.38	459.38
2020	610,000	1,143.75	1,603.13
2021	625,000	1,796.88	3,400.00
2022	640,000	2,480.00	5,880.00
2023	650,000	3,168.75	9,048.75
2024	665,000	3,906.88	12,955.63
2025	685,000	4,709.38	17,665.00
2026	710,000	5,591.25	23,256.25
2027	725,000	6,434.38	29,690.63
2028	750,000	7,406.25	37,096.88

Average Maturity (dated date): 5.634 Years

* Preliminary; subject to change.

EXHIBIT 1

FORM OF ISSUE PRICE CERTIFICATE

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USE FOR COMPETITIVE SALES – 3 BIDS RECEIVED

EXHIBIT 1

CEDAR FALLS, IOWA

\$ _____
GENERAL OBLIGATION BONDS, SERIES 2018

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of [NAME OF UNDERWRITER] ("Purchaser"), hereby certifies as set forth below with respect to the sale of the above-captioned obligations (the "Bonds").

1. Reasonably Expected Initial Offering Price.

a) As of the Sale Date, the reasonably expected initial offering prices of the Bonds to the Public by Purchaser are the prices listed in Schedule A (the "Expected Offering Prices"). The Expected Offering Prices are the prices for the Maturities of the Bonds used by Purchaser in formulating its bid to purchase the Bonds. Attached as Schedule B is a true and correct copy of the bid provided by Purchaser to purchase the Bonds.

b) Purchaser was not given the opportunity to review other bids prior to submitting its bid.¹

c) The bid submitted by Purchaser constituted a firm offer to purchase the Bonds.

2. *Defined Terms.*

a) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

b) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

c) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is [June 18, 2018].

d) *Underwriter* means (i) the Purchaser or any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Purchaser's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Ahlers & Cooney, P.C. in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer [and the Borrower] from time to time relating to the Bonds.

[UNDERWRITER]

By: _____

Name: _____

Dated: [ISSUE DATE]

SCHEDULE A

EXPECTED OFFERING PRICES

(Attached)

SCHEDULE B

COPY OF UNDERWRITER'S BID

(Attached)

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PRELIMINARY OFFICIAL STATEMENT

CITY OF CEDAR FALLS, IOWA

\$6,585,000* General Obligation Bonds, Series 2018

INTRODUCTION

This Preliminary Official Statement contains information relating to the City of Cedar Falls, Iowa (the “City”) and its issuance of \$6,585,000* General Obligation Bonds, Series 2018 (the “Bonds”). This Preliminary Official Statement has been executed on behalf of the City and its Director of Finance & Business Operations and may be distributed in connection with the sale of the Bonds authorized therein. Inquiries may be made to the City’s Municipal Advisor, PFM Financial Advisors LLC, 801 Grand Avenue, Suite 3300, Des Moines, Iowa, 50309, or by telephoning (515) 243-2600. Information can also be obtained from Ms. Jennifer Rodenbeck, Director of Finance & Business Operations, 220 Clay Street, Cedar Falls, Iowa 50613, or by telephoning (319) 273-8600.

AUTHORITY AND PURPOSE

The Bonds are being issued pursuant to Division III of Chapter 384 of the Code of Iowa and a resolution to be adopted by the City Council of the City. The Bonds are being issued to provide funds to pay costs of opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys, public grounds, and market places, and the removal and replacement of dead or diseased trees thereon; the construction, reconstruction, and repairing of any street improvements, the acquisition, installation, and repair of sidewalks, storm sewers, sanitary sewers, street lighting and traffic control devices; the acquisition of any real estate needed for any of the foregoing purposes; equipping the fire department; construction, reconstruction and repair of cemetery facilities; rehabilitation and improvement of parks already owned, construction of improvements commonly found in city parks; construction of recreational trails; acquisition, construction, reconstruction, enlargement, improvement and equipping of recreation grounds, recreation buildings, and juvenile playgrounds and parks.

The estimated Sources and Uses of the Bonds are as follows:

Sources of Funds

Par Amount	\$6,585,000.00 *
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Uses of Funds

Deposit to Project Fund	\$6,476,450.00
Underwriter’s Discount	52,680.00
Cost of Issuance and Contingency	<u>55,870.00</u>
Total Uses	\$6,585,000.00 *

* Preliminary; subject to change.

INTEREST

Interest on the Bonds will be payable on December 1, 2018 and semiannually on the 1st day of June and December thereafter. Interest and principal shall be paid to the registered holder of a bond as shown on the records of ownership maintained by the Registrar as of the 15th day of the month preceding such interest payment date (the “Record Date”). Interest will be computed on the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to rules of the Municipal Securities Rulemaking Board.

OPTIONAL REDEMPTION

Bonds due after June 1, 2026 will be subject to call prior to maturity in whole, or from time to time in part, in any order of maturity and within a maturity by lot on said date or on any date thereafter at the option of the City, upon terms of par plus accrued interest to date of call. Written notice of such call shall be given at least thirty (30) days prior to the date fixed for redemption to the registered owners of the Bonds to be redeemed at the address shown on the registration books.

PAYMENT OF AND SECURITY FOR THE BONDS

The Bonds are general obligations of the City and the unlimited taxing powers of the City are irrevocably pledged for their payment. Upon issuance of the Bonds, the City will levy taxes for the years and in amounts sufficient to provide 100% of annual principal and interest due on the Bonds. If, however, the amount credited to the debt service fund for payment of the Bonds is insufficient to pay principal and interest, whether from transfers or from original levies, the City must use funds in its treasury and is required to levy ad valorem taxes upon all taxable property in the City without limit as to rate or amount sufficient to pay the debt service deficiency.

Nothing in the resolution authorizing the Bonds prohibits or limits the ability of the City to use legally available moneys other than the proceeds of the general ad valorem property taxes levied, as described in the preceding paragraph, to pay all or any portion of the principal of or interest on the Bonds. If and to the extent such other legally available moneys are used to pay the principal of or interest on the Bonds, the City may, but shall not be required to, (a) reduce the amount of taxes levied for such purpose, as described in the preceding paragraph; or (b) use proceeds of taxes levied, as described in the preceding paragraph, to reimburse the fund or account from which such other legally available moneys are withdrawn for the amount withdrawn from such fund or account to pay the principal of or interest on the Bonds.

The resolution authorizing the Bonds doesn't restrict the City's ability to issue or incur additional general obligation debt, although issuance of additional general obligation debt is subject to the same constitutional and statutory limitations that apply to the issuance of the Bonds. For a further description of the City's outstanding general obligation debt upon issuance of the Bonds and the annual debt service on the Bonds, see "DIRECT DEBT" under "CITY INDEBTEDNESS" herein. For a description of certain constitutional and statutory limits on the issuance of general obligation debt, see "DEBT LIMIT" under "CITY INDEBTEDNESS" herein.

BOOK-ENTRY-ONLY SYSTEM

The information contained in the following paragraphs of this subsection "Book-Entry-Only System" has been extracted from a schedule prepared by Depository Trust Company ("DTC") entitled "SAMPLE OFFERING DOCUMENT LANGUAGE DESCRIBING BOOK-ENTRY-ONLY ISSUANCE." The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the City believes to be reliable, but the City takes no responsibility for the accuracy thereof.

The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the securities (the "Securities"). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for each issue of the Securities, each in the aggregate principal amount of such issue, and will be deposited with DTC. If, however, the aggregate principal amount of any issue exceeds \$500 million, one certificate will be issued with respect to each \$500 million of principal amount, and an additional certificate will be issued with respect to any remaining principal amount of such issue.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments from over 100 countries that DTC's participants (the "Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities

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transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (the "Indirect Participants"). DTC has Standard & Poor's rating: AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com and www.dtc.org.

Purchases of Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Securities on DTC's records. The ownership interest of each actual purchaser of each Security (the "Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Securities are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Securities, except in the event that use of the book-entry system for the Securities is discontinued.

To facilitate subsequent transfers, all Securities deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities; DTC's records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Securities may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the Security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co., nor any other DTC nominee, will consent or vote with respect to Securities unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Securities are credited on the record date identified in a listing attached to the Omnibus Proxy.

Redemption proceeds, distributions, and dividend payments on the Securities will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the City or Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, Agent, or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC, is the responsibility of the City or Agent, disbursement of such payments to Direct

Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

A Beneficial Owner shall give notice to elect to have its Securities purchased or tendered, through its Participant, to Remarketing Agent, and shall effect delivery of such Securities by causing the Direct Participant to transfer the Participant's interest in the Securities, on DTC's records, to Remarketing Agent. The requirement for physical delivery of Securities in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Securities are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered Securities to Remarketing Agent's DTC account.

DTC may discontinue providing its services as depository with respect to the Securities at any time by giving reasonable notice to the City or Agent. Under such circumstances, in the event that a successor depository is not obtained, Security certificates are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the City believes to be reliable, but the City takes no responsibility for the accuracy thereof.

FUTURE FINANCING

The City does not anticipate any additional borrowing needs within the next 90 days of the date of this Preliminary Official Statement.

LITIGATION

The City is not aware of any threatened or pending litigation that may have a material adverse effect on the validity of the Bonds or the City's ability to meet its financial obligations.

DEBT PAYMENT HISTORY

The City knows of no instance in which it has defaulted in the payment of principal or interest on its debt.

LEGALITY

The Bonds are subject to approval as to certain matters by Ahlers & Cooney, P.C. of Des Moines, Iowa as Bond Counsel. Bond Counsel has not participated in the preparation of this Preliminary Official Statement and will not pass upon its accuracy, completeness or sufficiency. Bond Counsel has not examined, nor attempted to examine or verify, any of the financial or statistical statements or data contained in this Preliminary Official Statement, and will express no opinion with respect thereto. The "FORM OF LEGAL OPINION" as set out in APPENDIX A to this Preliminary Official Statement, will be delivered at closing.

The legal opinion to be delivered concurrently with the delivery of the Bonds expresses the professional judgment of the attorneys rendering the opinion as to legal issues expressly addressed therein. By rendering a legal opinion, the opinion giver does not become an insurer or guarantor of the result indicated by that expression of professional judgment, or of the transaction on which the opinion is rendered, or of the future performance of parties to the transaction. Nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

There is no bond trustee or similar person to monitor or enforce the provisions of the resolution for the Bonds. The owners of the Bonds should, therefore, be prepared to enforce such provisions themselves if the need to do so arises. In the event of a default in the payment of principal or interest on the Bonds, there is no provision for acceleration of maturity of the principal of the Bonds. Consequently, the remedies of the owners of the Bonds (consisting primarily of an action in the nature of mandamus requiring the City and certain other public officials to perform the terms of the resolution for the Bonds) may have to be enforced from year to year. The obligation to pay general ad valorem property taxes is secured by a statutory lien upon the taxed property, but is not an obligation for which a property owner may be held personally liable in the event of a deficiency. The owners of the Bonds cannot foreclose on property

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within the boundaries of the City or sell such property in order to pay the debt service on the Bonds. See “LEVIES AND TAX COLLECTIONS” herein, for a description of property tax collection and enforcement.

In addition, the enforceability of the rights and remedies of owners of the Bonds may be subject to the limitations as set forth in the Bond Counsel’s opinion. The opinion will state, in part, that the obligation of the City with respect to the Bonds may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors’ rights heretofore or hereafter enacted to the extent constitutionally applicable, to the exercise of judicial discretion in appropriate cases.

TAX MATTERS

Tax Exemptions and Related Considerations: Federal tax law contains a number of requirements and restrictions that apply to the Bonds. These include investment restrictions, periodic payments of arbitrage profits to the United States, requirements regarding the proper use of bond proceeds and facilities financed with bond proceeds, and certain other matters. The City has covenanted to comply with all requirements that must be satisfied in order for the interest on the Bonds to be excludable from gross income for federal income tax purposes. Failure to comply with certain of such covenants could cause interest on the Bonds to become includable in gross income for federal income tax purposes retroactively to the date of issuance of the Bonds.

Subject to the City’s compliance with the above referenced covenants, under present law, in the opinion of Bond Counsel, interest on the Bonds is excludable from gross income for federal income tax purposes. Interest on the Bonds is not an item of tax preference for federal alternative minimum tax purposes, but is included in the adjusted current earnings of corporations for purposes of the federal alternative minimum tax applicable to taxable years beginning before January 1, 2018.

The prospective purchaser of the Bonds should be aware that ownership of the Bonds may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, corporations subject to the branch profits tax, financial institutions, certain insurance companies, certain S corporations, individual recipients of Social Security or Railroad Retirement benefits and taxpayers who may be deemed to have incurred (or continued) indebtedness to purchase or carry tax-exempt obligations. Bond Counsel will not express any opinion as to such collateral tax consequences. The prospective purchaser of the Bonds should consult their tax advisors as to collateral federal income tax consequences.

Interest on the Bonds is included in gross income for State of Iowa income tax purposes.

Ownership of the Bonds may result in other state and local tax consequences to certain taxpayers. Bond Counsel expresses no opinion regarding any such collateral consequences arising with respect to the Bonds. The prospective purchaser of the Bonds should consult their tax advisors regarding the applicability of any such state and local taxes.

Qualified Tax-Exempt Obligations: The City intends to designate the Bonds as “qualified tax-exempt obligations” under the exception provided in Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), which affords banks and certain other financial institutions more favorable treatment of their deduction for interest expense than would otherwise be allowed under Section 265(b)(2) of the Code.

Discount and Premium Bonds: The initial public offering price of certain Bonds may be less than the amount payable on such Bonds at maturity (the “Discount Bonds”). Owners of Discount Bonds should consult with their own tax advisors with respect to the determination of accrued original issue discount on Discount Bonds for income tax purposes and with respect to the state and local tax consequences of owning and disposing of Discount Bonds. It is possible that, under applicable provisions governing determination of state and local income taxes, accrued interest on Discount Bonds may be deemed to be received in the year of accrual even though there will not be a corresponding cash payment.

The initial public offering price of certain Bonds may be greater than the amount of such Bonds at maturity (the “Premium Bonds”). Owners of the Premium Bonds should consult with their own tax advisors with respect to the determination of amortizable premium on Premium Bonds for income tax purposes and with respect to the state and local tax consequences of owning and disposing of Premium Bonds.

Other Tax Advice: In addition to the income tax consequences described above, potential investors should consider the additional tax consequences of the acquisition, ownership, and disposition of the Bonds. For instance, state income tax law may differ substantially from state to state, and the foregoing is not intended to describe any aspect of the income tax laws of any state. Therefore, potential investors should consult their own tax advisors with respect to federal tax issues and with respect to the various state tax consequences of an investment in Bonds.

Audits: The Internal Revenue Service (the “Service”) has an ongoing program of auditing tax-exempt obligations to determine whether, in the view of the Service, interest on such tax-exempt obligations is includable in the gross income of the owners thereof for federal income tax purposes. It cannot be predicted whether or not the Service will commence an audit of the Bonds. If an audit is commenced, under current procedures the Service may treat the City as a taxpayer and the bondholders may have no right to participate in such procedure. The commencement of an audit could adversely affect the market value and liquidity of the Bonds until the audit is concluded, regardless of the ultimate outcome.

Withholdings: Payments of interest on, and proceeds of the sale, redemption or maturity of, tax-exempt obligations, including the Bonds, are in certain cases required to be reported to the Service. Additionally, backup withholding may apply to any such payments to any bond owner who fails to provide an accurate Form W-9 Request for Taxpayer Identification Number and Certification, or a substantially identical form, or to any bond owner who is notified by the Service of a failure to report any interest or dividends required to be shown on federal income tax returns. The reporting and backup withholding requirements do not affect the excludability of such interest from gross income for federal tax purposes.

Tax Legislation: Legislation affecting tax-exempt obligations is regularly considered by the United States Congress and may be considered by the Iowa legislature. Court proceedings may also be filed, the outcome of which could modify the tax treatment. There can be no assurance that legislation enacted or proposed, or actions by a court, after the date of issuance of the Bonds will not have an adverse effect on the tax status of interest or other income on the Bonds or the market value or marketability of the Bonds. These adverse effects could result, for example, from changes to federal or state income tax rates, changes in the structure of federal or state income taxes (including replacement with another type of tax), or repeal (or reduction in the benefit) of the exclusion of interest on the Bonds from gross income for federal or state income tax purposes for all or certain taxpayers.

Current and future legislative proposals, including some that carry retroactive effective dates, if enacted into law, court decisions, or clarification of the Code may cause interest on the Bonds to be subject, directly or indirectly, to federal income taxation, or otherwise prevent owners of the Bonds from realizing the full current benefit of the tax status of such interest. For example, on December 22, 2017, the Tax Cuts and Jobs Act (“TCJA”) was signed into law. For tax years beginning after December 31, 2017, the TCJA, among other things, significantly changes the income tax rates on individuals and corporations, modifies the current provisions relative to the federal alternative minimum tax on individuals, and eliminates the federal alternative minimum tax for corporations. The TCJA, or the introduction or enactment of any other legislative proposals, clarification of the Code or court decisions may also affect, perhaps significantly, the market price for, or marketability of, the Bonds. Prospective purchasers of the Bonds should consult their own tax advisors regarding the TCJA, as well as any pending or proposed tax legislation, as to which Bond Counsel expresses no opinion other than as set forth in its legal opinion.

The Opinion: The FORM OF LEGAL OPINION, in substantially the form set out in APPENDIX A to this Preliminary Official Statement, will be delivered at closing.

Bond Counsel’s opinion is not a guarantee of a result, or of the transaction on which the opinion is rendered, or of the future performance of parties to the transaction, but represents its legal judgment based upon its review of existing statutes, regulations, published rulings and court decisions and the representations and covenants of the City described in this section. No ruling has been sought from the Service with respect to the matters addressed in the opinion of Bond Counsel and Bond Counsel’s opinion is not binding on the Service, nor does the rendering of the opinion guarantee the outcome of any legal dispute that may arise out of the transaction. Bond Counsel assumes no obligation to update its opinion after the issue date to reflect any further action, fact or circumstance, or change in law or interpretation, or otherwise.

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Enforcement: Holders of the Bonds shall have and possess all the rights of action and remedies afforded by the common law, the Constitution and statutes of the State of Iowa and of the United States of America for the enforcement of payment of the Bonds, including, but not limited to, the right to a proceeding in law or in equity by suit, action or mandamus to enforce and compel performance of the duties required by Iowa law and the resolution authorizing issuance of the Bonds (the "Resolution"). There is no bond trustee or similar person to monitor or enforce the terms of the Resolution. In the event of a default in the payment of principal of or interest on the Bonds, there is no provision for acceleration of maturity of the principal of the Bonds. Consequently, the remedies of the owners of the Bonds (consisting primarily of an action in the nature of mandamus requiring the City and certain other public officials to perform the terms of the Resolution) may have to be enforced from year to year. The enforceability of the rights and remedies of owners of the Bonds may be subject to limitation as set forth in Bond Counsel's opinion.

The obligation to pay general ad valorem property taxes is secured by a statutory lien upon the taxed property, but is not an obligation for which a property owner may be held personally liable in the event of a deficiency. The owners of the Bonds cannot foreclose on property within the boundaries of the City or sell such property in order to pay the debt service on the Bonds. In addition, the enforceability of the rights and remedies of owners of the Bonds may be subject to limitation as set forth in Bond Counsel's opinion. The opinion to be delivered concurrently with the delivery of the Bonds will be qualified as to the enforceability of the various legal instruments by limitations imposed by general principles of equity and public policy and by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally, and to the exercise of judicial discretion in appropriate cases.

ALL POTENTIAL PURCHASERS OF THE BONDS SHOULD CONSULT WITH THEIR TAX ADVISORS WITH RESPECT TO FEDERAL, STATE AND LOCAL TAX CONSEQUENCES OF OWNERSHIP OF THE BONDS INCLUDING BUT NOT LIMITED TO THOSE LISTED ABOVE.

BONDHOLDER'S RISKS

An investment in the Bonds is subject to certain risks. No person should purchase the Bonds unless such person understands the risks described below and is willing to bear those risks. There may be other risks not listed below which may adversely affect the value of the Bonds. In order to identify risk factors and make an informed investment decision, potential investors should be thoroughly familiar with this entire Preliminary Official Statement (including the Appendices hereto) in order to make a judgment as to whether the Bonds are an appropriate investment.

Secondary Market Not Established: There is no established secondary market for the Bonds, and there is no assurance that a secondary market will develop for the purchase and sale of the Bonds. Prices of municipal bonds traded in the secondary market, if any, are subject to adjustment upward and downward in response to changes in the credit markets and changes in the operating performance of the entities operating the facilities subject to bonded indebtedness. From time to time it may be necessary to suspend indefinitely secondary market trading in selected issues of municipal bonds as a result of the financial condition or market position, prevailing market conditions, lack of adequate current financial information about the entity, operating the subject facilities, or a material adverse change in the operations of that entity, whether or not the subject bonds are in default as to principal and interest payments, and other factors which, may give rise to uncertainty concerning prudent secondary market practices.

Municipal bonds are generally viewed as long-term investments, subject to material unforeseen changes in the investor's circumstances, and may require commitment of the investor's funds for an indefinite period of time, perhaps until maturity.

Ratings Loss: Moody's Investors Service, Inc. ("Moody's") has assigned a rating of '____' to the Bonds. Generally, a rating agency bases its rating on the information and materials furnished to it and on investigations, studies and assumptions of its own. There is no assurance the ratings will continue for any given period of time, or that such ratings will not be revised, suspended or withdrawn, if, in the judgment of Moody's, circumstances so warrant. A revision, suspension or withdrawal of a rating may have an adverse effect on the market price of the Bonds.

Rating agencies are currently not regulated by any regulatory body. Future regulation of rating agencies could materially alter the methodology, rating levels, and types of ratings available, for example, and these changes, if ever, could materially affect the market value of the Bonds.

Matters Relating to Enforceability: Holders of the Bonds shall have and possess all the rights of action and remedies afforded by the common law, the Constitution and statutes of the State of Iowa and of the United States of America for the enforcement of payment of the Bonds, including but not limited to, the right to a proceeding in the law or in equity by suit, action or mandamus to enforce and compel performance of the duties required by Iowa law and the Resolution.

The opinion, to be delivered concurrently with the delivery of the Bonds, will be qualified as to the enforceability of the various legal instruments by limitations imposed by general principals of equity and public policy and by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally.

No representation is made and no assurance is given that the enforcement of any remedies with respect to such assets will result in sufficient funds to pay all amounts due under the Resolution, including principal of and interest on the Bonds.

Forward-Looking Statements: This Preliminary Official Statement contains statements relating to future results that are “forward-looking statements” as defined in the Private Securities Litigation Reform Act of 1995. When used in this Preliminary Official Statement, the words “estimate,” “forecast,” “intend,” “expect” and similar expressions identify forward-looking statements. Any forward-looking statement is subject to uncertainty. Accordingly, such statements are subject to risks that could cause actual results to differ, possibly materially, from those contemplated in such forward-looking statements. Inevitably, some assumptions used to develop forward-looking statements will not be realized or unanticipated events and circumstances may occur. Therefore, investors should be aware there are likely to be differences between forward-looking statements and the actual results. These differences could be material and could impact the availability of funds of the City to pay debt service when due on the Bonds.

Tax Matters and Loss of Tax Exemption: As discussed under the heading “TAX MATTERS” herein, the interest on the Bonds could become includable in gross income for purposes of federal income taxation retroactive to the date of delivery of the Bonds, as a result of acts or omissions of the City in violation of its covenants in the Resolution. Should such an event of taxability occur, the Bonds would not be subject to a special prepayment and would remain outstanding until maturity or until prepaid under the prepayment provisions contained in the Bonds, and there is no provision for an adjustment of the interest rates on the Bonds.

It is possible further legislation will be proposed or introduced that could result in changes in the way that tax exemptions are calculated, or whether interest on certain securities are exempt from taxation at all. Prospective purchasers should consult with their own tax advisors regarding any pending or proposed federal income tax legislation.

It is also possible actions of the City, after the closings of the Bonds, will alter the tax status of the Bonds, and in the extreme, remove the tax-exempt status from the Bonds. In that instance, the Bonds are not subject to mandatory prepayment and the interest rates on the Bonds don't increase or otherwise reset. A determination of taxability on the Bonds after closing could materially adversely affect the value and marketability of the Bonds.

Pending Federal Tax Legislation: From time to time, there are Presidential proposals, proposals of various federal committees, and legislative proposals pending in Congress that could, if enacted, alter or amend one or more of the federal (or state) tax matters described herein in certain respects or would adversely affect the market value of the Bonds or otherwise prevent holders of the Bonds from realizing the full benefit of the tax exemption of interest on the Bonds. Further, such proposals may impact the marketability or market value of the Bonds simply by being proposed. It cannot be predicted whether, or in what forms, any of such proposals, either pending or that may be introduced, may be enacted and there can be no assurance that such proposals will not apply to the Bonds. In addition, regulatory actions are from time to time announced or proposed and litigation threatened or commenced, which if implemented or concluded in a particular manner, could adversely affect the market value, marketability or tax status of the Bonds. It cannot be predicted whether any such regulatory action will be implemented, how any particular litigation or judicial action will be resolved, or whether the Bonds would be impacted thereby.

Tax Levy Procedures: The Bonds are general obligations of the City, payable from and secured by a continuing ad valorem tax levied against all of the property valuation within the City. As part of the budgetary process each fiscal year, the City will have an obligation to request a debt service levy to be applied against all of the taxable property within the City. A failure on the part of the City to make a timely levy request or a levy request by the City that is inaccurate or is insufficient

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to make full payments of the debt service of the Bonds for a particular fiscal year may cause bondholders to experience a delay in the receipt of distributions of principal of and/or interest on the Bonds. In the event of a default in the payment of principal of or interest on the Bonds, there is no provision for acceleration of maturity of the principal of the Bonds. Consequently, the remedies of the owners of the Bonds (consisting primarily of an action in the nature of mandamus requiring the City and certain other public officials to perform the terms of the Resolution) may have to be enforced from year to year.

Federal Funds Orders, and State Funds Legislation: Various federal executive orders, and a law (“SF 481”) recently enacted in Iowa which becomes effective July 1, 2018 (collectively “ICE Enforcement Initiatives”), impose requirements intended to ensure compliance with the federal immigration detainment processes. The ICE Enforcement Initiatives impose various penalties for non-compliance, including the loss of state and/or federal funding under certain circumstances. Rules to administer SF481 in Iowa have yet to be drafted. The loss of state and/or federal funds in any significant amount would negatively impact the City’s overall financial position and could affect its rating. However, the Bonds are secured by a debt service levy upon real property in the jurisdictional limits of the City, and are not secured by state or federal funds. Iowa Code section 76.2 provides that when an Iowa political subdivision issues general obligation bonds, “the governing authority of these political subdivisions before issuing bonds shall, by resolution, provide for the assessment of an annual levy upon all the taxable property in the political subdivision sufficient to pay the interest and principal of the bonds within a period named not exceeding twenty years. A certified copy of this resolution shall be filed with the county auditor or the auditors of the counties in which the political subdivision is located; and the filing shall make it a duty of the auditors to enter annually this levy for collection from the taxable property within the boundaries of the political subdivision until funds are realized to pay the bonds in full.

DTC-Beneficial Owners: Beneficial Owners of the Bonds may experience some delay in the receipt of distributions of principal of and interest on the Bonds since such distributions will be forwarded by the Registrar to DTC and DTC will credit such distributions to the accounts of the Participants which will, thereafter, credit them to the accounts of the Beneficial Owner either directly or indirectly through Indirect Participants. Neither the City nor the Registrar will have any responsibility or obligation to assure any such notice or payment is forwarded by DTC to any Participants or by any Participant to any Beneficial Owner.

In addition, since transactions in the Bonds can be effected only through DTC Participants, Indirect Participants and certain banks, the ability of a Beneficial Owner to pledge the Bonds to persons or entities that do not participate in the DTC system, or otherwise to take actions in respect of such Bonds, may be limited due to lack of a physical certificate. Beneficial Owners will be permitted to exercise the rights of registered Owners only indirectly through DTC and the Participants. See “BOOK-ENTRY ONLY SYSTEM.”

Summary: The foregoing is intended only as a summary of certain risk factors attendant to an investment in the Bonds. In order for potential investors to identify risk factors and make an informed investment decision, potential investors should become thoroughly familiar with this entire Preliminary Official Statement and the Appendices hereto to make a judgment as to whether the Bonds are an appropriate investment.

RATING

The City has requested a rating on the Bonds from Moody’s. The City’s outstanding general obligation long-term debt is rated ‘Aa1’ by Moody’s. The existing ratings on long-term debt reflect only the view of the rating agency and any explanation of the significance of such rating may only be obtained from Moody’s. There is no assurance that such rating will continue for any period of time or that it will not be revised or withdrawn. Any revision or withdrawal of the rating may have an effect on the market price of the Bonds.

MUNICIPAL ADVISOR

The City has retained PFM Financial Advisors LLC, Des Moines, Iowa, as Municipal Advisor in connection with the preparation of the Preliminary Official Statement for the issuance of the Bonds. In preparing the Preliminary Official Statement, the Municipal Advisor has relied on government officials, and other sources to provide accurate information for disclosure purposes. The Municipal Advisor is not obligated to undertake, and has not undertaken to make, an independent verification of the information provided by the City, or to assume responsibility for the accuracy,

completeness, or fairness of the information contained in the Preliminary Official Statement. PFM Financial Advisors LLC is an independent advisory firm and is not engaged in the business of underwriting, trading or distributing municipal securities or other public securities.

CONTINUING DISCLOSURE

In order to permit bidders for the Bonds and other Participating Underwriters in the primary offering of the Bonds to comply with paragraph (b)(5) of the Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended, (the “Rule”) the City will covenant and agree, for the benefit of the registered holders or beneficial owners from time to time of the outstanding Bonds, in the Resolution and the Continuing Disclosure Certificate, to provide annual financial information filings of specified information and notice of the occurrence of certain material events as hereinafter described (the “Undertakings”). The information to be provided on an annual basis, the events as to which notice is to be given, and a summary of other provisions of the Undertakings, including termination, amendment and remedies, are set forth as APPENDIX C to this Preliminary Official Statement. The City will deliver the Continuing Disclosure Certificate at closing, and any failure on the part of the City to deliver the same shall relieve the Purchaser of its obligations to purchase the Bonds.

In accordance with the reporting requirements of paragraph (f)(3) of the Rule, within the past five years, the City inadvertently failed to timely cross reference the annual operating and data tables for Fiscal Year 2015-16 included within its timely filed Comprehensive Annual Financial Report and did not file a notice of late filing in connection with this occurrence.

The Board of Trustees of the Cedar Falls Municipal Utility of the City of Cedar Falls, Iowa (the “Board”) is the governing body for purposes of the issuance of all electric, water and communication revenue debt. Although the Board is not making an Undertaking in connection with the Bonds, within the past five years, the Board inadvertently failed to timely file the material event notice related to a Moody’s Investors Service upgrade to the Board’s outstanding electric revenue debt to ‘Aa2’ on May 7, 2015. The material event notice for the rating change was not posted until July 30, 2015.

Breach of the Undertakings will not constitute a default or an “Event of Default” under the Bonds or the Resolution. A broker or dealer is to consider a known breach of the Undertakings, however, before recommending the purchase or sale of the Bonds in the secondary market. Thus, a failure on the part of the City to observe the Undertakings may adversely affect the transferability and liquidity of the Bonds and their market price.

CERTIFICATION

The City has authorized the distribution of this Preliminary Official Statement for use in connection with the initial sale of the Bonds. I have reviewed the information contained within the Preliminary Official Statement prepared on behalf of the City by PFM Financial Advisor LLC, Des Moines, Iowa, and to the best of our knowledge, information and belief, said Preliminary Official Statement does not contain any material misstatements of fact nor omission of any material fact regarding the issuance of \$6,585,000* General Obligation Bonds, Series 2018.

CITY OF CEDAR FALLS, IOWA

/s/ Jennifer Rodenbeck, Director of Finance & Business Operations

* Preliminary; subject to change.

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CITY PROPERTY VALUES

IOWA PROPERTY VALUATIONS

In compliance with Section 441.21 of the Code of Iowa, the State Director of Revenue annually directs the county auditors to apply prescribed statutory percentages to the assessments of certain categories of real property. The 2017 final Actual Values were adjusted by the Black Hawk County Auditor. The reduced values, determined after the application of rollback percentages, are the Taxable Values subject to tax levy. For assessment year 2017, the taxable value rollback rate was 55.6209% of actual value for residential property; 54.4480% of actual value for agricultural property; 78.7500% of the actual value for multiresidential property; and 90% of actual value for commercial and industrial property. No adjustment was ordered for utility property because its assessed value did not increase enough to qualify for reduction. Utility property is limited to an 8% annual growth.

The Legislature's intent has been to limit the growth of statewide taxable valuations for the specific classes of property to 3% annually. Political subdivisions whose taxable values are thus reduced or are unusually low in growth are allowed to appeal the valuations to the State Appeal Board, in order to continue to fund present services.

PROPERTY VALUATIONS (1/1/2017 Valuations for Taxes payable July 1, 2018 through June 30, 2019)

	<u>100% Actual Value</u>	<u>Taxable Value (With Rollback)</u>
Residential	\$2,346,621,080	\$1,305,201,828
Commercial	452,393,968	404,182,955
Industrial	34,447,800	29,027,392
Multiresidential	116,010,867	90,947,801
Railroads	1,943,004	1,748,704
Utilities w/o Gas & Electric	<u>4,471,831</u>	<u>4,471,831</u>
Gross valuation	\$2,955,888,550	\$1,835,580,511
Less military exemption	<u>(2,928,012)</u>	<u>(2,928,012)</u>
Net valuation	\$2,952,960,538	\$1,832,652,499
TIF increment (used to compute debt service levies and constitutional debt limit)	\$145,516,709 ¹⁾	\$135,715,774 ¹⁾
Taxed separately		
Ag. Land & Buildings	\$11,148,520 ²⁾	\$6,010,597
Gas & Electric Utilities	\$57,303,570	\$4,549,992

1) Reduced by \$70,376 military exemption.

2) Includes \$59,550 of Ag. TIF increment valuation.

2017 GROSS TAXABLE VALUATION BY CLASS OF PROPERTY ¹⁾

	<u>Taxable Valuation</u>	<u>Percent Total</u>
Residential	\$1,305,201,828	70.93%
Multiresidential	90,947,801	4.94%
Commercial, Industrial, and Utilities	437,682,178	23.79%
Gas & Electric Utilities	4,549,992	0.25%
Railroads	<u>1,748,704</u>	<u>0.09%</u>
Total Gross Taxable Valuation ¹⁾	\$1,840,130,503	100.00%

1) Excludes Taxable TIF Increment and Ag. Land & Buildings.

TREND OF VALUATIONS

<u>Assessment Year</u>	<u>Payable Fiscal Year</u>	<u>100% Actual Valuation</u>	<u>Taxable Valuation (With Rollback)</u>	<u>Taxable TIF Increment</u>
2013	2014-15	\$2,791,722,436	\$1,497,708,339	\$262,029,070
2014	2015-16	2,848,521,871	1,514,959,618	272,130,549
2015	2016-17	2,984,528,716	1,574,489,248	286,407,647
2016	2017-18	3,038,327,081	1,755,047,594	160,384,626
2017	2018-19	3,166,929,337	1,837,202,491	135,715,774

The 100% Actual Valuation, before rollback and after reduction of military exemption, includes Ag. Land, Ag. Buildings, Taxable TIF Increment and Gas & Electric Utilities. The Taxable Valuation, with the rollback and after the reduction of military exemption, includes Gas & Electric Utilities and excludes Ag. Land, Ag. Buildings and Taxable TIF Increment. Iowa cities certify operating levies against Taxable Valuation excluding the Taxable TIF Increment and debt service levies are certified against Taxable Valuations including the Taxable TIF Increment-Urban but excluding Taxable TIF Increment-Ag.

LARGER TAXPAYERS

Set forth in the following tables are the persons or entities which represent the larger taxpayers within the boundaries of the City, as provided by the Black Hawk County Auditor’s office. No independent investigation has been made of and no representation is made herein as to the financial condition of any of the taxpayers listed below or that such taxpayers will continue to maintain their status as major taxpayers in the City. The City’s mill levy is uniformly applicable to all of the properties included in the table, and thus taxes expected to be received by the City from such taxpayers will be in proportion to the assessed valuations of the properties. The total tax bill for each of the properties is dependent upon the mill levies of the other taxing entities which overlap the properties.

<u>Taxpayer</u> ¹⁾	<u>Type of Property/Business</u>	<u>1/1/2016 Taxable Valuation</u> ²⁾³⁾
Target Corporation	Commercial/Industrial/Distribution	\$69,138,954
College Square Realty LLC	Commercial	18,652,455
Midland Tarkenton LLC	Commercial	13,176,954
Wal Mart Re Business Trust	Commercial	12,208,455
WB CF Assoc LTD Partners LLC	Multiresidential	10,508,866
Menard Inc.	Commercial	10,260,000
Tailwind Cedar Falls Inc.	Commercial	9,484,868
R and N Investment Prop LC	Commercial	9,417,240
Martin Realty Company LLC	Commercial	7,802,100
Deer and Company	Industrial	7,681,860

- 1) This list represents some of the larger taxpayers in the City, not necessarily the 10 largest taxpayers.
- 2) The 1/1/2016 taxable valuations listed represent only those valuations associated with the title holder and may not necessarily represent the entire taxable valuation.
- 3) The 1/1/2017 taxable valuations will not be available from the Black Hawk County Auditor’s office until mid-August 2018.

Source: Black Hawk County Auditor’s Office.

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PROPERTY TAX LEGISLATION

During the 2013 legislative session, the Iowa General Assembly enacted Senate File 295 (the “Act”), which the Governor signed into law on June 12, 2013. Among other things, the Act (i) reduced the maximum annual taxable value growth percent, due to revaluation of existing residential and agricultural property to 3%, (ii) assigned a “rollback” (the percentage of a property’s value that is subject to tax) to commercial, industrial and railroad property of 90%, (iii) created a new property tax classification for multi-residential properties (mobile home parks, manufactured home communities, land-lease communities, assisted living facilities and property primarily used or intended for human habitation containing three or more separate dwelling units) (“Multiresidential Property”), and assigned a declining rollback percentage of 3.75% to such properties for each year until the 2021 assessment year (the rollback percentage for Multiresidential Properties is equal to the residential rollback percentage in the 2022 assessment year and thereafter) and (iv) exempted a specified portion of the assessed value of telecommunication properties.

The Act included a standing appropriation to replace some of the tax revenues lost by local governments, including tax increment districts, resulting from the new rollback for commercial and industrial property. Beginning in Fiscal Year 2017-18 the standing appropriation cannot exceed the actual Fiscal Year 2016-17 appropriation amount. The appropriation does not replace losses to local governments resulting from the Act’s provisions that reduce the annual revaluation growth limit for residential and agricultural properties to 3%, the gradual transition for Multiresidential Property to the residential rollback percentage, or the reduction in the percentage of telecommunications property that is subject to taxation.

Given the wide scope of the statutory changes, and the State of Iowa’s discretion in establishing the annual replacement amount that is appropriated each year commencing in Fiscal Year 2017-18, the impact of the Act on the City’s future property tax collections is uncertain and the City is unable to accurately assess the financial impact of the Act’s provisions on the City’s future operations.

Notwithstanding any decrease in property tax revenues that may result from the Act, Iowa Code section 76.2 provides that when an Iowa political subdivision issues general obligation bonds, “the governing authority of these political subdivisions before issuing bonds shall, by resolution, provide for the assessment of an annual levy upon all the taxable property in the political subdivision sufficient to pay the interest and principal of the bonds within a period named not exceeding twenty years. A certified copy of this resolution shall be filed with the county auditor or the auditors of the counties in which the political subdivision is located; and the filing shall make it a duty of the auditors to enter annually this levy for collection from the taxable property within the boundaries of the political subdivision until funds are realized to pay the bonds in full.”

From time to time, other legislative proposals may be considered by the Iowa General Assembly that would, if enacted, alter or amend one or more of the property tax matters described in this Preliminary Official Statement. It cannot be predicted whether or in what forms any of such proposals may be enacted, and there can be no assurance that such proposals will not apply to valuation, assessment or levy procedures for the levy of taxes by the City.

CITY INDEBTEDNESS

DEBT LIMIT

Article XI, Section 3 of the State of Iowa Constitution limits the amount of debt outstanding at any time of any county, municipality or other political subdivision to no more than 5% of the actual value of all taxable property within the corporate limits, as taken from the last state and county tax list. The debt limit for the City, based on its 2017 valuation currently applicable to the Fiscal Year 2018-19 is as follows:

2017 Actual Valuation of Property	\$3,166,929,337
Legal Debt Limit of 5%	<u>0.05</u>
Legal Debt Limit	\$158,346,467
Less: G. O. Debt Subject to Debt Limit	(16,325,000)*
Less: Developer Rebate Agreements	(619,755) ¹⁾
Less: Other Miscellaneous Debt	<u>(95,385) ²⁾</u>
Net Debt Limit	\$141,306,327 *

1) TIF rebate agreement payments for FY 2018-19 which were appropriated by the City Council; and subject to the Debt Limit.

2) Includes all other debt subject to the City's Debt Limit including the outstanding balance of a hospital operating lease.

DIRECT DEBT

General Obligation Debt Paid by Property Taxes (Includes a portion of the Bonds)

<u>Date of Issue</u>	<u>Original Amount</u>	<u>Purpose</u>	<u>Final Maturity</u>	<u>Principal Outstanding As of 7/23/18</u>
12/09A	\$1,880,000	Capital Improvements	6/20	\$430,000
7/16	2,865,000	Capital Improvements	6/26	2,180,000
7/18	3,170,000*	Capital Improvements	6/28	<u>3,170,000*</u>
Subtotal				\$5,780,000*

General Obligation Debt Paid by Tax Increment Revenues

<u>Date of Issue</u>	<u>Original Amount</u>	<u>Purpose</u>	<u>Final Maturity</u>	<u>Principal Outstanding As of 7/23/18</u>
12/09A	\$1,560,000	Capital Improvements	6/24	\$1,015,000

* Preliminary; subject to change.

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General Obligation Debt Paid by Sewer Utility Revenues (Includes a portion of the Bonds)

<u>Date of Issue</u>	<u>Original Amount</u>	<u>Purpose</u>	<u>Final Maturity</u>	<u>Principal Outstanding As of 7/23/18</u>
7/16	\$6,790,000	Capital Improvements	6/28	\$6,115,000
7/18	2,395,000*	Capital Improvements	6/28	<u>2,395,000</u> *
Subtotal				\$8,510,000 *

General Obligation Debt Paid by Storm Water Utility Revenues (Includes a portion of the Bonds)

<u>Date of Issue</u>	<u>Original Amount</u>	<u>Purpose</u>	<u>Final Maturity</u>	<u>Principal Outstanding As of 7/23/18</u>
7/18	\$1,020,000*	Capital Improvements	6/28	\$1,020,000 *

Total Outstanding General Obligation Debt

\$16,325,000*

Annual Fiscal Year Debt Service Payments

General Obligation Debt Paid by Property Taxes (Includes a portion of the Bonds)

<u>Fiscal Year</u>	<u>Current Outstanding</u>		<u>Bonds</u>		<u>Total Outstanding</u>	
	<u>Principal</u>	<u>Principal & Interest</u>	<u>Principal*</u>	<u>Principal & Interest*</u>	<u>Principal*</u>	<u>Principal & Interest*</u>
2018-19	\$465,000	\$522,480	\$220,000	\$293,322	\$685,000	\$815,802
2019-20	480,000	525,870	295,000	376,169	775,000	902,039
2020-21	265,000	298,300	305,000	379,738	570,000	678,038
2021-22	270,000	298,000	310,000	377,723	580,000	675,723
2022-23	275,000	297,600	315,000	375,097	590,000	672,697
2023-24	280,000	297,100	325,000	376,876	605,000	673,976
2024-25	285,000	296,500	335,000	378,101	620,000	674,601
2025-26	<u>290,000</u>	295,800	345,000	378,687	635,000	674,487
2026-27			355,000	378,406	355,000	378,406
2027-28			<u>365,000</u>	377,082	<u>365,000</u>	377,081
Total	\$2,610,000		\$3,170,000*		\$5,780,000*	

* Preliminary; subject to change.

General Obligation Debt Paid by Tax Increment Revenues

<u>Fiscal Year</u>	<u>Current Outstanding</u>	
	<u>Principal</u>	<u>Principal & Interest</u>
2018-19	\$155,000	\$190,838
2019-20	160,000	191,033
2020-21	165,000	190,673
2021-22	170,000	189,815
2022-23	180,000	193,780
2023-24	<u>185,000</u>	192,030
Total	\$1,015,000	

General Obligation Debt Paid by Sewer Utility Revenues (Includes a portion of the Bonds)

<u>Fiscal Year</u>	<u>Current Outstanding</u>		<u>Bonds</u>		<u>Total Outstanding</u>	
	<u>Principal</u>	<u>Interest</u>	<u>Principal*</u>	<u>Interest*</u>	<u>Principal*</u>	<u>Interest*</u>
2018-19	\$560,000	\$682,300	\$215,000	\$270,086	\$775,000	\$952,386
2019-20	570,000	681,100	220,000	279,957	790,000	961,057
2020-21	580,000	679,700	225,000	280,161	805,000	959,861
2021-22	590,000	678,100	230,000	279,986	820,000	958,086
2022-23	600,000	676,300	235,000	279,328	835,000	955,628
2023-24	615,000	679,300	240,000	278,195	855,000	957,495
2024-25	630,000	682,000	245,000	276,715	875,000	958,715
2025-26	645,000	684,400	255,000	279,830	900,000	964,230
2026-27	655,000	681,500	260,000	277,231	915,000	958,731
2027-28	<u>670,000</u>	683,400	<u>270,000</u>	278,937	<u>940,000</u>	962,337
Total	\$6,115,000		\$2,395,000*		\$8,510,000*	

General Obligation Debt Paid by Storm Water Utility Revenues (Includes a portion of the Bonds)

<u>Fiscal Year</u>	<u>Current Outstanding</u>	
	<u>Principal*</u>	<u>Interest*</u>
2018-19	\$90,000	\$113,463
2019-20	95,000	120,570
2020-21	95,000	118,499
2021-22	100,000	121,314
2022-23	100,000	118,854
2023-24	100,000	116,244
2024-25	105,000	118,544
2025-26	110,000	120,594
2026-27	110,000	117,316
2027-28	<u>115,000</u>	118,807
Total	\$1,020,000 *	

* Preliminary; subject to change.

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OTHER DEBT

Tax Increment Rebate Agreements Subject to Debt Limit

<u>TIF Rebate Agreements</u>	<u>Total Estimated Obligation Outstanding as of 07/23/18</u>	<u>Estimated Final Payment Date</u>	<u>Total Estimated Obligation Subject to Debt Limit as of 07/23/18</u>
Linderbaum Real Estate, LLC	\$69,525	6/30/23	\$13,905 ¹⁾
RBBJ, LLC (Allen Occ. Health)	132,750	6/30/23	44,250 ¹⁾
River Place Properties	9,280,000	6/30/27	480,000 ¹⁾
Jones, Lang, LaSalle (Realty Income)	28,800	6/30/19	28,800 ¹⁾
Dahlstrom 2215 College	72,000	6/30/21	24,000 ¹⁾
Dahlstrom 2024 College	28,800	6/30/21	9,600 ¹⁾
Cedar Falls Development	76,800	6/30/22	19,200 ¹⁾
Six Kids, LLC	135,000	6/30/24	0 ¹⁾
Total			\$619,755

1) TIF rebate agreement payments for FY 2018-19 which were appropriated by the City Council; and subject to the Debt Limit.

SEWER UTILITY REVENUE DEBT

The City has revenue debt payable solely from net revenues of the Sewer Utility as follows:

<u>Date of Issue</u>	<u>Original Amount</u>	<u>Purpose</u>	<u>Final Maturity</u>	<u>Principal Outstanding As of 7/23/18</u>
8/11	\$6,998,104	Capital Improvements (SRF Loan)	6/33	\$5,644,000

COMMUNICATIONS AND ELECTRIC UTILITY REVENUE DEBT

Cedar Falls Utilities has revenue debt payable solely from the net revenues of the Electric utilities as follows:

<u>Date of Issue</u>	<u>Original Amount</u>	<u>Purpose</u>	<u>Final Maturity</u>	<u>Principal Outstanding As of 7/23/18</u>
12/10A	\$10,000,000	Electric Capital Improvements	12/30	\$7,095,000
12/10B	6,870,000	Electric Capital Improvements	12/23	4,665,000
6/15	26,395,000	Electric Refunding	12/26	<u>22,005,000</u>
Subtotal				\$33,765,000

INDIRECT GENERAL OBLIGATION DEBT

<u>Taxing District</u>	<u>1/1/2017 Taxable Valuation</u> ¹⁾	<u>Portion of Taxable Valuation within the City</u>	<u>Percent In City</u>	<u>G.O. Debt</u> ²⁾	<u>City's Proportionate Share</u>
Black Hawk County	\$5,875,981,305 ³⁾	\$1,978,988,412	33.68%	\$24,175,000	\$8,142,140
Cedar Falls CSD	2,086,087,867 ³⁾	1,924,798,982	92.27%	30,955,000	28,562,179
Hudson CSD	217,115,901	7,995,957	3.68%	0	0
Waterloo CSD	2,963,191,876	46,193,473	1.56%	0	0
Hawkeye Comm. College	10,234,179,841 ³⁾	1,978,988,412	19.34%	19,660,000	<u>3,802,244</u>
City's Share of Total Overlapping Debt					\$40,506,563

- 1) Taxable Valuation excludes military exemption and includes Ag. Land & Buildings, Taxable TIF Increment and all Utilities.
- 2) Includes general obligation bonds, PPEL notes, certificates of participation and new jobs training certificates.
- 3) Includes Ag TIF Increment valuations in the amount of \$59,550.

DEBT RATIOS

	<u>G.O. Debt</u>	<u>Debt/Actual Market Value (\$3,166,929,337) ¹⁾</u>	<u>Debt/39,260 Population ²⁾</u>
Total General Obligation Debt	\$16,325,000 *	0.52% *	\$415.82*
Less: G. O. Debt Paid by Enterprise Funds ³⁾	<u>(9,530,000)*</u>		
Net G.O. Debt Paid by Taxes and Tax Increment	\$6,795,000 *	0.21% *	\$173.08*
City's Share of Overlapping Debt	\$40,506,563	1.28%	\$1,031.75

- 1) Based on the City's 1/1/2017 100% Actual Valuation; includes Ag Land, Ag Buildings, all Utilities and TIF Increment.
- 2) Population based on the City's 2010 U.S. Census.
- 3) Includes general obligation debt paid by sewer and storm water utility revenues.

* Preliminary; subject to change.

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LEVIES AND TAX COLLECTIONS

<u>Fiscal Year</u>	<u>Levy</u>	<u>Collected During Collection Year</u>	<u>Percent Collected</u>
2013-14	\$21,615,920	\$21,405,743	99.03%
2014-15	25,111,928	25,062,771	99.80%
2015-16	25,141,093	25,030,814	99.56%
2016-17	25,687,076	25,592,517	99.63%
2017-18	24,209,386	-----In Process of Collection-----	

Collections include delinquent taxes from all prior years. Taxes in Iowa are delinquent each October 1 and April 1 and a late payment penalty of 1% per month of delinquency is enforced as of those dates. If delinquent taxes are not paid, the property may be offered at the regular tax sale on the third Monday of June following the delinquency date. Purchasers at the tax sale must pay an amount equal to the taxes, special assessments, interest and penalties due on the property and funds so received are applied to taxes. A property owner may redeem from the regular tax sale but, failing redemption within three years, the tax sale purchaser is entitled to a deed, which in general conveys the title free and clear of all liens except future tax installments.

Source: Black Hawk County Auditor's office.

TAX RATES

	<u>FY 2013-14</u>	<u>FY 2014-15</u>	<u>FY 2015-16</u>	<u>FY 2016-17</u>	<u>FY 2017-18</u>
	<u>\$/1,000</u>	<u>\$/1,000</u>	<u>\$/1,000</u>	<u>\$/1,000</u>	<u>\$/1,000</u>
Black Hawk County	6.02116	6.11919	6.74817	6.44577	6.41507
City of Cedar Falls	12.02123	11.81029	11.52796	11.21967	11.13476
Cedar Falls Community School District	12.82531	12.78447	12.44447	12.76973	14.27271
Hawkeye Community College	0.95205	0.95088	0.95088	0.95088	0.97071
Assessor/Appraiser	0.32445	0.30787	0.29967	0.28545	0.26966
Agriculture Ext. Service	0.08970	0.09646	0.09603	0.09352	0.09148
State of Iowa	<u>0.00330</u>	<u>0.00330</u>	<u>0.00330</u>	<u>0.00330</u>	<u>0.00310</u>
Total Tax Rate City Resident	32.23720	32.07246	32.07048	31.76832	33.15749

LEVY LIMITS

A city's general fund tax levy is limited to \$8.10 per \$1,000 of taxable value, with provision for an additional \$0.27 per \$1,000 levy for an emergency fund which can be used for general fund purposes (Code of Iowa, Chapter 384, Division I). Cities may exceed the \$8.10 limitation upon authorization by a special levy election. Further, there are limited special purpose levies which may be certified outside of the above described levy limits (Code of Iowa, Section 384.12). The amount of the City's general fund levy subject to the \$8.10 limitation is \$8.10 for Fiscal Year 2017-18. The City does levy for the operation and maintenance of publicly owned transit; liability, property and self insurance costs; support of a local emergency management committee; instrumental/vocal music groups; support of the public library; and employee benefits in addition to the \$8.10 general fund limit as authorized by law. Currently, the City does not levy for an emergency fund. Debt service levies are not limited.

FUNDS ON HAND (Cash and Investments as of April 1, 2018)

General	\$5,264,252.05
Street Construction	8,036,985.12
Local Street Repair	15,056,160.53
Cable Television	1,893,558.23
Parking Meter	981,378.45
Visitors & Tourism Services	983,301.22
Community Center & Senior Services	(9,034.12) ¹⁾
Police Forfeiture & D.A.R.E.	43,111.41
Police Retirement	2,640,232.91
Fire Retirement	2,878,426.68
Library Reserve	37,049.64
Softball Player	165,913.91
Golf Capital	404,300.80
Rec. Center Capital	1,423,588.21
Hearst Center Capital	316,871.19
Debt Service	1,670,777.43
Washington Park/Par 3	31,542.83
FEMA	148,530.51
Flood Reserve Fund	1,397,180.04
Street Improvement Fund	24,062.52
2004 TIF Bond Fund	(11,229.86) ²⁾
2012 Bond Fund	1,185,969.54
2016 Bond Fund	(311,940.34) ³⁾
Capital Projects and Equipment	21,427,944.75
Parkade Renovation	14,342.42
Sidewalk Assessment	(2,068.37) ⁴⁾
Economic Development	3,128,233.38
Economic Dev. Land Acquisition	2,104,145.11
Sewer Bond Fund	(1,572,747.15) ⁵⁾
Refuse	4,672,253.36
Sewer Rental	8,716,061.37
Storm Water Utility	1,696,039.78
Data Processing	1,035,224.37
Health Insurance	4,722,697.13
Health Severance	242,287.77
Vehicle Maintenance	2,515,423.92
Payroll	2,545,726.40
Workmen's Compensation	1,299,085.73
L.T.D. Insurance	363,009.83
Liability Insurance	1,735,870.07
Trust & Agency	11,306.73
Greenwood Perpetual Care	230,602.43
Fairview Perpetual Care	143,973.15
Hillside Perpetual Care	43,937.75
Sartori Memorial Hospital	7,210,993.40
Section 8 Housing Vouchers	599,205.53
Block Grant	<u>116,021.97</u>
Total Cash & Investments	\$107,250,559.73

1) Fund will be repaid by future budgeted transfers from General Fund.

2) Fund will be repaid by future TIF revenues.

3) Fund will be repaid by future bond proceeds.

4) Fund will be repaid by future assessments.

5) Fund will be repaid by future bond proceeds.

Item G.2.a.

THE CITY

CITY GOVERNMENT

Incorporated in 1854, the City of Cedar Falls, Iowa is governed by a seven member City Council under a Mayor-Council form of government, with an appointed City Administrator. One Council Member is elected from each of the City's five wards. Two City Council members and the Mayor are elected at large. The office of Mayor is a full-time position. The Mayor is the presiding officer of the City Council and coordinates the City Council's work and that of City officials. The City Administrator is appointed by the City Council and serves as the chief administrative officer.

Various City officials hold administrative responsibility. Department Directors of Finance & Business Operations, Community Development, Municipal Operations & Programs, and Public Safety Services have management and administrative responsibilities for their respective departments and report to the City Administrator. An appointed City Clerk is the custodian of City records and reports to the Director of Finance & Business Operations. The Controller/City Treasurer has financial, accounting and budget control responsibilities and reports to the Director of Finance & Business Operations.

The City uses a committee system to study routine problems more efficiently and comprehensively. All the City Council Members serve on the Committee of the Whole and report their findings, conclusions and recommendations to the Council as a whole. Many other Boards and Commissions also serve City needs, including a nine member Planning and Zoning Commission which acts in advisory capacity to the City Council.

EMPLOYEES AND PENSIONS

The City has 196 full-time employees, and 101 part-time or seasonal employees, excluding Cedar Falls Utilities personnel. In addition, the City has a police force of 40 sworn personnel and a fire department of 30 sworn personnel fire fighters. The City participates in two statewide employee retirement systems, the Iowa Public Employees Retirement System ("IPERS") and the Municipal Fire and Police Retirement System of Iowa ("MFPRSI"). The State of Iowa administers IPERS and a nine-member board of trustees governs the MFPRSI. Though separate and apart from state government, the MFPRSI board is authorized by state legislature, which also establishes by statute the pension and disability benefits and the system's funding mechanism. All full-time employees must participate in either IPERS or MFPRSI.

Iowa Public Employees Retirement System: The City contributes to IPERS, which is a cost-sharing multiple-employer, contributory defined benefit public employee retirement system administered by IPERS. IPERS provides retirement and death benefits, which are established by state statute, to plan members and beneficiaries. IPERS is authorized to adjust the total contribution rate up or down each year, by no more than 1 percentage point, based upon the actuarially required contribution rate. The City's contributions to IPERS for Fiscal Years 2014-15, 2015-16 and 2016-17 as shown below equal the required contributions for each year.

	<u>FY 2014-15</u>	<u>FY 2015-16</u>	<u>FY 2016-17</u>
IPERS City Contribution	\$821,440	\$821,928	\$831,947

On March 24, 2017, IPERS Investment Board voted to approve changes to economic assumptions used in calculating IPERS' liabilities. This action followed an economic assumption study presentation by the consulting actuarial firm of Cavanaugh Macdonald of Bellevue, NE.

The new assumptions are:

- Inflation drops from 3% to 2.6%
- Interest on member accounts drops from 3.75% to 3.5%
- Investment return drops from 7.5% to 7%
- Wage growth drops from 4% to 3.25%
- Payroll growth drops from 4% to 3.25%

The study applied these assumptions to the 2016 data to illustrate their impact on key funding measurements. The funded ratio is a “snapshot in time” and indicates the financial health of a pension system. Using the new assumptions, with the 2016 data, IPERS’ funded ratio dropped from 84% to 80%. These assumptions will first be applied in the June 30, 2017 valuation, which will be used to determine the contribution rates effective July 1, 2018.

The net result of these changes will be a lower funded ratio and an increase in liabilities of \$1.4 billion. Even though these changes will have a negative impact on IPERS’ funded ratio, the Investment Board believes that these modifications will provide a more accurate valuation of future liabilities. Each year an investment return is less than the assumed return adds to the liability and increases the needed return in future years which can lead to even higher contribution rates.

The IPERS Comprehensive Annual Financial Report (“CAFR”) is available on the IPERS website, <https://www.ipers.org/financial-and-investment>, or by contacting IPERS at 7401 Register Drive P.O. Box 9117, Des Moines, IA 50321.

Bond Counsel, the City and the Municipal Advisor undertake no responsibility for and make no representations as to the accuracy or completeness of the information available from the IPERS discussed above or included on the IPERS website, including, but not limited to, updates of such information on the State Auditor’s website or links to other Internet sites accessed through the IPERS website.

Pursuant to Governmental Accounting Standards Board (“GASB”) Statement No. 68, the City reported a liability of \$8,055,379 within its CAFR as of June 30, 2017 for its proportionate share of the net pension liability. The net pension liability is the amount by which the total actuarial liability exceeds the pension plan’s net assets or fiduciary net position (essentially the market value) available for paying benefits. The net pension liability was measured as of June 30, 2016, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The City’s proportion of the net pension liability was based on the City’s share of contributions to the pension plan relative to the contributions of all IPERS participating employers. At June 30, 2016, the City’s collective proportion was 0.1279990% which was a decrease of 0.005726% from its proportion measured as of June 30, 2015.

For additional information refer to Footnote F Pension Plan - IPERS on page 72 of the City’s June 30, 2017 CAFR contained as APPENDIX B of this Preliminary Official Statement.

Municipal Fire and Police Retirement System of Iowa: The City contributes to MFPRSI, which is a cost-sharing multiple-employer defined benefit pension plan. MFPRSI provides retirement, disability, and death benefits to plan members and beneficiaries. Benefit provisions are established by state statute, and vest after four years of credited service.

MFPRSI plan members are required to contribute a percentage of their annual covered salary, and the City is required to contribute at an actuarially determined rate of annual covered payroll. The contribution requirements of plan members and the City are established, and may be amended by state statute. The City’s contributions to MFPRSI for the Fiscal Years 2014-15, 2015-16 and 2016-17 as shown below equal the required contributions for each year.

	<u>FY 2014-15</u>	<u>FY 2015-16</u>	<u>FY 2016-17</u>
MFPRSI City Contribution	\$1,377,326	\$1,300,356	\$1,227,100

The MFPRSI Independent Auditors Reports is available on the MFPRSI website, <http://www.mfprsi.org/about-mfprsi/publications/>, or by contacting MFPRSI at 7155 Lake Drive, Suite 201, West Des Moines, IA 50266.

Bond Counsel, the City and the Municipal Advisor undertake no responsibility for and make no representations as to the accuracy or completeness of the information available from MFPRSI discussed above or included on the MFPRSI websites, including, but not limited to, updates of such information on the State Auditor’s website or links to other Internet sites accessed through the MFPRSI website.

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Pursuant to GASB Statement No. 68, the City reported a liability of \$10,804,128 with its CAFR as of June 30, 2017 for its proportionate share of the net pension liability. The net pension liability is the amount by which the total actuarial liability exceeds the pension plan's net assets or fiduciary net position (essentially the market value) available for paying benefits. The net pension liability was measured as of June 30, 2016, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The City's proportion of the net pension liability was based on the City's share of contributions to the pension plan relative to the contributions of all MFPRSI participating employers. At June 30, 2016, the City's proportion was 1.727939% which was an increase of 0.000862% from its proportion measured as of June 30, 2015.

For additional information on MFPRSI, refer to Footnote F Pension Plan - MFPRSI on page 76 of the City's June 30, 2017 CAFR contained as APPENDIX B of this Preliminary Official Statement.

OTHER POST-EMPLOYMENT BENEFITS (OPEB)

The City operates a single-employer health benefit plan, which provides self-insured medical/prescription drug benefits for all full-time active and retired employees and their eligible dependents. Eligible retirees receive health care coverage through the same plan that is available to active employees. To be eligible for these benefits, participants must receive a pension benefit from the IPERS, receiving a social security disability benefit, or retired under Code Chapter 411 of the Iowa code. There were 19 retirees participating in the plan as of June 30, 2017. Retirees pay the same premium for the health benefit plan as active employees, which results in an implicit subsidy and an OPEB liability. The Plan does not issue stand-alone financial report.

The contribution requirements of plan members are established and may be amended by the City. The City currently finances the benefit plan on a pay-as-you-go basis. The majority of expenditures are paid for out of the General Fund.

The City's annual OPEB cost (expense) is calculated based on the annual required contribution ("ARC") of the City, an amount actuarially determined in accordance with Government Accounting Standards Board Statement No. 45. The ARC represents a level of funding that, if paid on an ongoing basis, is projected to cover the normal cost each year and amortize any unfunded actuarial liabilities over a period not to exceed 30 years.

The following table shows the components of the City's annual OPEB cost for the Fiscal Year 17, the amount actuarially contributed to the plan, and changes in the City's net OPEB obligation.

Annual required contribution , ARC	\$98,848
Interest on net OPEB obligation	10,906
Adjustment to annual required contribution	<u>(9,661)</u>
Annual OPEB cost	\$100,093
Contributions made	<u>(54,114)</u>
Increase in net OPEB obligation	\$45,979
Net OPEB obligation, beginning of year	<u>342,298</u>
Net OPEB obligation, end of year	\$388,277

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The City's annual OPEB cost, the percentage of annual OPEB cost contributed to the plan, and the net OPEB obligation for Fiscal Years 2014-15 thru 2016-17 are presented in the following table.

<u>Fiscal Year</u> <u>Ended June 30</u>	<u>Annual</u> <u>OPEB Cost</u>	<u>Percentage of</u> <u>Annual OPEB</u> <u>Cost Contributed</u>	<u>Net</u> <u>OPEB</u> <u>Obligation</u>
2014-15	\$59,683	199.52%	\$218,126
2015-16	100,093	(24.06%)	342,298
2016-17	100,093	(54.06%)	388,277

As of July 1, 2015, the most recent actuarial valuation date for the period July 1, 2015 through June 30, 2016, the actuarial accrued liability was \$1,139,405 with no actuarial value of assets, resulting in an unfunded actuarial accrued liability (the "UAAL") of \$1,139,405. The covered payroll (annual payroll of active employees covered by the plan) was approximately \$11,573,418, and the ratio of the UAAL to the covered payroll was 9.8%. As of June 30, 2017, there were no trust fund assets.

For additional information on OPEB, refer to Footnote G OPEB on page 81 of the City's CAFR as of June 30, 2017 contained as APPENDIX B of this Preliminary Official Statement.

UNION CONTRACTS

The City currently has negotiated contracts with the three employee groups as shown in the table below.

<u>Employee Group</u>	<u>Contract</u> <u>Expiration Date</u>	<u>% Annual Increase</u>
Teamsters – Parks & Public Works	06/30/22	2.75%
Teamsters – Police	06/30/22	2.75%
Firefighters Association	06/30/22	2.75%

Item G.2.a.

INSURANCE

The City's insurance coverage is as follows:

<u>Type of Insurance</u>	<u>Coverage</u>
Property	\$100,888,527 Blanket \$100,000 Deductible
General Liability	\$5,000,000 Limit \$10,000,000 Aggregate \$100,000 Deductible
Employee Benefits Liability	Limit Included in General Liability Aggregate Included in General Liability \$100,000 Deductible
Auto Liability	\$5,000,000 Limit \$100,000 Deductible
Public Officials Liability/E & O	\$5,000,000 Limit \$10,000,000 Aggregate \$100,000 Deductible
Law Enforcement Activities	\$5,000,000 Limit \$10,000,000 Aggregate \$100,000 Deductible
Employee Practices Liability	\$5,000,000 Limit \$9,000,000 Aggregate \$100,000 Deductible
Auto Physical Damage	\$12,336,175 Value of Vehicles \$10,000 Deductible
Equipment Breakdown	\$100,000,000 Limit \$2,500 Deductible
Workers Compensation	\$1,000,000 Limit \$1,000,000 Aggregate \$500,000 Deductible
Crime	\$500,000 Limit \$10,000 Deductible
Cyber Liability	\$1,000,000 Limit \$1,000,000 Aggregate \$10,000 Deductible

GENERAL INFORMATION

LOCATION AND TRANSPORTATION

The City, with a 2010 U.S. census population of 39,260 and a total land area of 29.1 square miles, is located adjacent to the City of Waterloo, Iowa. The City is 105 miles northeast of Des Moines, Iowa, 192 miles south of Minneapolis, Minnesota and 275 miles west of Chicago, Illinois. The City is accessible by U.S. Highways No. 20, 63 and 218 and State Highways No. 21, 57, 281 and 412. Interstate Highway No. 380 links the City and the City of Waterloo, Iowa with the southeastern area of the State and connects with Interstate Highway No. 80. Interstate Highway No. 35 is located about 65 miles west of the City. Rail service is provided by the Chicago, Central and Pacific Railroad, the Chicago and North Western Transportation Company and the Iowa Northern Railroad. Bus transportation is provided in the City by the Metropolitan Transit Authority and both in and out of state by three bus lines. Commercial and charter air service is available at the Waterloo Municipal Airport.

LARGER EMPLOYERS

A representative list of larger employers in the City is as follows:

<u>Employer</u>	<u>Type of Business</u>	<u>Number of Employees</u> ¹⁾
John Deere Product Eng. Center	Manufacturer	5,500 ²⁾
Wheaton Franciscan Healthcare	Health Care Hospital & Clinics	2,893 ²⁾
University of Northern Iowa	Post-secondary education	1,819
Hy-Vee Food Stores	Retail	1,719 ²⁾
Target Distribution	Retail Distributor	950
CBE Group	Credit Services	900
Cedar Falls Community School District	Education	752
The Western Home	Elderly Housing/Care	668
Area Education Agency 267	Education	605
Martin Brothers Distribution	Frozen Foods/Institutional Products	600

1) Number of employees includes all full-time, part-time and seasonal employees.

2) Number of employees includes multiple locations in both Cedar Falls and Waterloo.

Source: City of Cedar Falls April 2018.

U.S. CENSUS DATA

Population Trend

1980 U.S. Census	36,310
1990 U.S. Census	34,298
2000 U.S. Census	36,145
2010 U.S. Census	39,260

Source: U.S. Census Bureau website.

Item G.2.a.

BUILDING PERMITS

City officials report the following construction activity as of March 31, 2018. Building permits are reported on a fiscal year basis.

	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
<u>Single Family Homes</u>					
No. of new homes:	154	113	120	151	77
Valuation:	\$36,358,659	\$28,713,702	\$28,077,051	\$35,592,628	\$18,060,046
<u>Multiple Family Dwellings</u>					
No. of new buildings:	2	3	6	5	0
Valuation:	\$6,212,997	\$3,573,977	\$11,004,500	\$4,487,228	\$0
<u>Dwelling Additions & Alterations</u>					
No. of permits issued:	2,071	1,061	1,021	897	1,403
Valuation:	\$18,371,926	\$9,772,910	\$10,783,796	\$9,091,145	\$15,087,542
<u>Commercial/Industrial/Other</u>					
No. of new buildings:	26	31	20	27	16
Valuation:	\$15,965,342	\$12,483,154	\$56,731,610	\$44,207,923	\$23,042,304
<u>Commercial /Industrial /Other Additions & Alterations</u>					
No. of permits issued:	182	182	129	130	100
Valuation:	<u>\$22,433,727</u>	<u>\$22,533,408</u>	<u>\$44,431,250</u>	<u>\$20,072,244</u>	<u>\$22,864,109</u>
Total Permits:	2,435	1,390	1,296	1,210	1,596
Total Valuations:	\$99,342,651	\$77,077,151	\$151,028,207	\$113,451,168	\$79,054,001

UNEMPLOYMENT RATES

		<u>City of Cedar Falls</u>	<u>Black Hawk County</u>	<u>State of Iowa</u>
Annual Averages:	2014	3.3%	4.9%	4.2%
	2015	3.0%	4.6%	3.8%
	2016	3.1%	4.6%	3.6%
	2017	2.5%	3.8%	3.1%
	2018 through February	2.5%	2.6%	2.9%

Source: Iowa Workforce Development website.

EDUCATION

The Cedar Falls Community School District (the "District") owns and operates six elementary schools, two junior high schools, one alternative high school and one senior high school, in addition to an administration center and central services building, all of which are located within the City. The District employs approximately 752 full-time and part-time employees and has a certified enrollment of 5,127.5 for the 2018-19 school year.

The University of Northern Iowa, located within the City, is a public, co-educational university with approximately 1,819 full-time, part-time and seasonal employees. Wartburg College, a private, four-year liberal arts college, is located in the City of Waverly, Iowa, which is 15 miles north of the City. The Area VII Hawkeye Community College, a public, post-secondary vocational/technical school, is located within the City of Waterloo, Iowa which is adjacent to the City.

FINANCIAL SERVICES

Financial services for residents of the City are provided by Lincoln Savings Bank and branch offices of BankIowa, , Cedar Rapids Bank and Trust Company, Farmers State Bank, First National Bank, First Security State Bank, MidWestOne Bank, NXT Bank, Regions Bank, US Bank N.A., and Wells Fargo Bank, N.A. as well as by several credit unions.

Lincoln Savings Bank reports the following deposits as of June 30 for each year:

<u>Year</u>	<u>Lincoln Savings Bank</u>
2013	\$468,225,000
2015	530,199,000
2015	629,365,000
2016	705,144,000
2017	802,183,000

Source: FDIC Institution Directory Website.

FINANCIAL STATEMENTS

The City's COMPREHENSIVE ANNUAL FINANCIAL REPORT for the Fiscal Year ended June 30, 2017 is reproduced in APPENDIX B. The City's certified public accountant has not consented to distribution of the audited financial statements and has not undertaken added review of their presentation. Further information regarding financial performance and copies of the City's prior Comprehensive Annual Financial Reports may be obtained from the City's Municipal Advisor, PFM Financial Advisor LLC.

Item G.2.a.

APPENDIX A

FORM OF LEGAL OPINION

APPENDIX B

JUNE 30, 2017 COMPREHENSIVE ANNUAL FINANCIAL REPORT

Item G.2.a.

APPENDIX C

FORM OF CONTINUING DISCLOSURE CERTIFICATE

OFFICIAL BID FORM

Item G.2.a.

Sale Date: June 18, 2018

10:00 A.M. Central Time

To: City Council of
City of Cedar Falls, Iowa

RE: \$6,585,000* General Obligation Bonds, Series 2018 (the "Bonds")

This bid is a firm offer for the purchase of the Bonds identified in the NOTICE OF BOND SALE and TERMS OF OFFERING and on the terms set forth in this bid form and is not subject to any conditions, except as permitted by the NOTICE OF BOND SALE and TERMS OF OFFERING. By submitting this bid, we confirm we have an established industry reputation for underwriting new issuance of municipal bonds.

For all or none of the above Bonds, in accordance with the NOTICE OF BOND SALE and TERMS OF OFFERING, we will pay you \$ (not less than \$6,532,320) plus accrued interest to date of delivery for fully registered Bonds bearing interest rates and maturing in the stated years as follows:

Table with 6 columns: Coupon, Maturity, Yield, Coupon, Maturity, Yield. Rows for maturities 2019-2023 and 2024-2028.

* Preliminary; subject to change. The City reserves the right to increase or decrease the aggregate principal amount of the Bonds and to increase or decrease each scheduled maturity thereof after the determination of the successful bidder. The City may increase or decrease each maturity in increments of \$5,000 but the total amount to be issued will not exceed \$6,700,000. Interest rates specified by the successful bidder for each maturity will not change. Final adjustments shall be in the sole discretion of the City.

The dollar amount of the purchase price proposed by the successful bidder will be changed if the aggregate principal amount of the Bonds is adjusted as described above. Any change in the principal amount of any maturity of the Bonds will be made while maintaining, as closely as possible, the successful bidder's net compensation, calculated as a percentage of bond principal. The successful bidder may not withdraw or modify its bid as a result of any post-bid adjustment. Any adjustment shall be conclusive, and shall be binding upon the successful bidder.

We hereby designate that the following Bonds to be aggregated into term Bonds maturing on June 1 of the following years and in the following amounts (leave blank if no term Bonds are specified):

Table with 3 columns: Years Aggregated, Maturity Year, Aggregate Amount. Rows for 'through' periods.

In making this offer we accept all of the terms and conditions of the NOTICE OF BOND SALE and TERMS OF OFFERING published in the Preliminary Official Statement dated June 4, 2018 and represent we are a bidder with established industry reputation for underwriting new issuances of municipal bonds. In the event of failure to deliver these Bonds in accordance with the NOTICE OF BOND SALE and TERMS OF OFFERING as printed in the Preliminary Official Statement and made a part hereof, we reserve the right to withdraw our offer. All blank spaces of this offer are intentional and are not to be construed as an omission.

Not as a part of our offer, the above quoted prices being controlling, but only as an aid for the verification of the offer, we have made the following computations:

NET INTEREST COST: \$

TRUE INTEREST COST: % (Dated date July 16, 2018)

Account Manager: By:

Account Members:

The foregoing offer is hereby accepted by and on behalf of the City Council of the City of Cedar Falls, Iowa this 18th day of June, 2018.

Attest: By:

Title: Title:

ITEMS TO INCLUDE ON AGENDA FOR JUNE 4, 2018

CITY OF CEDAR FALLS, IOWA

\$6,585,000 (Dollar Amount Subject to Change) General Obligation Bonds, Series 2018

- Resolution directing the advertisement for sale and approving electronic bidding procedures and Official Statement.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE
CHAPTER 21 AND THE LOCAL RULES OF THE CITY.

Item G.2.a.

June 4, 2018

The City Council of the City of Cedar Falls, State of Iowa, met in _____ session, in the Council Chambers, City Hall, 220 Clay Street, Cedar Falls, Iowa, at _____ .M., on the above date. There were present Mayor _____, in the chair, and the following named Council Members:

Absent: _____

Vacant: _____

* * * * *

Council Member _____ introduced the following Resolution entitled "RESOLUTION DIRECTING THE ADVERTISEMENT FOR SALE OF \$6,585,000 (DOLLAR AMOUNT SUBJECT TO CHANGE) GENERAL OBLIGATION BONDS, SERIES 2018, AND APPROVING ELECTRONIC BIDDING PROCEDURES AND OFFICIAL STATEMENT" and moved its adoption. Council Member _____ seconded the Resolution to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the resolution duly adopted as follows:

RESOLUTION DIRECTING THE ADVERTISEMENT FOR SALE OF \$6,585,000 (DOLLAR AMOUNT SUBJECT TO CHANGE) GENERAL OBLIGATION BONDS, SERIES 2018, AND APPROVING ELECTRONIC BIDDING PROCEDURES AND OFFICIAL STATEMENT

WHEREAS, the Issuer is in need of funds to pay costs of:

- a) opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, and market places, and the removal and replacement of dead or diseased trees thereon; the construction, reconstruction, and repairing of any street improvements, the acquisition, installation, and repair of sidewalks, storm sewers, sanitary sewers, street lighting, and traffic control devices; and the acquisition of any real estate needed for any of the foregoing purposes;
- b) equipping the fire department;
- c) construction, reconstruction, and repair of cemetery facilities; and
- d) rehabilitation and improvement of parks already owned, and the construction of improvements commonly found in city parks,

essential corporate purposes, and it is deemed necessary and advisable that General Obligation Bonds, to the amount of not to exceed \$5,800,000 be authorized for said purposes; and

WHEREAS, pursuant to notice published as required by Section 384.25 of the Code of Iowa, this Council has held a public meeting and hearing upon the proposal to institute

Item G.2.a.

proceedings for the issuance of the Bonds, and the Council is therefore now authorized to proceed with the issuance of said Bonds for such purposes; and

WHEREAS, the City is in need of funds to pay costs of construction of recreational trails, a general corporate purpose, and it is deemed necessary and advisable that General Obligation Bonds, to the amount of not to exceed \$550,000 be authorized for said purpose; and

WHEREAS, the Issuer has a population of more than 5,000 but not more than 75,000, and the Bonds for this purpose do not exceed \$700,000; and

WHEREAS, pursuant to notice published as required by Section 384.26 of the Code of Iowa, the Council of the City has held public meeting and hearing upon the proposal to institute proceedings for the issuance of Bonds for a general corporate purpose in the amounts as above set forth, and, no petition for referendum having been received, the Council is therefore now authorized to proceed with the issuance of said Bonds for such purpose; and

WHEREAS, the City is in need of funds to pay costs of acquisition, construction, reconstruction, enlargement, improvement, and equipping of recreation grounds, recreation buildings, juvenile playgrounds and parks, general corporate purposes, and it is deemed necessary and advisable that General Obligation Bonds, to the amount of not to exceed \$350,000 be authorized for said purposes; and

WHEREAS, the Issuer has a population of more than 5,000 but not more than 75,000, and the Bonds for these purposes do not exceed \$700,000; and

WHEREAS, pursuant to notice published as required by Section 384.26 of the Code of Iowa, the Council of the City has held public meeting and hearing upon the proposal to institute proceedings for the issuance of Bonds for general corporate purposes in the amounts as above set forth, and, no petition for referendum having been received, the Council is therefore now authorized to proceed with the issuance of said Bonds for such purposes; and

WHEREAS, pursuant to Section 384.28 of the Code of Iowa, it is hereby found and determined that the various general obligation bonds authorized as hereinabove described shall be combined for the purpose of issuance in a single issue of \$6,585,000 (dollar amount subject to change) General Obligation Bonds as hereinafter set forth; and

WHEREAS, in conjunction with its Municipal Advisor, PFM Financial Advisors LLC, the City has caused a Preliminary Official Statement to be prepared outlining the details of the proposed sale of the Bonds; and

WHEREAS, the Council has received information from its Municipal Advisor evaluating and recommending the procedure hereinafter described for electronic, facsimile and internet bidding to maintain the integrity and security of the competitive bidding process and to facilitate the delivery of bids by interested parties; and

WHEREAS, the Council deems it in the best interests of the City and the residents thereof to receive bids to purchase such Bonds by means of both sealed and electronic internet communication.

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

Section 1. That the receipt of electronic bids by facsimile machine and through the Parity Competitive Bidding System described in the Notice of Sale and Official Statement are hereby found and determined to provide reasonable security and to maintain the integrity of the competitive bidding process, and to facilitate the delivery of bids by interested parties in connection with the offering at public sale.

Section 2. That General Obligation Bonds, Series 2018, of City of Cedar Falls, State of Iowa, in the amount of \$6,585,000 (dollar amount subject to change), to be issued as referred to in the preamble of this Resolution, to be dated July 16, 2018, be offered for sale pursuant to the published advertisement.

Section 3. That the preliminary Official Statement in the form presented to this meeting be and the same hereby is approved as to form and deemed final for purposes of Rule 15c2-12 of the Securities and Exchange Commission, subject to such revisions, corrections or modifications as the Mayor and City Clerk, upon the advice of bond counsel and the City's Municipal Advisor, shall determine to be appropriate, and is authorized to be distributed in connection with the offering of the Bonds for sale.

Section 4. That the Clerk is hereby directed to publish notice of sale of the Bonds at least once, the last one of which shall be not less than four clear days nor more than twenty days before the date of the sale. Publication shall be made in the "Waterloo-Cedar Falls Courier", a legal newspaper, printed wholly in the English language, published within the county in which the Bonds are to be offered for sale or an adjacent county. The notice is given pursuant to Chapter 75 of the Code of Iowa, and shall state that this Council, on the 18th day of June, 2018, at 7:00 o'clock P.M., will hold a meeting to receive and act upon bids for said Bonds, which bids were previously received and opened by City Officials at 10:00 o'clock A.M. on said date. The notice shall be in substantially the following form:

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(To be published on or before June 12, 2018)

NOTICE OF BOND SALE

Time and Place of Sealed Bids: Bids for the sale of Bonds of the City of Cedar Falls, State of Iowa, hereafter described, must be received at the office of the City Clerk, City Hall, 220 Clay Street, Cedar Falls, Iowa 50613; Telephone: 319-273-8600 (the "Issuer") before 10:00 o'clock A.M., on the 18th day of June, 2018. The bids will then be publicly opened and referred for action to the meeting of the City Council in conformity with the TERMS OF OFFERING.

The Bonds: The Bonds to be offered are the following:

GENERAL OBLIGATION BONDS, SERIES 2018, in the amount of \$6,585,000*, to be dated July 16, 2018 (the "Bonds")

*Subject to principal adjustment pursuant to official Terms of Offering.

Manner of Bidding: Open bids will not be received. Bids will be received in any of the following methods:

- Sealed Bidding: Sealed bids may be submitted and will be received at the office of the City Clerk at City Hall, 220 Clay Street, Cedar Falls, Iowa 50613.
- Electronic Internet Bidding: Electronic internet bids will be received at the office of the City's Municipal Advisor, PFM Financial Advisors LLC, 801 Grand Avenue, Suite 3300, Des Moines, Iowa 50309. The bids must be submitted through the PARITY® competitive bidding system.
- Electronic Facsimile Bidding: Electronic facsimile bids will be received at the office of the City's Municipal Advisor, PFM Financial Advisors LLC, 801 Grand Avenue, Suite 3300, Des Moines, Iowa 50309 (facsimile number: 515-243-6994). Electronic facsimile bids will be treated as sealed bids.

Consideration of Bids: After the time for receipt of bids has passed, the close of sealed bids will be announced. Sealed bids will then be publicly opened and announced. Finally, electronic internet bids will be accessed and announced.

Sale and Award: The sale and award of the Bonds will be held at the Council Chambers, City Hall, 220 Clay Street, Cedar Falls, Iowa at a meeting of the City Council on the above date at 7:00 o'clock P.M.

Official Statement: The Issuer has issued an Official Statement of information pertaining to the Bonds to be offered, including a statement of the Terms of Offering and an Official Bid Form, which is incorporated by reference as a part of this notice. The Official Statement may be obtained by request addressed to the City Clerk, City Hall, 220 Clay Street, Cedar Falls, Iowa

50613; Telephone: 319-273-8600 or the Issuer's Municipal Advisor, PFM Financial Advisors LLC, 801 Grand Avenue, Suite 3300, Des Moines, Iowa, 50309; Telephone: 515-243-2600.

Terms of Offering: All bids shall be in conformity with and the sale shall be in accordance with the Terms of Offering as set forth in the Official Statement.

Legal Opinion: The Bonds will be sold subject to the opinion of Ahlers & Cooney, P.C., Attorneys of Des Moines, Iowa, as to the legality and their opinion will be furnished together with the printed Bonds without cost to the purchaser and all bids will be so conditioned. Except to the extent necessary to issue their opinion as to the legality of the Bonds, the attorneys will not examine or review or express any opinion with respect to the accuracy or completeness of documents, materials or statements made or furnished in connection with the sale, issuance or marketing of the Bonds.

Rights Reserved: The right is reserved to reject any or all bids, and to waive any irregularities as deemed to be in the best interests of the public.

By order of the City Council of the City of Cedar Falls, State of Iowa.

City Clerk, City of Cedar Falls, State of Iowa

(End of Notice)

Item G.2.a.

PASSED AND APPROVED this 4th day of June, 2018.

Mayor

ATTEST:

City Clerk

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

I, the undersigned City Clerk of the City of Cedar Falls, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2018.

 City Clerk, City of Cedar Falls, State of Iowa

(SEAL)

Item G.2.a.

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

I, the undersigned, do hereby certify that I am now and was at the times hereinafter mentioned, the duly qualified and acting Clerk of the City of Cedar Falls, in the County of Black Hawk, State of Iowa, and that as such Clerk and by full authority from the Council of the City, I have caused a

NOTICE OF PUBLIC HEARING
(\$6,585,000 (Dollar Amount Subject To Change) General Obligation Bonds)

of which the clipping annexed to the publisher's affidavit hereto attached is in words and figures a correct and complete copy, to be published as required by law in the "Waterloo-Cedar Falls Courier", a legal newspaper published at least once weekly, printed wholly in the English language, published regularly and mailed through the post office of current entry for more than two years and which has had for more than two years a bona fide paid circulation recognized by the postal laws of the United States, and has a general circulation in the City, and that the Notice was published in all of the issues thereof published and circulated on the following date:

_____, 2018.

WITNESS my official signature this _____ day of _____, 2018.

City Clerk, City of Cedar Falls, State of Iowa

(SEAL)

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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: June 1, 2018
SUBJECT: Audit Engagement Letter

We are just about to begin the audit process for FY18. We are in the first year of our new extended contract with Eide Bailly, LLP to perform our audit engagement.

At the beginning of the audit engagement each year, the auditors provide an engagement letter that they sign and the City signs that acknowledges that both parties understand the work that is to be performed. Attached is that letter for your review and approval.



May 17, 2018

Ms. Jennifer Rodenbeck, Chief Financial Officer
Honorable Mayor and Members of the City Council
City of Cedar Falls
220 Clay Street
Cedar Falls, IA 50613

The following represents our understanding of the services we will provide to City of Cedar Falls, Iowa (City).

You have requested that we audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City as of June 30, 2018, and for the year then ending, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents. In addition, we will audit the entity's compliance over major federal award programs for the period ending June 30, 2018. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal award programs.

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis (MD&A) be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

1. Management's Discussion and Analysis.
2. Budgetary Comparison Schedule.
3. Schedule of the City's Proportionate Share of the Net Pension Liability.
4. Schedule of the City Contributions (Pension).
5. Schedule of Changes in City's Total OPEB Liability and Related Ratios.

Supplementary information other than RSI will accompany the City's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

Item G.2.b.

1. Combining Fund Statements.
2. Capital Asset Schedules
3. Financial Data Schedule (issued separately as part of required HUD report).

Schedule of Expenditures of Federal Awards

We will subject the schedule of expenditures of federal awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements as a whole.

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements:

1. Introductory Section- No opinion or any assurance provided.
2. Statistical Tables- No opinion or any assurance provided.

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and, if applicable, in accordance with any state or regulatory audit requirements. Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements.

An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance (whether caused by errors, fraudulent financial reporting, misappropriation of assets, detected abuse, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America and/or state or regulatory audit requirements. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. Our responsibility as auditors is, of course, limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the City's basic financial statements. Our report will be addressed to the governing body of the City. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

We also will issue a written report on compliance for each major federal program and report on internal control over compliance required by the Uniform Guidance upon completion of our audit.

Audit of Major Program Compliance

Our audit of the City's major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the provisions the Uniform Guidance; and will include tests of accounting records, a determination of major programs in accordance the Uniform Guidance, and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

Item G.2.b.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the entity has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major federal award programs. Our procedures will consist of determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal award programs. However, our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Other Services

We will provide other nonattest services related to completion of the auditee's portion of the Data Collection Form. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.

Management Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For preparing the schedule of expenses of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance requirements;
4. For identifying, in its accounts, all federal awards received and expended during the period and the federal programs under which they were received, including federal awards and funding increments received prior to December 26, 2014 (if any), and those received in accordance with the Uniform Guidance (generally received after December 26, 2014);
5. For maintaining records that adequately identify the source and application of funds for federally funded activities;
6. For the design, implementation, and maintenance of internal control over federal awards;
7. For establishing and maintaining effective internal control over federal awards that provides reasonable assurance that the nonfederal entity is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards;
8. For identifying and ensuring that the entity complies with federal statutes, regulations, and the terms and conditions of federal awards programs and implementing systems designed to achieve compliance with applicable federal statutes, regulations, and the terms and conditions of federal awards programs;
9. For disclosing accurately, currently, and completely, the financial results of each federal award in accordance with the requirements of the award;

10. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
11. For taking prompt action when instances of noncompliance are identified;
12. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
13. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
14. For submitting the reporting package and data collection form to the appropriate parties;
15. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
16. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, and relevant to federal award programs, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit; and
 - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
17. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current period under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
18. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
19. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
20. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With respect to any other nonattest services we perform including completion of the auditee's portion of the Data Collection Form, the City's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

With regard to the schedule of expenditures of federal awards referred to above, you acknowledge and understand your responsibility (a) for the preparation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance, (b) to provide us with the appropriate written representations regarding the schedule of expenditures of federal awards, (c) to include our report on the schedule of expenditures of federal awards in any document that contains the schedule of expenditures of federal awards and that indicates that we have reported on such schedule, and (d) to present the schedule of expenditures of federal awards with the audited financial statements, or if the schedule will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the schedule of expenditures of federal awards no later than the date of issuance by you of the schedule and our report thereon.

Item G.2.b.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit, including your understanding of the responsibilities as defined in this letter to us in your management representation letter.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Fees and Timing

Brian Unsen is the engagement partner for the audit services specified in this letter. Responsibilities include supervising services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report. We expect to begin our audit in June 2018.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses. Invoices are payable upon presentation. We agree that our gross fee, including expenses, for the audit will not exceed \$42,000 for the audit of the financial statements (assuming one major program), including the preparation of the REAC submission. Each additional major program will be a fee of \$2,900. We will notify you immediately of any circumstances we encounter that could significantly affect this fee. Whenever possible, we will attempt to use the City's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit.

In addition, we will be compensated for any time and expenses, including time and expenses of legal counsel, we may incur in conducting or responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings as a result of our Firm's performance of these services. You and your attorney will receive, if lawful, a copy of every subpoena we are asked to respond to on your behalf and will have the ability to control the extent of the discovery process to control the costs you may incur.

Should our relationship terminate before our audit procedures are completed and a report issued, you will be billed for services to the date of termination. All bills are payable upon receipt. A service charge of 1% per month, which is an annual rate of 12%, will be added to all accounts unpaid 30 days after billing date. If collection action is necessary, expenses and reasonable attorney's fees will be added to the amount due.

Other Matters

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

The audit documentation for this engagement is the property of Eide Bailly LLP and constitutes confidential information. However, we may be requested to make certain audit documentation available to the State and federal agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Eide Bailly LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to the City Council the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

Government Auditing Standards require that we provide, upon request, a copy of our most recent external peer review report and any subsequent review reports to the party contracting for the audit. Accordingly, we will provide a copy of our most recent peer review report at your request.

DISPUTE RESOLUTION

The following procedures shall be used to resolve any disagreement, controversy or claim that may arise out of any aspect of our services or relationship with you, including this engagement, for any reason ("Dispute"). Specifically, we agree to first mediate.

Mediation

All Disputes between us shall first be submitted to non-binding mediation by written notice ("Mediation Notice") to the other party. In mediation, we will work with you to resolve any differences voluntarily with the aid of an impartial mediator. The mediator will be selected by mutual agreement, but if we cannot agree on a mediator, one shall be designated by the American Arbitration Association ("AAA").

Item G.2.b.

The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute. Mediation will be conducted with the parties in person in Dubuque, Iowa.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

Either party may commence suit on a Dispute after the mediator declares an impasse.

INDEMNITY

You agree to indemnify Eide Bailly LLP, its partners, affiliates, officers and employees (collectively "Eide Bailly") against any losses, including settlement payments, judgments, damage awards, punitive or exemplary damages, and the costs of litigation (including reasonable attorneys' fees) associated with a claim brought against by a third-party and that arises out of or is in any way related to the services provided under this engagement, provided that the services performed hereunder were performed in accordance with professional standards, in all material respects and that arose due to the negligent acts or omissions by the City of Cedar Falls.

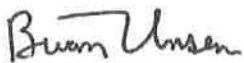
ASSIGNMENTS PROHIBITED

You agree that you will not and may not assign, sell, barter or transfer any legal rights, causes of actions, claims or Disputes you may have against Eide Bailly, its partners, affiliates, officers and employees, to any other person or party, or to any trustee, receiver or other third party.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements compliance over major federal award programs including our respective responsibilities.

We appreciate the opportunity to be your certified public accountants and look forward to working with you and your staff.

Respectfully,



Brian Unsen, Partner

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of City of Cedar Falls by:

Name: _____

Title: Mayor

Date: _____



May 17, 2018

To the Honorable Mayor and Members of City Council
City of Cedar Falls, Iowa

This letter is provided in connection with our engagement to audit the financial statements and to audit compliance over major federal award programs of the City of Cedar Falls as of and for the year ending June 30, 2018. Professional standards require that we communicate with you certain items including our responsibilities with regard to the financial statement audit, the compliance audit, and the planned scope and timing of our audits.

As stated in our engagement letter dated May 17, 2018, we are responsible for conducting our audit in accordance with auditing standards generally accepted in the United States of America (GAAS), *Government Auditing Standards* of the Comptroller General of the United States of America, the requirements of the Single Audit Act, as amended; and the provisions of the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), and, if applicable, in accordance with any state or regulatory audit requirements for the purpose of forming and expressing opinions on the financial statements and on major federal award program compliance. Our audits do not relieve you or management of your respective responsibilities.

Our responsibility as it relates to the schedule of expenditures of federal awards is to evaluate its presentation for the purpose of forming and expressing an opinion as to whether it is presented fairly in all material respects in relation to the financial statements as a whole.

Our audits will include examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. Our audit procedures will also include determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or material noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS, *Government Auditing Standards* of the Comptroller General of the United States of America, the requirements of the Single Audit Act, as amended; and the provisions of the Uniform Guidance.

Our audits will include obtaining an understanding of the entity and its environment, including its internal control, sufficient to assess the risks of material misstatement of the financial statements, the risk of material noncompliance in the major federal award programs, and as a basis for designing the nature, timing, and extent of further audit procedures. Our audit is not designed to express an opinion or provide assurance on internal control over financial reporting. However, we will communicate to you at the conclusion of our audit, significant matters that are relevant to your responsibilities in overseeing the financial reporting process, including any material weaknesses, significant deficiencies, and violation of laws or regulations that come to our attention. Our responsibility as auditors is, of course, limited to the period covered by our audit and does not extend to any other periods.

Item G.2.b.

The financial statements include the financial statements of Cedar Falls Utilities (Component Units), which we consider to be significant components of the financial statements. Consistent with the audit of the financial statements as a whole, our audit will include obtaining an understanding of Cedar Falls Utilities and their environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements of Cedar Falls Utilities and to design the nature, timing, and extent of further audit procedures.

We expect to begin our audit in June 2018 and issue our report in October 2018.

This information is intended solely for the information and use of Mayor, City Council, and management of the City of Cedar Falls and is not intended to be and should not be used by anyone other than these specified parties.

Respectfully,

A handwritten signature in cursive script that reads "Eide Bailly LLP".

Dubuque, Iowa



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: June 1, 2018
SUBJECT: GASB 75 Services Contract

Starting in FY09, the City of Cedar Falls had to start reporting as part of our audit certain Other Post-Employment Benefits (OPEB) as required by GASB Statement No. 45. GASB (Governmental Accounting Standards Board) has issued a new standard, GASB Statement No. 75 that expands the reporting requirements of these benefits as part of our annual audit. Under these standards, there are required actuarial calculations that determine the City's liability for these benefits. We are required to have an actuarial valuation performed biennially. We had our required biennial valuations for FY10, FY12, FY14, and FY16 done and now are at the point of needing a valuation performed for FY18.

Request for proposals were solicited prior to the FY14 valuation and at that time SilverStone was selected. SilverStone has provided high quality service for these valuations and therefore we are recommending to continue with their firm for the FY18 valuation. The fee for the FY18 valuation will be \$4,700, which is only \$400 above their FY16 fee.

Attached is the agreement with SilverStone. If you have questions regarding the agreement or the GASB 75 requirements, please feel free to contact me.

ACTUARIAL SERVICES AGREEMENT

BETWEEN

SILVERSTONE GROUP, INCORPORATED

AND

CITY OF CEDAR FALLS, IOWA

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Actuarial Services Agreement

THIS ACTUARIAL SERVICES AGREEMENT (“Agreement”) is made and entered into effective as of the ____ day of _____, 2018 (the “Effective Date”), by and between SilverStone Group, doing business from Omaha, Nebraska, (hereinafter referred to as “SilverStone Group”), and City of Cedar Falls, Iowa (hereinafter referred to as the “Client”).

WITNESSETH

WHEREAS, the Client maintains several employee benefit plans which are under the general management and administration of the Client.

WHEREAS, subject to the terms and conditions set forth herein, the Client deems it appropriate to engage SilverStone Group to provide certain actuarial services for the plans, and SilverStone Group desires to accept such engagement.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **Contract for Services.** The Client hereby contracts with SilverStone Group for their services as actuaries to the plans, and SilverStone Group hereby accepts such contract and agrees to provide such services in accordance with this Agreement.
2. **Actuarial Services.** SilverStone Group shall render such services as actuaries to the plans as requested by the Client. Such services shall specifically include, but shall not be limited to, the services described as follows:
 - a. Governmental Accounting Standards Board GASB 75 valuation and written report
 - Analyze the data prepared by the Client to assess any inconsistencies and make recommendations for enhancing data quality
 - Measurement of the Present Value of Future Benefits (PVFB) as of the date of first compliance with the GASB standard
 - Measurement of the Actuarial Accrued Liability (AAL) as of the date of first compliance with the GASB standard
 - Calculation of the Unfunded Actuarial Accrued Liability (UAAL) as of the date of first compliance with the GASB standard
 - Calculation of the Annual Required Contribution (ARC) for the first fiscal year in compliance with the GASB standard which would be the basis for the reported annual cost of the plans for accounting purposes, and
 - Illustration of the Required Supplementary Information (RSI), if requested, that will be disclosed in the Clients’ financial reports for the first fiscal year in compliance with the GASB standard

Item G.2.c.

- b. Assist in preparation of the necessary material for the Comprehensive Annual Financial Report to comply with GASB reporting and disclosure requirements. Provide tools or direction in complying with the requirements after engagement is complete.
- c. As appropriate and if requested, prepare an analysis on how establishing a trust or equivalent arrangement would affect the interest rate assumption. Timing considerations of establishing the trust should also be considered.
- d. As appropriate and if requested, provide recommendations on managing the OPEB liability. This may include changes in benefit design or retiree contributions, including specific recommendations and options.
- e. As appropriate and if requested, review and update plan documents and design. Make recommendations as to formalizing informal plans and procedures.

f. General Actuarial Consulting Services

Relating to: (i) administration of the plans; (ii) general trends in actuarial practices; and (iii) changes in federal legislation and regulations, all upon request by the Client.

g. Attendance at Meeting

If requested, the actuary may attend a meeting to review and discuss results of the annual actuarial valuation. We will distribute and discuss a management summary of the valuation at the annual meeting.

h. Additional Valuation Results

At the request of the Client, SilverStone Group will extend the actuarial valuation analysis to determine the effect on annual costs and the funded status of the plans as a result of:

- a change in actuarial assumptions or actuarial methods
- a change in eligibility requirements of existing benefit provisions
- changes in benefit provisions

i. Report to Auditors/Assisting Auditors

At the request of the Client, SilverStone Group will respond to the auditor's request for information regarding the annual actuarial valuation and financial disclosures that may be needed to provide the audit confirmation.

3. **Other Consulting Services.** SilverStone Group will provide, at the Client’s request, additional consulting services to the plans. These services may include, but are not limited to, (i) additional meetings; (ii) plan design analysis; (iii) merger/acquisitions and impact on the existing plans or the plans of acquired entities; (iv) plan document or plan summary reviews; (v) any other actuarial or administrative consulting services deemed necessary or appropriate by the plans of the Client; (vi) suggestions/recommendations by SilverStone Group.
4. **Actuarial Fees.** As consideration for any of the services set forth in Paragraphs 2 and 3 above, the Client agrees to pay SilverStone Group fees based on any direct expenses, any related travel expenses and hourly time charges based on the time recorded to complete the services and the hourly billing rates for the designated personnel as follows:

Principal Actuary	\$260
OPEB Actuarial Analyst	\$175
Group Medical Consultant	\$300

However, for the 2018 fiscal year valuation, SilverStone Group will guarantee the maximum fees to complete the services set forth in Paragraph 2a and 2b will be no more than \$4,700. The maximum fees will be no more than \$1,200 for services set forth in Paragraph 2g.

Hourly rates for years following 2018 may be increased to reflect trends in hourly rates, but any increase will not exceed 5% for each year following 2018.

5. **Invoices.** SilverStone Group shall provide the Client with quarterly invoices not later than the twenty-fifth (25th) day of the month following each calendar quarter. These invoices shall set forth the amount of fees above for the preceding calendar quarter.

Payment for services must be made within 30 days of receipt of invoice. Payments made subsequent to such period, shall be subject to a late charge and interest at a rate of 5%.

6. **Term.** The term of this Agreement shall commence on the Effective Date, and shall continue through December 31, 2020, unless terminated before that time by the Client. The continuation of the agreement shall be contingent upon the periodic review by the Client of the services being provided by SilverStone Group. This Agreement may be renewed for additional annual periods by mutual written agreement by both parties.
7. **Termination.** The Client may terminate this Agreement at any time, with or without cause, by providing delivery of at least 60 days’ advance written notice to SilverStone Group. In the event that the Client exercises its right to terminate the Agreement as provided in this Paragraph 7, SilverStone Group shall be entitled to payment pursuant to Paragraph 5 hereof for services actually rendered to the Client prior to the date of termination.

Item G.2.c.

SilverStone Group may terminate this agreement at any time, with or without cause, by providing delivery of at least 60 days written advance notice to the Client.

8. **Indemnification of the Plans.** SilverStone Group shall defend, indemnify and hold the Client harmless from and against any and all claims, suits, losses, liabilities, costs, damages and expenses, including reasonable attorneys' fees and court costs, suffered or incurred by the Client arising from or as a result of negligence, fraud or willful misconduct by SilverStone Group or any representative, agent or employee of SilverStone Group, or any such party's failure to perform its duties and obligations under this Agreement.

The Client shall defend, indemnify and hold SilverStone Group harmless from and against any and all claims, suits, losses, liabilities, costs, damages and expenses, including reasonable attorney's fees and court costs, suffered or incurred by SilverStone Group arising from or as a result of negligence, fraud or willful misconduct by the Client or any representative, agent or employee of the Client or any such party's failure to perform its duties and obligations under this Agreement.

9. **Insurance.** From and after the Effective Date and continuing throughout the term of this Agreement, SilverStone Group shall, at its sole cost and expense, carry and maintain in full force and effect a professional liability/errors and omissions insurance policy with a policy limit of not less than Fifteen Million Dollars (\$15,000,000), issued by an insurance company. SilverStone Group shall provide the Client with a certificate evidencing such coverage. SilverStone Group shall provide the Client with not less than sixty (60) days prior written notice of any proposed change in the type, coverage or amount of insurance required hereunder.

10. **Access to and Ownership of Files and Information.** SilverStone Group hereby acknowledges and agrees that the Client and the Client's authorized representatives, agents and employees shall have access to and the right to examine, inspect, audit, transcribe and copy during SilverStone Group's normal business hours, any and all accounts, books, documents, records and papers relating to the services provided pursuant to this Agreement. All such examinations shall be at the Client's expense and shall be conducted in a manner which preserves the confidentiality of SilverStone Group's records and business operations.

All intellectual property rights (such as copyrights and trade secrets) relating to materials and information developed by or relating to the plans and disclosed or supplied to SilverStone Group under this Agreement (the "Plans Information") will belong exclusively to the Client. All intellectual property rights (such as copyrights and trade secrets) relating to SilverStone Group's work product (including all materials and information developed by SilverStone Group in the course of performing services under this Agreement, but excluding Plans Information) ("SilverStone Group's Work") will belong exclusively to SilverStone Group. If personnel of SilverStone Group incorporate into SilverStone Group's Work any information relating to the plans to which SilverStone Group's confidentiality obligations under this Agreement apply, the information so incorporated into SilverStone Group's work will be and remain subject

to such confidentiality obligations. SilverStone Group hereby grants to the Client the perpetual and unrestricted right to use, reproduce and incorporate into other work all SilverStone Group's work delivered to the Client under this Agreement for any internal business purpose of the Client.

11. **Confidential Treatment of Plan Files and Information.** SilverStone Group acknowledges and agrees that, in the course of rendering their actuarial services and otherwise performing their duties and obligations hereunder, they shall be provided and entrusted with the safekeeping of certain documents and information relating to the Client and its property and accounts (hereafter referred to as "Plans Files"). All such Plans Files shall at all times during the term of this Agreement and for a period of five (5) years thereafter, be treated by SilverStone Group as strictly confidential and sensitive proprietary business information. SilverStone Group shall maintain commercially reasonable policies and procedures to ensure the confidentiality and safekeeping of such Plans Files and shall not, except in accordance with the express terms of this Agreement or with the prior written consent of the Client, disclose or permit the disclosure of any Plans Files to any person or entity whatsoever other than SilverStone Group's employees, officers and agents directly assigned to provide actuarial services to the plans hereunder, each of which shall be provided with such Plans Files solely on a "need-to know" basis and shall be bound by the confidentiality provisions of this Paragraph 11. The parties hereto acknowledge and agree that the confidentiality provisions set forth in this Paragraph 11 shall not apply to: (i) information which is already known to SilverStone Group prior to disclosure by the Client; (ii) information which is in the public domain or is otherwise generally available to the public; (iii) information which is available to SilverStone Group from third parties, which third parties and information are not subject to non-disclosure obligations to the Client; or (iv) information which is independently developed by SilverStone Group. Furthermore, in the event any court or regulatory order or other service of legal process requires SilverStone Group to disclose information subject to the confidentiality provisions of this Paragraph 11, SilverStone Group, after providing written notice to the Client as soon as reasonably possible after receipt of any such order or service of process, shall be permitted to make any disclosure required by law. SilverStone Group further agrees to cooperate with the Client in responding to any such orders. SilverStone Group acknowledges and agrees that any breach, attempted breach or repudiation of the confidentiality requirements set forth in this Paragraph 11 would produce irreparable harm and injury to the Client and therefore agree that specific performance and/or injunctive relief, in addition to any other remedies available to the Client at law or in equity, shall be remedies available to prevent the breach, attempted breach or repudiation of this Paragraph 11.
12. **Integrated Agreement; Severability.** This Agreement constitutes the entire understanding between the parties concerning the subject matter hereof. No other prior or contemporaneous representations, inducements, promises, or agreements, oral or otherwise, between the parties relating to the subject matter hereof and not embodied in this Agreement, shall be of any force or effect. This Agreement shall not be modified except in a writing signed by all parties hereto. If any provision of this Agreement shall for any reason be held to be invalid, unenforceable, or contrary to public policy,

Item G.2.c.

whether in whole or in part, the remaining provisions shall not be affected by such holding.

13. **Governing Law.** The statutes, regulations, and judicial interpretations of the laws of the State of Iowa shall determine all questions arising with respect to the provisions of this Agreement, except to the extent federal statutes supercede the laws of the State of Iowa. Venue for any disputes is agreed to be in the Iowa District Court for Black Hawk County.
14. **Actuarial Personnel.** SilverStone Group shall at all times throughout the term of this Agreement maintain a team of qualified professionals comprised of designated full-time employees/ principals of SilverStone Group who are permanently assigned to monitor, oversee and provide on a daily basis all of the actuarial services to be provided to the plans hereunder, and to receive and address all concerns communicated by the Client. The Client, in its sole discretion, shall have the right to demand the replacement of any individuals assigned to provide actuarial services to the Client hereunder, in which case SilverStone Group shall immediately replace such person(s) with qualified replacements acceptable to the Client in its sole discretion. SilverStone Group shall provide the Client with not less than thirty (30) days advance written notice of any personnel changes or changes in SilverStone Group's management or organizational structure which may have an impact on SilverStone Group's performance hereunder. SilverStone Group shall use its good faith best efforts to minimize any disruption or interference with the actuarial services provided to the Client as a result of any such management, organizational or personnel changes.
15. **Limitation of Liability.** Except for fraud, gross misconduct or willful misconduct by SilverStone Group, its affiliated companies, shareholders, associates or Board members, neither party will be liable to the other party for any indirect, consequential, incidental, special or punitive damages, including but not limited to loss of profit, income or savings, even if advised of such possibility, and neither party's total liability arising out of or related to this proposal for services under any theory of law will exceed the total remuneration payable by the Client, to SilverStone Group in the 60 months before the accrual of the cause of action giving rise to liability.
16. **Dispute Resolution.** Any controversy, dispute or questions arising out of, in connection with or in relation to this agreement, between the Client and SilverStone Group, its affiliated companies, shareholders, associates, or Board members or its interpretation, performance or nonperformance or any breach thereof shall be resolved through mediation before a mediator mutually agreed upon by the parties.

IN WITNESS WHEREOF, the Client and SilverStone Group have duly executed this **ACTUARIAL SERVICES AGREEMENT** effective as of the day and year first above written.

CLIENT:

CONSULTANT:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Addresses

City of Cedar Falls
220 Clay Street
Cedar Falls, IA 50613-2783

SilverStone Group, Incorporated
11516 Miracle Hills Drive, Suite 100
Omaha, NE 68154



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: June 1, 2018
SUBJECT: Job Classification Review – Consultant Agreement

Please find attached a professional services agreement with Carlson Dettmann Consulting, LLC. As you know, the City recently completed a pay plan study with Carlson Dettmann. As part of that study we knew one of the next steps was going to be to review our job classifications to ensure that the classifications agree to the results of the pay plan study. During that process, it will also give the City the opportunity to update any other necessary changes to the job classifications.

Originally the City budgeted \$125,000 for the total pay plan study project. Currently we have spent \$37,357. This includes the base study, the benefit analysis, appeals reviewed, and out-of-pocket expenses (travel, mileage, etc). This agreement for the job classification review is \$10,000 and therefore the total cost of this project is still well under the amount originally budgeted.

The pay plan project is in accordance with Council Organizational Goal #7, *Select, train, motivate, and retain highly qualified employees who represent the City in a professional manner*. Completing a comprehensive pay plan study was listed as a detailed objective under this goal. This job classification study continues to incorporate this goal.

If you have any questions regarding the agreement or the pay plan study in general, please feel free to contact me.

**PROFESSIONAL SERVICE AGREEMENT BETWEEN
CITY OF CEDAR FALLS
AND
CARLSON DETTMANN CONSULTING, LLC**

This professional service agreement (hereinafter the "Agreement") is made and entered into by and between the City of Cedar Falls (hereinafter "the Client") and Carlson Dettmann Consulting, LLC, a Wisconsin limited-liability company (hereinafter "Consultant").

WHEREAS, The Client wishes to enter into an agreement with Consultant to provide professional consulting services for an assessment and update of current job classifications based on the results of the 2017-2018 non-represented compensation study; and

WHEREAS, Consultant has an established history of providing similar services to similar public and private sector employers, and is willing to provide the above-referenced professional consulting services to the Client.

THEREFORE, the Client and Consultant agree to the following:

1. Term. The term of this Agreement shall be from the date of the last signature of this Agreement until all services are completed.
2. Scope of Services. The Consultant shall provide to the Client consulting services as follows:
 - a) Review and assess up to 72 job classifications for clarity, accuracy and legal compliance.
 - b) Update job classification content, where appropriate, using current documentation and the Job Description Questionnaire that was completed in the compensation study.
3. Job Documentation. The Client shall provide Consultant with completed JDQ's, and Consultant will use this information for job evaluation.
4. Base Project Fee.
 - a) Schedule. Client shall pay the Consultant a professional fee not to exceed \$10,000 for performance of the services identified in item 2) above. Client shall pay Consultant in the following installments: \$5,000 due at contract signing, and the remaining balance upon submission of updated classifications. The final amount will be determined by total time required and variables that will not be known until the project is launched.
 - b) Rate. Services agreed upon beyond the scope of this agreement shall be at the following rates: Charles Carlson (Project Director) at \$250/hour, Jennifer Hassrick at \$175/hour, and Fallon Oldenburg at \$75/hour.
 - c) Expenses. The Client shall reimburse the Consultant for reasonable out-of-pocket expenses related to travel related to this project, including mileage at the appropriate IRS rate, meals, and lodging.
 - d) Work Beyond the Scope of Services. Consultant services agreed upon that are beyond the Scope of Services identified above (e.g. consulting organizational management matters; onsite meetings in excess of those defined above; locating records or otherwise responding to public records requests made to the Client relating to the project; etc.), shall be at Consultant's normal hourly rates, unless agreed upon otherwise by the Client and Consultant.
5. Payment. Consultant shall submit invoices in two (2) installments as the project progresses. The first installment of \$5,000 shall be due upon contract signing and the final installment shall be due upon completion of the project. If necessary, travel expenses shall be invoiced with fee installments.
6. Performance Requirements of Consultant. The Consultant shall complete the services as stated above. The Consultant shall furnish all labor, materials, administration, services, supplies, equipment, transportation, and quality control necessary to provide professional consulting services. Consultant shall provide progress reports upon request by the Client.
7. Performance Requirements of Client. The Client shall provide and make available to the Consultant access to its human resources and related systems of record as necessary to fulfill said services.
8. Independent Contractor. It is mutually understood and agreed, and it is the intent of the parties hereto, that an independent contractor relationship be and is hereby established under the terms and conditions of this

Item G.2.d.

Agreement. The Consultant shall remain an independent contractor under this Agreement. All employees of Consultant or subcontractors shall remain the responsibility of the Consultant and shall not become employees of the Client under this Agreement. No tenure or any rights or benefits, including worker's compensation, unemployment insurance, medical care, sick leave, vacation leave, severance pay, withholding taxes or other benefits available to Client employees shall accrue to the Consultant or its employees performing services under this Agreement.

9. Indemnification. The Consultant agrees it shall defend, indemnify, and hold harmless the Client, its officers, and its employees against any and all liability, losses, costs, damages, and expenses, including attorney fees that the Client, its officers or its employees, may hereafter sustain, incur or be required to pay arising out of the negligent or intentional acts or omissions of the Consultant, its officers or employees. The Client agrees it shall defend, indemnify, and hold harmless the Consultant, its officers, and its employees against any and all liability, losses, costs, damages, and expenses, including attorney fees that the Consultant, its officers or its employees, may hereafter sustain, incur or be required to pay arising out of the negligent or intentional acts or omissions of the Client, its officers or employees.
10. Trade Secrets. The Carlson Dettmann Point Factor Job Evaluation System and methodology, marketplace surveys performed, Total Rewards Method, and job point evaluation data collected and analyzed to perform the Scope of Services is owned by Consultant, is confidential and proprietary, and is a trade secret pursuant to Wis. Stats. s. 134.90. The Client (including its officers, employees, agents and representatives) shall not disclose, disseminate, or otherwise misappropriate these trade secrets without the express consent of Consultant.
11. Confidential Client Information. Consultant agrees to keep confidential information and data provided by Client to Consultant for the purpose of enabling Consultant to complete the Scope of Work detailed above.
12. Assignment. Neither party to this Agreement may assign or transfer this Agreement, or any part thereof, without the written consent of the other party.
13. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of the Agreement. The remaining provisions shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance.
14. Binding Effect. This Agreement shall extend to and be binding upon and inure to the benefit of the parties.
15. Entire Agreement. This Agreement sets forth the entire understanding of the parties and supersedes all prior arrangements and/or understandings, whether written or oral, with respect to the subject matter contained in this Agreement.

CITY OF CEDAR FALLS

By:

Date:

CARLSON DETTMANN CONSULTING, LLC

By:

Charles E. Carlson, Partner

Date:



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: June 1, 2018
SUBJECT: Performance Development Program – Consultant Agreement

Please find attached a professional services agreement with Carlson Dettmann Consulting, LLC. As you know, the City recently completed a pay plan study with Carlson Dettmann. As part of that study it seemed reasonable to also review our current performance evaluation tool and the merit pay system. Therefore, we asked the consultant to give us a proposal to perform these services.

Originally the City budgeted \$125,000 for the total pay plan study project. Currently we have spent \$37,357. This includes the base study, the benefit analysis, appeals reviewed, and out-of-pocket expenses (travel, mileage, etc). This agreement is for \$9,000 and therefore the total cost of this project is still well under the amount originally budgeted.

The pay plan project is in accordance with Council Organizational Goal #7, *Select, train, motivate, and retain highly qualified employees who represent the City in a professional manner.* Completing a comprehensive pay plan study was listed as a detailed objective under this goal. This review of current evaluation system continues to incorporate this goal.

If you have any questions regarding the agreement or the pay plan study in general, please feel free to contact me.

**PROFESSIONAL SERVICE AGREEMENT BETWEEN
CITY OF CEDAR FALLS
AND
CARLSON DETTMANN CONSULTING, LLC**

This professional service agreement (hereinafter the “Agreement”) is made and entered into by and between City of Cedar Falls (hereinafter “the Client”) and Carlson Dettmann Consulting, LLC, a Wisconsin limited-liability company (hereinafter “Consultant”).

WHEREAS, The Client wishes to enter into an agreement with Consultant to provide professional consulting services development of a new performance and employee development program; and

WHEREAS, Consultant has an established history of providing similar services to similar public and private sector employers, and is willing to provide the above-referenced professional consulting services to the Client.

THEREFORE, the Client and Consultant agree to the following:

1. Term. The term of this Agreement shall be from the date of the last signature of this Agreement until all services are completed.
2. Scope of Services. The Consultant shall provide to the Client consulting services as follows:
 - a) Assess current performance review instruments and process.
 - b) Facilitate management discussion to determine performance standards.
 - c) Develop new evaluation instrument(s).
 - d) Conduct a training session for performance evaluators in proper methods of evaluation using the new instrument(s) and management process.
 - e) Conduct a training session for Client employees on the new instrument and the process.
3. Fee. Client shall pay the Consultant a professional fee of \$9,000 for work performed according to the Scope set forth above. Client shall pay 50% of the fee upon execution of this Agreement and the balance upon completion of the project. Client also shall reimburse consultant for reasonable expenses required for travel related to this project.
4. Performance Requirements of Consultant. The Consultant shall complete the services as stated above. The Consultant shall furnish all labor, materials, administration, services, supplies, equipment, transportation, and quality control necessary to provide professional consulting services. Consultant shall provide progress reports upon request by the Client.
5. Performance Requirements of Client. The Client shall provide and make available to the Consultant access to its human resources and related systems of record as necessary to fulfill said services.
6. Independent Contractor. It is mutually understood and agreed, and it is the intent of the parties hereto, that an independent contractor relationship be and is hereby established under the terms and conditions of this Agreement. The Consultant shall remain an independent contractor under this Agreement. All employees of Consultant or subcontractors shall remain the responsibility of the Consultant and shall not become employees of the Client under this Agreement. No tenure or any rights or benefits, including worker’s compensation, unemployment insurance, medical care, sick leave, vacation leave, severance pay, withholding taxes or other benefits available to Client employees shall accrue to the Consultant or its employees performing services under this Agreement.

Item G.2.e.

7. Indemnification. The Consultant agrees it shall defend, indemnify, and hold harmless the Client, its officers, and its employees against any and all liability, losses, costs, damages, and expenses, including attorney fees that the Client, its officers or its employees, may hereafter sustain, incur or be required to pay arising out of the negligent or intentional acts or omissions of the Consultant, its officers or employees. The Client agrees it shall defend, indemnify, and hold harmless the Consultant, its officers, and its employees against any and all liability, losses, costs, damages, and expenses, including attorney fees that the Consultant, its officers or its employees, may hereafter sustain, incur or be required to pay arising out of the negligent or intentional acts or omissions of the Client, its officers or employees.
8. Confidential Client Information. Consultant agrees to keep confidential information and data provided by Client to Consultant for the purpose of enabling Consultant to complete the Scope of Work detailed above.
9. Assignment. Neither party to this Agreement may assign or transfer this Agreement, or any part thereof, without the written consent of the other party.
10. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of the Agreement. The remaining provisions shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance.
11. Binding Effect. This Agreement shall extend to and be binding upon and inure to the benefit of the parties.
12. Entire Agreement. This Agreement sets forth the entire understanding of the parties and supersedes all prior arrangements and/or understandings, whether written or oral, with respect to the subject matter contained in this Agreement.

CITY OF CEDAR FALLS

By:

Date:

CARLSON DETTMANN CONSULTING, LLC

By:

Charles E. Carlson, Partner

Date:



DEPARTMENT OF PUBLIC SAFETY SERVICES

CITY OF CEDAR FALLS, IOWA
220 CLAY STREET
CEDAR FALLS, IOWA 50613
PHONE 319-273-8600
319-273-8612 (Police 24 Hr.)
319-273-8622 (Fire)
FAX 319-268-5126
www.cedarfalls.com

APPROVED
[Signature]

May 29, 2018

Director Olson and City Council,

In reference to the Cedar Falls Animal Control Ordinance, Section 6-68, Animals Prohibited: Sturgis Falls Celebration and Cedar Basin Jazz Festival Inc, the events for 2018 will be held Wednesday, June 20th at 5:00 p.m. through Sunday, June 24th at midnight.

Per the ordinance, animals should not be permitted in the following locations, on the dates and times listed above. These locations would include parks, streets, sidewalks and parking lots.

- Gateway Park and Meirriam's Midway
- Overman Park
- Sturgis Park
- Policeman's Park
- Franklin and Clay Streets from 1st to Fourth Streets
- 2nd and 3rd Streets from Washington to Franklin Streets
- Lincoln Street from 1st to McKinley Streets
- Greeley, A, B, North/South Logan and Horty Streets
- Grant Street from Greeley to McKinley Streets
- 1st Street from Main to the east side of the Main Street bridge
- Public Parking area from Fuzzy's Auto to Policeman's Park., and from Lincoln to the Railroad Tracks

Animals should not be permitted on the streets/sidewalks or in the area of the parade/parade route on Saturday, June 23rd, between the hours of 6:00 a.m. and Noon.

Streets impacted by this include:

- Clay Street from 8th to 11th Streets
- 11th Street from Clay to Main Streets
- Main Street from 11th to 3rd Streets
- 3rd Street from Main to Franklin Streets
- Franklin Street from 3rd to 5th Streets

In addition, animals should not be permitted on the streets or in the area of the Arts 'n Crafts fair from 6:00 a.m. through 6:00 p.m. on Sunday, June 24th. Streets impacted by the Arts 'n Crafts fair are as follows:

- 3rd Street from Washington to Franklin
- Franklin and Clay Streets from 1st to 4th Streets

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This request includes parks, streets and other areas that are currently planned to be used for the events. There is always the chance of unexpected changes, due to bad weather or other unforeseen circumstances. For this reason I would recommend we be flexible and we allow other parks and streets that may be affected at the last minute. These changes or additions to the Sturgis Falls or Cedar Basin Jazz Festivals would be approved without further notice to the council. The Sturgis Falls committee intends to post notices at many park entrances notifying patrons of the ordinance.

Thank you,

A handwritten signature in cursive script, appearing to read "Stephanie Moore".

Officer Stephanie Moore



DEPARTMENT OF MUNICIPAL OPERATIONS & PROGRAMS

MEMORANDUM

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

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

TO: Honorable Mayor James P. Brown and City Council
FROM: Brian Heath, Public Works/Parks Division Manager
DATE: May 31, 2018
SUBJECT: Equipment Purchase

The Public Works and Parks Division has two dump trucks budgeted for purchase in FY19 utilizing street construction funds. Dump trucks are used for snow and ice control as well as all other aspects of street and park construction/maintenance activities

Due to a nationwide shortage of truck chassis from one manufacturer who indicated trucks will not be available until March of 2019, it was suggested to "piggyback" off the truck bid from last year in an effort to receive the new units before winter plowing operations. This alternative availability is made possible by various body builders returning chassis orders that were not filled.

Contact was made with all bidders from last year to check availability and to determine if the 2017 bid price submitted by Harrison Truck Sales could be matched. One truck dealer was able to honor the low bid from last year with an estimated delivery date of September 2018.

The following is a summation of the bids that were received in 2017:

Chassis

Harrison Truck Sales	\$73,699.00
Thompson Truck & Trailer Sales	\$74,400.00
Don's Truck Sales	\$75,362.00
Truck Country of Cedar Rapids	\$76,335.00

Of the four bidders from last year, Thompson Truck and Trailer (International dealer) was able to honor the original low bid of \$73,699.00 submitted in 2017 by Harrison Truck Sales. As mentioned above, these two units are fully funded for FY19 and will be paid from Street Construction Funds at a total cost of \$147,338.00

It is the recommendation of Municipal Operations and Programs Department to pass a resolution authorizing the expenditure of funds in accordance with the Accounting Policies and Procedures and Purchasing Manual for the purchase of said equipment for a total delivered cost of \$147,338.00 for the two units.

Please feel free to contact me if you have questions.

CC: Mark Ripplinger, Director



DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls
501 E. 4th Street
Cedar Falls, Iowa 50613
Phone: 319-273-8633
Fax: 319-273-8610
www.cedarfalls.com

MEMORANDUM

Water Reclamation Division

TO: Honorable Mayor James P. Brown and City Council Members
FROM: Mike Nyman, Manager, Water Reclamation Division
DATE: May 30, 2018
SUBJECT: FY17 Sanitary Sewer Rehabilitation Project
City Project #WR-000-3131

The last of the lining work for this project was completed in late 2017. There were some delays due to contractor scheduling and availability. All reports have been received and reviewed by staff. The work was completed in compliance with the terms of the contract specifications.

The maintenance bond is being issued and will be kept on file and there are no outstanding lien waivers for this contract. The FY17 budget included \$250,000 for this capital improvement project and all work was completed under budget at a total cost of \$214,528.

It is my recommendation that this project be formally accepted.

If you have any questions about these items, let me know.



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: May 30, 2018

SUBJECT: Maintenance and Repair Agreement
Post-Construction Stormwater Management Plan
Gateway Business Park at Cedar Falls I
CF Gateway Park, Inc.

The Post-Construction Stormwater Control Ordinance requires a formal maintenance and repair agreement for the stormwater management plan. The Maintenance and Repair Agreement will require the benefited property to undergo, at a minimum, an annual inspection and to maintain records of installation, maintenance and repair activities of the stormwater control devices. The agreement will also create an easement for the City to inspect and repair the stormwater control devices if the property owners fail or refuse to meet the requirements of the Maintenance and Repair Agreement. The Maintenance and Repair Agreement is attached for your review.

The Engineering Division has reviewed the stormwater management plan and Maintenance and Repair Agreement with CF Gateway Park, Inc. for Gateway Business Park at Cedar Falls I, located at the northeast corner of Hudson Road and West Ridgeway Avenue, and finds it in accordance with City Code. The Engineering Division recommends the agreement be approved by the City Council and recorded at the Black Hawk County Recorder's Office.

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

MAINTENANCE AND REPAIR AGREEMENT

This Agreement is made and entered into by and between CF Gateway Park, Inc., (hereinafter "Owner") and the City of Cedar Falls, Iowa (hereinafter "City"):

WHEREAS, Owner desires to construct a storm water management facility on a portion of Lots 1 and 2, Gateway Business Park at Cedar Falls I, Cedar Falls, Black Hawk County, Iowa, which will require approval of the City, and

WHEREAS, a Maintenance and Repair Agreement is required pursuant to Section 27.408 of the City's Code of Ordinances, and

WHEREAS, the parties desire to set forth the terms and provisions of said Agreement as required by said Ordinance.

NOW, THEREFORE, IT IS AGREED by and between the parties as follows:

1. Owner will construct a storm water management facility on its property, which facility is legally described as follows:

That part of the Southeast Quarter of Section No. 35, Township No. 89 North, Range No. 14 West of the Fifth Principal Meridian in the City of Cedar Falls, Black Hawk County, Iowa, lying Southerly of Cedar Falls Technology Park Phase II, City of Cedar Falls, Iowa, except those parcels deeded for road purposes in 112 LD 487, 539 LD 335, 539 LD 338 and 552 LD 935.

AND

Lot 23 in Cedar Falls Technology Park Phase II, City of Cedar Falls, Iowa, except that part of Lot 23, Cedar Falls Technology Park Phase II described as follows:

Commencing at the Southwest corner of said Lot 23; Thence N 04°09'06" E 62.91 feet along the West line of said Lot 23 to the point of beginning; Thence N

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85°40'03" E 374.63 feet; Thence S 75°44'42" E 57.22 feet to the East line of said Lot 23; Thence Northerly 42.91 feet along a 433.00 foot radius curve, concave Easterly (said curve having a long chord of 42.90 feet and bearing N 11°24'00" E); Thence N 14°14'21" E 81.41 feet along the East line of Lot 23; Thence Northwesterly 100.58 feet along a 55.00 foot radius curve, concave Southwesterly (said curve having a long chord of 87.14 feet and bearing N 38°09'02" W); Thence S 89°27'35" W 196.82 feet along the North line of said Lot 23; Thence S 83°44'57" W 182.43 feet along the North line of said Lot 23; Thence Southwesterly 20.84 feet along a 15 foot radius curve, concave Southeasterly (said curve having a long chord of 19.20 feet and bearing S 43°57'02" W); Thence S 04°09'06" W 168.60 feet along the West line of said Lot 23 to the point of beginning more particularly described as follows:

Beginning at the Southwest Comer of Lot 23, Cedar Falls Technology Park Phase II, City of Cedar Falls, Iowa; Thence N 05°02'35" E along the West line of said Lot 23 also being the East Right of Way of Hudson Road a distance of 62.91 feet; Thence N 86°31'44" E a distance of 374.63 feet; Thence S 74°52'50" E to a point on the West Right of Way of Cyber Lane a distance of 57.24 feet; Thence Southwesterly to the Southwest comer of said Lot 23 a distance of 70.98 feet along the arc of a 433.00 foot radius curve concaved easterly (Chord bears S 04°43'27" W a distance of 70.90 feet); Thence S 89°58'04" E a distance of 66.00 feet; Thence S 00°01'39" W a distance of 544.73 feet; Thence Southeasterly a distance of 498.10 feet along the arc of a 317.00 foot radius curve concaved Northeasterly (Chord bears S 44°59'10" E a distance of 448.42 feet); Thence S 00°00'00" E a distance of 66.00 feet; Thence S 90°00'00" W a distance of 5.99 feet; Thence Southwesterly a distance of 23.43 feet along the arc of a 15.00 foot radius curve concaved Southeasterly (Chord bears S 45°15'03" W a distance of 21.12 feet); Thence S 00°30'06" W a distance of 123.23 feet; Thence Southeasterly a distance of 188.27 feet along the arc of a 120.00 foot radius curve concaved Northeasterly to a point on the North Right of Way of West Ridgeway Avenue (Chord bears S 44°26'43" E a distance of 169.55 feet); Thence N 89°23'32" W along said North Right of Way to a point also being said East Right of Way a distance of 891.50 feet; Thence N 04°42'02" W along said East Right of Way a distance of 215.26 feet; Thence N 00°02'12" E along said East Right of Way a distance of 961.28 feet; Thence N 05°02'35" E along said East Right of Way to the Point of Beginning a distance of 2.04 feet. Said parcel contains 16.89 acres, subject to easements and restrictions of record.

Said GATEWAY BUSINESS PARK AT CEDAR FALLS I is divided into Two (2) numbered lots, all-inclusive and Three (3) lettered tracts. The number or letter of each Lot is designated on the Final Plat by figures near the center of each Lot.

All lands within the plat that are designated for streets, more specifically Tract 'A' (Cyber Lane) are now being dedicated to the Public for street Right of Way by the owner.

AND

Tract B: Beginning at the Southwest Corner of Lot 23, Cedar Falls Technology Park Phase II, City of Cedar Falls, Iowa; Thence N 05°02'35" E along the West line of said Lot 23 also being the East Right of Way of Hudson Road a distance of 62.91 feet; Thence N 86°31'44" E a distance of 374.63 feet; Thence S 74°52'50" E to a point on the West Right of Way of Cyber Lane a distance of 57.24 feet; Thence Southwesterly to the Southwest corner of said Lot 23 a distance of 70.98 feet along the arc of a 433.00 foot radius curve concaved easterly (Chord bears S 04°43'27" W a distance of 70.90 feet); Thence S 00°01'39" W a distance of 24.63; Thence S 89°59'50" W to said East Right of Way a distance of 429.08 feet; Thence N 00°02'12" E along said East Right of Way a distance of 22.86 feet; Thence N 05°02'35" E along said East Right of Way to the Point of Beginning a distance of 2.04 feet.

Said tract contains 0.98 acres, subject to easements and restrictions of record.

AND

Tract C: Beginning at the Southwest Corner of Lot 23, Cedar Falls Technology Park Phase II, City of Cedar Falls, Iowa; Thence S 05°02'35" W along the East Right of Way of Hudson Road a distance of 2.04 feet; Thence S 00°02'12" W along said East Right of Way to the Point of Beginning a distance of 800.92 feet; Thence S 90°00'00" E a distance of 386.39 feet; Thence N 54°53'52" E a distance of 115.22 feet; Thence Southeasterly a distance of 157.15 feet along the arc of a 383.00 foot radius curve concaved Northeasterly (Chord bears S 41°45'28" E a distance of 156.05 feet); Thence S 54°53'52" W a distance of 121.46 feet; Thence N 90°00'00" W to said East Right of Way a distance of 485.28 feet; Thence N 00°02'12 E along said East Right of Way to the Point of Beginning a distance of 120.00 feet.

Said tract contains 1.60 acres, subject to easements and restrictions of record.

2. Attached hereto as Exhibit A is the Detention Basin Operation and Maintenance Plan for this project.
3. Attached hereto as Exhibit B is the Maintenance Schedule for the facility.
4. The land which is benefited by this agreement is entirely titled in Owner. This is a permanent agreement and a covenant running with the land and shall be binding upon the Owner, its grantees, transferees, successors and assigns.
5. The City shall have a permanent access easement for purposes of inspection of the facility as designated in the legal description set forth above.
6. The Owner shall be responsible for the operation and maintenance of the facility, and shall make records of the installation, maintenance and repairs, and shall retain

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said records for at least twenty-five years or until the facility has been reconstructed. These records shall be made available to the City during any City inspection, and shall be submitted to the City at other reasonable times upon request.

7. If the Owner or any other responsible party fails or refuses to meet maintenance or repair requirements, and if the facility is not a danger to public safety or public health, the City shall provide the Owner or responsible party with reasonable notice to correct the violation in a timely manner. In the event that the facility becomes a danger to public safety or public health, the City shall notify the Owner or responsible party in writing that upon receipt of the notice, the responsible party shall have two days or such additional time as circumstances may require to maintain and/or repair the facility. If the violations or non-compliance have not been corrected by the Owner or responsible party in a timely manner, the City may assess, jointly and severally, the cost of the work shall be a lien on the facility, or shall be assessed to the benefited property as a lien to be collected in the same manner as property taxes.

8. Attached hereto as Exhibit C are forms to be utilized with regard to inspection/maintenance of the facility.

9. Attached hereto as Exhibit D is the Site Plan indicating locations of the two basins.

10. In consideration of approval by the City of the foregoing agreement and attached Exhibits, Owner accepts the responsibilities set forth herein and agrees that the same shall be binding upon its grantees, transferees, successors and assigns.

IN WITNESS WHEREOF, the parties have hereinto subscribed their names to this agreement.

CF Gateway Park, Inc.

By: [Signature]
Printed Name & Title: ATUL PATEL (OFFICER)

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

This instrument was acknowledged before me on the 28 day of MARCH, 2018 by _____ as _____ of CF Gateway Park, Inc.



Hailey Franke
Notary Public in and for the State of IOWA

City of Cedar Falls, Iowa

By: _____

Printed: _____

STATE OF _____)
) SS
COUNTY OF _____)

This instrument was acknowledged before me on the _____ day of _____, 2018 by James P. Brown, Mayor of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

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Exhibit A

Detention Basin Operation and Maintenance Plan

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

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

Exhibit B

MAINTENANCE SCHEDULE STORMDETENTION SYSTEM

DESCRIPTION:

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

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Exhibit C

Stormwater Management Inspection/Maintenance Form

To be kept on site

PROJECT NAME: _____

PROJECT LOCATION: _____

OWNER/LEGAL ENTITY: _____

TELEPHONE: _____

E-MAIL: _____

INITIAL DATE OF OPERATION: _____

DATE	ITEM INSPECTED	INSPECTOR (Please Print)	OBSERVATION & REMARKS



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: June 1, 2018

SUBJECT: Professional Services Agreement, AECOM Technical Services, Inc.
Downtown Levee Improvements Project
Supplemental Agreement No. 7
City Project No. FL-000-1975

Please find attached Supplemental Agreement No. 7 to the Professional Services Agreement between the City of Cedar Falls and AECOM Technical Services, Inc. for the Downtown Levee Improvements Project. This supplemental agreement continues with additional engineering services for redesigning the segment 3 wall to include additional lighting west of the Main Street Bridge.

The City of Cedar Falls entered into a Professional Services Agreement with AECOM Technical Services Inc. for design related services for the Downtown Levee Improvement Project on October 24, 2011. Funding for the proposed design work will be provided by the Levee Grant in the amount of \$3,200.00.

The Department of Community Development requests your consideration and approval of this Supplemental Agreement No. 6 with AECOM Technical Services, Inc. for the Downtown Levee Improvements Project.

If you have any questions or comments feel free to contact myself or Jon Resler.

xc: Stephanie Houk Sheetz, Director of Community Development
Jon Resler, PE, City Engineer
Mark Ripplinger, Director of Municipal Operations



**DOWNTOWN CEDAR FALLS LEVEE/FLOODWALL SYSTEM IMPROVEMENT PROJECT
CEDAR FALLS PROJECT NO. FL-000-1975
CITY OF CEDAR FALLS, IOWA**

SUPPLEMENTAL AGREEMENT NO. 7

WHEREAS, a Professional Services Agreement was entered into between City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa, (Client) and AECOM Technical Services, Inc., 501 Sycamore Street, Suite 222, Waterloo, Iowa, (ATS) dated October 24, 2011, for the Preliminary Design Phase Services (Phase I), Final Design and Preparation of Construction Plans and Specifications (Phase II) and Construction-Related Services (Phase III) for increasing the protection level of the Downtown Cedar Falls Flood Levee/Floodwall System Improvement Project; and

WHEREAS, the Client and ATS entered into Supplemental Agreement No. 1 on April 28, 2014, for final design and preparation of final plans and specifications (Phase II); and

WHEREAS, the Client and ATS entered into Supplemental Agreement No. 2 on June 2, 2015, for preliminary design of safety and recreational improvements along the Cedar River from the low head dam to 1st Street; and

WHEREAS, the Client and ATS entered into Supplemental Agreement No. 3 on January 18, 2016, for conceptual design and preliminary plans for construction of recreational play areas in the Cedar River between the East Main Street Dam (Low Dam) and the Center Street Dam; and

WHEREAS, the Client and ATS entered into Supplemental Agreement No. 4 dated July 5, 2016, for collection of bathymetric data from Center Street to 100' downstream of the W. 1st Street Bridge in the Cedar River; and

WHEREAS, the Client and ATS entered into Supplemental Agreement No. 5 dated February 6, 2017, for completion of Section 408 submittal and final plans; and

WHEREAS, the Client and ATS entered into Supplemental Agreement No. 6 dated May 7, 2018, for additional design services; and

WHEREAS, the Client and ATS now desire to enter into Supplemental Agreement No. 7 for additional design services to add aesthetic elements to Segment 3 wall.

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

I. Project Description

This project includes providing additional design for the Segment 3 wall being constructed as part of the downtown Cedar Falls Levee/Floodwall Improvement Project currently under construction.

II. Scope of Services

The Scope of Services will encompass and include services, materials, equipment, personnel and supplies necessary to provide design sheets for proposed wall modifications, but will not include bidding documents as a stand-alone project. The Scope of Services is further defined as follows:

Task 1. Structural review and design to add aesthetic elements and lighting to Segment 3 wall between recreational trail opening and Main Street bridge.

Exclusions

The following tasks are not included in this agreement, but may be added by supplemental agreement.

- Construction Staking/Survey
- Additional Soils Borings

III. Compensation

Compensation for the above services will be on an hourly basis in accordance with Part V of the original agreement and integrated with the fees in Supplemental Agreement No. 6. The estimated fee for these services is Three Thousand Two Hundred Dollars (\$3,200.00).

IV. In all other respects, the obligations of the Client and ATS shall remain as specified in the Professional Services Agreement dated October 24, 2011.

IN WITNESS WHEREOF, the parties hereto have executed this Supplemental Agreement No. 7 as of the dates shown below:

CITY OF CEDAR FALLS

By _____ Date _____
 Jim Brown
 Mayor

ATTEST:

By _____

AECOM TECHNICAL SERVICES, INC.

By  _____ Date June 1, 2018
 Douglas W. Schindel, P.E.
 Associate Vice President

O:\Administration\AGREE\SUPPLE\SA7 CF Levee Floodwall System Impr.docx



DEPARTMENT OF COMMUNITY DEVELOPMENT

CITY OF CEDAR FALLS, IOWA
220 CLAY STREET
CEDAR FALLS, IOWA 50613
319-268-5161
FAX 319-268-5197

MEMORANDUM
Engineering Division

TO: Honorable Mayor James P. Brown and City Council

FROM: Chase Schrage, CIP Projects Supervisor

DATE: May 30, 2018

RE: Center Street Recreational Trail Project
Project No. RT – 000 – 3107
Iowa DOT Project No. TAP-U-1185(651)—8I-07
Contract Documents

Attached for your approval are the Contract, Bid Tab, Contractor's Bond, and Certificate of Liability Insurance from K. Cunningham Construction Company, Inc. for the construction of the Center Street Recreational Trail Project.

The Department of Community Development recommends approving and executing the contract with K. Cunningham Construction Company, Inc. for the construction of the Center Street Recreational Trail Project. The Center Street Recreational Trail Project will construct a recreation trail from Cottage Row Road to Lone Tree Road along the west side of Center Street. The low bid on this project was \$457,535.03 submitted by K. Cunningham Construction Company, Inc. of Cedar Falls, Iowa.

The Transportation Alternative Program, Surface Transportation Program, and the Transportation Improvements Program administered through the Iowa Department of Transportation will provide up to \$258,551.38. The remaining cost of the project will be funded by General Obligation Bonds.

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

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

CONTRACT

Letting Date: May 15, 2018 10:00 A.M.	Contract ID: 07-1185-651	Call Order No.: 102
County: BLACK HAWK	Project Engineer: CITY OF CEDAR FALLS, CITY ENGINEER	
Cost Center: 849300	Object Code: 890	DBE Commitment: \$9,102.75
Contract Work Type: PCC SIDEWALK/TRAIL		

This agreement made and entered by and between the Contracting Authority,
 CITY OF CEDAR FALLS
 and Contractor,
 CUNNINGHAM, K. CONSTRUCTION CO., INC.
 Vendor ID: CU100 City: CEDAR FALLS State: IA

It is agreed that the notice and instructions to bidders, the proposal filed by the Contractor, the specifications, the plan, if any, for project(s) listed herein, together with Contractor's performance bond, are made a part hereof and together with this instrument constitute the contract. This contract contains all of the terms and conditions agreed upon by the parties hereto.

Contractor, for and in considerations of \$ 457,535.03 payable as set forth in the specifications constituting a part of this contract, agrees to construct various items of work and/or provide various materials or supplies in accordance with the plans and specifications therefore, and in the locations designated in the Notice to Bidders.

Contractor certifies by signature on this contract, under pain of penalties for false certification, that the Contractor has complied with Iowa Code Section 452A.17(8) as amended, if applicable, and Iowa Code Section 91C.5 (Public Registration Number), if applicable.

In consideration of the foregoing, Contracting authority hereby agrees to pay the Contractor promptly and according to the requirements of the specifications the amounts set fourth, subject to the conditions as set forth in the specifications.

It is further understood and agreed that the above work shall also be commenced or completed in accordance with Page 1B of this Contract and assigned Proposal Notes.

To accomplish the purpose herein expressed, the Contracting authority and Contractor have signed this and one other identical instrument.

For Federal-Aid Contracts the Contractor certifies that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the contract.

By,  _____
 Contractor Contractor (if joint venture)

By, _____
 Contracting Authority Contract Award Date

Iowa DOT Concurrence _____
 For Local Agency Contracts Concurrence Date

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Contract Project(s)

Contract ID: 07-1185-651

Call Order No.: 102

Letting Date: May 15, 2018 10:00 A.M.

Project Number: TAP-U-1185(651)--81-07

County: BLACK HAWK

Project Work Type: PCC SIDEWALK/TRAIL

Accounting ID: 35249

Location: In the City of Cedar Falls Center St. Trail Improvements: From Cedar Valley Lakes Trail to Lone Tree Rd.

Route: N CENTER ST TRAIL

Federal Aid - Predetermined Wages are in Effect



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Contract Time

Contract ID: 07-1185-651

Call Order No.: 102

Letting Date: May 15, 2018 10:00 A.M.

Site ID	Site Details	Liquidated Damages
00	Late Start Date 08/06/2018 50 WORK DAYS	\$1,000.00

(*) - Indicates Cost Plus Time Site. See Schedule of Items for Cost Per Unit

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Notes

Contracts ID: 07-1185-651

Call Order No.: 102

Letting Date: May 15, 2018 10:00 A.M.

Notes :

There are no notes for this contract.



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Contract Addenda

Contract ID: 07-1185-651

Call Order No.: 102

Letting Date: May 15, 2018 10:00 A.M.

No Addenda for this Contract.

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AASHTOWare Project v3.01.164.01

Contract Specifications List

Page 1 of 2

Contract ID: 07-1185-651

Call Order No.: 102

Letting Date: May 15, 2018 10:00 A.M.

Note	Description
001.2015	<p>*** STANDARD SPECIFICATIONS -- SERIES 2015 *** The Iowa Department of Transportation STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION, SERIES 2015, plus applicable General Supplemental Specifications, Developmental Specifications, Supplemental Specifications AND Special Provisions shall apply to construction work on this contract.</p>
410.11	<p>*** STORM WATER POLLUTION PREVENTION PLAN *** A Storm Water Pollution Prevention Plan has been developed by the Contracting Authority for one or more projects on this contract. See the project plans (or other contract document) for specific Storm Water Pollution Prevention Plan details.</p>
500.01	<p>*** WINTER WORK *** The free time allowed between November 15 and April 1 will not be permitted on this project. The Contractor shall work during the winter on all working days as defined in Article 1101.03 'Working Day'.</p>
660.26	<p>*** SPECIALTY ITEM *** The item 'TRAFFIC SIGNALIZATION' and/or 'TRAFFIC SIGNAL INSTALLATION' is considered a specialty item for this project.</p> <p>When performed by subcontract, the cost of the specialty item/s so performed by subcontract may be deducted from the total cost before computing the amount of work required to be performed by the Prime Contractor with his/her own organization. Refer to Article 1108.01 of the Standard Specifications.</p>
FHWA-1273.05	<p>FHWA-1273: REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS</p>
GS-15006	<p>GENERAL SUPPLEMENTAL SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION</p>



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AASHTOWare Project v3.01.164.01

Contract Specifications List

Page 2 of 2

Contract ID: 07-1185-651

Call Order No.: 102

Letting Date: May 15, 2018 10:00 A.M.

IA18-1.0

PREDETERMINED WAGE RATE - GENERAL DECISION NUMBER IA180001 FOR HEAVY AND HIGHWAY CONSTRUCTION -- STATEWIDE (EXCEPT SCOTT COUNTY)

Note: The Contractor shall review the contract documents and is responsible for identifying which zone(s), as defined in the Predetermined Wage Rate specification, apply to the work on the contract.

*** Additional Requirement ***

The Prime Contractor shall submit certified payrolls for itself and each approved Subcontractor weekly to the Project Engineer. The Contractor may use the Iowa D.O.T. Certified Payroll form or other approved form. The Contractor shall list the craft for each employee covered by the Predetermined Wage Rates. The Prime Contractor shall sign each of the Subcontractor's payrolls to acknowledge the submittal of the Certified Payroll.

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AASHTOWare Project v3.01.164.01

Contract Schedule

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Contract ID: 07-1185-651

Awarded Vendor: CU100

CUNNINGHAM, K. CONSTRUCTION CO., INC.

SECTION 0001

Trail Items

\$457,535.03

Alt Set ID:

Alt Mbr ID:

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0010	2101-0850001 CLEARING AND GRUBBING	0.400 ACRE	10,000.00		4,000.00	
0020	2102-2710070 EXCAVATION, CLASS 10, ROADWAY AND BORROW	360.200 CY	15.00		5,403.00	
0030	2102-2710090 EXCAVATION, CLASS 10, WASTE	562.000 CY	15.00		8,430.00	
0040	2105-8425015 TOPSOIL, STRIP, SALVAGE AND SPREAD	803.000 CY	25.00		20,075.00	
0050	2109-9300100 CONSTRUCTION OF NATURAL SUBGRADE FOR PAVEMENT, BASE COURSE, PAVEMENT WIDENING, OR SUBBASE	0.700 MILE	10,000.00		7,000.00	
0060	2121-7425010 GRANULAR SHOULDERS, TYPE A	296.100 TON	22.00		6,514.20	
0070	2122-5500060 PAVED SHOULDER, HOT MIX ASPHALT MIXTURE, 6 IN.	173.100 SY	73.50		12,722.85	
0080	2123-7450020 SHOULDER FINISHING, EARTH	22.850 STA	225.00		5,141.25	
0090	2213-6745500 REMOVAL OF CURB	0.480 STA	500.00		240.00	
0100	2213-7100400 RELOCATION OF MAIL BOXES	14.000 EACH	165.00		2,310.00	
0110	2303-9093010 HOT MIX ASPHALT, DRIVEWAY	45.000 SY	73.50		3,307.50	
0120	2402-0425030 GRANULAR BACKFILL	319.300 CY	40.00		12,772.00	



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AASHTOWare Project v3.01.164.01

Contract Schedule

Page 2 of 4

Contract ID: 07-1185-651

Awarded Vendor: CU100

CUNNINGHAM, K. CONSTRUCTION CO., INC.

SECTION 0001

Trail Items

\$457,535.03

Alt Set ID:

Alt Mbr ID:

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0130	2417-0225024 APRONS, METAL, 24 IN. DIA.	1.000 EACH	500.00		500.00	
0140	2417-1060024 CULVERT, CORRUGATED METAL ROADWAY PIPE, 24 IN. DIA.	16.000 LF	60.00		960.00	
0150	2435-0600010 MANHOLE ADJUSTMENT, MINOR	5.000 EACH	550.00		2,750.00	
0160	2435-0600120 INTAKE ADJUSTMENT, MAJOR	9.000 EACH	1,600.00		14,400.00	
0170	2435-0700020 CONNECTION TO EXISTING INTAKE Intake Connection Pipe Connection and Collar	24.000 EACH	700.00		16,800.00	
0180	2502-8215808 SUBDRAIN, TILE, 8 IN. DIA.	2,100.000 LF	15.00		31,500.00	
0190	2502-8221008 SUBDRAIN RISER, 8 IN., AS PER PLAN	26.000 EACH	500.00		13,000.00	
0200	2502-8221303 SUBDRAIN OUTLET, DR-303 Modified to be Cleanout	48.000 EACH	550.00		26,400.00	
0210	2510-6745850 REMOVAL OF PAVEMENT	26.600 SY	8.00		212.80	
0220	2511-0300000 REMOVAL OF RECREATIONAL TRAIL	41.800 SY	8.00		334.40	
0230	2511-0302600 RECREATIONAL TRAIL, PORTLAND CEMENT CONCRETE, 6 IN.	4,352.500 SY	30.95		134,709.88	
0240	2511-6745900 REMOVAL OF SIDEWALK	1,266.500 SY	8.00		10,132.00	

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Contract Schedule

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Contract ID: 07-1185-651

Awarded Vendor: CU100

CUNNINGHAM, K. CONSTRUCTION CO., INC.

SECTION 0001

Trail Items

\$457,535.03

Alt Set ID:

Alt Mbr ID:

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0250	2511-7526004 SIDEWALK, P.C. CONCRETE, 4 IN.	21.700 SY	65.00		1,410.50	
0260	2511-7526006 SIDEWALK, P.C. CONCRETE, 6 IN.	6.700 SY	85.00		569.50	
0270	2511-7528101 DETECTABLE WARNINGS	464.000 SF	25.00		11,600.00	
0280	2515-2475006 DRIVEWAY, P.C. CONCRETE, 6 IN.	1,041.000 SY	39.00		40,599.00	
0290	2515-6745600 REMOVAL OF PAVED DRIVEWAY	522.000 SY	8.00		4,176.00	
0300	2519-4200090 REMOVAL AND REINSTALLATION OF FENCE, See D.1 - D.4 for removals. Cable fence on Cottage Row Road not to be reinstalled	271.000 LF	36.00		9,756.00	
0310	2524-6765010 REMOVE AND REINSTALL SIGN AS PER PLAN	9.000 EACH	90.00		810.00	
0320	2524-9276010 PERFORATED SQUARE STEEL TUBE POSTS	20.000 LF	9.00		180.00	
0330	2524-9276021 PERFORATED SQUARE STEEL TUBE POST ANCHOR, BREAK-AWAY SOIL INSTALLATION	2.000 EACH	35.00		70.00	
0340	2524-9325001 TYPE A SIGNS, SHEET ALUMINUM	28.000 SF	20.00		560.00	
0350	2525-0000100 TRAFFIC SIGNALIZATION	LUMP SUM			18,000.00	



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Contract Schedule

Contract ID: 07-1185-651

Awarded Vendor: CU100

CUNNINGHAM, K. CONSTRUCTION CO., INC.

SECTION 0001

Trail Items

\$457,535.03

Alt Set ID:

Alt Mbr ID:

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0360	2525-0000120 REMOVAL OF TRAFFIC SIGNALIZATION	LUMP SUM			2,600.00	
0370	2527-9263118 PAINTED PAVEMENT MARKINGS, Edge Line White Crosswalk Line White Yield Line White	26.000 STA	30.00		780.00	
0380	2527-9263180 PAVEMENT MARKINGS REMOVED	2.520 STA	70.00		176.40	
0390	2528-8445110 TRAFFIC CONTROL	LUMP SUM			2,500.00	
0400	2528-8445113 FLAGGERS	15.000 EACH	462.00		6,930.00	
0410	2533-4980005 MOBILIZATION	LUMP SUM			10,500.00	
0420	2601-2636044 SEEDING AND FERTILIZING (URBAN)	1.000 ACRE	5,500.00		5,500.00	
0430	2602-0000312 PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 12 IN. DIA. Straw Wattle	283.000 LF	4.25		1,202.75	
Total Bid:						\$457,535.03

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**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

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this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

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will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

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(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

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VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

Item G.2.k.



CONTRACTOR'S PERFORMANCE BOND

Bond Number: 54-221495

Contract I.D.: 07-1185-651

County: Black Hawk

KNOW ALL PERSONS BY THESE PRESENTS: That we,

K. Cunningham Construction Co., Inc.

of

1025 Center Street, Cedar Falls IA 50613

(hereinafter called the Principal) and

United Fire & Casualty Company

of

P O Box 73909, Cedar Rapids IA 52407

(hereinafter called the Surety) are held and firmly bound unto the

City of Cedar Falls

(Iowa DOT, County, or City name, etc.)

(hereinafter called the Contracting Authority) Iowa, in the sum of

Four Hundred Fifty-seven Thousand Five Hundred Thirty-five & 03/100ths----- dollars

(\$ 457,535.03-----),

lawful money of the United States, to the payment of which sum, well and truly to be made, we bind ourselves, our executors, administrators, successors, and assigns jointly and severally by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT whereas the above bounden Principal did enter into a written contract with the Contracting Authority to perform

PCC Sidewalk/Trail work
Proposal #07-1185-651

Copy of which contract, together with all of its terms, covenants, conditions, and stipulations, is incorporated herein and made a part hereof as fully and completely as if said contract were recited at length; and whereas, the principal and sureties on this bond hereby agree to pay all persons, firms, or corporations having contracts directly with the principal or with subcontractors, all just claims due them for labor performed or materials furnished, in the performance of the contract on account of which this bond is given, when the same are not satisfied out of the portion of the contract price which the public corporation is required to retain until completion of the public improvements, but the principal and sureties 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.

Now, if the principal shall in all respects fulfill his said contract according to the terms and tenor thereof, and shall satisfy all claims and demands incurred for the same, and shall fully indemnify and save harmless the Contracting Authority from all costs and damages which it may suffer by reason of failure to do so and shall fully reimburse and repay the Contracting Authority all outlays and expense which it may incur in making good any such default, then the obligation is to be void and of no effect: otherwise to remain in full force and effect. Every surety on this bond shall be deemed and held, any contract to the contrary notwithstanding, to consent without notice:

- 1. To any extension of time to the contractor in which to perform the contract.
2. That the bond shall remain in full force and effect until the contract is 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 is being charged against the contractor.
3. To any change in the plans, specifications, or contract, when such change does not involve an increase of more than 20 percent of the total contract price, and shall then be released only as to such excess increase.
4. That no provision of this bond or of any other contract shall be valid which limits to less than five years from the completion of the contract the right to sue on this bond for defects in work quality or material not discovered or known to the Contracting Authority at the time such work is accepted.

This bond is to be considered a performance bond and secures the Contracting Authority the right to recover from the contractor on account of material or labor entered into the work or work performed not in accordance with the contract, specifications, or plans. The contractor does not by this obligation guarantee to maintain the work for five years.

IOWA DOT

CONTRACTOR'S PERFORMANCE BOND

Bond Number: 54-221495

Contract I.D.: 07-1185-651

County: Black Hawk

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____,

K. Cunningham Construction Co., Inc. Principal

United Fire & Casualty Company Surety

By: *Joe Owen*
JOE OWEN, Vice-President
Title

By: *Nancy D. Baltutat*
Nancy D. Baltutat, Attorney-in-Fact
Title

Address: 4200 University Avenue #200

West Des Moines IA 50266

By: _____ Principal

By: _____ Surety

_____ Title

_____ Title

Address: _____

By: _____ Principal

By: _____ Surety

_____ Title

_____ Title

Address: _____

For contracts where a County Board of Supervisors is the Contracting Authority:

This bond approved by the Board of Supervisors of _____ County,	
this _____ day of _____,	
_____	_____
Signature	Title

For contracts where neither the DOT nor a County Board of Supervisors is the Contracting Authority:

This bond approved by the _____	
(Contracting Authority)	
this _____ day of _____,	
_____	_____
Signature	Title

DISCLOSURE STATEMENT FOR CONTRACTOR'S PERFORMANCE BONDS

The information requested will be used by the Iowa Department of Transportation to determine if a contractor/vendor is bonded in accord with the requirements established by the contracting authority. This secures the IDOT and/or the State of Iowa the right to recover from the contractor/vendor if material or labor entered into the work performed is not in accord with the contract, specifications, or plans. Persons outside the Department may occasionally request this information. Failure to provide all required information will result in denial of the award of the contract.



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA
CERTIFIED COPY OF POWER OF ATTORNEY

Inqui **Item G.2.k.**
118 Second Ave SE
Cedar Rapids, IA 52401

(original on file at Home Office of Company – See Certification)

KNOW ALL PERSONS BY THESE PRESENTS, That UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa; UNITED FIRE & INDEMNITY COMPANY, a corporation duly organized and existing under the laws of the State of Texas; and FINANCIAL PACIFIC INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint GREG T. LA MAIR, NANCY D. BALTUTAT, MARK E. KEAIRNES, PATRICK K. DUFF, JEFFREY R. BAKER, JOSEPH I. SCHMIT, JILL SHAFFER, CHRISTOPHER R. SEIBERLING, EACH INDIVIDUALLY OF WEST DES MOINES IA

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$100,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, AND FINANCIAL PACIFIC INSURANCE COMPANY.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

“Article VI – Surety Bonds and Undertakings”

Section 2, Appointment of Attorney-in-Fact. “The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 10th day of March, 2014

UNITED FIRE & CASUALTY COMPANY
UNITED FIRE & INDEMNITY COMPANY
FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann* Vice President



State of Iowa, County of Linn, ss:
On 10th day of March, 2014, before me personally came Dennis J. Richmann

to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of UNITED FIRE & CASUALTY COMPANY, a Vice President of UNITED FIRE & INDEMNITY COMPANY, and a Vice President of FINANCIAL PACIFIC INSURANCE COMPANY the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Judith A. Davis Notary Public
My commission expires: 04/23/2018

I, David A. Lange, Secretary of UNITED FIRE & CASUALTY COMPANY and Assistant Secretary of UNITED FIRE & INDEMNITY COMPANY, and Assistant Secretary of FINANCIAL PACIFIC INSURANCE COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this _____ day of _____, 20____

By: *David A. Lange*
Secretary, UF&C
Assistant Secretary, UF&I/FPIC





CERTIFICATE OF LIABILITY INSURANCE

Item G.2.k.
KCUNIN-1 UP ID: J1

DATE (MM/DD/YYYY)
05/30/2018

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

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

PRODUCER The Sinnott Agency, Inc. 622 W 4th St., PO Box 1918 Waterloo, IA 50704 Steven Sinnott	CONTACT NAME: PHONE (A/C, No, Ext): 319-233-6103		FAX (A/C, No): 319-234-8133	
	E-MAIL ADDRESS: janant@sinnottagency.com			
INSURED K CUNNINGHAM CONSTRUCTION CO 1025 CENTER ST CEDAR FALLS, IA 50613	INSURER(S) AFFORDING COVERAGE		NAIC #	
	INSURER A: Allied Insurance Company		42579	
	INSURER B:			
	INSURER C:			
	INSURER D:			
	INSURER E:			


COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		X	ACP7160048775	04/20/2018	04/20/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			ACP7160048775	04/20/2018	04/20/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ACP7160048775	04/20/2018	04/20/2019	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	ACP7160048775	04/20/2018	04/20/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
WHEN REQUIRED IN WRITTEN CONTRACT: ADDITIONAL INSURED UNDER THE GENERAL LIABILITY POLICY PER CG7323.
WORKERS COMPENSATION & EMPLOYERS' LIABILITY EXCLUSION: KELLY CUNNINGHAM PROJECT: CENTER STREET TRAIL, CONTRACT ID 07-1185-651

CERTIFICATE HOLDER **CANCELLATION**

CITYOCF CITY OF CEDAR FALLS 220 CLAY ST CEDAR FALLS, IA 50613	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CONTRACTORS ENHANCEMENT PLUS ENDORSEMENT
INCLUDING MEDICAL PAYMENTS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Lost Key Coverage

1. Under **Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability**, coverage is extended to include the following:

If a customer's master or grand key, excluding electronic key card, is lost, damaged or stolen while in your care, custody or control we will pay the cost of replacing the keys, including the master lock and all keys used in the same lock, the cost of adjusting locks to accept the new keys, or the cost to replace the locks, whichever is less.

2. **Limit of Insurance** – For the purpose of this coverage the most we will pay is \$ 10,000 per "occurrence".

B. Voluntary Property Damage

1. **Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability**, coverage is extended to include the following:

At your request, we will pay for "property damage" to property of others caused by you and while in your possession, arising out of your business operations and occurring during the policy period.

2. **Limit of Insurance** – For the purpose of this coverage the most we will pay is \$1,500 per "occurrence".

C. Non-Owned Watercraft

Under **Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability, 2. Exclusions, Exclusion g. Aircraft, Auto Or Watercraft Paragraph (2) (a)** is replaced with:

- (a) Less than 51 feet long; and

D. Expanded Property Damage Coverage

1. For the purposes of this endorsement only:
Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability, 2. Exclusions, Exclusion j. Damage To Property is amended as follows:
 - a. Paragraphs **(3), (5), and (6)** are deleted in their entirety.
 - b. Paragraph **(4)** is deleted in its entirety and replaced with:
 - (4)** Personal property in the care, custody, or control of the insured:
 - (a)** for storage or sale at premises you own, rent or occupy; or
 - (b)** while being transported by any aircraft, "auto" or watercraft owned or operated by or rented to or loaned to any insured.
 - c. The coverage provided by this endorsement does not apply to "property damage":
 - (1)** Arising out of the disappearance or loss of use of personal property; or
 - (2)** Included in the "products-completed operations hazard".
2. **Limit of Insurance** - The most we will pay for loss arising out of any one "occurrence" is \$5,000.
3. **Deductible** - Our obligation to pay for a covered loss applies only to the amount of loss in excess of \$250.

We will pay the deductible amount to effect settlement of any claim or "suit" and, upon notification of this action having been taken, you shall promptly reimburse us for the deductible as has been paid by us.

CG 73 23 12 16

This insurance is primary to any expanded property damage coverage provided by a separate endorsement attached to this policy, and it will supplant any deductible in said endorsement

E. Damage To Premises Rented To You

1. Under **Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability**, the last paragraph of **2. Exclusions** is replaced with:

If **Damage To Premises Rented To You** is not otherwise excluded, Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke, or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner.

2. Under **Section III – Limits Of Insurance**, Paragraph 6 is replaced with:

6. Subject to **5.** above, the **Damage To Premises Rented To You Limit** is the most we will pay under **Coverage A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke or sprinkler leakage, while rented to you or temporarily occupied by you with permission of the owner. The limit is increased to \$1,000,000.

3. Under **Section IV – Commercial General Liability Conditions**, **4. Other Insurance, b. Excess Insurance (1) (a) (ii)** is replaced with:

- (ii) That is Fire, Lightning, Explosion, Smoke or Sprinkler leakage insurance for premises rented to you or temporarily occupied by you with permission of the owner.

F. Supplementary Payments

Under **Section I – Coverages, Supplementary Payments – Coverages A and B** Paragraphs **1.b** and **1.d.** are replaced with:

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

G. Newly Formed And Acquired Organizations

Under **SECTION II – WHO IS AN INSURED** Paragraph **3.a.** is replaced with:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

H. Additional Insured – Automatic Status When Required In An Agreement Or Contract With You

Section II – Who Is An Insured is amended to include:

1. Any person(s) or organization(s) described in Paragraph **a. – d.** below with whom you have agreed in writing in a contract or written agreement that such person or organization be added as an additional insured on your policy during the policy period shown in the Declarations.
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph **1.** above.

The person or organization added as an insured by this endorsement is an insured only for liability due to:

- a. **Lessors of Leased Equipment** – with respect to their liability for "bodily injury", "property damage", or "personal and advertising injury", caused in whole or in part by your maintenance, operation, or use of equipment leased to you by such person(s) or organization(s). This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

However, their status as additional insured under this policy ends when their lease, contract, or agreement with you for such leased equipment expires.

- b. **Managers or Lessors of Premises** – with respect to liability arising out of the ownership, maintenance, or use of that part of the premises you own, rent, lease, or occupy.

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction, or demolition operations performed by or on behalf of the person or organization.

However, their status as additional insured under this policy ends when you cease to be a tenant of such premises.

c. State or Political Subdivision – Permits Relating to Premises – with respect to the following hazards for which the state or political subdivision has issued a permit or authorization in connection with premises you own, rent, or control and to which this insurance applies.

- (1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
- (2) The construction, erection, or removal of elevators; or
- (3) The ownership maintenance or use of any elevators covered by this insurance.

This insurance does not apply to:

- (1) "Bodily injury" or "property damage" or "personal or advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

However, such state or political subdivision's status as additional insured under this policy ends when the permit ends.

d. Owners, Lessees, or Contractors – with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused in whole or in part, by:

- (1) **Your acts or omissions; or**
- (2) The acts or omissions of those acting on your behalf; in the performance of your ongoing operations performed for that additional insured, whether the work is performed by you or on your behalf.

The insurance does not apply to:

- (1) "Bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of or the failure to render any professional architectural, engineering, or survey services, including:
 - (a) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, survey, field orders, change orders, or drawings and specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or failure to render, any professional, architectural, engineering, or surveying services.

- (2) "Bodily injury" or "property damage" occurring after:
 - (a) All work, including materials, parts, or equipment furnished in connection with such work, on the project (other than service, maintenance, or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

CG 73 23 12 16

- (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

However, a person or organization's status as additional insured under this policy ends when your operations for that additional insured are completed.

With respect to the insurance afforded to such additional insureds a. – d. described above, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations:

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

However, the insurance afforded to such additional insureds a. – d. described above:

1. Only applies to the extent permitted by law; and
 2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
3. **Primary and Noncontributory – Other Insurance Conditions**

The following is added to the **Other Insurance** Condition and supersedes any provisions to the contrary:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- a. The additional insured is a Named Insured under such other insurance; and

- b. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

I. **Employee Bodily Injury To Another Employee**

Under **Section II – Who Is An Insured** The following is added to Paragraph 2.a.(1):

Paragraphs 2.a.(1) (a), (b) and (c) do not apply to "bodily injury" to a co-"employee" in the course of the co-"employee's" employment by you, or to "bodily injury" to a co-"volunteer worker" while performing duties related to the conduct of your business.

J. **Broad Form Named Insured**

Under **Section II – Who Is An Insured** The following is added to Paragraph 2.:

- e. Any business entity incorporated or organized under the laws of the United State of America (including any State thereof), its territories or possessions, or Canada (including any Province thereof) in which the Named Insured shown in the Declarations owns, during the policy period, an interest of more than fifty percent. If other valid collectible insurance is available to any business entity covered by this solely by reason of ownership by the Named Insured shown in the Declarations in excess of fifty percent, this insurance is excess over the other insurance, whether primary, excess, contingent, or on any other basis.

K. **Aggregate Limit Per Location**

Under **Section III – Limits Of Insurance** the following is added to Paragraph 2:

The General Aggregate Limit under **Section III Limits Of Insurance** applies separately to each of your locations owned by or rented to you or temporarily occupied by you with the permission of the owner. For the purposes of this provision, location means premises involving the same or connecting lots, or premises whose connection is interrupted only by a public street, roadway, waterway or railroad right-of-way.

L. **Aggregate Limit Per Project**

Under **Section III – Limits Of Insurance** The following paragraph is added to Paragraph 2:

The General Aggregate Limit under **Section III Limits Of Insurance** applies separately to each of your construction projects away from premises owned by or rented to you.

M. Medical Payments

Under **Section III – Limits Of Insurance, Paragraph 7.** is replaced with:

- 7. Subject to 5. above, the higher of:
 - a. \$10,000; or
 - b. The amount shown in the Declarations for Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of “bodily injury” sustained by one person.

This coverage does not apply if **Coverage C – Medical Payments** is excluded either by the provisions of any coverage forms attached to the policy or by endorsement.

N. Knowledge Of An Occurrence

Under **Section IV – Commercial General Liability Conditions,** the following is added to **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit:**

- e. Knowledge of an occurrence, offense, claim or suit by an agent or employee of any insured shall not in itself constitute knowledge of the insured unless you, a partner, if you are a partnership; or an executive officer or insurance manager, if you are a corporation receives such notice of an occurrence, offense, claim or suit from the agent or employee.
- f. The requirements in **Paragraph b.** will not be considered breached unless there is knowledge of occurrence as outlined in Paragraph e. above.

O. Unintentional Failure To Disclose Hazard

Under **Section IV – Commercial General Liability Conditions, Condition 6. Representations** the following paragraph is added:

- d. Your failure to disclose all hazards or prior “occurrences” or offenses existing as of the

inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior “occurrences” or offenses is not intentional. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

P. Waiver Of Subrogation

Under **Section IV – Commercial General Liability Conditions, 8. Transfer Of Rights Of Recovery Against Others To Us** the following paragraph is added:

If required by a written contract executed prior to loss, we waive any right of subrogation we may have against the contracting person or organization because of payments we make for injury or damage arising out of your ongoing operations or “your work” done under a contract with that person or organization and included in the “products-completed operations hazard”.

Q. Liberalization

Under **Section IV – Commercial General Liability Conditions,** the following paragraph is added:

10. Liberalization

If we revise this coverage form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

R. Broadened Bodily Injury Definition (Mental Anguish)

Under **Section V – Definitions Definition 3.** “Bodily Injury” is replaced with:

- 3. “Bodily injury” means physical injury, sickness, or disease to a person and if arising out of the foregoing, mental anguish, mental injury, shock, or humiliation, including death at any time resulting therefrom.

All terms and conditions of this policy apply unless modified by this endorsement.



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, CIP Projects Supervisor
DATE: May 30, 2018
SUBJECT: Gateway Business Park at Cedar Falls I
Contract for Completion of Improvements
Project No. SU-282-1904

The developer of the above-mentioned project, CF Gateway Park, Inc has requested Final Plat approval in order to proceed with the sale of lots in the development. Shive-Hattery, Inc the developer's engineer, has submitted the estimate of remaining costs for completion of improvements. The developer has submitted a "Contract for Completion of Improvements" and established a performance and payment bond in the amount of \$1,259,082.54 to assure completion of the remaining items. A copy of the Final Plat is attached for your reference.

The Engineering Division has reviewed the cost estimate for the remaining work and concur that the amount of the performance and payment bond is adequate to complete the project. The "Contract for Completion of Improvements" is based on the standard forms developed by our City Attorney. The developer has also provided a 3-year Maintenance Bond in the full amount of the public improvements that will be on file until final acceptance of the project by City Council. We recommend approval of the "Contract for Completion of Improvements".

att

xc: Stephanie Houk Sheetz, Director of Community Development
Jon Resler, P.E, City Engineer
Karen Howard, Planning and Community Services Manager

CONTRACT FOR COMPLETION OF IMPROVEMENTS
(Performance and Payment Bond)

THIS CONTRACT is made and entered into this _____ day of _____, 2018, by and between CF Gateway Park, Inc., owner and subdivider of a parcel of land located in the City of Cedar Falls, Iowa (hereinafter called the "Developer"), and the City of Cedar Falls, Iowa (hereinafter called the "City").

WHEREAS, the Developer proposes to develop a subdivision named Gateway Business Park at Cedar Falls I in the City of Cedar Falls, Iowa (the "Plat") on a parcel of land described on Exhibit "A" attached hereto, and by this reference incorporated herein, and has submitted a final plat which has not yet been approved; and desires to obtain preliminary plat approval and to initiate work to install the required public improvements within the plat; and

WHEREAS, the City Subdivision Ordinance requires that all necessary public improvements shall be installed and accepted before the final plat of any subdivided area shall be approved and recorded, or that in lieu of final completion of the required public improvements and before the final plat is finally approved, the subdivider shall enter into a contract with the City to ensure the completion of all the required public improvements within a specific time frame; and

WHEREAS, the performance of such contract shall be secured by a Performance and Payment Bond; and

WHEREAS, the required public improvements shall include gas, water, telephone, electric, communications, street lighting, television wires and cable and other public utilities, storm and sanitary sewers, as well as grading, drainage and paving facilities as provided in the City Subdivision Ordinance, as well as all necessary storm water detention facilities and all necessary engineering and administrative requirements.

NOW, THEREFORE, it is agreed as follows:

1. The Developer will construct all required public improvements within the Plat (hereinafter the "Public Improvements"), as described on Exhibit "B" attached hereto, to conform with approved construction plans which meet the specifications of the City of Cedar Falls, Iowa; and such approved construction plans are now on file in the City Engineer's office.

2. The Developer shall provide a Performance and Payment Bond in the amount of \$ 1,259,082.54 which is approved by the City Engineer of the City of Cedar Falls, prior to the recording of the final plat documents, which bond is hereby designated for use to pay the costs of the Public Improvements to be

Item G.2.I.

completed within the platted area in the event the Developer would fail to do so as required herein.

3. When the Developer's contractors complete work on the Public Improvements within the platted area, and such Public Improvements have been approved and accepted by resolution of the city council of the City, the City will release and discharge the Performance and Payment Bond upon approval of the City Engineer.

4. All required Public Improvements for which the Performance and Payment Bond has been established shall be installed by the Developer within a period of twelve (12) months from the date of this Contract.

5. The Developer shall keep in force the Performance and Payment Bond through completion and acceptance of the required Public Improvements by Resolution of the City, at which time said Bond shall be released and discharged upon approval of the City Engineer.

6. The Developer shall cause to be provided to the City, by no later than the time of the approval of the final plat by the city council of the City, a three-year maintenance bond (the "Maintenance Bond") regarding the same, in the form attached hereto as Exhibit "D", and by this reference incorporated herein.

7. If requested and upon recommendation of the City Engineer, the City Council will pass a resolution stating that the work has been completed and accepted by the City and that the Performance and Payment Bond has been released.

8. The following attachments are incorporated herein by this reference and made a part of this Agreement:

- A. Legal Description of Land to be platted, Exhibit "A".
- B. List of Public Improvements and City Engineer's Estimate of Costs, Exhibit "B".
- C. Performance and Payment Bond in the amount of \$1,259,082.54, issued by Merchants National Bonding, Inc., Exhibit "C".
- D. Maintenance Bond in the amount of \$1,049,235.45, issued by Merchants National Bonding, Inc., Exhibit "D."

The parties hereto have executed and entered into this Contract at Cedar Falls, Iowa, on the date first above written.

CF Gateway Park, Inc.

By: [Signature]
Atul Patel (name)
President (title)
"DEVELOPER"

THE CITY OF CEDAR FALLS, IOWA

By: _____
James P. Brown, Mayor

Attest: _____
Jacqueline Danielsen, City Clerk

(seal)

"CITY"

STATE OF IOWA)
COUNTY OF Black Hawk) ss:
)

This instrument was acknowledged before me on this 30th day of May, 2018, by Atul Patel as President of CF Gateway Park.

[Signature]
Notary Public in and for the State of Iowa
My commission expires: 5-28-21

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

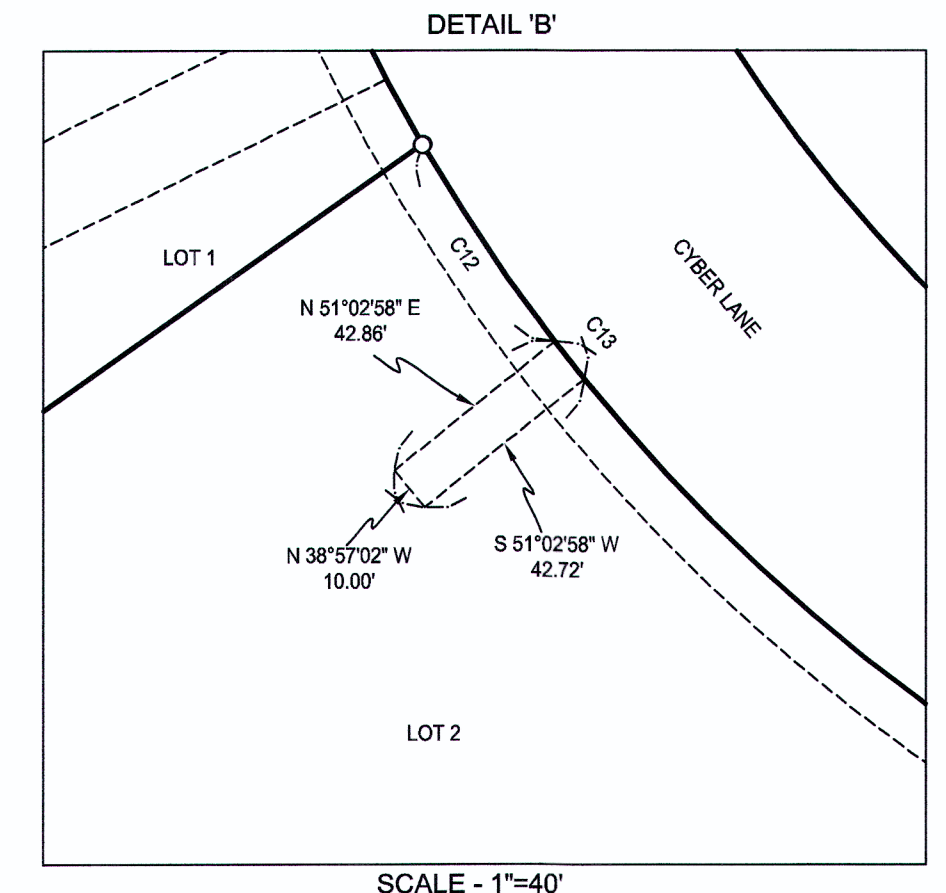
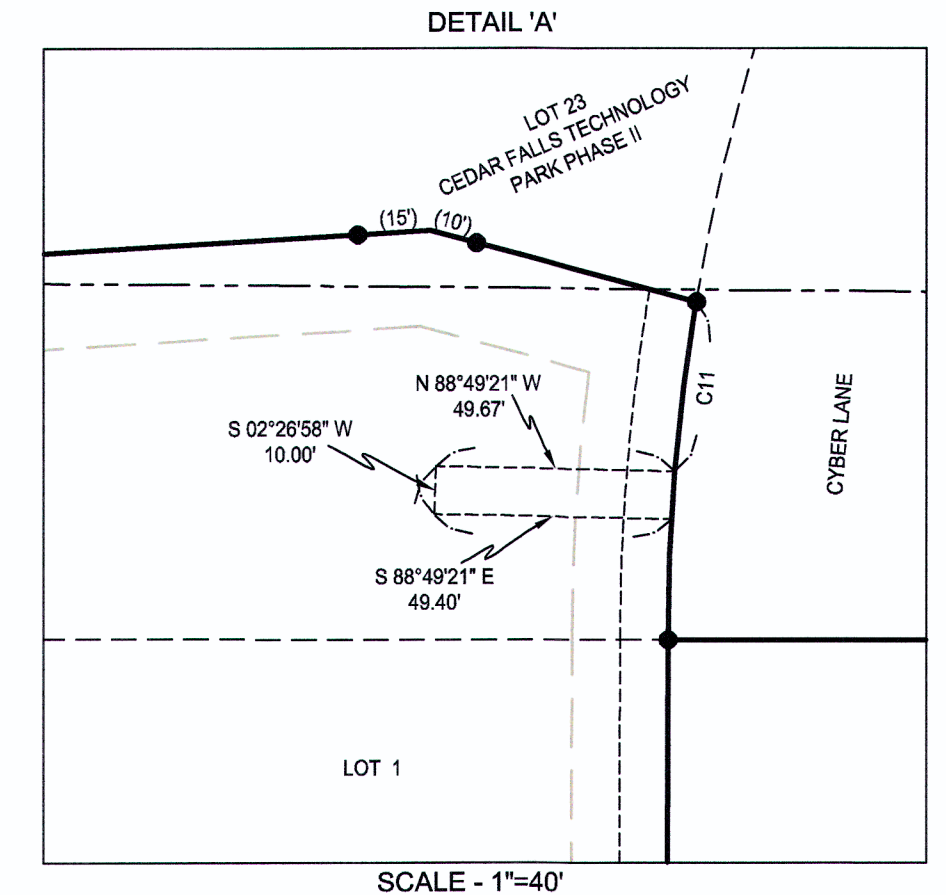
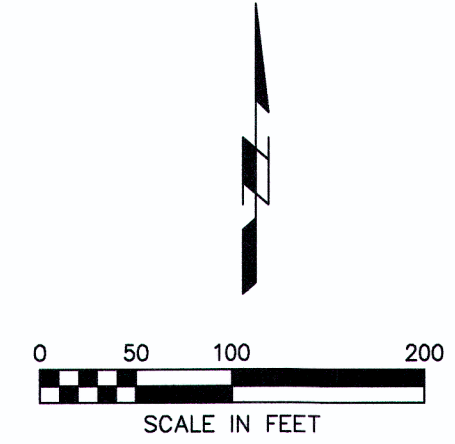
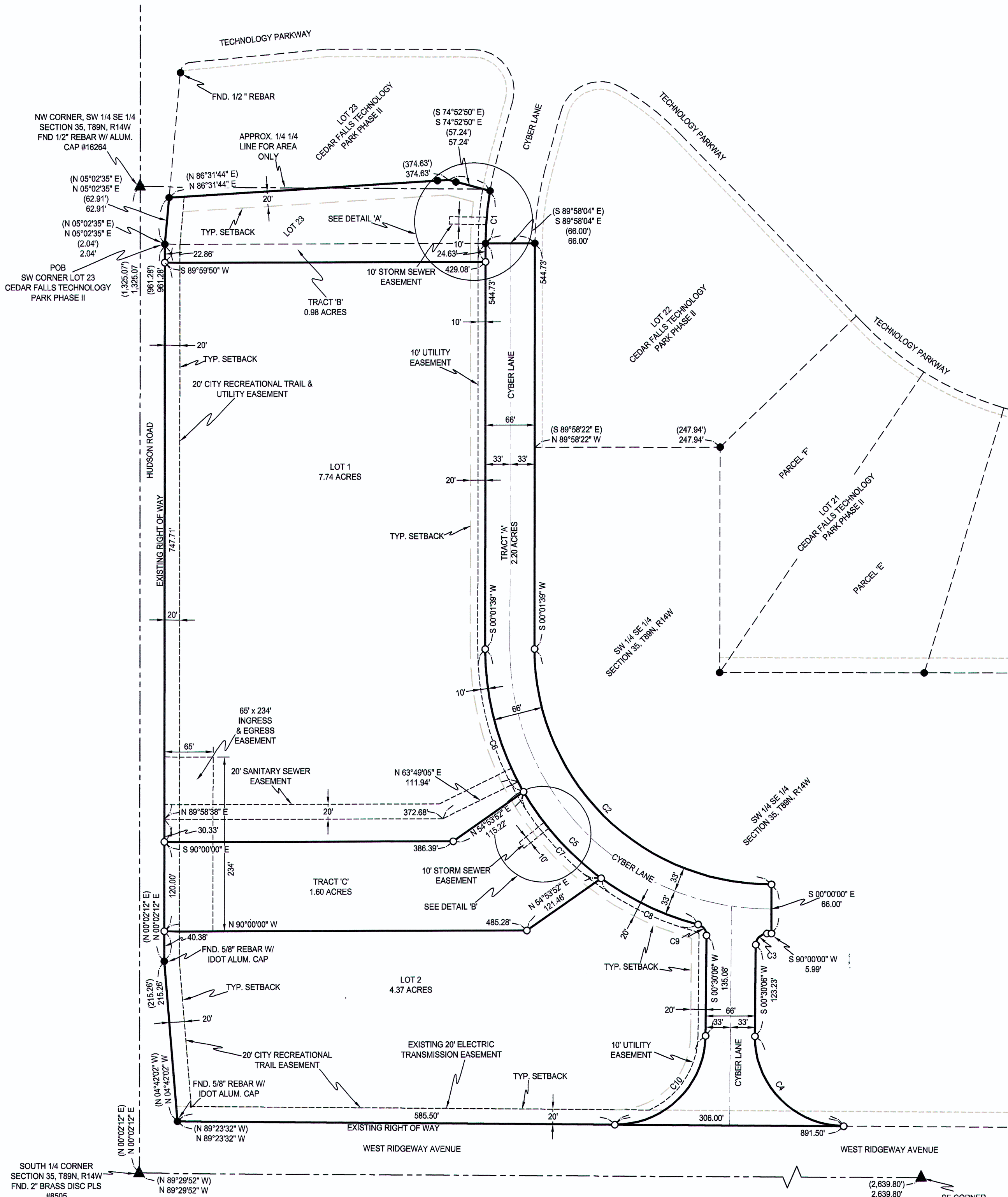


This instrument was acknowledged before me on _____ day of _____, 20__, by James P. Brown, Mayor, and Jacqueline Danielsen, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa
My commission expires: _____

INDEX LEGEND:
 LOCATION: PART OF LOT 23 IN CEDAR FALLS
 TECHNOLOGY PARK PHASE II,
 CEDAR FALLS, BLACK HAWK COUNTY, IOWA
 & PART OF SW 1/4 OF THE SE 1/4
 SECTION 35, T89N, R14W
 REQUESTOR: RUSSELL CONSTRUCTION COMPANY
 PROPRIETOR: CF GATEWAY PARK, INC.
 SURVEYOR: WADE D. WAMRE, PLS
 COMPANY: SHIVE-HATTERY, INC.
 RETURN TO: 316 2ND STREET SE, SUITE 500
 CEDAR RAPIDS, IOWA 52401
 wwamre@shive-hattery.com
 319-364-0227

FINAL PLAT GATEWAY BUSINESS PARK AT CEDAR FALLS I IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA



PARCEL ACREAGE TABLE			
QUARTERS	EXCLUDING ROAD	ROAD ROW	TOTAL
NW 1/4 SE 1/4	0.03 ACRES		0.03 ACRES
SW 1/4 SE 1/4	14.86 ACRES	2.20 ACRES	16.86 ACRES

LAND DESCRIPTION:
 That part of the Southeast Quarter of Section No. 35, Township No. 89 North, Range No. 14 West of the Fifth Principal Meridian in the City of Cedar Falls, Black Hawk County, Iowa, lying Southerly of Cedar Falls Technology Park Phase II, City of Cedar Falls, Iowa, except those parcels deeded for road purposes in 112 LD 487, 539 LD 335, 539 LD 338 and 552 LD 935.

and
 Lot 23 in Cedar Falls Technology Park Phase II, City of Cedar Falls, Iowa, except that part of Lot 23, Cedar Falls Technology Park Phase II described as follows:

Commencing at the Southwest corner of said Lot 23; Thence N 04°09'06" E 62.91 feet along the West line of said Lot 23 to the point of beginning; Thence N 85°40'03" E 374.63 feet; Thence S 75°44'42" E 57.22 feet to the East line of said Lot 23; Thence Northerly 42.91 feet along a 433.00 foot radius curve, concave Easterly (said curve having a long chord of 42.90 feet and bearing N 11°24'00" E); Thence N 14°14'21" E 31.41 feet along the East line of Lot 23; Thence Northwesterly 100.58 feet along a 55.00 foot radius curve, concave Southwesterly (said curve having a long chord of 87.14 feet and bearing N 38°00'02" W); Thence S 89°27'35" W 196.82 feet along the North line of said Lot 23; Thence S 83°44'57" W 182.43 feet along the North line of said Lot 23; Thence Southwesterly 20.84 feet along a 15 foot radius curve, concave Southeasterly (said curve having a long chord of 19.20 feet and bearing S 43°57'02" W); Thence S 04°09'06" W 168.60 feet along the West line of said Lot 23 to the point of beginning more particularly described as follows:

Beginning at the Southwest Corner of Lot 23, Cedar Falls Technology Park Phase II, City of Cedar Falls, Iowa; Thence N 05°02'35" E along the West line of said Lot 23 also being the East Right of Way of Hudson Road a distance of 62.91 feet; Thence N 86°31'44" E a distance of 374.63 feet; Thence S 74°52'50" E to a point on the West Right of Way of Cyber Lane a distance of 57.24 feet; Thence Southwesterly to the Southwest corner of said Lot 23 a distance of 70.98 feet along the arc of a 433.00 foot radius curve concave easterly (Chord bears S 04°43'27" W a distance of 70.90 feet); Thence S 89°58'04" E a distance of 66.00 feet; Thence S 00°01'39" W a distance of 448.42 feet; Thence S 00°00'00" E a distance of 66.00 feet; Thence S 90°00'00" W a distance of 5.99 feet; Thence Southwesterly a distance of 23.43 feet along the arc of a 15.00 foot radius curve concave Southeasterly (Chord bears S 45°15'03" W a distance of 21.12 feet); Thence S 00°30'08" W a distance of 123.23 feet; Thence Southeasterly a distance of 188.27 feet along the arc of a 120.00 foot radius curve concave Northeasterly to a point on the North Right of Way of West Ridgeway Avenue (Chord bears S 44°28'43" E a distance of 169.55 feet); Thence N 89°23'32" W along said North Right of Way to a point also being said East Right of Way a distance of 891.50 feet; Thence N 00°02'12" E along said East Right of Way a distance of 961.28 feet; Thence N 05°02'35" E along said East Right of Way to the Point of Beginning a distance of 2.04 feet.

Said parcel contains 16.89 acres, subject to easements and restrictions of record.

DATE OF SURVEY:
1/25/2018

AREA:
TOTAL: 16.89 ACRES

OWNER:
CF GATEWAY PARK, INC.
307 WINDING RIDGE ROAD
CEDAR FALLS, IOWA 50613

APPLICANT:
RUSSELL CONSTRUCTION COMPANY
4600 EAST 53RD STREET
DAVENPORT, IOWA 52807

SURVEYOR / CONTACT:
WADE D. WAMRE, PLS
SHIVE-HATTERY, INC.
316 2ND STREET SE, SUITE 500
CEDAR RAPIDS, IOWA 52401
PHONE: 319-364-0227
FAX: 319-364-4251
wwamre@shive-hattery.com

BASE OF BEARINGS:
ZONE 5
IOWA REGIONAL
COORDINATE SYSTEM

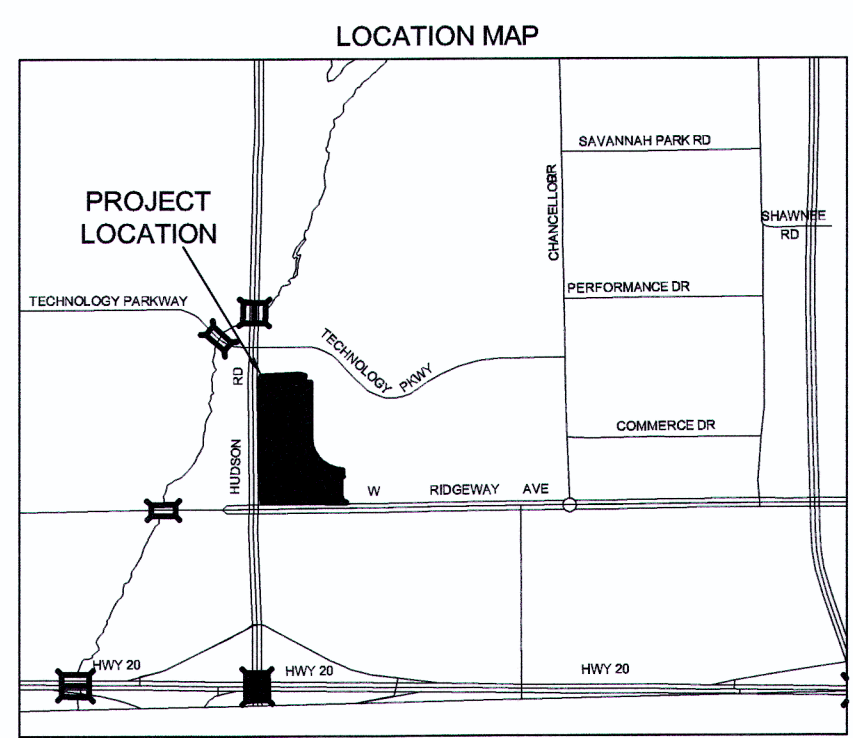
NOTES:

- 1.) DISTANCES ARE IN FEET AND DECIMALS THEREOF.
- 2.) SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SIGNATURE OF THE SURVEYOR.
- 3.) NO STRUCTURE OR PARKING AREAS WILL BE ALLOWED WITHIN THE SETBACK AREAS AROUND THE PERIMETER OF THE SITE OR ALONG INTERNAL STREETS AND PRINCIPAL ACCESSWAYS.
- 4.) ALL SIGNAGE SHALL PROVIDE A 10-FOOT SETBACK FROM THE PROPERTY LINE ALONG ALL PUBLIC RIGHTS-OF-WAY AND PRINCIPAL ACCESSWAYS.
- 5.) MINIMUM LOT FRONTAGE SHALL NOT BE LESS THAN 60 FEET & MINIMUM LOT FRONTAGE FOR CORNER LOTS SHALL NOT BE LESS THAN 80 FEET.
- 6.) ERROR OF CLOSURE FOR THE SUBDIVISION BOUNDARY IS NOT GREATER THAN 1:10,000 & ERROR FOR CLOSURE ON INTERIOR LOTS IS NOT GREATER THAN 1:5,000 FOR EACH LOT.
- 7.) 20' SETBACKS (TYP.) ON ALL EXTERIOR BOUNDARIES OF LOTS AND TRACTS.

CURVE TABLE					
CURVE	LENGTH	RADIUS	CHORD BRG	CHORD	DELTA
C1	70.98'	433.00'	S 04°43'27" W	70.90	009°23'32"
(C1)	(70.98')	(433.00')	(S 04°43'27" W)	(70.90)	
C2	498.10'	317.00'	S 44°59'10" E	448.42	090°01'41"
C3	23.43'	15.00'	S 45°15'03" E	21.12	089°29'54"
C4	188.27'	120.00'	S 44°26'43" E	169.55	089°53'37"
C5	502.66'	383.00'	S 37°34'14" E	467.36	075°11'50"
C6	200.75'	383.00'	S 14°59'15" E	198.46	030°01'52"
C7	157.15'	383.00'	S 41°45'28" E	156.05	023°30'34"
C8	144.77'	383.00'	S 64°20'27" E	143.91	021°39'24"
C9	19.81'	15.00'	S 37°20'02" E	18.40	075°40'15"
C10	188.72'	120.00'	S 45°33'19" W	169.86	090°06'26"
C11	35.77'	433.00'	S 07°03'12" W	35.76	004°44'01"
C12	49.58'	383.00'	S 33°42'41" E	49.54	007°24'59"
C13	10.00'	383.00'	S 38°10'03" E	10.00	001°29'46"

SURVEY LEGEND

- FOUND 1/2" REBAR UNLESS OTHERWISE AS NOTED
- ▲ SET 5/8" REBAR W/ ORANGE CAP #17565
- () SECTION CORNER FOUND AS NOTED
- () RECORDED AS
- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- PLAT OR SURVEY BOUNDARY
- PLAT LOT LINE
- EXISTING LOT LINE
- SECTION LINE
- EASEMENT LINE
- EXISTING EASEMENT LINE
- SETBACK LINE



NOT TO SCALE

PROFESSIONAL LAND SURVEYOR
 WADE D. WAMRE, PLS
 17565
 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 Land Surveyor under the Laws of the State of Iowa.

WaD. Wamre 3/24/18
 (signature) (date)

WADE D. WAMRE, PLS
 License number: 17565
 My license renewal date is December 31, 2018
 Pages or sheets covered by this seal: 1

FINAL PLAT GATEWAY BUSINESS PARK AT CEDAR FALLS I IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA

DATE	03-24-2018	SCALE	1"=100'
DRAWN	cen	APPROVED	OT2017-1
REFERENCE DRAWING		REVISION	CTS 'B' & 'C'

Exhibit B

Gateway Business Park at Cedar Falls I - Infrastructure Costs

Bid

Item #	Description	Quantity	Unit	Unit Price	Total Price
Development Utilities					
1	SANITARY MANHOLE SW-301 48"	12	EA	3,650.00	43,800.00
1A	SANITARY MANHOLE SW-301 48" - Inspection	1	EA	3,650.00	3,650.00
2	SANITARY SEWER, TRUSS, 8"	1,480.00	LF	27.50	40,700.00
3	SANITARY SEWER, TRUSS, 15"	1,140.00	LF	42.50	48,450.00
4	SANITARY SEWER SERVICE, PVC, 8"	170	LF	32.00	5,440.00
5	SANITARY CLEANOUT	1	EA	500.00	500.00
6	CONNECTION TO EXISTING WATER MAIN	1	EA	700.00	700.00
7	WATER MAIN, DIP, 8" (SERVICES)	300	LF	71.00	21,300.00
8	WATER MAIN, DIP, 12"	1,312.00	LF	53.00	69,536.00
9	GATE VALVE, DIP, 8 "	6	EA	1,275.00	7,650.00
10	GATE VALVE, DIP, 12"	9	EA	2,375.00	21,375.00
11	FIRE HYDRANT ASSEMBLY	7	EA	4,320.00	30,240.00
12	INTAKE, SW-507	9	EA	3,475.00	31,275.00
13	INTAKE, SW-508	4	EA	3,825.00	15,300.00
14	INTAKE, SW-509	1	EA	4,800.00	4,800.00
15	INTAKE, SW-510	1	EA	4,925.00	4,925.00
16	STORM SEWER, HDPE, 18"	34	LF	33.50	1,139.00
17	STORM SEWER, HDPE PERF, 18"	351	LF	36.00	12,636.00
18	STORM SEWER, HDPE, 30"	280	LF	49.00	13,720.00
19	STORM SEWER, HDPE PERF, 30"	196	LF	52.00	10,192.00
20	STORM SEWER, RCP, 18"	165	LF	38.50	6,352.50
21	STORM SEWER, RCP, 24"	32	LF	51.00	1,632.00
22	STORM SEWER, RCP, 30"	73	LF	65.00	4,745.00
23	FLARED END, RCP, 30"	1	EA	1,150.00	1,150.00
24	SUBDRAIN, HDPE, 6" W/POROUS BACKFILL	1,395.00	LF	8.50	11,857.50
25	SUBDRAIN OUTLET	24	EA	150.00	3,600.00
26	SUBDRAIN CLEANOUT	6	EA	350.00	2,100.00

418,765.00

Turn Lane from Ridgeway to Cyber

1	Sawcut for removals	600	LF	7.50	4,500.00
2	Removal of Pavement	1000	sy	4.55	4,550.00
3	Subgrade Prep Left Turn Lane	510	SY	2.15	1,096.50
4	Subbase Left Turn Lane	165	SY	24.80	4,092.00
5	Pavement, PCC, 8" Thick	498	SY	39.50	19,671.00

33,909.50

Item G.2.I.

Bid

Item #	Description	Quantity	Unit	Unit Price	Total Price
Development Grading/Site Concrete(Cyber Lane)					
1	CLASS 10 EXCAVATION	2665.42	CY	1.85	4,931.03
2/4	CURB CUT/REMOVAL OF PAVEMENT	100	LF	7.50	750.00
3	PAVEMENT, PCC, 9" THICK	4727	SY	45.00	212,715.00
5	Signage/Pavement Markings	1	LS	5,288.57	5,288.57
6	SUBGRADE PREP CYBER LANE/SIDEWALKS	6397	SY	1.75	11,194.75
7	SUBBASE PREP SIDEWALKS ON CYBER	1660.56	TN	18.97	31,500.85
8	RESPREAD TOPSOIL CYBER ROW 8"	666	CY	17.30	11,521.80
9	HYDRO SEEDING	8058.0645	SF	0.40	3,223.23
10	CITY SIDEWALK, PCC, 4" THICK	895	SY	27.00	24,165.00
11	CITY SIDEWALK, PCC, 6" THICK (ADA RAMPS)	45	SY	27.00	1,215.00
12	DETECTABLE WARNING PANELS (ADA RAMPS)	60	SF	27.00	1,620.00
21	STRIP TOP SOIL	1161.78	CY	2.00	2,323.56

310,448.79

10' Trail and City Sidewalks

409	Subgrade Prep Sidewalks	930	SY	1.75	1,627.50
410	Subbase Prep Sidewalks	255.49451	TN	18.97	4,846.73
411	5" PCC Recreation Trail (Lot 1)	930.00444	SY	33.00	30,690.15
412	6" PCC Recreation Trail - ADA Ramps (Lot 1)	177.77778	SY	54.50	9,688.89
413	ADA Detectable Warnings	160	SF	29.00	4,640.00
414	STRIP TOP SOIL	623.59	CY	2.00	1,037.72
415	Respread Topsoil	124.718	CY	17.30	1,795.26
416	HYDRO SEEDING	3844.44	SF	0.40	1,279.51

55,605.76

Water Main Hudson and Ridgeway

1	12" Water Main, DIP LF 80	931.33	LF	80.00	74,506.40
2	12" Gate Valve EA 1,650	3	EA	1,650.00	4,950.00
3	16" Water Main, DIP LF 105	1420	LF	105.00	149,100.00
4	16" Gate Valve EA 1,950	1	EA	1,950.00	1,950.00
5	FIRE HYDRANT ASSEMBLY (removed per CFU)	0	EA	4,320.00	0.00

230,506.40

Plus 20%

Subtotal	1,049,235.45
	209,847.09
Total	1,259,082.54

SURETY BOND NO. NIA2065

PERFORMANCE AND PAYMENT BOND

KNOW ALL BY THESE PRESENTS:

That we, CF Gateway Park, Inc., as Principal (hereinafter the "Principal") and Merchants National Bonding, Inc., as Surety are held and firmly bound unto the **City of Cedar Falls, Iowa**, as Obligee (hereinafter referred to as "the City"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the amount of One Million Two Hundred Fifty-Nine Thousand Eighty-Two and 54/100 dollars (\$ 1,259,082.54), 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.

WHEREAS, the Principal proposes to develop a subdivision named Gateway Business Park at Cedar Falls I in the City of Cedar Falls, Iowa (the "Plat") on a parcel of land and has submitted a final plat which has not yet been approved; and

WHEREAS, the Principal desires to obtain final plat approval and to initiate work to install the required public improvements within the Plat; and

WHEREAS, the City's Subdivision Ordinance requires that all necessary public improvements shall be installed and accepted before the final plat of any subdivided area shall be approved and recorded, or that in lieu of final completion of the required public improvements and before the final plat is finally approved, the subdivider shall enter into a Contract for Completion of Improvements (hereinafter the "Contract") with the City to ensure the completion within a specific time frame of all the required public infrastructure improvements as required as part of the final plat approval, to conform with approved construction plans which meet the design standards and technical standards established for such public improvements by the City and by Cedar Falls Utilities, and as shown on the approved construction plans and described in detail as follows:

Public Improvements per Exhibit "B" In connection with Gateway Business Park at Cedar Falls I

and

Whereas, the performance of the Contract is secured by the filing of this Performance and Payment Bond in the name of the Principal; and

Whereas, the Principal represents that it will construct and install all required improvements in accordance with the design standards established for such improvements by the City and Cedar Falls Utilities as shown on the approved construction plans for the Project;

The conditions of the above obligations are such that whereas the Principal of the land being platted has entered into the Contract with the City to ensure the completion of the improvements within a specific time;

Now therefore, it is expressly understood and agreed by the Principal and Surety in this Bond that the following provisions are a part of this Bond and are binding upon said Principal and Surety, to-wit:

1. **PERFORMANCE:** The Principal shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of the Contract and all approved construction plans for all required public infrastructure improvements which meet the design standards and technical standards established for such public improvements by the City and by Cedar Falls Utilities (hereinafter collectively, the "Contract Documents"), by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the City from all outlay and expense incurred by the City by reason of the Principal's default or failure to perform as required.

Item G.2.I.

(CON'T – PERFORMANCE AND PAYMENT BOND)

The Principal 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 Principal and the Surety on this Bond hereby agree 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 Principal or any subcontractor.

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

3. **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 Principal 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.

The Principal and every Surety on this 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 City 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, attorney's fees (including overhead expenses of the City's staff attorneys), and all costs and expenses of litigation as they are incurred by the City. It is intended the Principal and Surety will defend and indemnify the City on all claims made against the City on account of Principal's failure to perform as required in this Bond, that all agreements and promises set forth in this Bond will be fulfilled, and that the City will be fully indemnified so that it will be put into the position it would have been in had the infrastructure improvements been constructed in the first instance as required.

(CON'T -- PERFORMANCE AND PAYMENT BOND)

In the event the City incurs any "outlay and expense" in defending itself against any claim as to which the Principal or Surety should have provided the defense, or in the enforcement of the promises given by the Principal in the Contract, or in the enforcement of the promises given by the Principal and Surety in this Bond, the Principal and Surety agree that they will make the City 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 the United States District Court for the Northern District of Iowa or the Iowa District Court for Black Hawk County, State of Iowa. If legal action is required by the City to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the City, the Principal and the Surety agree, jointly, and severally, to pay the City all outlay and expense incurred therefor by the City. All rights, powers, and remedies of the City hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the City, by law. The City may proceed against Surety for any amount guaranteed hereunder whether action is brought against the Principal or whether Principal 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 approved construction plans now on file in the City Engineer's office and the Contract, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a word, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond and the Contract; second, if not defined in the Bond and the Contract, 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 is hereby made a part of this Bond.

Item G.2.I.

(CON'T – PERFORMANCE AND PAYMENT BOND)

Project No. _____

Witness our hands, in triplicate, this 29th day of May, 2018.

PRINCIPAL:

CF Gateway Park, Inc.
Principal

By:  _____
Signature

Atul Patel, President
Title

SURETY:

Merchants National Bonding, Inc.
Surety Company

By:  _____
Signature Attorney-in-Fact

Anne Crowner
Printed Name of Attorney-in-Fact

Holmes, Murphy and Associates, LLC
Surety Company Name

P.O. Box 9207
Surety Company Address

Des Moines, IA 50306-9207
City, State, Zip Code

(515) 223-6800
Surety Company Telephone Number

NOTE:

1. All signatures on this performance and payment 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.

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SURETY BOND NO. NIA2065

MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, CF Gateway Park, Inc., as Principal (hereinafter the "Principal") and Merchants National Bonding, Inc., as Surety are held and firmly bound unto the City of Cedar Falls, Iowa, as Obligee (hereinafter referred to as "the City"), and to all persons who may be injured by any breach of any of the conditions of this Maintenance Bond (hereinafter referred to as "Bond") in the amount of One Million Forty-Nine Thousand Two Hundred Thirty-Five and 45/100 dollars (\$ 1,049,235.45), 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.

Whereas, prior to City Council approval of a final plat of a subdivided area, the Principal shall submit to the City Engineer this Bond to provide for the protection of the City against future liability for any and all defects in workmanship or materials and any conditions that could result in structural or other failure of all of the public infrastructure improvements required as part of final plat approval for a period of three (3) years from the date of acceptance of any required public improvement which is the _____ day of _____, _____; and

Whereas, the Principal represents that it has constructed and installed all required public infrastructure improvements as required as part of the final plat approval, to conform with approved construction plans which meet the design standards and technical standards established for such public improvements by the City and by Cedar Falls Utilities, and as shown on the approved construction plans and described in detail as follows:

Public Improvements per Exhibit "B" In connection with Gateway Business Park at Cedar Falls I

Now therefore, it is expressly understood and agreed by the Principal and Surety in this Bond that the following provisions are a part of this Bond and are binding upon said Principal and Surety, to-wit:

1. MAINTENANCE: The Principal and 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 performed on the above described public infrastructure improvements required as part of final plat approval for a period of three (3) years from the date of acceptance of all required public infrastructure improvements, 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 City's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the City all outlay and expense incurred as a result of Principal's and Surety's failure to remedy any defect as required by this section.
 - D. Following Principal and Surety's repair and construction of any failed infrastructure component or elements the City Engineer shall determine whether the three-year bond shall be renewed or extended beyond the original three-year bond period. In the event of major structural failures the maintenance bond shall be renewed if recommended by the

Item G.2.I.

City Engineer for a new three-year period from the date of repair for that portion of the public improvements involved in the structural failure and repair

2. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
 - A. That this Bond shall remain in full force and effect until the maintenance period is completed, whether completed within the specified three (3) year period or within an extension thereof, as provided in Section 1-D.
 - B. That no provision of this Bond or of any other contract shall be valid that limits to less than five years after the date of acceptance the right to sue on this Bond.
 - C. 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 City 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, attorney's fees (including overhead expenses of the City's staff attorneys), and all costs and expenses of litigation as they are incurred by the City. It is intended the Principal and Surety will defend and indemnify the City on all claims made against the City on account of Principal's failure to perform as required in this Bond, that all agreements and promises set forth in this Bond will be fulfilled, and that the City will be fully indemnified so that it will be put into the position it would have been in had the infrastructure improvements been constructed in the first instance as required.
 - D. In the event the City incurs any "outlay and expense" in defending itself against any claim as to which the Principal or Surety should have provided the defense, or in the enforcement of the promises given by the Principal in the approved construction plans, or in the enforcement of the promises given by the Principal and Surety in this Bond, the Principal and Surety agree that they will make the City 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 the United States District Court for the Northern District of Iowa or the Iowa District Court for Black Hawk County, State of Iowa. If legal action is required by the City to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the City, the Principal and the Surety agree, jointly, and severally, to pay the City all outlay and expense incurred therefor by the City. All rights, powers, and remedies of the City hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the City, by law. The City may proceed against surety for any amount guaranteed hereunder whether action is brought against the Principal or whether Principal 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 approved construction plans 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 and the approved construction plans; second, if not defined in this Bond and the approved construction plans, 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 approved construction plans are hereby made a part of this Bond.

Witness our hands, in triplicate, this 29th day of May, 2018.

Countersigned By:

Not Required

Signature of Agent

Printed Name of Agent

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

PRINCIPAL:

CF Gateway Park, Inc.

Principal

By:

Atul Patel, President

Title

SURETY:

Merchants National Bonding, Inc.

Surety Company

By:

Anne Crowner

Printed Name of Attorney-in-Fact

Holmes, Murphy and Associates, LLC

Company Name

P.O. Box 9207

Company Address

Des Moines, IA 50306-9207

City, State, Zip Code

(515) 223-6800

Company Telephone Number

NOTE:

1. All signatures on this 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.

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Item G.2.I.

**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,

Anne Crowner; Brian M Deimerly; Cameron M Burt; Cindy Bennett; Craig E Hansen; Dana Wiebers; Dione R Young; Jay D Freiermuth; Jody Decker; Kami Brower; Kathleen Brewer; Kevin J Knutson; Michelle R Gruis; Seth D Rooker; Shirley S Bartenhagen; Stacy Venn; Tim McCulloh; Wendy A Casey

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 23rd day of April, 2018.

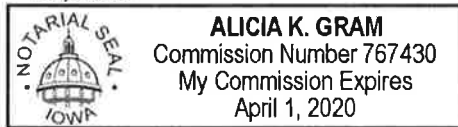


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this this 23rd day of April 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 29th day of May, 2018.



William Warner Jr.
Secretary



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, CIP Project Supervisor

DATE: May 30, 2018

SUBJECT: 2018 Construction Observation & Testing Services Project
Clapsaddle Garber Associates, Inc.
Project No: SU-000-3159

Attached is the Professional Services Agreement with Clapsaddle Garber Associates, Inc. for the construction related services on new subdivisions.

In accordance with subdivision chapter of the City Code, Section 24-5.2 - Inspection states that "all improvements shall be inspected to insure compliance with the requirements of this ordinance. The cost of such inspection shall be borne by the subdivider, and shall be the actual cost of the inspection to the city." The cost of the construction related services under this agreement will be billed to the developers.

The Engineering Division requests your consideration and approval of the Professional Services Agreement with Clapsaddle-Garber Associates, Inc. for construction related engineering services during the construction of the public improvements for the 2018 construction season. If you have any questions or comments feel free to contact me.

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



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

2018 Construction Observation & Testing Services

Cedar Falls, Iowa

City Project Number: SU-000-3159

This Agreement is made and entered by and between Clapsaddle-Garber Associates, 5106 Nordic Drive, Cedar Falls, Iowa, 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

Item G.2.m.

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

Compensation for the services shall be on an hourly basis in accordance with the hourly fees and other direct expenses as shown in Exhibit D. Supplemental Agreements may be prepared between CLIENT and CONSULTANT for each project, further defining project scope and compensation.

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

VII. TERMINATION

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

VIII. OWNERSHIP OF DOCUMENTS

- (a) Sealed original drawings, specifications, final project specific calculations and other instruments of service which CONSULTANT prepares and delivers to CLIENT pursuant to this Agreement shall become the property of CLIENT when CONSULTANT has been compensated for Services rendered. CLIENT shall have the right to use such instruments of service solely for the purpose of the construction, operation and maintenance of the Facilities. Nothing contained in this paragraph shall be construed as limiting or depriving CONSULTANT of its rights to use its basic knowledge and skills to design or carry out other projects or work for itself or others, whether or not such other projects or work are similar to the work to be performed pursuant to this Agreement.
- (b) Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced and CONSULTANT makes no warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict between the sealed original drawings and the electronic files, the sealed drawings will govern.

IX. MEANS AND METHODS

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

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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: James P. Brown

Printed Name: Matt Garber

Title: Mayor of Cedar Falls

Title: President

Date: _____

Date: 5/30/2018

Exhibit A

**2018 Construction Observation & Testing Services
Cedar Falls, Iowa
City Project Number SU – 000 – 3159**

1. Resident Construction Observation and Testing:
 - a. Construction Testing – CGA operates a lab and employs technicians that can perform a variety of materials testing, including the following: standard and modified proctor density; soil moisture content; field moisture & density; PCC slump testing; air entrainment; casting, curing, and testing of concrete cylinders and beams; ACC field temperature testing and field temperature testing and field density determination. A CGA construction technician shall provide periodic site visits during construction for these services as requested by the City.
 - b. Resident Construction Observation – A resident construction observer will be provided as needed during construction activities. Duties and responsibilities of the observer will include checking compliance of the construction with the plans and specifications, record and document the contractor's activities, prepare related reports, and serve as the Project Engineer's liaison with the Contractor. The resident construction observer will also serve as the testing technician when possible, reducing the need for multiple personnel on-site.

Exhibit B

**2018 Construction Observation & Testing Services
Cedar Falls, Iowa
City Project Number SU – 000 – 3159**

Original 12/13/11
Revision 01/31/2017

**INSURANCE REQUIREMENTS FOR
CONTRACTORS FOR THE CITY OF CEDAR FALLS**

*** This document outlines the insurance requirements for all Contractors who perform work for the City of Cedar Falls. The term “contractor” as used in this document shall be defined as the general contractor, artisan contractor, or design contractor that will be performing work for the City of Cedar Falls under contract.

1. All policies of insurance required hereunder shall be with an insurer authorized by law to do business in Iowa. All insurance policies shall be companies satisfactory to the City and have a rating of A-, VII or better in the current A.M. Best Rating Guide.
2. All Certificates of Insurance required hereunder shall include the Cancellation & Material Change Endorsement. A copy of this endorsement is attached in Exhibit 1.
3. Contractor shall furnish a signed Certificate of Insurance to the City of Cedar Falls, Iowa for the coverage required in Exhibit 1. Such Certificates shall include copies of the following endorsements:
 - a) Commercial General Liability policy is primary and non-contributing
 - b) Commercial General Liability additional insured endorsement – See Exhibit 1
 - c) Governmental Immunities Endorsement – See Exhibit 1

Copies of additional insured endorsements, executed by an authorized representative from an Insurer duly licensed to transact business at the location of the jobsite, must be provided prior to the first payment.

Contractor shall, upon request by the City, provide Certificates of Insurance for all subcontractors and sub-sub contractors who perform work or services pursuant to the provisions of this contract.

Item G.2.m.

2018 Construction Observation & Testing Services

Cedar Falls, Iowa

City Project No. SU-000-3159

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

Item G.2.m.

2018 Construction Observation & Testing Services

Cedar Falls, Iowa

City Project No. SU-000-3159

Contractor pursuant to the provisions of this contract, except for and to the extent caused by the negligence of the City of Cedar Falls, Iowa.

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

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

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

Completion Checklist

- Certificate of Liability Insurance (2 pages)
- Additional Insured CG 20 10 07 04
- Additional Insured CG 20 37 07 04
- Governmental Immunities Endorsement

EXHIBIT 1 – INSURANCE SCHEDULE**General Liability (Occurrence Form Only):**

Commercial General Liability	
General Aggregate	\$2,000,000
Products-Completed Operations Aggregate Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage Limit (any one occurrence)	\$ 50,000
Medical Payments	\$ 5,000

Automobile: (Combined Single Limit) \$1,000,000

If the Contractor does not own any vehicles, coverage is required on non-owned and hired vehicles.

Standard Workers Compensation

Statutory for Coverage A	
Employers Liability:	
Each Accident	\$ 500,000
Each Employee – Disease	\$ 500,000
Policy Limit – Disease	\$ 500,000

Umbrella: \$3,000,000

The Umbrella/Excess Insurance shall be written on a per occurrence basis and if the Umbrella/Excess is not written on a follow form basis it shall have the same endorsements as required of the primary policy(ies).

Errors & Omissions: \$1,000,000

**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.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

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1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All terms and conditions of this policy apply unless modified by this endorsement.

POLICY NUMBER:

**COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Location And Description Of Completed Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at

the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

All terms and conditions of this policy apply unless modified by this endorsement.

Consultant
Project No. _____

2018 Construction Observation & Testing Services
Cedar Falls, Iowa
City Project No. SU – 000 – 3159

Exhibit C

**2018 Construction Observation & Testing Services
Cedar Falls, Iowa
City Project Number SU – 000 – 3159**

2/9/12

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

This document outlines the Standard Terms and Conditions for all Contractors who perform work or services for the City of Cedar Falls under a contract. The term, “Contractor,” as used in this document, includes an engineer, an architect, and any other design professional providing professional services to the City of Cedar Falls, Iowa, under a contract (but excludes construction contractors).

1. This Contract may not be modified or amended except by a writing signed by an authorized representative of the City of Cedar Falls and of the Contractor.
2. Time is of the essence of this Contract.
3. Contractor shall be an independent contractor with respect to the services to be performed under this Contract. Neither Contractor nor its subcontractors, agents, or employees, shall be deemed to be employees or agents of the City.
4. Contractor shall perform all duties in accordance with all applicable federal, state and local laws and regulations.
5. If Contractor breaches this Contract, the City shall have all remedies available to it at law or in equity.
6. Severability. If any provision of this Contract is declared invalid, illegal, or incapable of being enforced by any court of competent jurisdiction, all of the remaining provisions of this Contract shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.
7. Assignment. Contractor may not assign this Contract or any of its rights or obligations hereunder, without the prior written consent of the City, which consent may be withheld in the sole and absolute discretion of the City.
8. Survival of Obligations. All obligations and duties which by their nature extend beyond the term of this Contract shall survive the expiration or termination of this Contract.

Item G.2.m.

Consultant
Project No. _____

2018 Construction Observation & Testing Services
Cedar Falls, Iowa
City Project No. SU – 000 – 3159

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.

Consultant
Project No. _____

2018 Construction Observation & Testing Services
Cedar Falls, Iowa
City Project No. SU – 000 – 3159

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.

Exhibit D



Hourly Rate Schedule
Clapsaddle-Garber Associates, Inc.

The following hourly rates shall be effective through December 31, 2018.

Partner	\$195.00	Sr. Professional Land Surveyor	\$115.00
Principal	\$150.00	Professional Land Surveyor	\$95.00
Sr. Project Manager	\$130.00	Sr. Lead Surveyor	\$90.00
Project Manager	\$110.00	Lead Surveyor	\$70.00
Sr. Project Engineer	\$100.00	Survey Tech	\$55.00
Project Engineer	\$96.00	Summer Intern	\$45.00
Sr. Design Engineer	\$86.00		
Design Engineer	\$76.00	Survey Crew (One Person).....	\$75.00
		Survey Crew (Two Person).....	\$120.00
Sr. Design Tech	\$70.00		
Design Tech	\$65.00	Construction Project Manager	\$85.00
Sr. CADD Tech.....	\$63.00	Sr. Construction Tech	\$65.00
CADD Tech	\$55.00	Construction Tech	\$55.00
		Lab Manager	\$72.00
Planner, Project Manager.....	\$105.00		
Aviation Specialist.....	\$85.00	Sr. Administrative Assistant	\$60.00
ROW Agent	\$78.00	Administrative Assistant.....	\$55.00

Expenses: In addition to the above hourly labor rates, expenses shall be reimbursed in accordance with the following. Vehicle mileage shall be reimbursed at \$0.65 per mile for automobiles/light trucks and \$1.00 per mile for survey equipment vehicles. ATV's shall be reimbursed at \$55 per day, Total Station/GPS survey equipment shall be reimbursed at \$25 per hour and office CAD equipment at \$5 per hour. All other expenses incurred in connection with the services provided shall be reimbursed at the rate of the actual costs incurred.



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, CIP Project Supervisor

DATE: May 30, 2018

SUBJECT: Supplemental Agreement No. 1
Clapsaddle Garber Associates, Inc.
Construction Related Services – Gateway Business Park

The City of Cedar Falls entered into a Professional Services Agreement with Clapsaddle-Garber Associates (CGA) on June 4th, 2018 for construction related services.

The Engineering Division requests approval of the attached Supplemental Agreement No. 1 for the construction related engineering services on the Gateway Business Park.

In accordance with subdivision chapter of the City Code, Section 24-5.2 - Inspection states that “all improvements shall be inspected to insure compliance with the requirements of this ordinance. The cost of such inspection shall be borne by the subdivider, and shall be the actual cost of the inspection to the city.” The cost of the construction related services under this agreement will be billed to the developers.

The Engineering Division requests your consideration and approval of the Supplemental Agreement No. 1 with Clapsaddle-Garber Associates, Inc. for construction related engineering services during the construction of the public improvements for the 2018 construction season. If you have any questions or comments feel free to contact me.

att

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



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

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

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

SUPPLEMENTAL AGREEMENT NO. 1

2018 Construction Observation and Testing Services Agreement for
Gateway Business Park,
Cedar Falls, Iowa

WHEREAS, a Professional Services Agreement was entered into by the City of Cedar Falls, Iowa (Client), and Clapsaddle-Garber Associates (Consultant), of Cedar Falls, Iowa, dated _____ for construction observation and testing services; and

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

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

I. SCOPE OF SERVICES

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

The Construction Observation and Testing Services shall include the following project:

- A. Gateway Business Park; the construction period shall be assumed to be 20 weeks in length, with approximately 20 hours of construction observation or technician activities per week.
B. All other services listed in Scope of Service shall be provided as originally presented in the Professional Services Agreement dated_____.

II. COMPENSATION

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

- A. Total compensation for Gateway Business Park is a not to exceed fee of Thirty Six Thousand Dollars (\$36,000.00).
B. Compensation assumes project length and approximate hours per week of technician activities in Section IA above. Contract amount may be amended if construction length or hours per week of technician activities deviates from the assumed construction length or hours per week of technician activities in Section IA.

Item G.2.n.

Clapsaddle-Garber Associates
Project No. 5557

Construction Observation and Testing Services
Cedar Falls, Iowa

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

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

APPROVED FOR CLIENT

APPROVED FOR CONSULTANT

By: _____

By:  _____

Printed Name: _____

Printed Name: Matt D. Garber

Title: _____

Title: President

Date: _____

Date: 5/30/2018



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor James P. Brown and City Council
FROM: Shane Graham, Planner II
DATE: May 31, 2018
SUBJECT: Holiday Inn & Suites/Conference Center Site Plan Review

REQUEST: Site plan approval for a new 126-room hotel and 31,142 square foot conference center.

PETITIONER: CF Gateway Park, Inc. (owner); Shive-Hattery (engineer); Russell Construction. (contractor); Tushie Montgomery Architects (architect)

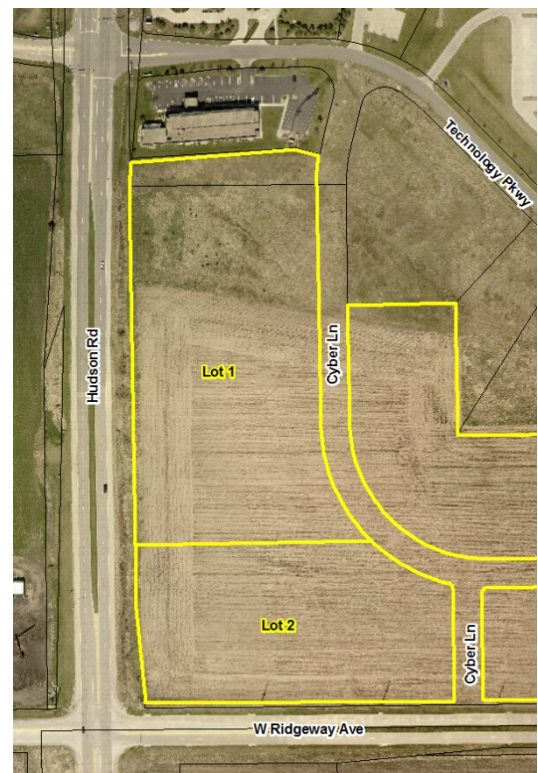
LOCATION: Lot 1 of Gateway Business Park at Cedar Falls

PROPOSAL

It is proposed to construct a new 4-story, 126-room Holiday Inn & Suites Hotel on an 8.98 acre parcel located within a new development located south of Technology Parkway and North of W Ridgeway Avenue (Lot 1 on the image to the right). Attached to the hotel will also be a new single-story, 31,142 square foot conference center. A future hotel is also shown on the site plan at the north end of the parcel, but it is not part of this site plan review request. The site will provide parking for their guests and employees, and includes a drive-up canopy along the south side of the building in front of the hotel and along the west side in front of the conference center.

BACKGROUND

The applicant recently purchased the 46-acre parcel in order to develop it into commercial and/or office uses. This report will focus on Lot 1 of this development only, along with the site development elements of this project.



Item G.2.o.

ANALYSIS

The property is zoned HWY-1, Highway Commercial District, which is intended to promote general services commercial uses intended to serve a broader market area (i.e. City-wide or regional customer base). The property is also located within the Highway 20 Overlay Zoning District, which provides enhanced development guidelines for commercial uses located within this corridor. The ordinance requires detailed site plan review prior to approval in order to ensure that the development site satisfies a number of basic aesthetic standards. Attention to details such as parking, open green space, landscaping, signage, building design and other similar factors help to ensure orderly development in the entire area. Following is a review of the zoning ordinance requirements:

- 1) Use: A hotel and conference center can have a regional customer base, thus fitting within the permitted uses of the HWY-1 District. Such a use is also allowed within the Highway 20 Overlay Zoning District. **Use is allowed.**
- 2) Setbacks: 20-ft. setbacks are required along the edge of the district and along any internal streets/principal access ways. These areas must be landscaped. Open space and landscaping is shown on the plan within these areas. Both the hotel and conference center meet the setback requirements. **Building setbacks are satisfied.**
- 3) Parking/Access: A hotel is required to provide 1 parking space for each guest room, plus 1 parking space for every 2 employees. A conference center is required to provide 1 parking space for every 200 square feet of floor area, plus 1 parking space for every 2 employees. Based on the number of rooms in the hotel (126), conference center area (34,310 SF), and employees (90), the site will be required to provide 343 parking spaces. The site plan provided shows 394 parking stalls, which exceeds the required amount by 51 parking spaces.

Access to the property will be gained from four different locations. There are two right-in/right-out accesses shown from Hudson Road. These accesses will also include an approximate 100 foot turn lane in order to get traffic safely off of Hudson Road and into the site. Also, there are three accesses being proposed from Cyber Lane. Two of the accesses would be for general traffic to the site, while the third access would be mainly for deliveries and trash removal. Cyber Lane will be a new road that will be extended from Technology Parkway to the north and connect with W Ridgeway Avenue to the south. This will be a typical 31-foot wide street. **Overall, the submitted parking lot and access plan is satisfied.**

- 4) Open Green Space: This property is located within the Highway 20 Commercial Corridor Overlay Zoning District. This overlay district requires that open green space/landscape area be provided at the rate of 15% of the development site. Following is a summary from the landscape plan that details how this provision is met.

Development Site	391,025 SF	
Required Open/Green Space	58,653 SF	15%
Provided Open/Green Space	63,754 SF	16.4%

Landscaping is shown throughout the site, both around the building as well as within the parking lot and along the street frontages. **The open green space exceeds the minimum requirement and is well distributed.**

- 5) Landscaping: The Highway 20 Commercial Corridor Overlay Zoning District requires landscaping at the rate of 0.02 points per sq. ft. of total development site area. Following are the requirements for the convention center site and new hotel site and what is proposed.

<i>Description</i>	<i>Required</i>	<i>Proposed</i>
Development Lot 391,025 * .02	7,821 pts.	9,450 pts.
Parking lot trees 422/15 = 29 trees @ 80 pts.	2,320 pts.	2,800 pts.
Street Tree Planting (.75 points per linear foot → 1,628' on Hudson Rd and Cyber Ln)	1,221 pts.	1,260 pts.
	11,362 pts	13,510 pts

As detailed in the table, trees are required in the vehicular use area at the rate of one tree per 15 parking spaces. With a total buildout of 394 parking spaces, 27 trees would be required. The landscape plan shows a total of 35 trees, which would meet the requirement.

In addition to parking lot trees, there are trees located along the street frontages, with shrubs and additional trees being located around each of the buildings. In total, there will be over 200 deciduous and evergreen trees planted on the site. **Landscaping requirements are met.**

- 6) Sidewalks/Recreational Accommodations: A new 10-foot wide recreational trail will be installed along Hudson Road. A connection from this trail to the property is shown near the south access off of Hudson Road. This trail will eventually lead south and connect to W Ridgeway Avenue, and then head east to connect to the existing trail located at Chancellor Drive. This trail will be installed by the developer as the property is developed. Also, a new 5' wide sidewalk will also be installed along Cyber Lane, and would have a connection point to the hotel site near the south entrance. **Trail/sidewalk plan satisfied.**
- 7) Building Design: The HWY-1, Highway Commercial District states that all structures established within the district shall be reviewed for architectural compatibility with surrounding structures. Below is a review on the elements that are to be addressed.

Proportion: The relationship between the width and height of the front elevations of adjacent buildings shall be considered in the construction or alteration of a building; the relationship of width to height of windows and doors of adjacent buildings shall be considered in the construction or alteration of a building.

The scale and proportion of the new hotel will be similar to the existing hotel located adjacent to the north. That hotel is 3 stories in height, while this hotel will be 4 stories in height. The conference center portion of the building will be one story in height. There is not

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a lot of development located adjacent to this property, however most of the office buildings located within the technology park nearby range from 1-3 stories in height.

Roof shape, pitch, and direction: The similarity or compatibility of the shape, pitch, and direction of roofs in the immediate area shall be considered in the construction or alteration of a building.

The design of the hotel/conference center includes a flat roof with a parapet wall. The hotel to the north, as well as a number of industrial and office uses nearby, utilize flat roofs as well.

Pattern: Alternating solids and openings (wall to windows and doors) in the front facade and sides and rear of a building create a rhythm observable to viewers. This pattern of solids and openings shall be considered in the construction or alteration of a building.

The building was created with a contemporary design approach to meet the standards of the hotel company while also adapting to local conditions resulting in a more custom design for the building. Exterior materials were designed with a strong masonry base, such as the brick and stone, with a consistent pattern to the middle of the building and a defined top with an enhanced cornice.

Materials and texture: The similarity or compatibility of existing materials and textures on the exterior walls and roofs of buildings in the immediate area shall be considered in the construction or alteration of a building. A building or alteration shall be considered compatible if the materials and texture used are appropriate in the context of other buildings in the immediate area.

Stone, brick, stucco, and glass are the exterior materials that will be found on the hotel building. The conference center portion of the building will utilize stone and brick. Similar materials are found on nearby structures, as the hotel to the north utilizes brick on its first floor and EIFS on its 2nd and 3rd floors. Many of the other buildings within the area also utilize a combination of brick, glass and EIFS materials. In total, the building will be made up of 57% stucco, 28% brick, 7% stone and 7% metal paneling (found with the glass on the front and rear portion of building where the signage will be located).

Brick and stone materials are found on the first level of the hotel and conference center building. The stucco material on the building will come in two different colors (gray and white), with a horizontal pattern along the area where the hotel rooms are located and a vertical pattern near the entrance on each side of the main glass feature.

Color: The similarity or compatibility of existing colors of exterior walls and roofs of buildings in the area shall be considered in the construction or alteration of a building.

Many of the existing buildings in this area utilize a neutral color exterior, which include brown, tan, and cream. Some buildings also utilize red or gray tones as well. This design shows that the stucco colors on the building will be gray and white, with reddish-brown brick materials and gray stone materials.

This building will include two different colors of stucco on the hotel building. The image below is a color rendering showing the two different colors of stucco materials and their pattern on the building.



Architectural features: Architectural features, including but not limited to, cornices, entablatures, doors, windows, shutters, and fanlights, prevailing in the immediate area, shall be considered in the construction or alteration of a building. It is not intended that the details of existing buildings be duplicated precisely, but those features should be regarded as suggestive of the extent, nature, and scale of details that would be appropriate on new buildings or alterations.

Architectural features of the hotel/conference center include large ground to ceiling windows along the front and rear of the hotel. The hotel building has a prominent raised center element to create a visual centerpiece to the building. Windows are found in every hotel room, however additional windows are found near the entrance to give it a more appealing look and to allow more natural light into the main lobby area of the hotel.



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Overall, the design of the proposed hotel/conference center is architecturally compatible with other buildings in the surrounding area.

- 8) Trash Dumpster Site: The trash dumpsters will be entirely located within the building, where an overhead door can be opened to allow for emptying the contents. This door to the trash dumpster will be located on the east end of the building, near the middle access from Cyber Lane. **Dumpster enclosure plan is acceptable.**

- 9) Lighting Plan: The HWY-1 District regulations do not have specific lighting design guidelines. The site plan shows the location of light poles throughout the site. The parking lot lights will be mounted atop a 20' tall light pole and will include both single head and dual head fixtures. These fixtures will be housed in a die-cast aluminum housing with LED lights. Also, wall pack lights will be located on the walls of the building in various locations, and recessed downlights will be located within the drive-up canopies. **Lighting plan is acceptable.**



LED Parking Lot Fixture

- 10) Signage: Several monument signs are illustrated on the site plan near 3 out of the 4 entrances to the property. The main sign, located at the southwest corner of the property along Hudson Road, will be 21 feet in height and 51 square feet in area. The sign will sit on a brick base that matches the color of the brick on the building. Below the sign lettering will be an LED reader board for messaging.

One smaller 7'6" tall, 32 square foot sign will be located at the northwest entrance onto the property, which is along Hudson Road. This sign will also have a brick base, but will not have an LED reader board. The last monument sign will be located at the southeast corner of the property along Cyber Lane, and will be 7 feet in height with a size of 15 square feet. This sign will also have a brick base, and no LED reader board.



The signage requirements for the Highway 20 Commercial Corridor Overlay District state that one freestanding sign may be allowed that does not exceed 25 feet in height and 200 square feet in area. The main monument sign would meet those requirements. Also, smaller monument signs, measuring no more than 15 feet in height and 150 square feet in area, are permitted, with a maximum of two such signs per parcel. There are only 2 such signs proposed, so the freestanding signage requirement would be met.

The proposed wall signs appear to be well within the District limitations of no larger than 20% of the wall area to which the wall sign is attached. However, this will be reviewed in detail at the time a sign permit is requested. **Signage plan is acceptable, subject to detailed review with a sign permit.**

- 11) Storm Water Management: A regional storm water detention basin will be located just to the north of the property to collect the storm water runoff from the site. The water runoff from the building and parking areas will be collected via intakes within the parking area and transferred via piping to the detention basin. **Stormwater Management Plan has been reviewed and approved by the Engineering Department.**

TECHNICAL COMMENTS

All of the technical comments noted by City staff have been addressed by the developer.

Water, electric, gas, and communications utility services are available to the site in accordance with the service policies of Cedar Falls Utilities. The property owner/contractor is responsible to extend all utility services to the building.

STAFF RECOMMENDATION

The Community Development Department recommends approval of the site plan for the new Holiday Inn and Suites Hotel and Conference Center.

PLANNING & ZONING COMMISSION

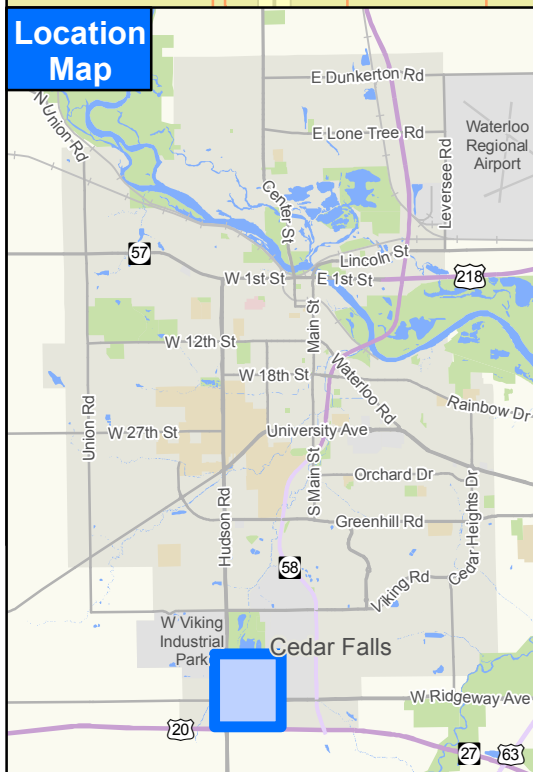
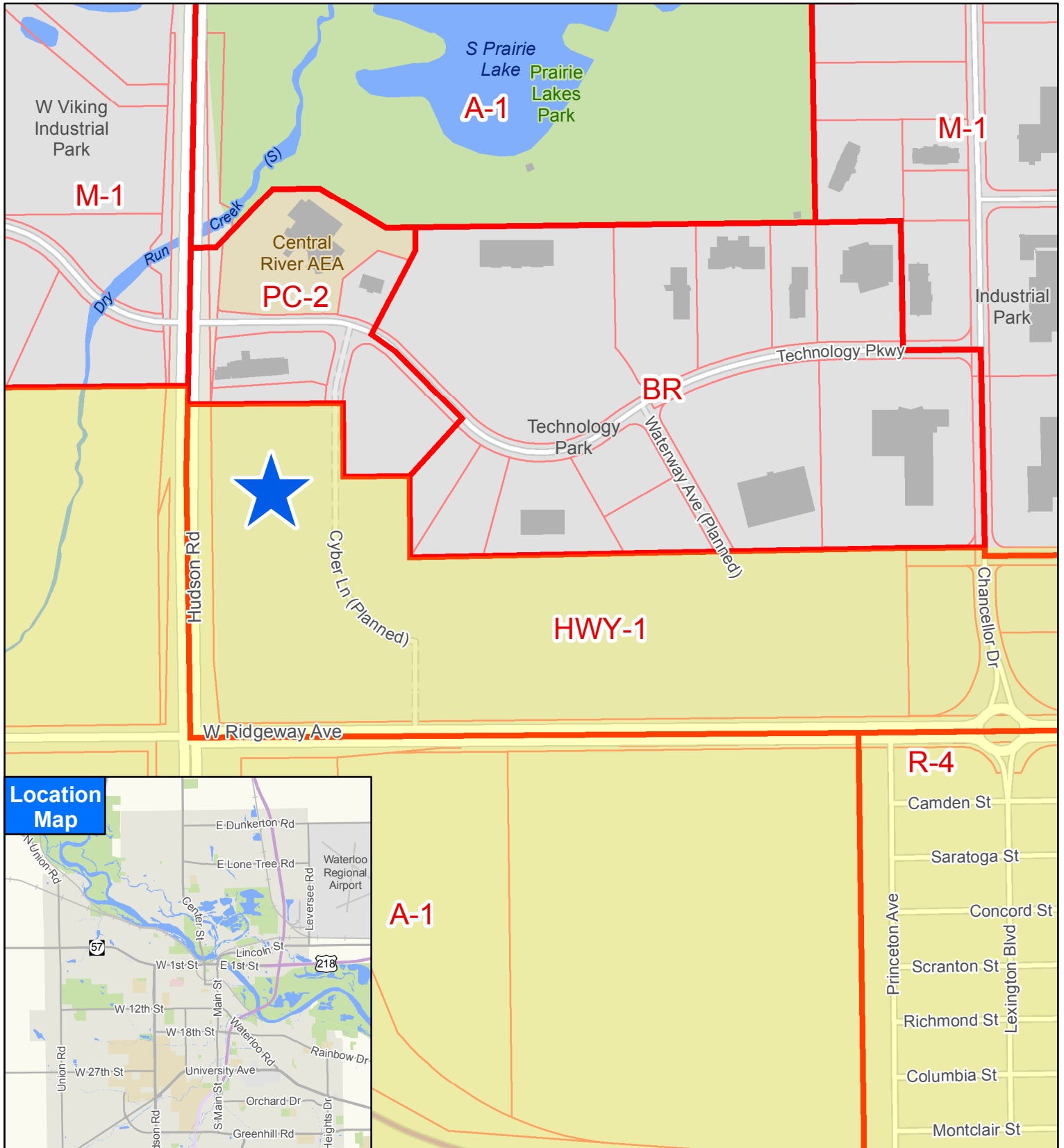
Discussion 2/14/2018 Chair Oberle introduced the item and Mr. Graham provided background information. Alisha Schmitz (2030 North Ridge Drive, Coralville) of Russell Development stated that they will be removing one of the monument signs that Mr. Graham had discussed to come into compliance with the sign regulations. She also discussed the two different colors of stucco that are proposed and asked for comments or opinions from the Commission.

Ms. Oberle asked to see the image of the stucco colors that had been discussed. Ms. Schmitz provided a summary of the proposed colors. Mr. Arntson stated that this is the first building you will see when entering the City and would like to see better renderings at the next meeting, showing more detail that better reflects the different colors. He feels that it is a substantial and significant investment coming to town. He also asked if there is a similar building that IHG has built to give an idea of how it would look. Ms. Schmitz explained that this particular building is more of a hybrid, but they can show some examples to help visualize the proposed building.

Vote 3/28/2018 Chair Oberle introduced the item and Mr. Graham provided background information, noting that this item was initially discussed with the Commission on February 14, 2018. He explained that the property is zoned HWY-1 Commercial, and is located near the corner of West Ridgeway Avenue and Hudson Road. This use is permitted in this zoning district. Mr. Graham showed renderings of the site plan, displaying the proposed elements. He also discussed the signage plan, stormwater management plan and building design, showing changes in the design since the last meeting. Staff recommends approval subject to additional comments or direction from the Commission.

Ms. Saul noted that she likes the change in color and the canopy. Mr. Arntson asked about the roads and entry points, of which Graham answered.

Mr. Leeper made a motion to approve. Mr. Wingert seconded the motion. The motion was approved unanimously with 9 ayes (Adkins, Arntson, Giarusso, Hartley, Holst, Leeper, Oberle, Saul and Wingert) and 0 nays.



Holiday Inn & Suites/Convention Center
Hwy-1 Site Plan Review



HOLIDAY INN & SUITES CONFERENCE CENTER

XXX HUDSON ROAD
CEDARFALLS, IOWA 50613

Project Description

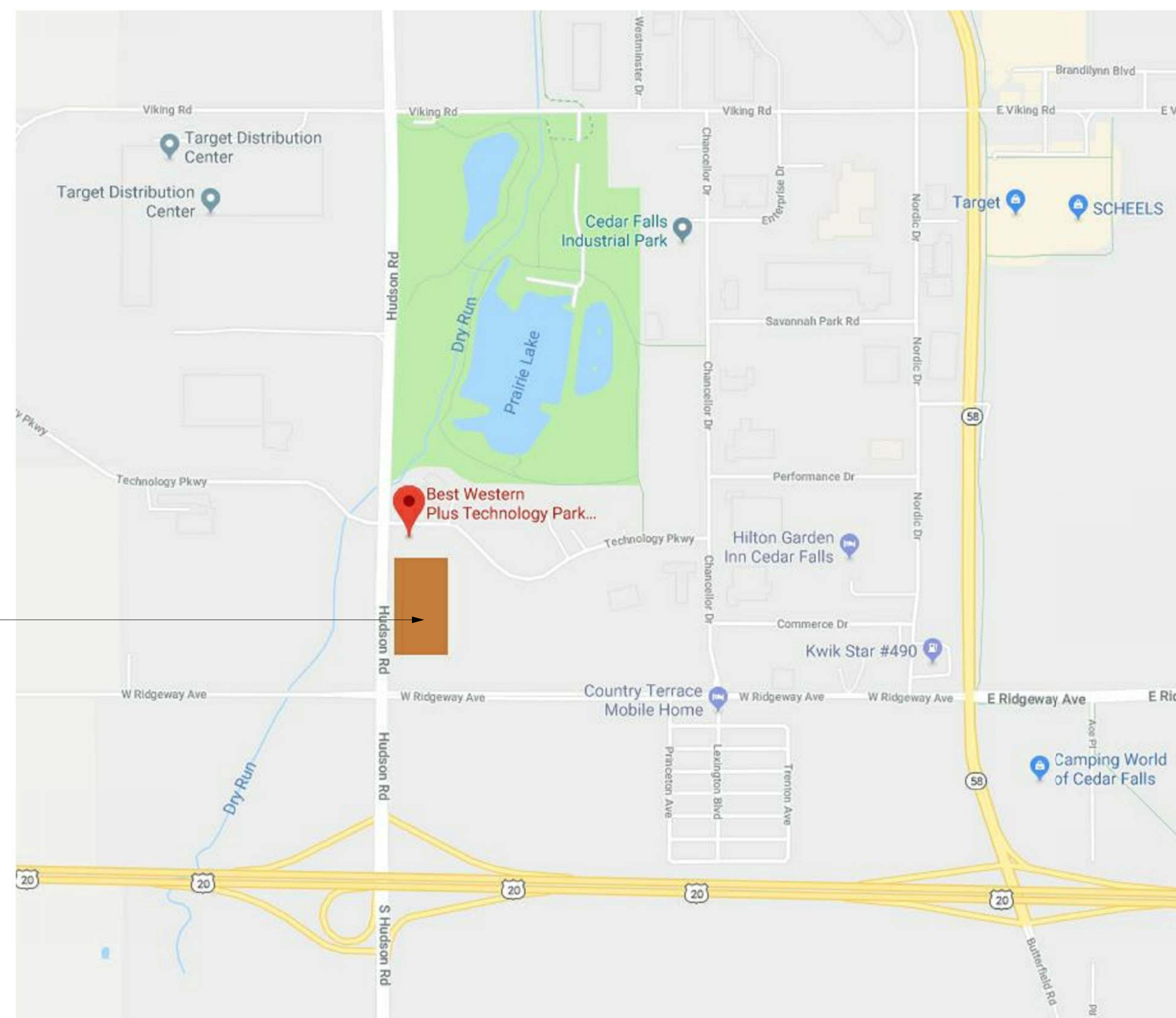
The proposed Holiday Inn and Suites Hotel and Conference Center is the first phase of the newly platted Gateway Business Park at Cedar Falls. The Business park is located on the south side of Cedar Falls, adjacent to the existing industrial park at the corner of Hudson Road and Ridgeway Avenue East.

The 6.6 Acre site is located off of the Hudson Road. It will accommodate the proposed Holiday Inn and Suites, the Conference Center and a future hotel on the north end of the site. The site expands the cities bike/walking trails along Hudson Road and Cyber Lane. Cyber Lane is proposed to extend to Ridgeway Avenue West. The site is heavily landscaped. Numerous outdoor patios surround the event center to extend the centers event space to the exterior. The storm retention ponds on the north and south sides of the site will be formed and landscaped to provide a natural setting creating a stunning center feature on the grounds. The design of this site will be the tone for the rest of the sites within the future business park.

The hotel is a four story wood structure clad in brick, stone, stucco and glass. The hotel has 126 guestrooms; single king, double queen, and suites with separate living and sleeping areas with kitchenettes. Amenities in the hotel include a full service restaurant and bar, conference rooms, swimming pool, exercise room, lounges, business center and guest laundry facilities. The hotel totals 86,700 sq.ft.

The Conference center is a one story steel and masonry structure clads in brick, stone, and glass. The center can be divided into many configurations and hold up to 1,200 people. This conference center will be a great amenity not only to the community but also the greater Cedar Falls/ Waterloo region.

PROJECT SITE



SITE LOCATION



GENERAL NOTES

ALL NECESSARY AND/OR REQUIRED TESTS, INSPECTIONS SHOP DRAWING REVIEWS AND DRAWING INTERPRETATIONS, REQUIRED BY THE GENERAL CONDITIONS, SHALL BE EXECUTED BY A REGISTERED ARCHITECT AND/OR BY A REGISTERED ENGINEER; IF NOT, THE ARCHITECT OF RECORD AND/OR OR THE ENGINEER OF RECORD SHALL BE HELD HARMLESS FOR THAT PORTION OF THE WORK IMPROPERLY EXECUTED. THE INSPECTION ARCHITECT AND/OR ENGINEER SHALL BECOME RESPONSIBLE FOR THOSE INSPECTIONS, DECISIONS AND/OR DOCUMENT INTERPRETATIONS MADE AS THEY RELATE TO THE CONTRACT DOCUMENTS AND THEIR INTENT.

- DIMENSIONS GIVEN FOR MASONRY ON ARCHITECTURAL DRAWINGS, ARE NOMINAL UNLESS OTHERWISE NOTED.
- SCALED MEASUREMENTS OF DRAWINGS SHALL NOT BE ALLOWED.
- DIMENSION FOR STUD WALLS ARE TO FACE OF STUD AND DIMENSIONS FOR MASONRY WALLS ARE TO FACE OF BLOCK UNLESS STATED OTHERWISE.
- ALL CONSTRUCTION SHALL MEET ALL APPLICABLE CODES AND MOST STRINGENT SHALL APPLY.

PROJECT TEAM

OWNER: SHRI SIDDHIPRIYA, INC.

SHRI SIDDHIPRIYA, INC.

2000 1ST ST WEST INDEPENDENCE, IOWA 50644 (319) 493-0686
ATUL PATEL INFO@OPENDOORHOSPITALITY.COM

CONTRACTOR:

RUSSELL

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JOHN DALY JDALY@RUSSELLCO.COM
ALISHA SCHMITZ ASCHMITZ@RUSSELLCO.COM

ARCHITECT:

TUSHIE MONTGOMERY ARCHITECTS

7645 LYNDALE AVENUE SOUTH, #100 MINNEAPOLIS, MINNESOTA 55423 (612) 861-9636

DANIEL PELLINEN DANP@TMIARCHTECTS.COM

STRUCTURAL ENGINEER:

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15950 COLLEGE BLVD LENEXA, KANSAS (913) 385-5300

JEFFREY NEEDHAM JRN@NEEDHAM-DBS.COM (913) 689-1513

TIM BENGFORT TBENGFORT@NEEDHAM-DBS.COM

CIVIL ENGINEER:

SHIVE + HATTERY

316 2ND STREET SE, #500 P.O. BOX 1803, CEDAR RAPIDS, IA 52491 (319) 364-0227

ISAAC J. HODGINS IHODGINS@SHIVE-HATTERY.COM (319) 213-1005

MECH. DESIGN / BUILD CONTRACTOR:

COMPANY NAME

STREET ADDRESS GENERAL PHONE / FAX
CONTACT email@address
DIRECT PHONE

ELEC. DESIGN / BUILD CONTRACTOR:

BERD ELECTRIC

3308 SOUTHWAY DRIVE (320) 656-0847
ST. CLOUD, MN 56301

KEN EGGERT KEN@BERDELECTRIC.COM (320) 248-8705

SPRINKLER DESIGN / BUILD CONTRACTOR:

SECURITY FIRE SPRINKLER

3308 SOUTHWAY DRIVE (320) 656-0847
ST. CLOUD, MN 56301

MIKE LOREN MIKE@SFSRINKLER.COM (678) 409-4955

KITCHEN CONSULTANT:

BOELTER

204 COLLEGE AVE (770) 535-3700
GAINESVILLE, GA 30501 RSTAGCS@BOELTER.COM

RUSTY STAGGS (678) 409-4955

PROJECT INFO.

BUILDING AREA SUMMARY

HOTEL LOT AREA 381,573 SF (8.8 ACRES)

BUILDING GROSS SF

EVENT CENTER	34309 SF
HOTEL 1ST FLOOR	29111 SF
HOTEL 2ND FLOOR	19199 SF
HOTEL 3RD FLOOR	19199 SF
HOTEL 4TH FLOOR	19197 SF
Grand total	121015 SF

GUESTROOM SUMMARY

UNIT TYPES	1ST FLOOR	2ND FLOOR	3RD FLOOR	4TH FLOOR	TOTAL
ADA DBL QUEEN*	N/A	1	1	1	3
ADA KING*	N/A	1	1	1	3
DOUBLE QUEEN	6	25	25	25	81
KING	1	7	7	7	22
DBL QUEEN SUITE*	N/A	5	5	5	15
KING BRIDAL SUITE*	2	N/A	N/A	N/A	2
TOTAL	9	39	39	39	126

* THESE ROOM ARE LARGER THAN STANDARD ROOMS

UNIT MIX BY UNIT TYPE

UNIT TYPE	COUNT	PERCENTAGE
ADA DBL QUEEN	3	2.3%
ADA KING	3	2.3%
DOUBLE QUEEN	81	65%
KING	22	17.9%
DBL QUEEN S	15	11%
KING BRIDAL S	2	1.5%
TOTALS	126	100%

PARKING COUNT SUMMARY

TOTAL SURFACE PARKING SPACES 428 PARKING SPACES

EMPLOYEE SUMMARY

EMPLOYEE TYPE	COUNT
HOTEL FULL-TIME	40
HOTEL PART-TIME	30
CONFERENCE CENTER FULL-TIME	6
CONFERENCE CENTER PART-TIME	60

DRAWING INDEX

-CS- COVER SHEET

CIVIL

C100 SITE PLAN
C201 GRADING AND EROSION AND SEDIMENT CONTROL PLAN

LANDSCAPE

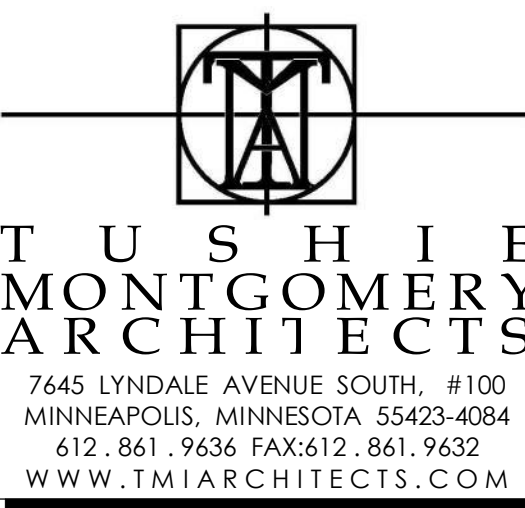
L1.0 SITE PLAN
L2.1 ENLARGED LANDSCAPE PLAN
L3.0 SITE DETAILS
L3.1 LANDSCAPE DETAILS

ARCHITECTURAL

A1.0 OVERALL FIRST FLOOR PLAN
A1.1 SECOND - FOURTH FLOOR PLAN
A1.2 OVERALL ROOF PLAN
A3.0 EXTERIOR ELEVATION
A3.1 EXTERIOR ELEVATION

ELECTRICAL

E1.1 SITE LIGHTING



TUSHIE MONTGOMERY ARCHITECTS
7645 LYNDALE AVENUE SOUTH, #100
MINNEAPOLIS, MINNESOTA 55423-4084
612.861.9636 FAX 612.861.9632
WWW.TMIARCHITECTS.COM

HOLIDAY INN & SUITES
CONFERENCE CENTER
CEDAR FALLS, IOWA 50613

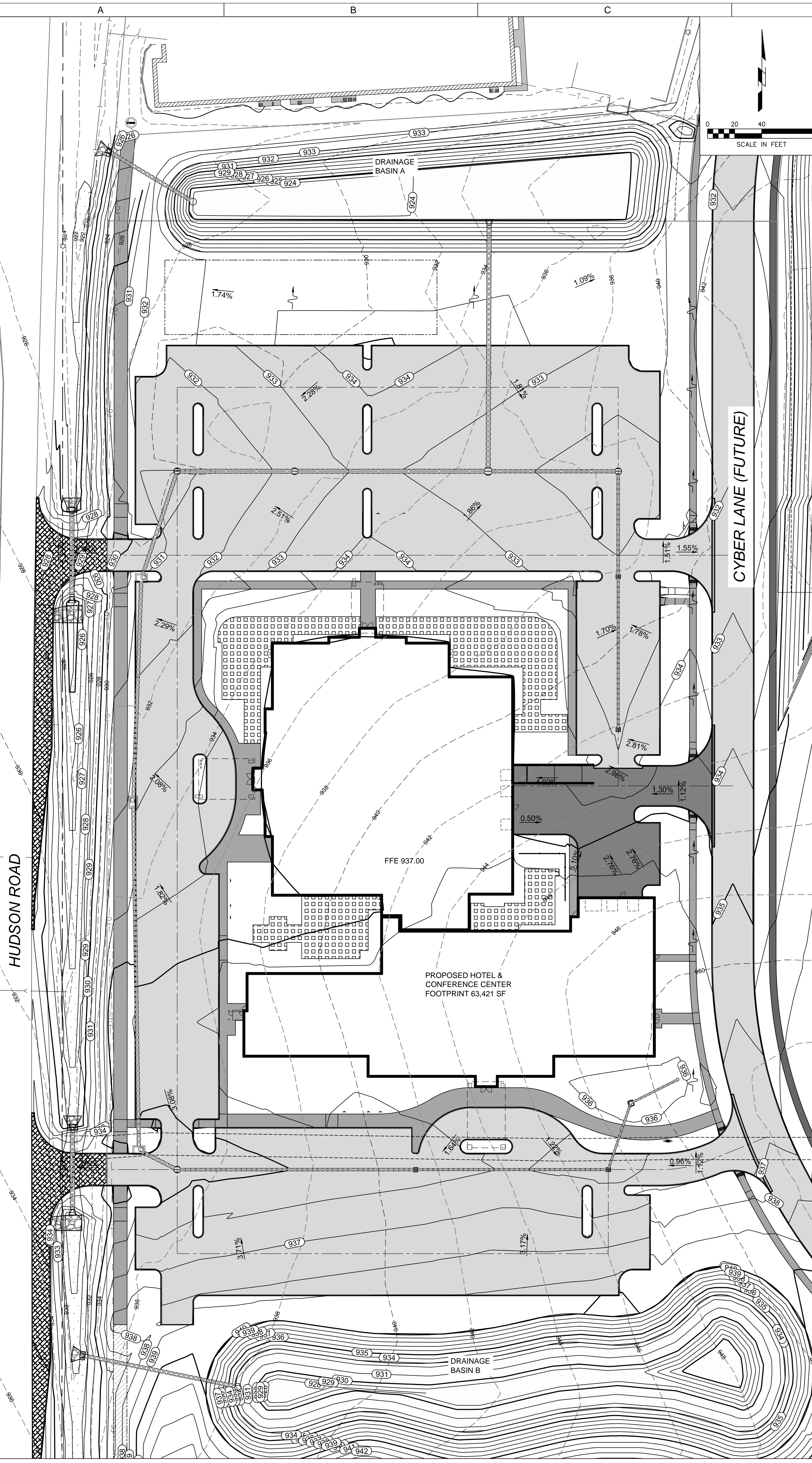


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PRINT NAME: Gary Fischer
SIGNATURE:
DATE: 01/08/2018 LICENSE #: 3966

SITE PLAN APPLICATION 01/08/2018

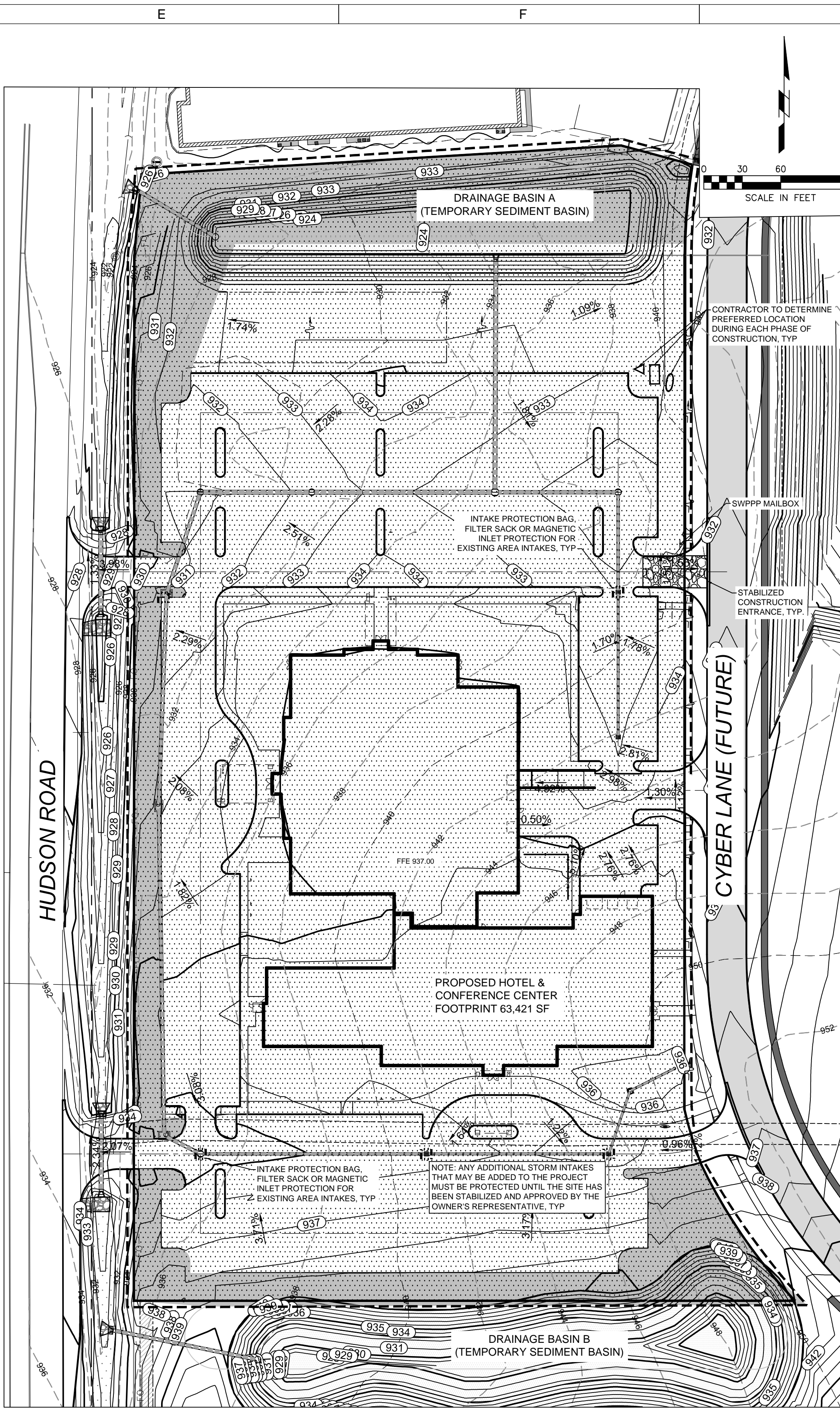
Item G-2.0-
InterContinental
Location : 193
Inn Code : ALC
Project : 326
217
COVER
-CS-

-367-



GRADING NOTES

1. FINISHED GRADE CONTOURS ARE SHOWN AT 1' AND 5' INTERVALS. EXISTING GRADE CONTOURS ARE SHOWN AT 2' AND 10' INTERVALS.
2. FINISHED GRADE IS TO TOP OF PAVEMENT AND TOP OF TOPSOIL.
3. EXISTING GRADE IS THE SURFACE OF THE SITE PRIOR TO PAD PREPARATION CONSTRUCTION ACTIVITIES.
4. 4" OF TOPSOIL IS REQUIRED FOR AREAS RECEIVING SEED OR SOD. 6" OF TOP SOIL IS REQUIRED FOR ANY PLANTING BEDS. 12" MINIMUM OF TOP SOIL, WITH 18" PREFERRED IS REQUIRED FOR PLANTER BEDS WITH TREES. TOP SOIL REQUIREMENTS PER LANDSCAPE ARCHITECTURE DESIGN AND SPECIFICATIONS SHALL SUPERSEDE GRADING PLAN NOTES SUPPLIED FOR BIDDING CONVENIENCE.



LEGEND

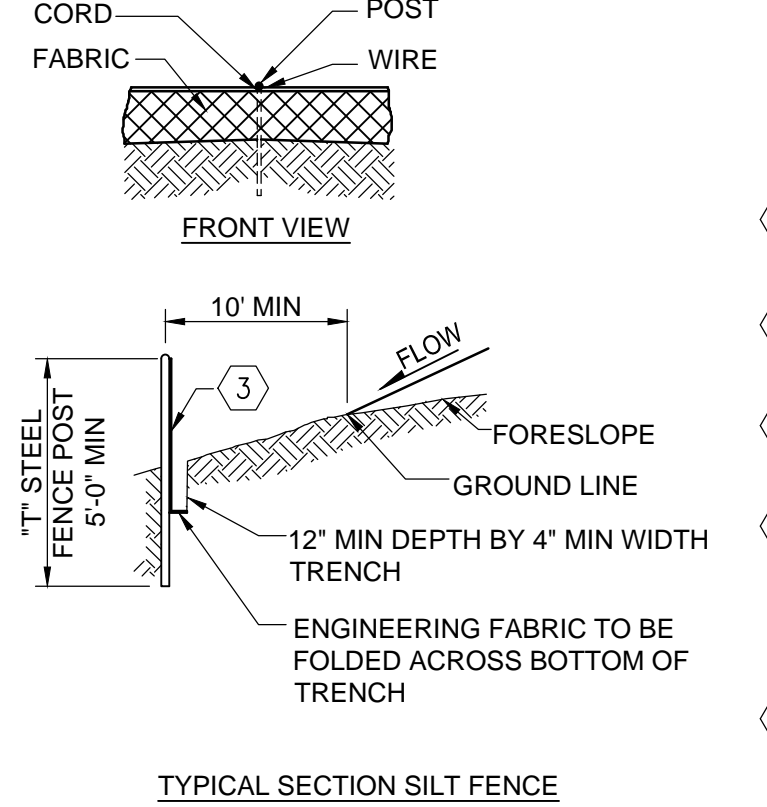
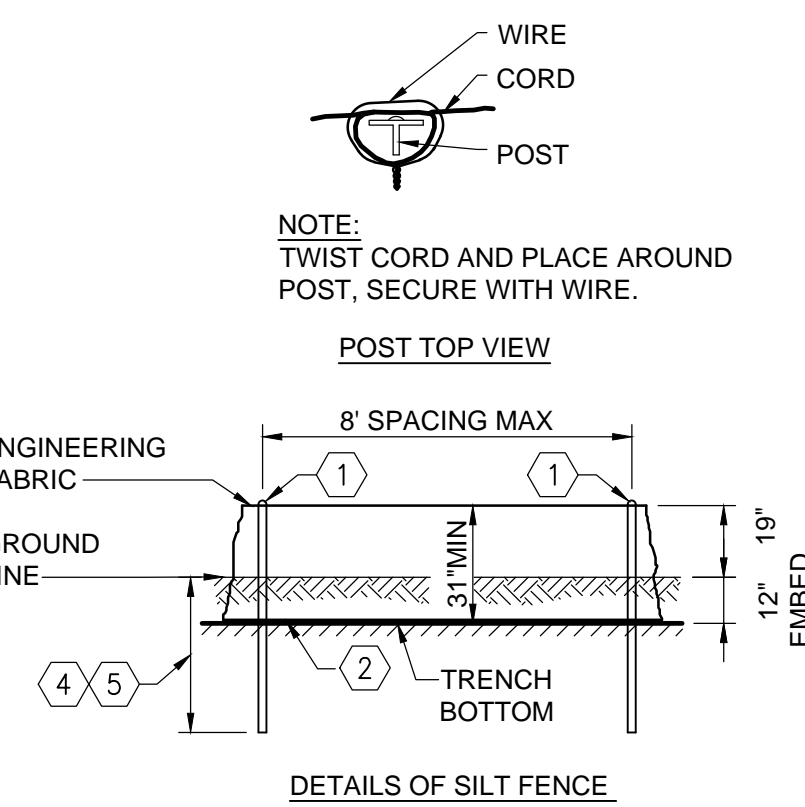
- PROJECT SITE/DISTURBED AREA
- EROSION CONTROL BLANKET
- STABILIZED CONSTRUCTION ENTRANCE
- SILT FENCE OR 8" COMPOST FILTER TUBE
- 8" COMPOST FILTER TUBE
- CURB INLET FILTER
- INTAKE PROTECTION BAG, FILTER SACK OR MAGNETIC INLET PROTECTION
- INTAKE PROTECTION BAG OR FILTER SACK
- FILTER FABRIC
- INTAKE PROTECTION BAG WITH CURB FILTER OR MAGNETIC INLET PROTECTION WITH CURB FILTER
- PROPOSED PAVEMENT
- FINISHED GRADE
- DIRECTION OF DRAINAGE
- SWPPP MAILBOX
- CONCRETE, PAINT AND GROUT WASHOUT AREA. PROTECT WITH (2) 18" STACKED COMPOST FILTER TUBES LINED WITH AN IMPERMEABLE PLASTIC LINER. CONTRACTOR TO HAUL OFF WASTE MATERIAL. RELOCATE AS REQUIRED FOR CONSTRUCTION.
- SPILL KIT TO BE INSTALLED AND RELOCATED AS REQUIRED FOR CONSTRUCTION
- CONTRACTOR STAGING AREA FOR PORTABLE RESTROOM FACILITIES, TEMPORARY FUEL TANKS, WASTE CONTAINERS AND OTHER HAZARDOUS CHEMICALS. PROTECT WITH (1) 12" COMPOST FILTER TUBE. RELOCATE AS REQUIRED FOR CONSTRUCTION.

PHASING NOTES

1. THIS PROJECT MAY BE CONSTRUCTED OVER SEVERAL PHASES. EROSION/SEDIMENT CONTROL DEVICES IDENTIFIED ON THE PLAN WILL BE IMPLEMENTED ON A PER PHASE BASIS TO ALLOW FOR MAXIMUM PEDESTRIAN ACCESS AND EASE OF CONSTRUCTION.
2. UPON COMPLETION OF EACH PHASE AND APPROVAL BY THE OWNER'S REPRESENTATIVE, EROSION/SEDIMENT CONTROL DEVICES MAY BE REMOVED/RELOCATED.

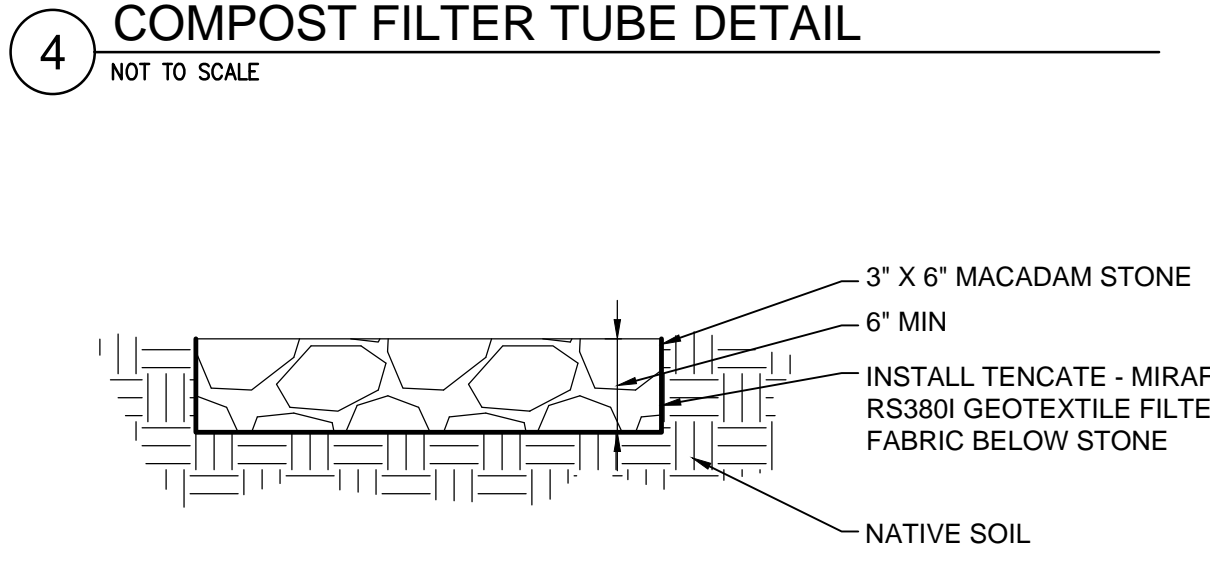
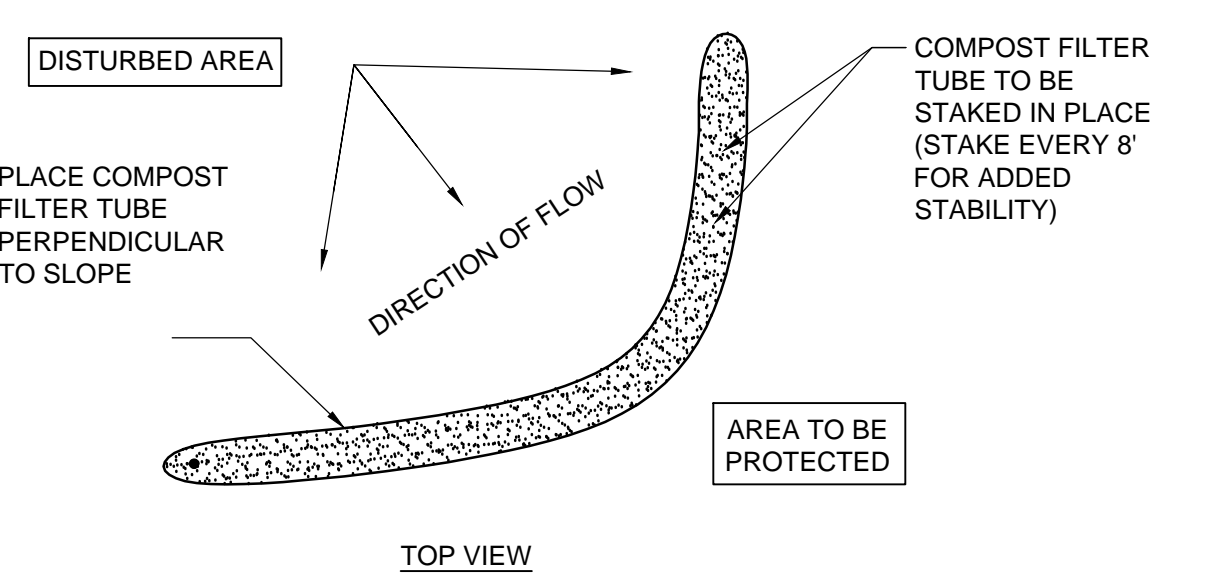
SITE INFORMATION:
 PROJECT SITE/DISTURBED AREA = 8.88 AC
 PRE-DEVELOPMENT COEFFICIENT = 0.35
 POST-DEVELOPMENT COEFFICIENT = 0.73
 NEAREST SURFACE WATER ACCEPTING SITE DISCHARGE: DRY RUN CREEK

THIS PROJECT WILL BE INCORPORATED INTO THE GATEWAY BUSINESS PARK AT CEDAR FALLS NPDES GENERAL PERMIT NO. 2. RUSSELL CONSTRUCTION IS THE APPLICANT FOR THE NPDES GENERAL PERMIT NO. 2 AND THE CONTRACTOR AND ALL SUB-CONTRACTORS ARE REQUIRED TO SIGN ON AS CO-PERMITTEE. THE CONTRACTOR IS RESPONSIBLE FOR PREPARING, OBTAINING (INCLUDING PAYING PERMIT FEE) AND MAINTAINING THIS PERMIT. ALL RECORDS SHALL BE SUBMITTED TO THE OWNER'S REPRESENTATIVE AS THEY ARE PRODUCED. SEE SPECIFICATIONS FOR CONTRACT FULFILLMENT REQUIREMENTS.



GENERAL NOTES:

1. SECURE TOP OF ENGINEERING FABRIC TO STEEL POST.
2. ENGINEERING FABRIC TO BE FOLDED ACROSS BOTTOM OF TRENCH.
3. ENGINEERING FABRIC SHALL HAVE A MINIMUM 36" WIDTH.
4. FOR MACHINE INSTALLATION, POSTS SHALL BE EMBEDDED 28" BELOW GROUND LINE. ALL COMPACTION SHALL BE ACCOMPLISHED BY DRIVING OVER EACH SIDE OF SILT FENCE 2-4 TIMES WITH DEVICE EXERTING 60PSI OR GREATER.
5. FOR TRENCH INSTALLATION, POSTS SHALL BE EMBEDDED 28" BELOW THE TRENCH BOTTOM. ALL COMPACTION SHALL BE ACCOMPLISHED WITH A MECHANICAL OR PNEUMATIC TAMPER.

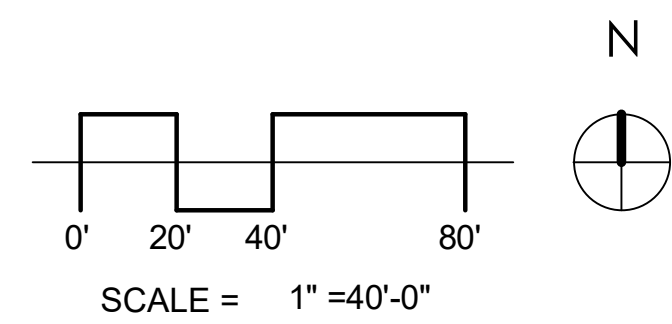


SITE LAYOUT NOTES:

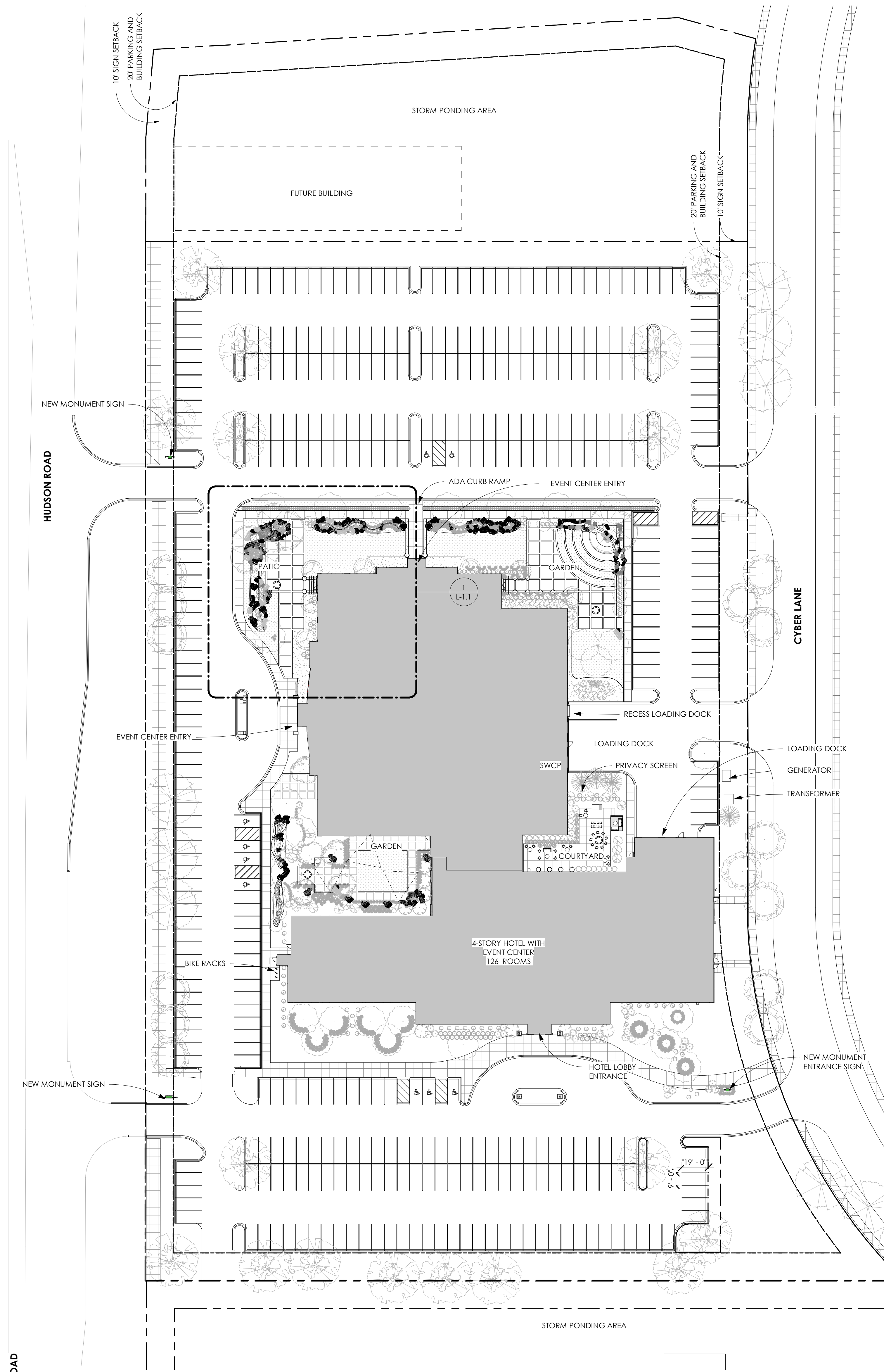
1. SEE CIVIL SITE PLAN FOR AREA DETERMINATIONS AND PARKING CALCULATIONS.
2. CONTRACTOR SHALL VERIFY LOCATIONS AND LAYOUT OF ALL SITE ELEMENTS PRIOR TO BEGINNING CONSTRUCTION, INCLUDING BUT NOT LIMITED TO, LOCATIONS OF EXISTING AND PROPOSED PROPERTY LINES, EASEMENTS, SETBACKS, UTILITIES, BUILDINGS AND PAVEMENTS. CONTRACTOR IS RESPONSIBLE FOR FINAL LOCATIONS OF ALL ELEMENTS FOR THE SITE. ANY REVISIONS REQUIRED AFTER COMMENCEMENT OF CONSTRUCTION, DUE TO LOCAL ADJUSTMENTS SHALL BE CORRECTED AT NO ADDITIONAL COST TO OWNER. ADJUSTMENTS TO THE LAYOUT SHALL BE APPROVED BY THE ENGINEER/LANDSCAPE ARCHITECT PRIOR TO INSTALLATION OF MATERIALS. STAKE LAYOUT FOR APPROVAL.
3. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION, INCLUDING A RIGHT-OF-WAY AND STREET OPENING PERMIT.
4. THE CONTRACTOR SHALL VERIFY RECOMMENDATIONS NOTED IN THE GEO TECHNICAL REPORT PRIOR TO INSTALLATION OF SITE IMPROVEMENT MATERIALS.
5. CONTRACTOR SHALL FIELD VERIFY COORDINATES AND LOCATION DIMENSIONS OF THE BUILDING AND STAKE FOR REVIEW AND APPROVAL BY THE OWNERS REPRESENTATIVE PRIOR TO INSTALLATION OF FOOTING MATERIALS.
6. LOCATIONS OF STRUCTURES, ROADWAY PAVEMENTS, CURBS AND GUTTERS, BOLLARDS, AND WALKS ARE APPROXIMATE AND SHALL BE STAKED IN THE FIELD, PRIOR TO INSTALLATION, FOR REVIEW AND APPROVAL BY THE ENGINEER/LANDSCAPE ARCHITECT.
7. CURB DIMENSIONS SHOWN ARE TO FACE OF CURB. BUILDING DIMENSIONS ARE TO FACE OF CONCRETE FOUNDATION. LOCATION OF BUILDING IS TO BUILDING FOUNDATION AND SHALL BE AS SHOWN ON THE DRAWINGS.
8. THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS OR SAMPLES AS SPECIFIED FOR REVIEW AND APPROVAL BY THE ENGINEER/LANDSCAPE ARCHITECT PRIOR TO FABRICATION FOR ALL PREFABRICATED SITE IMPROVEMENT MATERIALS SUCH AS, BUT NOT LIMITED TO THE FOLLOWING. FURNISHINGS, PAVEMENTS, WALLS, RAILINGS, BENCHES, FLAGPOLES, LANDING PADS FOR CURB RAMPS, AND LIGHT AND POLES. THE OWNER RESERVES THE RIGHT TO REJECT INSTALLED MATERIALS NOT PREVIOUSLY APPROVED.
9. PEDESTRIAN CURB RAMPS SHALL BE CONSTRUCTED WITH TRUNCATED DOME LANDING AREAS IN ACCORDANCE WITH A.D.A. REQUIREMENTS-SEE DETAIL.
10. CROSSWALK STRIPING SHALL BE 24" WIDE WHITE PAINTED LINE, SPACED 48" ON CENTER PERPENDICULAR TO THE FLOW OF TRAFFIC. WIDTH OF CROSSWALK SHALL BE 5' WIDE. ALL OTHER PAVEMENT MARKINGS SHALL BE WHITE IN COLOR UNLESS OTHERWISE NOTED OR REQUIRED BY ADA OR LOCAL GOVERNING BODIES.
11. CURB AND GUTTER TYPE SHALL BE B612 UNLESS OTHERWISE NOTED ON THE DRAWINGS-TAPER BETWEEN CURB TYPES-SEE DETAIL.
12. ALL CURB RADII ARE MINIMUM 3' UNLESS OTHERWISE NOTED.
13. CONTRACTOR SHALL REFER TO FINAL PLAT FOR LOT BOUNDARIES, NUMBERS, AREAS AND DIMENSIONS PRIOR TO SITE IMPROVEMENTS.
14. FIELD VERIFY ALL EXISTING SITE CONDITIONS, DIMENSIONS.
15. PARKING IS TO BE SET PARALLEL OR PERPENDICULAR TO EXISTING BUILDING UNLESS NOTED OTHERWISE.
16. ALL PARKING LOT PAINT STRIPPING TO BE WHITE, 4" WIDE TYP.
17. BITUMINOUS PAVING TO BE "LIGHT DUTY" UNLESS OTHERWISE NOTED. SEE DETAIL SHEETS FOR PAVEMENT SECTIONS.
18. ALL TREES THAT ARE TO REMAIN ARE TO BE PROTECTED FROM DAMAGE WITH A CONSTRUCTION FENCE AT THE DRIP LINE. SEE LANDSCAPE DOCUMENTS.

SITE OPERATIONAL NOTES:

1. TRASH COLLECTION SHALL OCCUR INSIDE THE BUILDING AT THE SWCP (SOLID WASTE COLLECTION POINT)



1 SITE PLAN
SCALE 1" = 40'-0"



PREPARED FOR:

open door
HOSPITALITY

RUSSELL

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 PRINT NAME: Kevin V. Kroen
 SIGNATURE:
 DATE: 02/01/2018 LICENSE #: 00703

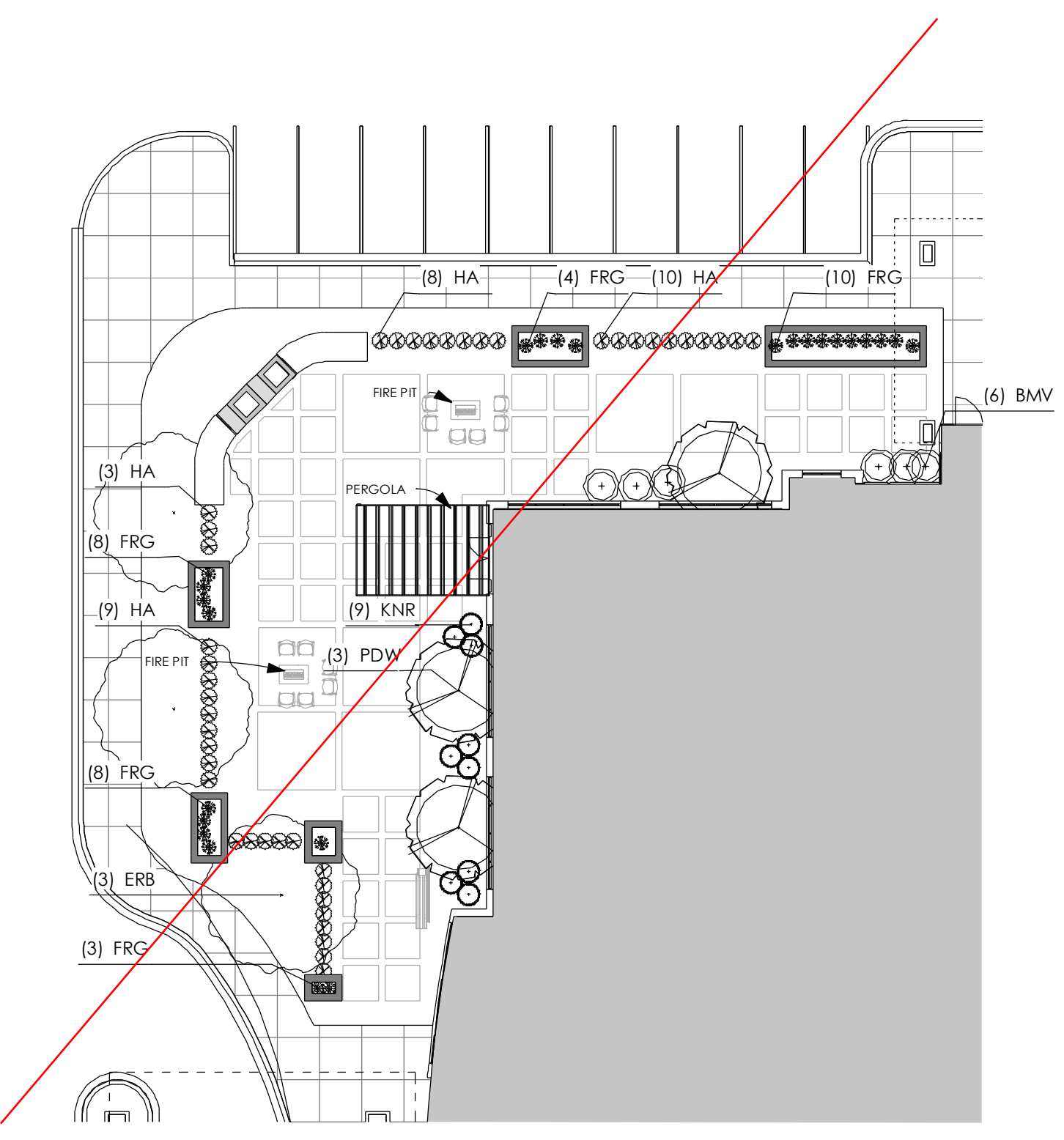
SITE PLAN APPLICATION 02/02/2018

InterContinental Hotels Group
 Location : 19394
 Inn Code : ALOCF
 Project : 32669

217035

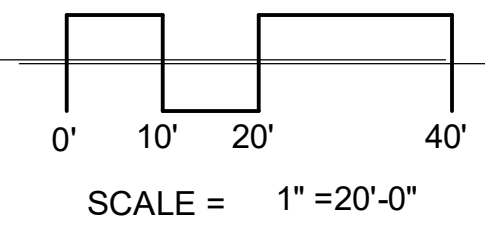
OVERALL SITE PLAN

L-1.0



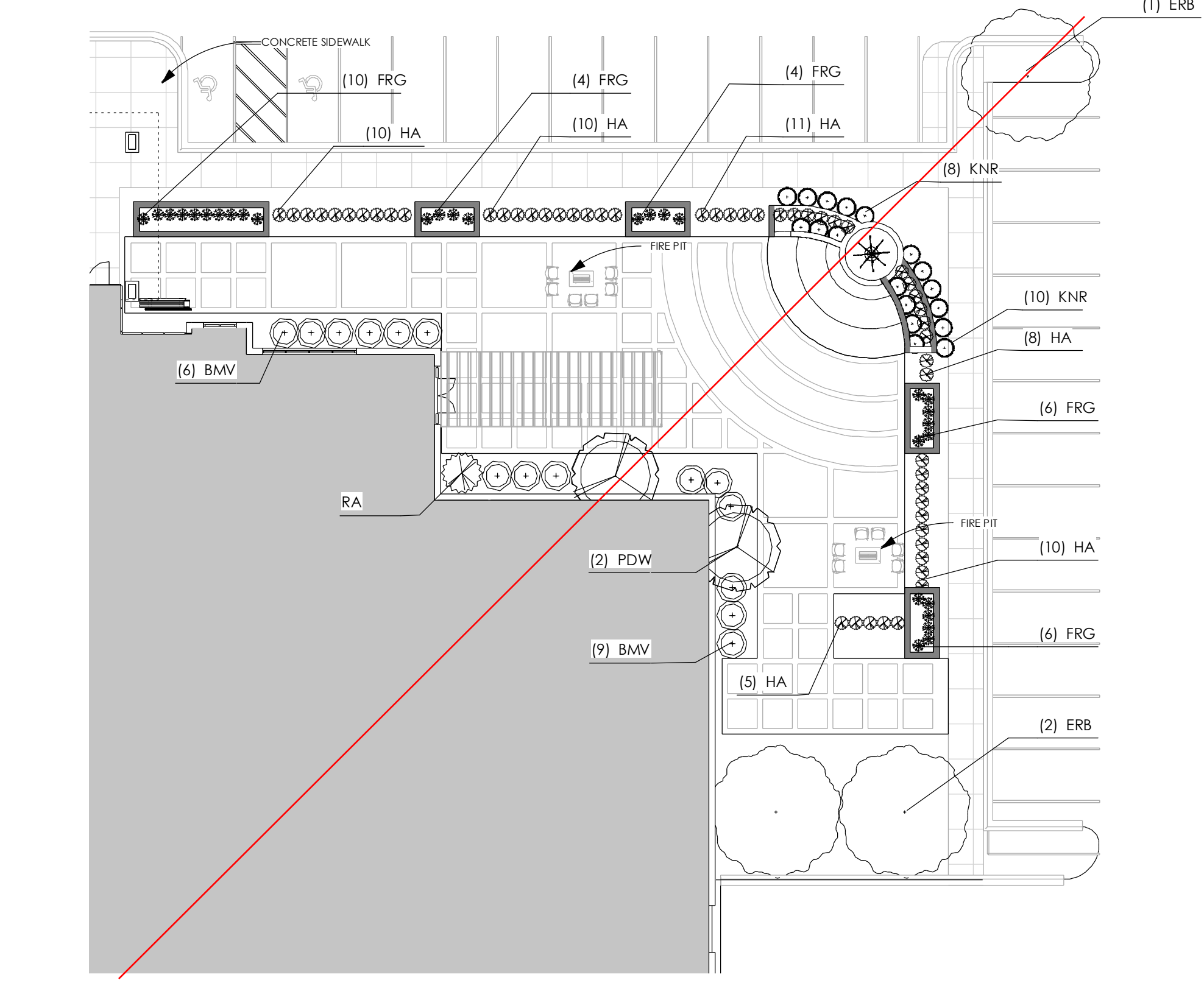
This area is being updated to reflect sheet L1. There will be an increase in the amount of plants, grass, and shrubs and a decrease in impervious area.

1 Courtyard (1)
 SCALE 1" = 20'-0"



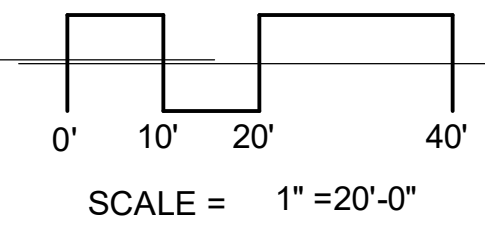
Planting Schedule - Courtyard 1						
Co unt	ID	Common Name	Botanical Name	Size	Points Per Plant	Points Provided
1. Deciduous Tree						
3	ERB	Eastern Redbud	<i>Cercis canadensis</i>	2.5" Caliper Ball and Burlap	80.00	240
3	PDW	Pagoda Dogwood	<i>Cornus alternifolia</i>	6" Tall Ball and Burlap	80.00	240
2. Evergreen Tree						
43	HA	Halmstrup Arborvitae	<i>Thuja occidentalis 'Halmstrup'</i>	#10 Container	10.00	430
3. Shrub						
6	BMV	Blue Muffin Viburnum	<i>Viburnum dentatum 'Christom'</i>	#5 Container	10.00	60
9	KNR	Knock Out	<i>Rosa 'Radrazz'</i>	#5 Container	10.00	90
4. Perennial						
25	FRG	Karl Foerster Feather Reed Grass	<i>Calamagrostis x acutiflora 'Karl Foerster'</i>	#5 Container	0.00	0
Grand total:					89	1,060

Planting Schedule - Courtyard 2						
Co unt	ID	Common Name	Botanical Name	Size	Points Per Plant	Points Provided
1. Deciduous Tree						
3	ERB	Eastern Redbud	<i>Cercis canadensis</i>	2.5" Caliper Ball and Burlap	80.00	240
2	PDW	Pagoda Dogwood	<i>Cornus alternifolia</i>	6" Tall Ball and Burlap	80.00	160
2. Evergreen Tree						
54	HA	Halmstrup Arborvitae	<i>Thuja occidentalis 'Halmstrup'</i>	#10 Container	10.00	540
1	RA	Rushmore Arborvitae	<i>Thuja occidentalis 'Rushmore'</i>	#10 Container	10.00	10
3. Shrub						
15	BMV	Blue Muffin Viburnum	<i>Viburnum dentatum 'Christom'</i>	#5 Container	10.00	150
18	KNR	Knock Out	<i>Rosa 'Radrazz'</i>	#5 Container	10.00	180
4. Perennial						
30	FRG	Karl Foerster Feather Reed Grass	<i>Calamagrostis x acutiflora 'Karl Foerster'</i>	#5 Container	0.00	0
Grand total:					123	1,280



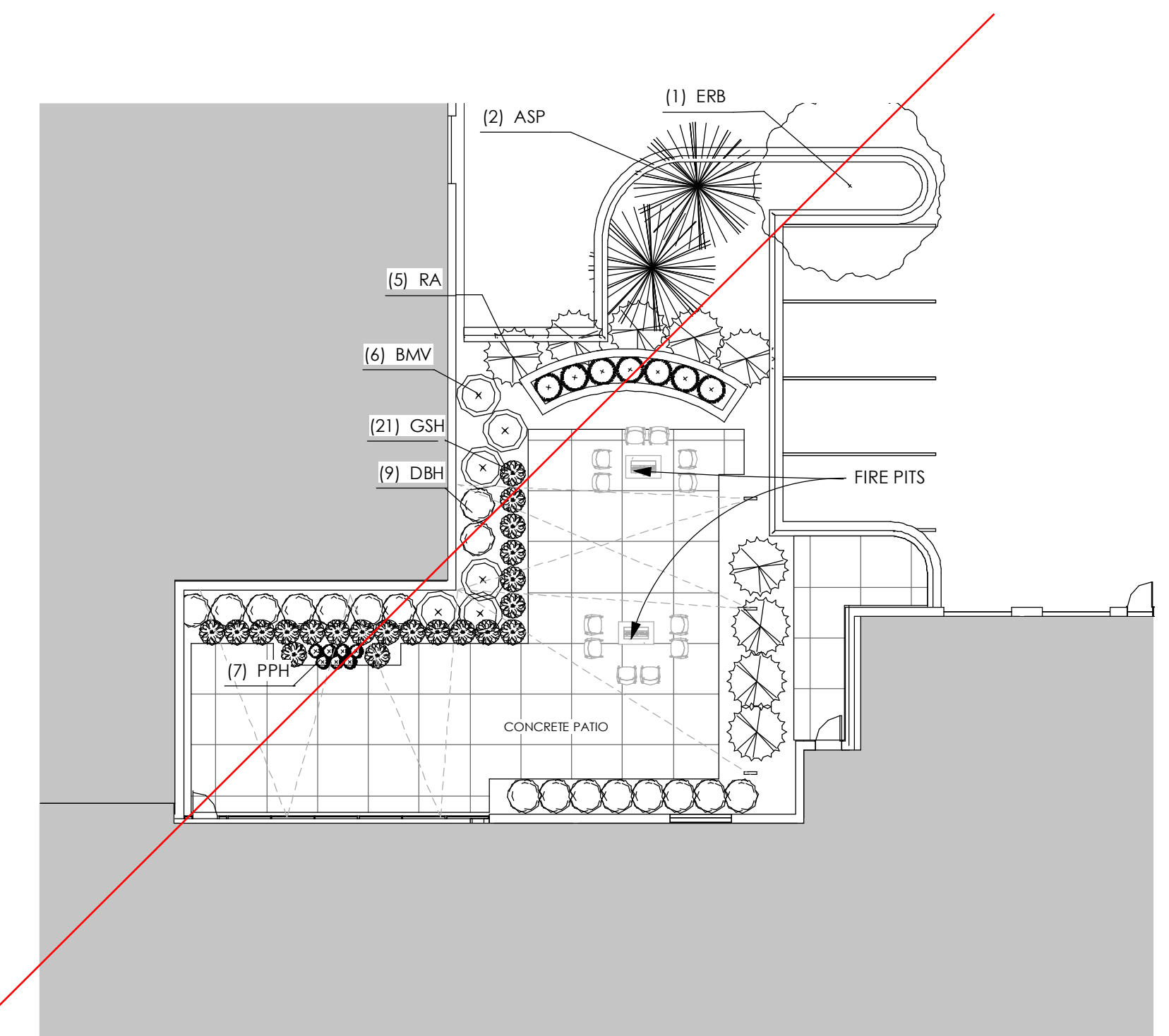
This area is being updated to reflect sheet L1. There will be an increase in the amount of plants, grass, and shrubs and a decrease in impervious area.

2 Courtyard (2)
 SCALE 1" = 20'-0"



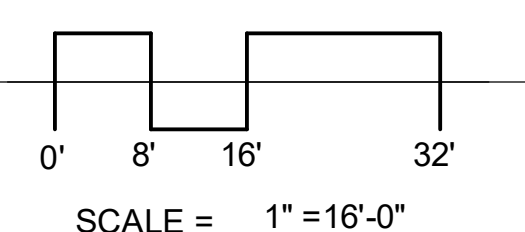
Planting Schedule - Courtyard 3						
Co unt	ID	Common Name	Botanical Name	Size	Points Per Plant	Points Provided
1. Deciduous Tree						
5	ABSC	Autumn Brilliance Serviceberry	<i>Amelanchier x grandiflora 'Autumn Brilliance'</i>	6" Tall Ball and Burlap	80.00	400
3	ERB	Eastern Redbud	<i>Cercis canadensis</i>	2.5" Caliper Ball and Burlap	80.00	240
4	JME	Japanese Maple Emperor	<i>Acer palmatum 'Wolf'</i>	2 1/2" Caliper Ball and Burlap	40.00	160
2. Evergreen Tree						
13	RA	Rushmore Arborvitae	<i>Thuja occidentalis 'Rushmore'</i>	#10 Container	10.00	130
3. Shrub						
4	AFD	Arctic Fire Dogwood	<i>Cornus stolonifera 'Farrow'</i>	#5 Container	10.00	40
5	BMV	Blue Muffin Viburnum	<i>Viburnum dentatum 'Christom'</i>	#5 Container	10.00	50
4. Perennial						
8	GVH	Hakonechloa Golden Variegated	<i>H. macra 'Aureola'</i>	#1 Container	0.00	0
26	FRG	Karl Foerster Feather Reed Grass	<i>Calamagrostis x acutiflora 'Karl Foerster'</i>	#5 Container	0.00	0
45	SFG	Miscanthus Silver Feather Grass	<i>Miscanthus sinensis 'Silberfeder'</i>	#1 Container	0.00	0
99	SDD	Stella De Oro Daylily	<i>Hemerocallis 'Stella De Oro'</i>	#1 Container	0.00	0
Grand total:					212	1,020

Planting Schedule - Courtyard 4						
Co unt	ID	Common Name	Botanical Name	Size	Points Per Plant	Points Provided
1. Deciduous Tree						
1	ERB	Eastern Redbud	<i>Cercis canadensis</i>	2.5" Caliper Ball and Burlap	80.00	80
2. Evergreen Tree						
2	ASP	Austrian Pine	<i>Pinus nigra</i>	6" Tall Ball and Burlap	80.00	160
9	RA	Rushmore Arborvitae	<i>Thuja occidentalis 'Rushmore'</i>	#10 Container	10.00	90
3. Shrub						
6	BMV	Blue Muffin Viburnum	<i>Viburnum dentatum 'Christom'</i>	#5 Container	10.00	60
17	DBH	Dwarf Bush Honeysuckle	<i>Diervilla lonicera</i>	#5 Container	0.00	0
7	KNR	Knock Out	<i>Rosa 'Radrazz'</i>	#5 Container	10.00	70
4. Perennial						
7	PPH	Coral Bells	<i>Heuchera sanguinea</i>	#1 Container	0.00	0
21	GSH	Gold Standard Hosta	<i>Hosta 'Gold Standard'</i>	#1 Container	0.00	0
Grand total:					470	460

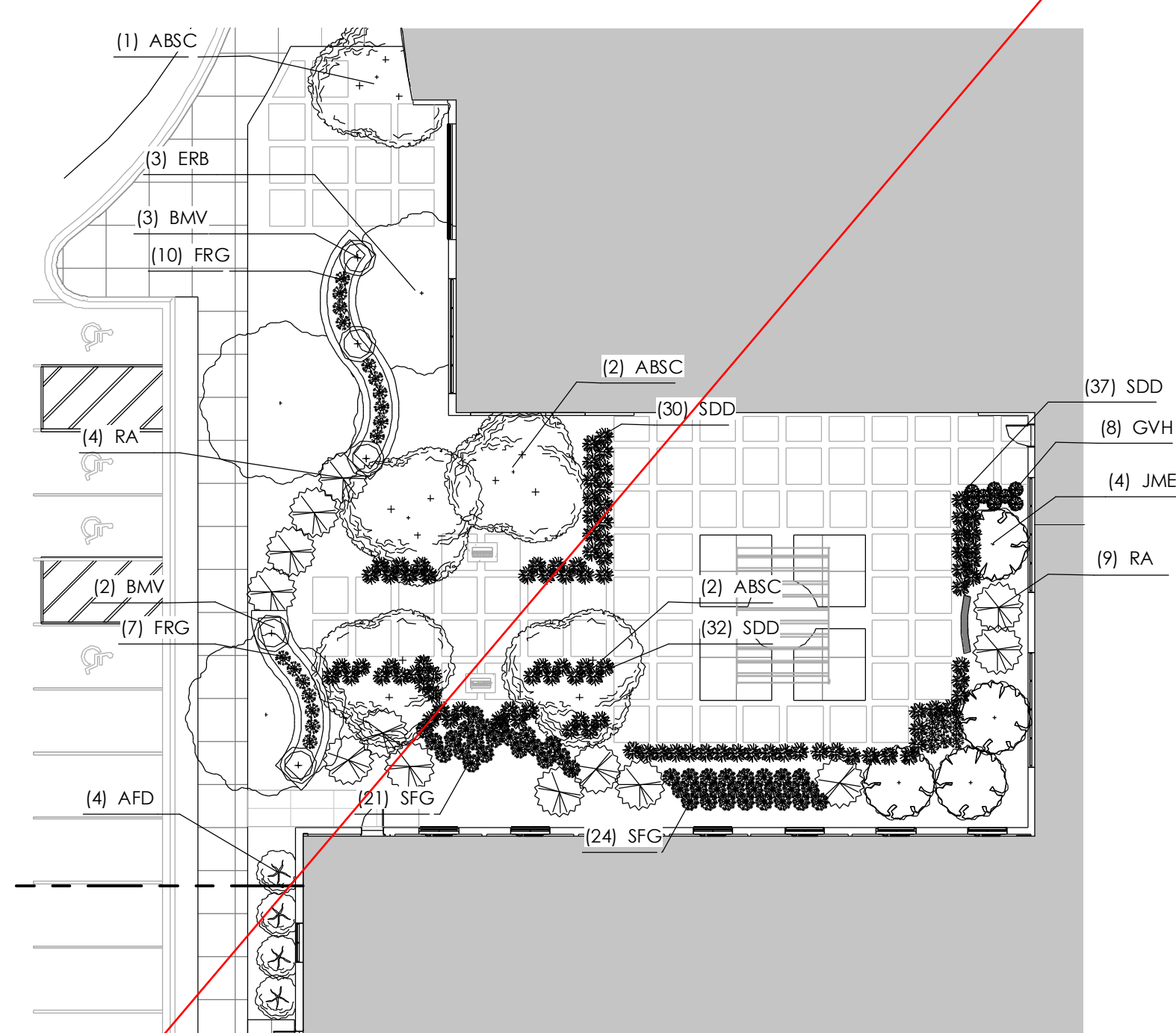


This area is being updated to reflect sheet L1. There will be an increase in the amount of plants and shrubs and an increase in the impervious area by 53 sq. ft.

4 Courtyard (4)
 SCALE 1/16" = 1'-0"

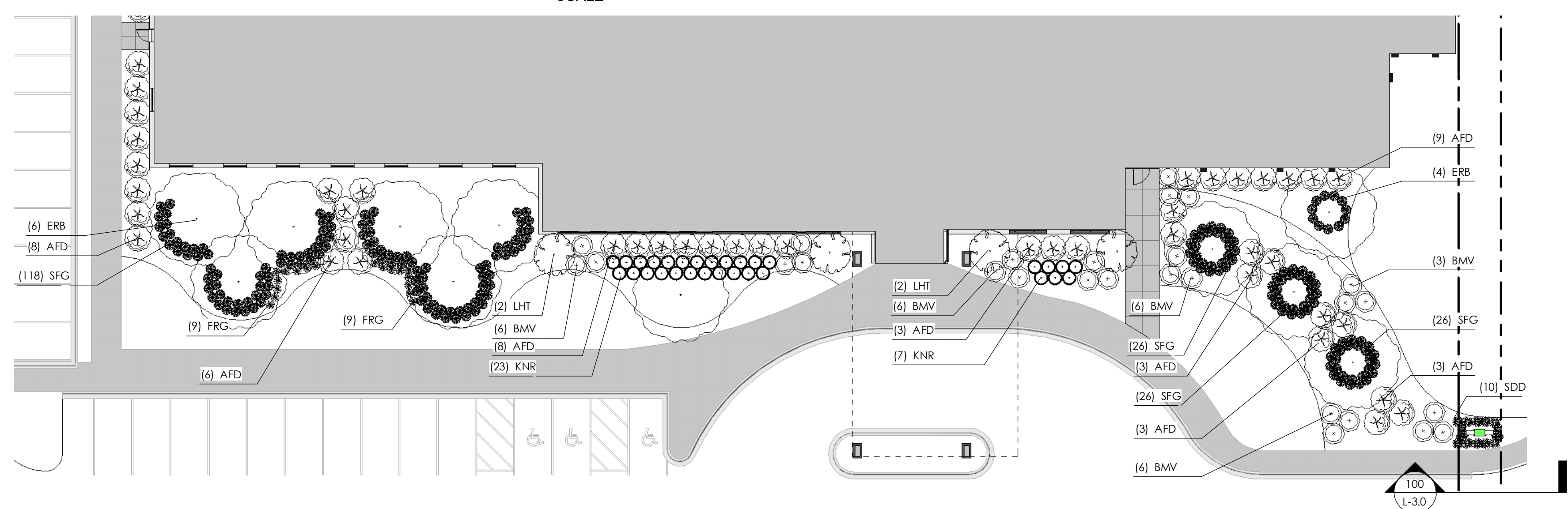
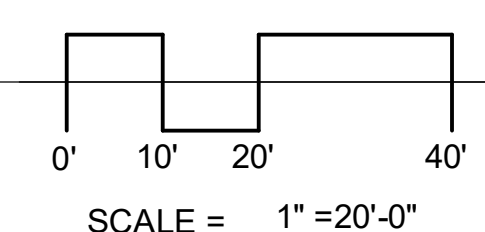


-369-

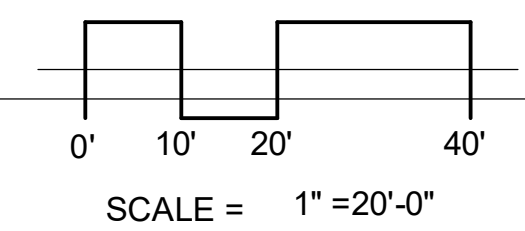


This area is being updated to reflect sheet L1. There will be an increase in the amount of plants, grass, and shrubs and a decrease in impervious area.

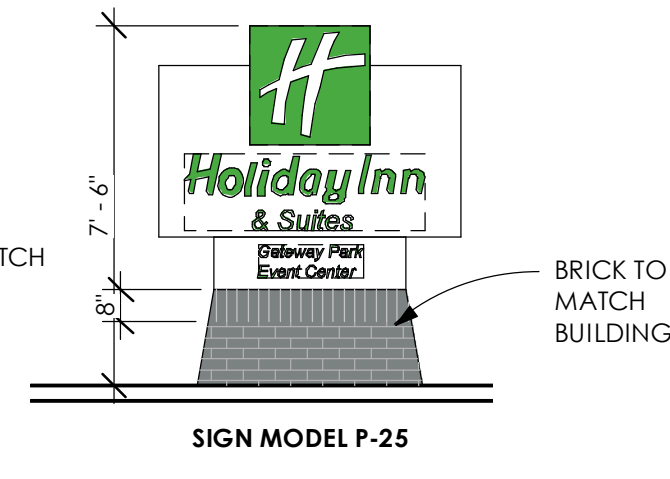
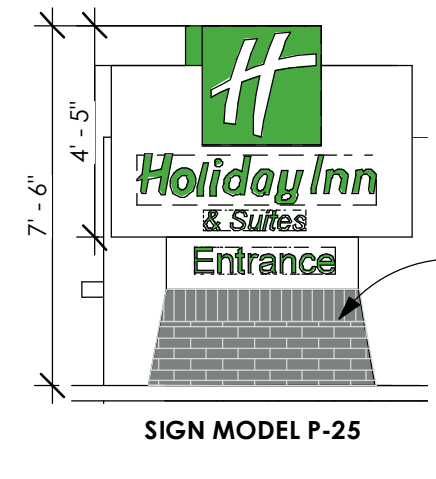
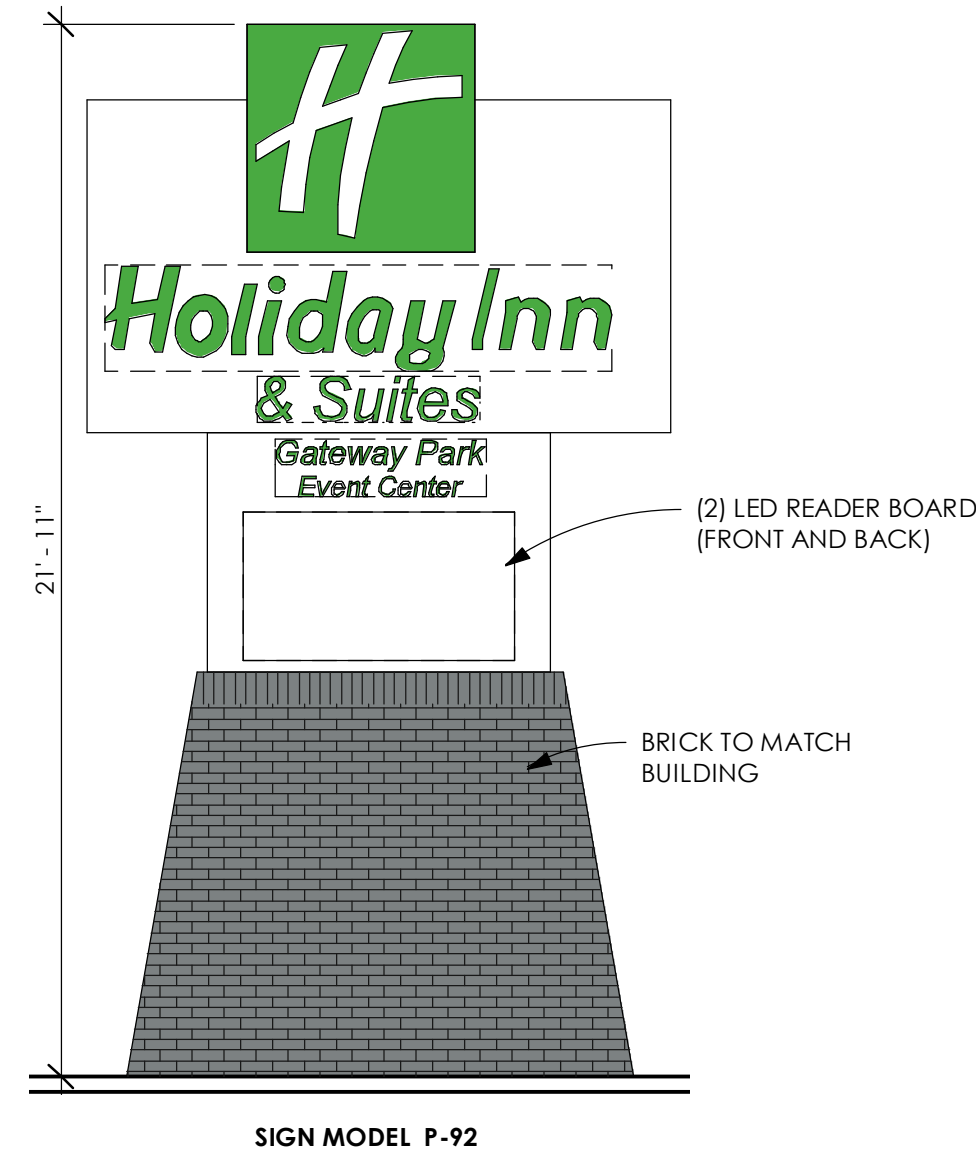
3 Courtyard (3)
 SCALE 1" = 20'-0"



5 LANDSCAPE PLAN @ HOTEL ENTRANCE
 SCALE 1" = 20'-0"



Planting Schedule - Hotel Entrance						
Co unt	ID	Common Name	Botanical Name	Size	Points Per Plant	Points Provided
1. Deciduous Tree						
1	ERB	Eastern Redbud	<i>Cercis canadensis</i>	2.5" Caliper Ball and Burlap	80.00	80
2. Evergreen Tree						
2	ASP	Austrian Pine	<i>Pinus nigra</i>	6" Tall Ball and Burlap	80.00	160
9	RA	Rushmore Arborvitae	<i>Thuja occidentalis 'Rushmore'</i>	#10 Container	10.00	90
3. Shrub						
6	BMV	Blue Muffin Viburnum	<i>Viburnum dentatum 'Christom'</i>	#5 Container	10.00	60
17	DBH	Dwarf Bush Honeysuckle	<i>Diervilla lonicera</i>	#5 Container	0.00	0
7	KNR	Knock Out	<i>Rosa 'Radrazz'</i>	#5 Container	10.00	70
4. Perennial						
7	PPH	Coral Bells	<i>Heuchera sanguinea</i>	#1 Container	0.00	0
21	GSH	Gold Standard Hosta	<i>Hosta 'Gold Standard'</i>	#1 Container	0.00	0
Grand total:					70	460



MONUMENT SIGN AREA			
(SITE SIGNAGE ALLOWED = 250 S.F.)			
MONUMENT SIGN 51 S.F. PER SIGN (1) P-92	=	51 S.F.	
MONUMENT SIGN 16 S.F. PER SIGN (2) P-25	=	32 S.F.	
ENTRANCE MONUMENT SIGN (1) P-25	=	15 S.F.	
TOTAL S.F.	=	98 S.F.	

1 Monument Signs

SCALE 1/4" = 1'-0"

-370-

T U S M O N T G A R C H E R Y S
 7645 LYNDALE A
 MINNEAPOLIS, MN 55425
 612.861.9636
 WWW.TMIA.R

Item
 #100
 1-4084
 632
 COM

HOLIDAY INN & SUITES
CONFERENCE CENTER
 CEDAR FALLS, IA

PREPARED FOR:

open door
HOSPITALITY

RUSSELL

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SIGNATURE:

DATE: 01/08/2018 LICENSE #: 00703

SITE PLAN APPLICATION 01/08/2018

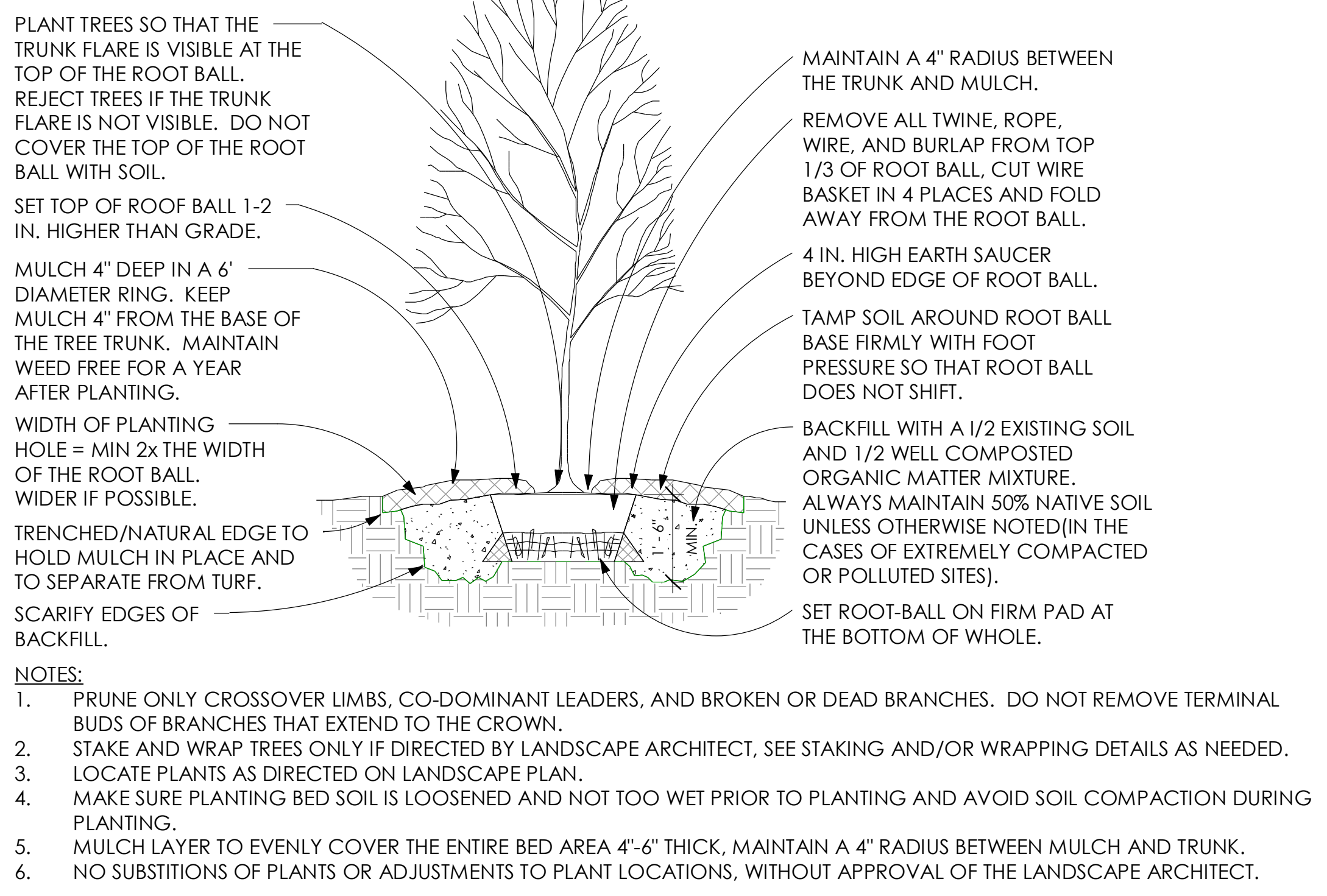
NOT FOR CONSTRUCTION

InterContinental Hotels Group
 Location : 19394
 Inn Code : ALOCF
 Project : 32669

217035

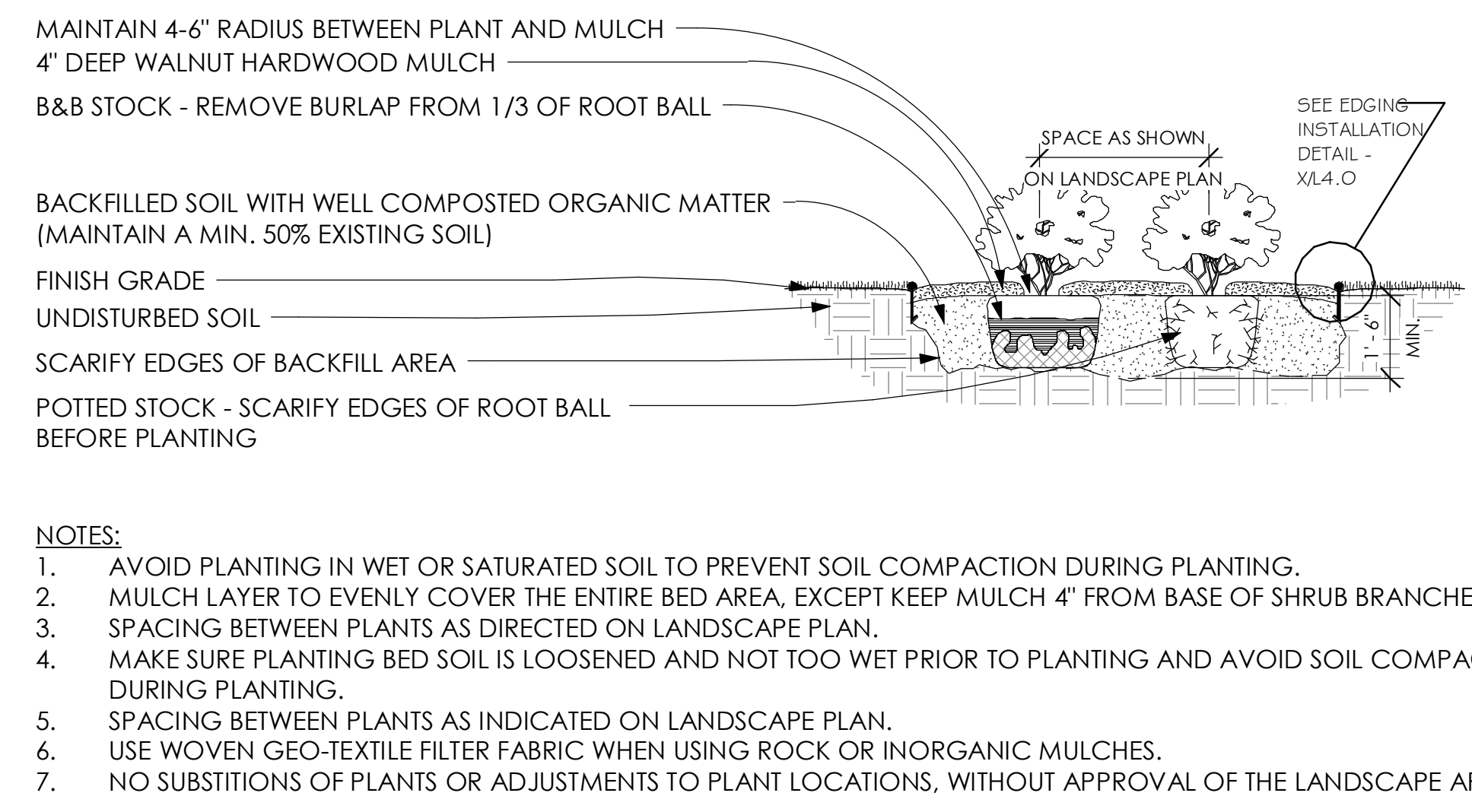
SITE DETAILS

L-3.0



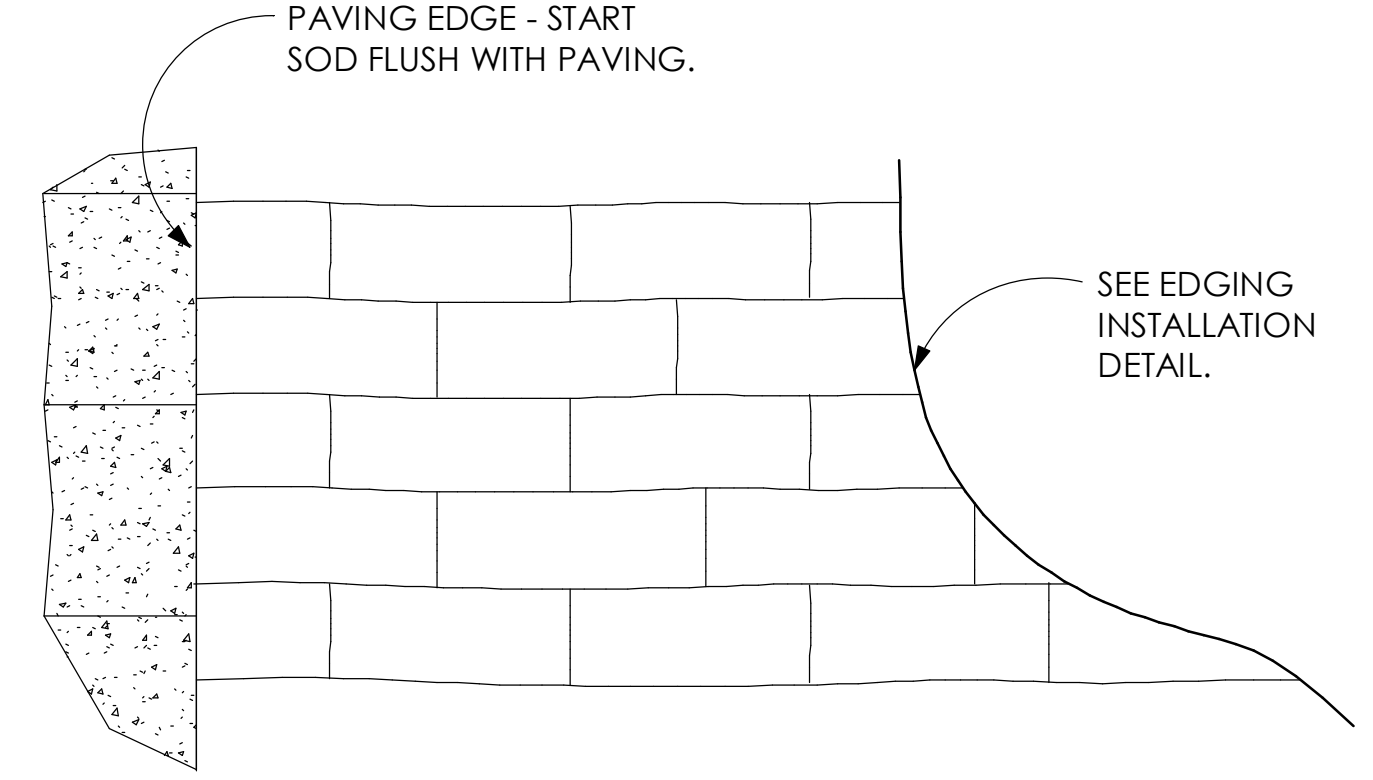
1 B&B TREE PLANTING

SCALE 1/2" = 1'-0"



2 SHRUB PLANTING

SCALE 3/8" = 1'-0"



3 SOD INSTALLATION

SCALE 1/4" = 1'-0"

-371-

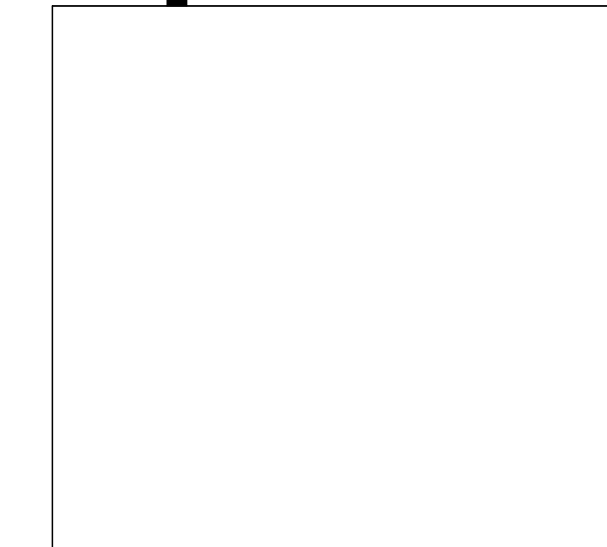
HOLIDAY INN & SUITES - CONFERENCE CENTER
 CEDAR FALLS, IA

PREPARED FOR:

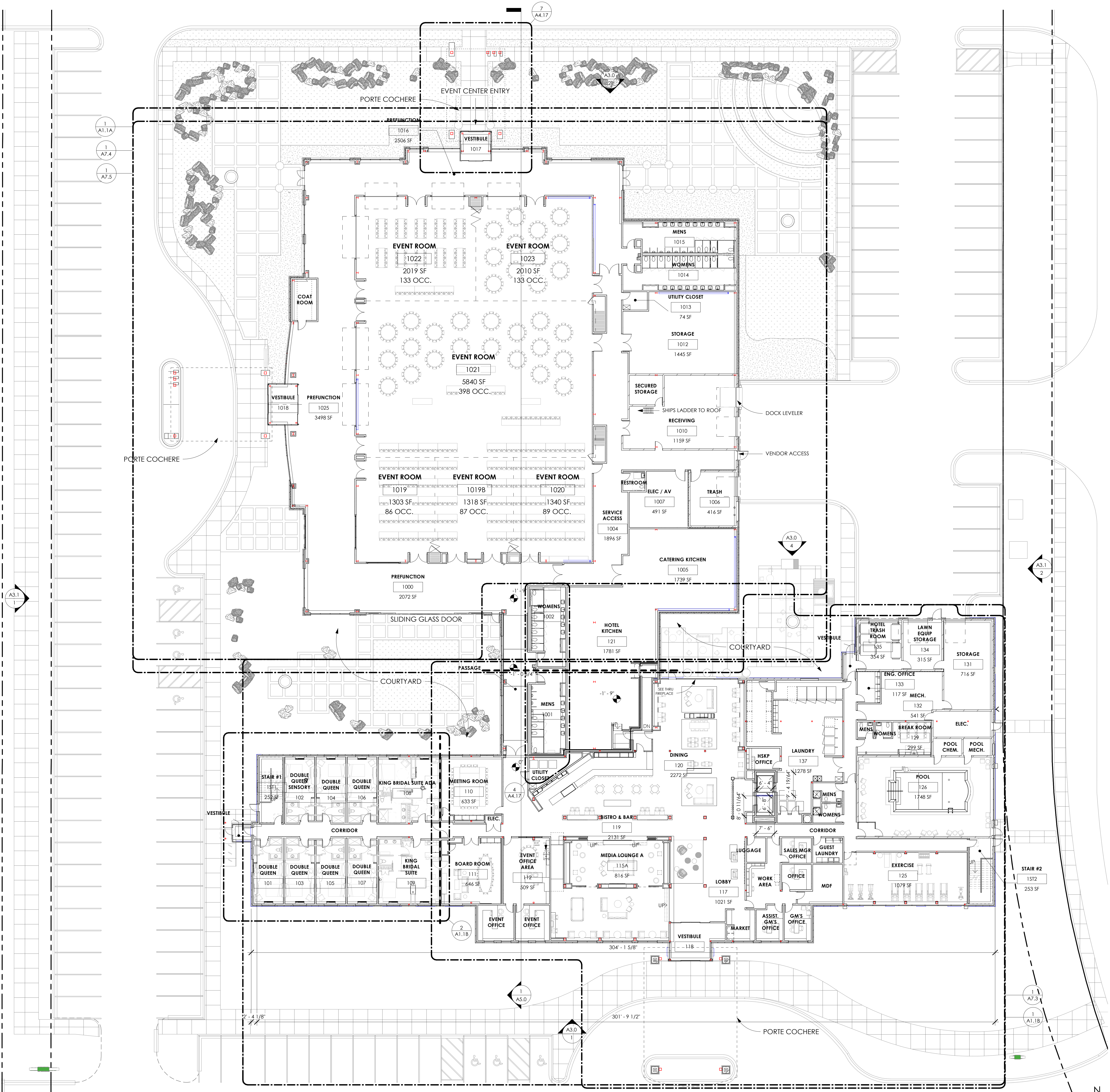
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 PRINT NAME: Gary Fischer
 SIGNATURE:
 DATE: 05/11/16 LICENSE #: 23560

Revisions & Addendums
 PERMIT SET 00/00/2016

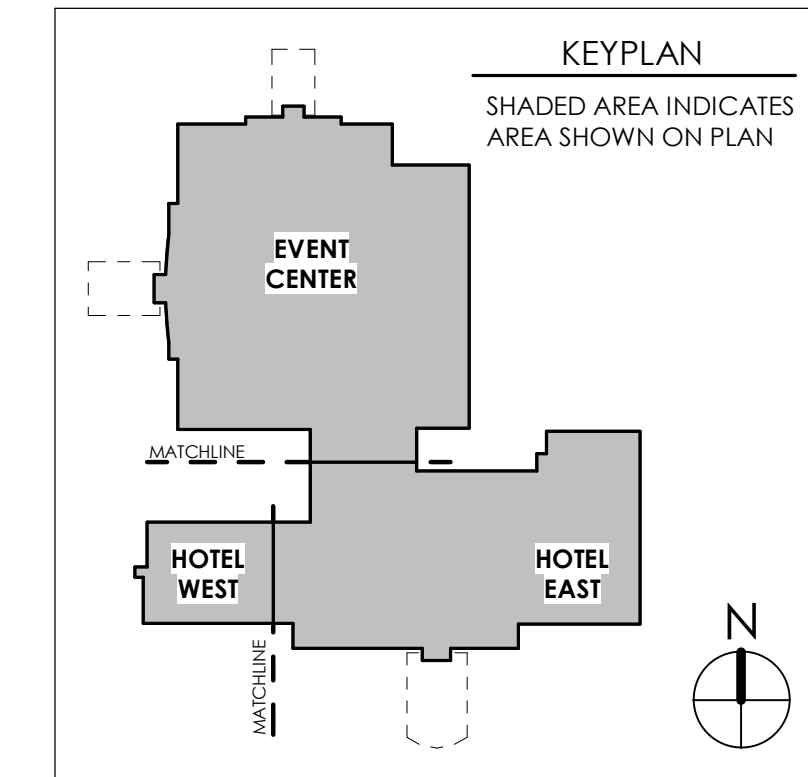
Item G-2.0-1
 LANDSCAPE
 L-3.1



NOT FOR CONSTRUCTION



1 OVERALL FIRST FLOOR PLAN
 SCALE 1/16" = 1'-0"



HOLIDAY INN & SUITES
CONFERENCE CENTER
 CEDAR FALLS, IOWA 50613



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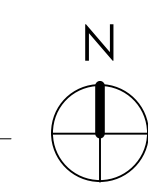
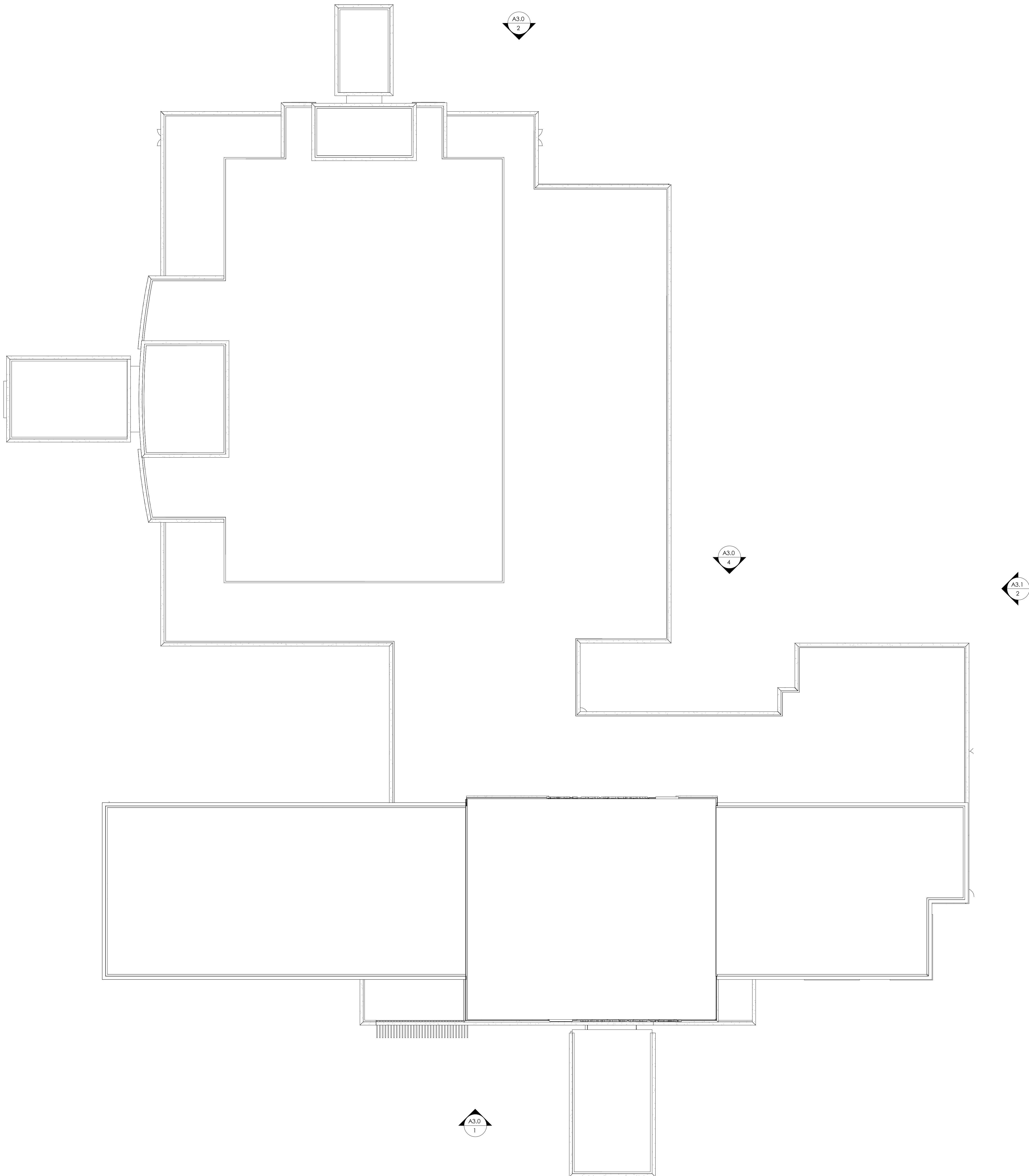
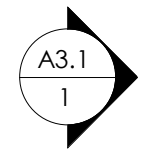
PRINT NAME: Gary Fischer
 SIGNATURE:
 DATE: 01/20/2018 LICENSE #: 3985
 SITE PLAN APPLICATION 01/08/2018

InterContine
 Locator
 Inn Cod
 Project
Item G.2.0.
 2ND FLOC
 A1.1



1 2ND THRU 4TH FLOOR PLAN
 SCALE 1/8" = 1'-0"

-374-



1 Overall Roof Plan
SCALE 1/16" = 1'-0"



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 PRINT NAME: Gary Fischer
 SIGNATURE:
 DATE: 01/08/2018 LICENSE #: 3965

SITE PLAN APPLICATION 01/08/2018

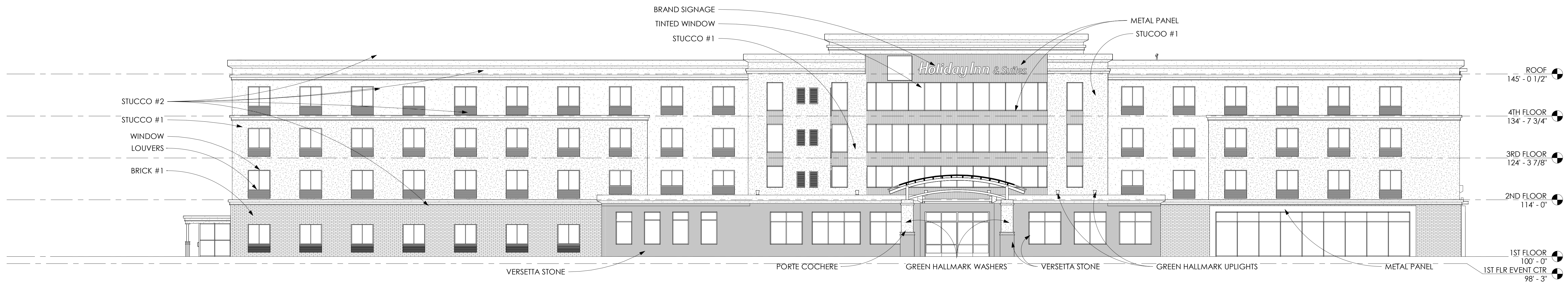
NOT FOR CONSTRUCTION

InterContinental Hotels Group
 Location : 19394
 Inn Code : ALOCF
 Project : 32669

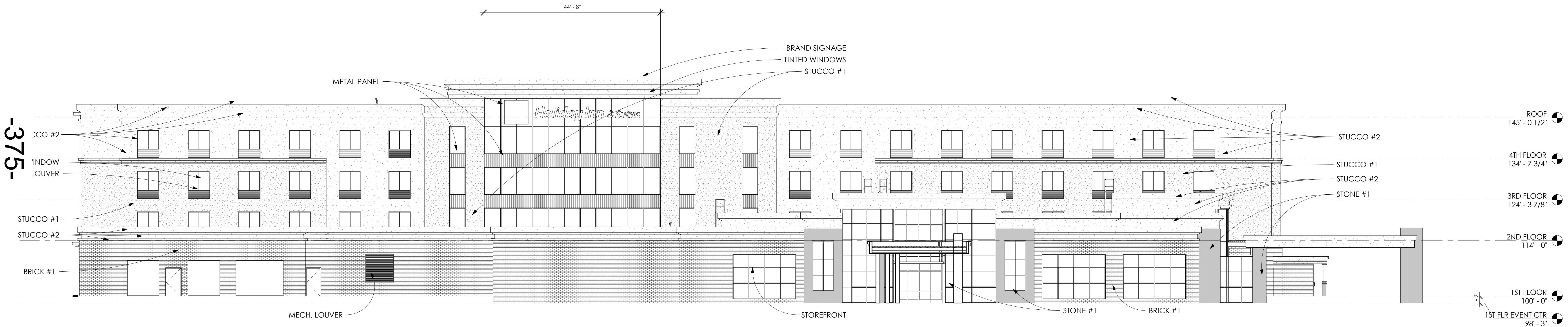
217035A

OVERALL ROOF PLAN

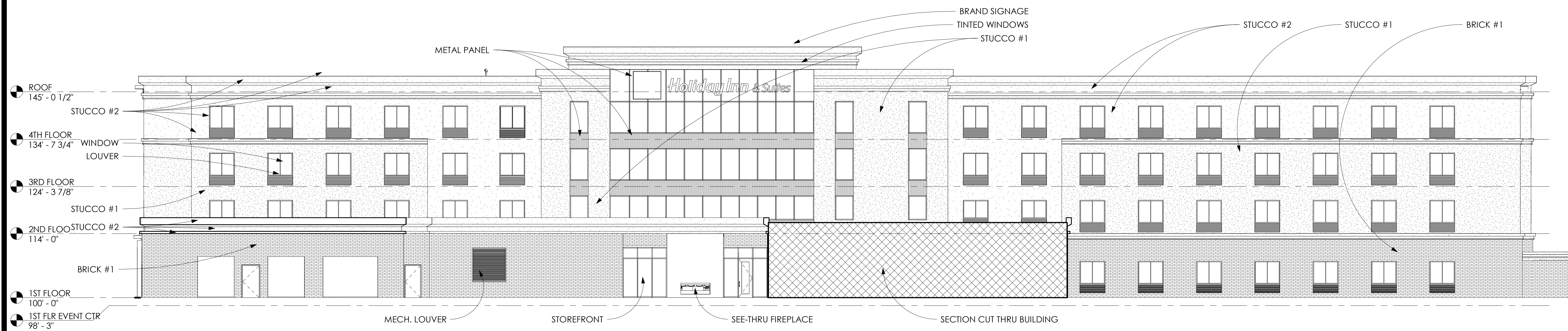
A1.2



1 South Elevation
 SCALE 3/32" = 1'-0"



2 North Elevation
 SCALE 3/32" = 1'-0"



4 Hotel North Elevation
 SCALE 3/32" = 1'-0"

EXTERIOR FINISH SCHEDULE	
BRICK #1: MANUFACTURER: SIOUX CITY BRICK TYPE: UTILITY COLOR: FINE ART VELOUR SIZE: 4"x4"x12"	28.5%
STONE #1: MANUFACTURER: VERSETTA STONE TYPE: LEDGESTONE COLOR: NORTHERN ASH	7.5%
STUCCO #1: MANUFACTURER: DRYVIT FINISH: SANDBLAST COLOR: 616 KINGS GRAY	30%
STUCCO #2: MANUFACTURER: STO CORP. FINISH: QUARZPUTZ COLOR: 306 SNOW WHITE	27.2%
METAL PANEL: MANUFACTURER: FIRESTONE TYPE: ACM FLUSH METAL PANEL COLOR: MATTE BLACK	6.8%

PREPARED FOR:

RUSSELL

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 PRINT NAME: Gary Fischer
 SIGNATURE:
 DATE: 02/01/2018 LICENSE #: 3965

SITE PLAN APPLICATION 02/02/2018

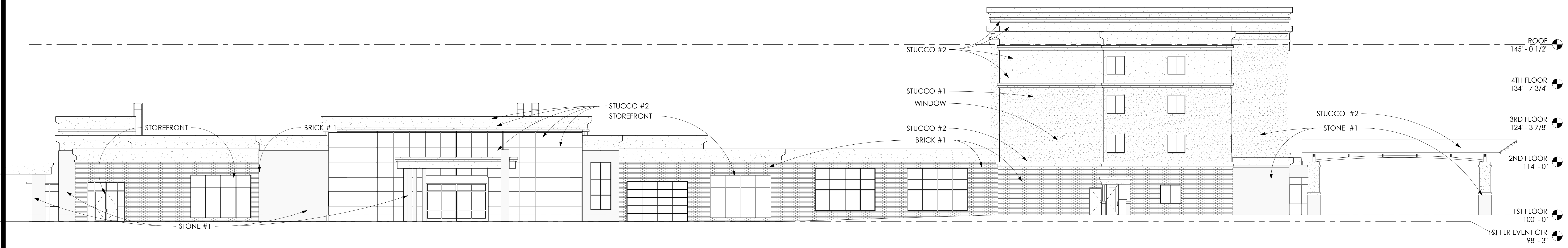
InterContinental
 Location : 193
 Inn Code : ALC
 Project : 326
 217

Item G.2.0.

EXTERIOR

A3.0

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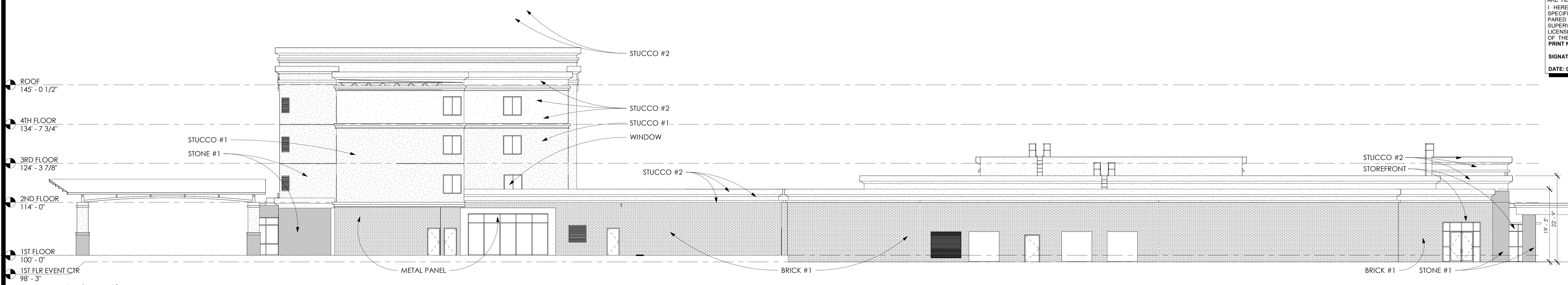
1 West Elevation
SCALE 3/32" = 1'-0"

-376-

PREPARED FOR:

RUSSELL

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PRINT NAME: Gary Fischer
SIGNATURE:
DATE: 02/01/2018 LICENSE #: 3966



2 East Elevation
SCALE 3/32" = 1'-0"

SITE PLAN APPLICATION 02/02/2018
NOT FOR CONSTRUCTION

InterContinental Hotels Group
Location : 19394
Inn Code : ALOCF
Project : 32669

217035A

EXTERIOR ELEVATION

A3.1

POWER & COMMUNICATION LEGEND

- ⊕ 120V DUPLEX OUTLET
- ⊕ 120V QUAD OUTLET
- ⊕ 240 VOLT RECEPTACLE
- ▽ DATA/COMMUNICATIONS OUTLET
- ▽ TELEPHONE OUTLET
- ▽ TELEVISION OUTLET
- ▽ DATA/TV COMBO OUTLET
- ▽ TELE/TV OUTLET
- ⊕ FLOOR OUTLET
- ⊕ JUNCTION BOX
- ⊕ PUSHBUTTON STATION
- ⊕ SPEAKER
- ⊕ TIME CLOCK
- ⊕ NURSE CALL PULL STATION
- ⊕ MOTOR CONNECTION
- ⊕ ELECTRICAL DISCONNECT
- ⊕ ELECTRICAL STARTER DISCONNECT
- ⊕ ELECTRICAL CONNECTION W/NON-FUSED DISCONNECT
- ⊕ ELECTRICAL CONNECTION W/FUSED DISCONNECT
- ⊕ ELECTRICAL CONNECTION W/WEATHER PROOF DISCONNECTS
- ⊕ ELECTRICAL CONNECTION W/20A SWITCH FUSE
- ⊕ PANELBOARD
- ⊕ THERMOSTAT MOUNTED AT 48" A.F.F.
- EX INDICATES EXISTING DEVICE
- RL INDICATES RELOCATED DEVICE
- ⊕ NURSE CALL LIGHT

LIGHTING LEGEND

- ⊕ RECESSED 2x4 FLUORESCENT FIXTURE
- ⊕ RECESSED 2x2 FLUORESCENT FIXTURE
- ⊕ INDICATES NIGHTLIGHT FIXTURE
- ⊕ INDICATES EMERGENCY FIXTURE
- ⊕ INDICATES EMERGENCY/NIGHTLIGHT FIXTURE
- ⊕ SURFACE MOUNT 1x4 FLUORESCENT FIXTURE
- ⊕ HIGH BAY 2x4 FLUORESCENT FIXTURE
- ⊕ SURFACE WALL MOUNTED FLUORESCENT FIXTURE
- ⊕ SURFACE CEILING MOUNT FLUORESCENT FIXTURE
- ⊕ RECESSED DOWNLIGHT
- ⊕ SURFACE WALL MOUNTED FIXTURE
- ⊕ SURFACE MOUNTED FIXTURE
- ⊕ SURFACE MOUNTED PENDANT FIXTURE
- ⊕ OUTSIDE POLE-MOUNT LIGHT FIXTURE
- ⊕ EXTERIOR GROUND MOUNTED LIGHT FIXTURE
- ⊕ EMERGENCY LIGHTING FIXTURE
- ⊕ LED EXIT SIGN-SHADED AREA INDICATES ILLUMINATED FACE
- ⊕ LED EXIT/EMERGENCY SIGN-SHADED AREA INDICATES ILLUMINATED FACE
- ⊕ EXTERIOR EMERGENCY EGRESS LIGHT
- ⊕ SINGLE POLE SWITCH
- ⊕ 2-POLE SWITCH
- ⊕ 3-WAY SWITCH
- ⊕ 4-WAY SWITCH
- ⊕ SWITCH W/PILOT LIGHT
- ⊕ WALL MOUNTED SINGLE LEVEL OCCUPANCY SENSOR
- ⊕ WALL MOUNTED DUAL LEVEL OCCUPANCY SENSOR
- ⊕ CEILING MOUNTED OCCUPANCY SENSOR
- ⊕ INDICATES FIXTURE TO REMAIN ON FOR SECURITY PURPOSES
- A,B INDICATES LIGHT FIXTURE SWITCH-LEGS
- P-X INDICATES PANEL AND CIRCUIT NUMBER
- ⊕ INDICATES LIGHT FIXTURE TYPE
- EX INDICATES EXISTING FIXTURE
- RL INDICATES RELOCATED FIXTURE
- TC INDICATES FIXTURE CONTROLLED BY TIMELOCK
- EM INDICATES EMERGENCY FIXTURE

SITE NOTES

1. THE CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY FOR A COMPLETE AND FUNCTIONAL ELECTRICAL SYSTEM.
2. MATERIALS AND INSTALLATION SHALL COMPLY WITH CODES, UTILITY REQUIREMENTS, LAWS AND ORDINANCES OF FEDERAL, STATE, OSHA AND LOCAL GOVERNING BODIES HAVING JURISDICTION.
3. THE CONTRACTOR SHALL COMPLY WITH ALL CODES AND STANDARDS APPLICABLE TO THIS PROJECT THAT ARE LISTED BUT NOT LIMITED TO: NEC, NFPA, NEMA, ANSI, IES, IEEE, NFPA LIFE SAFETY 101, ASHRAE 90.1, IECC ENERGY CODE AND IBC BUILDING CODE.
4. PRIOR TO ANY DIGGING, TRENCHING, ETC. CONTACT ALL LOCAL UTILITY COMPANIES AND MUNICIPALITIES AND CONFIRM EXACT LOCATIONS OF ALL EXISTING UTILITIES.
5. MATERIALS AND EQUIPMENT SHALL BE LISTED AND/OR LABELED BY UL OR ANOTHER NATIONALLY RECOGNIZED TESTING LABORATORY.
6. ALL MATERIAL, EQUIPMENT, WIRING DEVICES, ETC SHALL BE NEW, UNLESS SPECIFICALLY NOTED AS EXISTING TO BE REUSED.
7. ALL MATERIALS AND EQUIPMENT SHALL BE STORED, HANDLED, ERECTED, INSTALLED, CONNECTED, CLEANED, ADJUSTED, TESTED, CONDITIONED AND PLACED IN SERVICE IN ACCORDANCE WITH THE MANUFACTURERS DIRECTIONS AND RECOMMENDATIONS.
8. COORDINATE THE UTILITY COMPANY SERVICE FEEDS AND INSTALLATION.
9. ALL POLE FIXTURES TO BE LOCATED 4" AWAY FROM EDGE OF CURB.
10. ALL EXTERIOR LIGHT FIXTURES TO BE CONNECTED TO A COMMON EQUIPMENT GROUND. USE #8, TYPE THWN.
11. ALL CIRCUIT TO BE PLACED IN 1" CONDUITS UNLESS OTHERWISE NOTED. CIRCUIT TO USE COPPER WIRE, TYPE THWN.
12. THE CONTROLLING LIGHTING CONTACTORS SHALL BE MOUNTED INSIDE THE BUILDING WITH TIME-CLOCK CONTROL & REMOTE PHOTOCELLS LOCATED ON THE EXTERIOR SIDE OF THE BUILDING WALL. INSTALL PHOTOCELLS AT LOCATIONS WHERE BUILDING OR OTHER OBSTRUCTIONS WILL NOT INTERFERE WITH THEIR PROPER OPERATION. FINAL BRANCH CIRCUIT SUPPLY CONNECTIONS WILL BE PROVIDED BY THE BUILDING ELECTRICAL CONTRACTORS.
13. MIN. BURIAL DEPTH FOR THE LIGHTING CIRCUIT SHALL BE 24". A SLIGHT DECREASE IN DEPTH IS ALLOWED WITHIN 10' OF THE POLES.
14. VERIFY CONSTRUCTION AREAS ON OTHER SITE PLANS FOR POTENTIAL OBSTACLES AND CONSTRUCTION LIMITS.

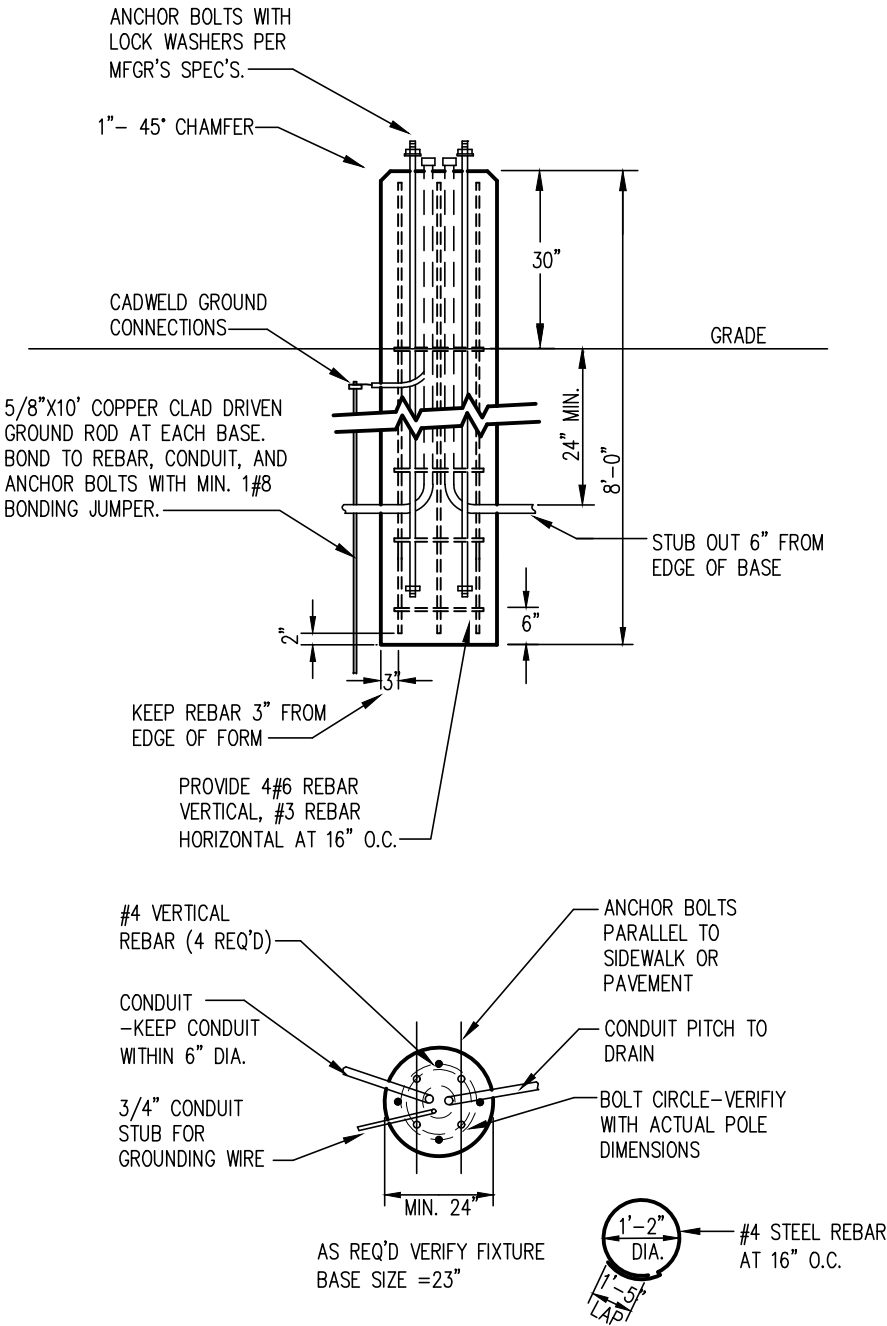
ELECTRIC GENERAL NOTES

1. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH NATIONAL, STATE AND LOCAL ELECTRICAL CODES.
2. ENERGY CODE WILL BE IN ACCORDANCE WITH ASHRAE 90.1 2010.
3. COORDINATE WORK WITH ALL OTHER TRADES.
4. EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.
5. ALL WIRING SHALL BE INSTALLED IN APPROVED RACEWAYS.
6. ALL EQUIPMENT GROUNDING CONDUCTORS SHALL BE INSTALLED AT ALL LOCATIONS.
7. ALL MEASUREMENTS TO TOP OF BOX. RECEPTACLES SHALL BE 20" A.F.F. SWITCHES SHALL BE 48" A.F.F.
8. GFI PROTECT ALL RECEPTACLES WITHIN 6' OF EVERY SINK.

LIGHTING FIXTURE SCHEDULE

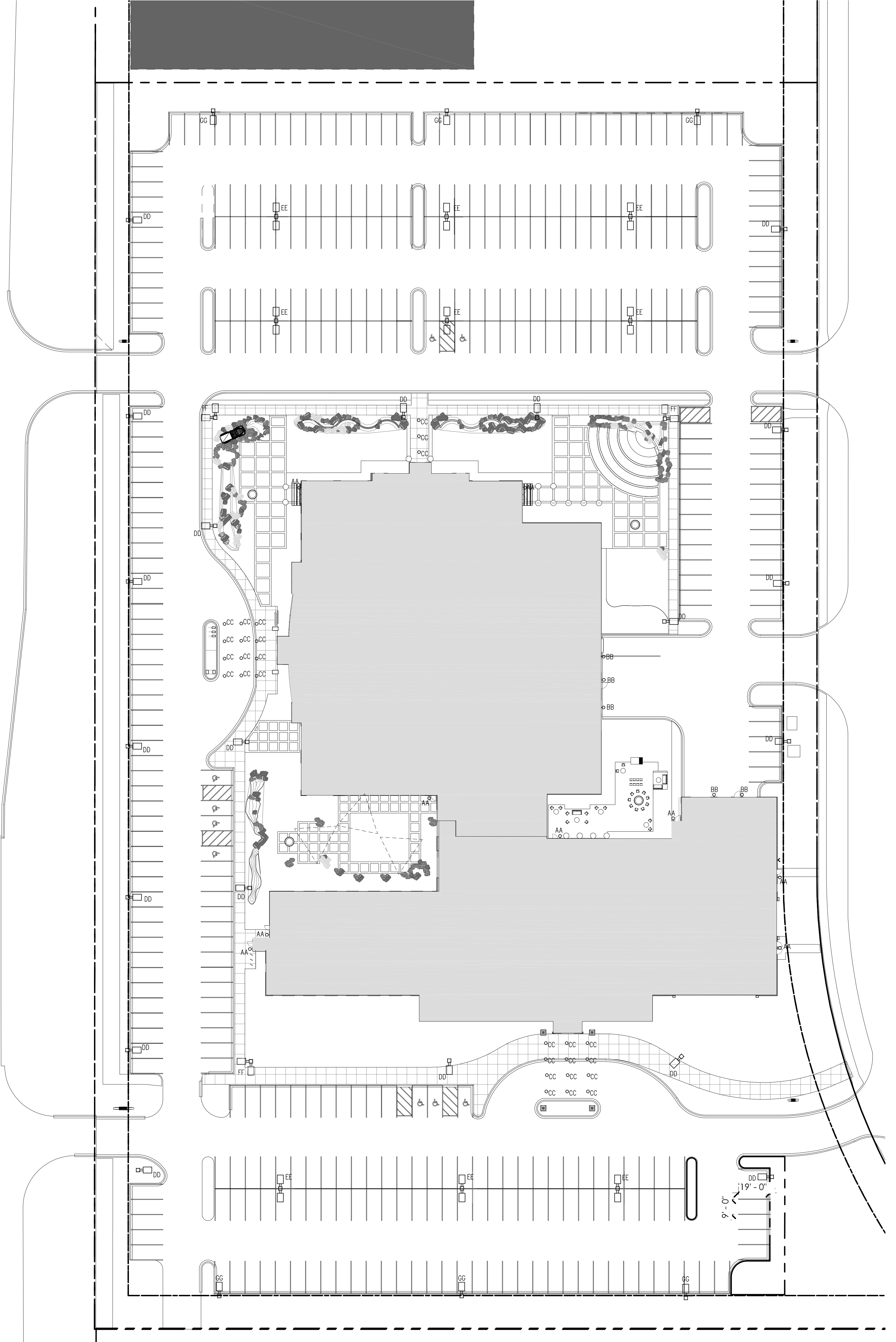
TYPE	LAMPS	WATTAGE	DESCRIPTION	NOTES
AA	LED	18	SMALL EXTERIOR WALL PACK	-
BB	LED	26	MEDIUM EXTERIOR WALL PACK	-
CC	LED	18	EXTERIOR RECESSED DOWNLIGHT	-
DD	LED	78	POLE MOUNT FIXTURE, TYPE II OPTICS, 20' POLE	-
EE	LED	(2) 78	DUAL HEAD 180° POLE MOUNT FIXTURE, TYPE III OPTICS, 20' POLE	-
FF	LED	(2) 78	DUAL HEAD 90° POLE MOUNT FIXTURE, TYPE III OPTICS, 20' POLE	-
GG	LED	105	POLE MOUNT FIXTURE, TYPE II OPTICS, 20' POLE	-
HH	LED	105	POLE MOUNT FIXTURE, TYPE III OPTICS, 20' POLE	-

NOTES:



NOTE:
 1.) USE MFG'S DIMENSIONS FOR EXACT ANCHOR BOLT AND COVER PLACEMENT.
 2.) INSTALL INLINE FUSES IN EACH UNGROUNDED CONDUCTOR WITHIN POLE BASE HAND HOLE.
 3.) TROWEL FINISH EXPOSED PORTION OF BASE TO REMOVE/COVER FORM MARKS.

2 POLE BASE DETAIL
 E1.1 NOT TO SCALE



1 ELECTRICAL SITE PLAN
 E1.1

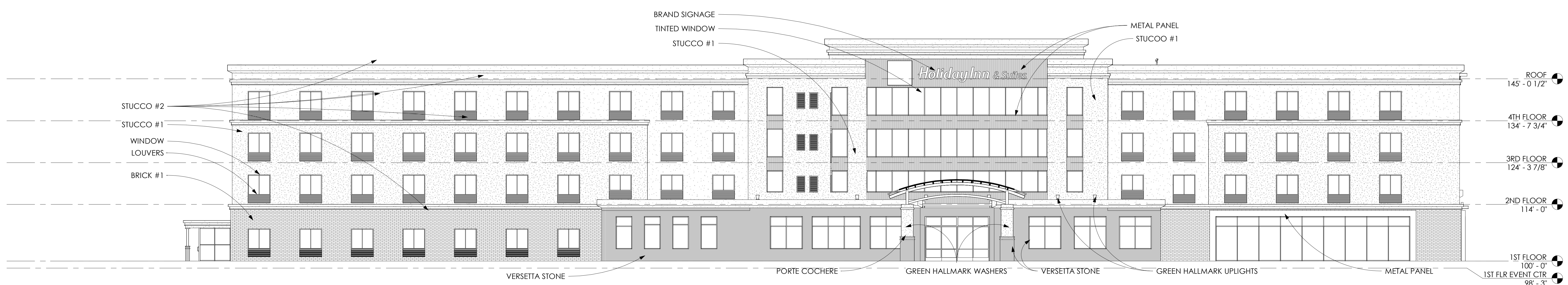
-37-

DATE	
NAME	
REVISION DESCRIPTION	

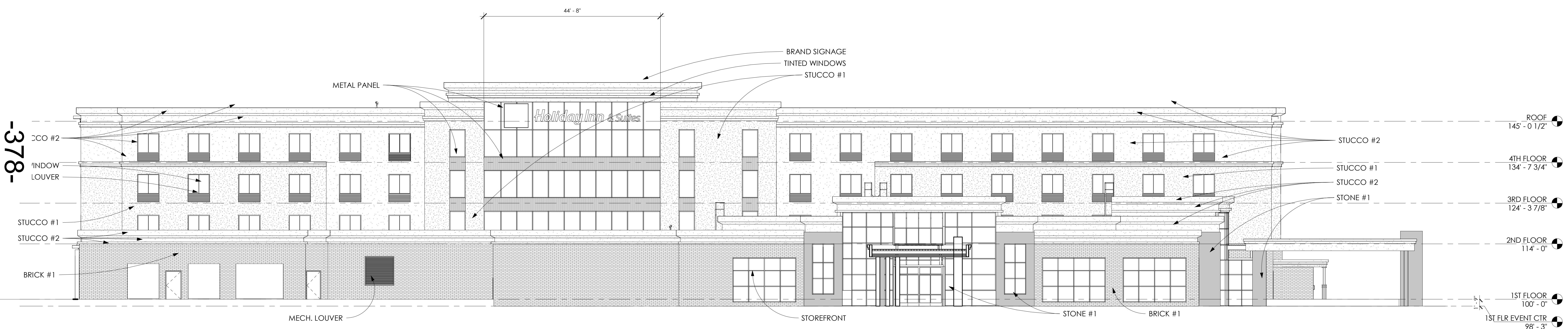
DRAWN BY: DAK	CHECKED BY: TJA
DATE: 1/4/18	DWG FILE:
REF FILE:	JOB NUMBER:

BERD! ELECTRIC LLC
 3308 S. County Rd. E. St. Cloud, MN 56301
 Phone: 320-656-0847 Fax: 320-656-0312

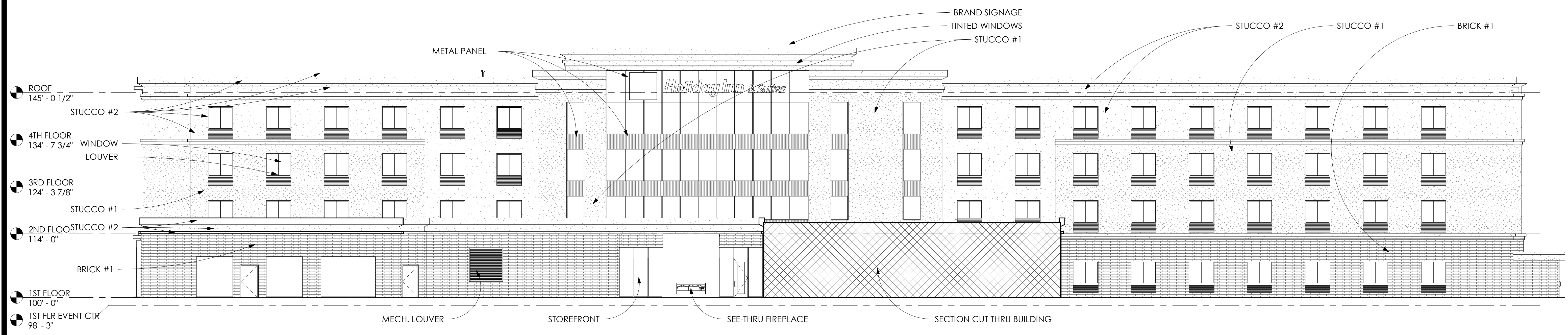
A.C/a Auth Consulting/associates
 COMPANY OFFICE: 408 Technology Drive E. Hudson, WI 54016
 BRANCH OFFICE: 3200 Lake Street Duluth, WI 54806
 Tel: 715-282-8400 Fax: 715-282-8482



1 South Elevation
SCALE 3/32" = 1'-0"



2 North Elevation
SCALE 3/32" = 1'-0"



4 Hotel North Elevation
SCALE 3/32" = 1'-0"

EXTERIOR FINISH SCHEDULE	
BRICK #1: MANUFACTURER: SIOUX CITY BRICK TYPE: UTILITY COLOR: FINE ART VELOUR SIZE: 4"x4"x12"	28.5%
STONE #1: MANUFACTURER: VERSETTA STONE TYPE: LEDGESTONE COLOR: NORTHERN ASH	7.5%
STUCCO #1: MANUFACTURER: DRYVIT FINISH: SANDBLAST COLOR: 616 KINGS GRAY	30%
STUCCO #2: MANUFACTURER: STO CORP. FINISH: QUARZPUTZ COLOR: 306 SNOW WHITE	27.2%
METAL PANEL: MANUFACTURER: FIRESTONE TYPE: ACM FLUSH METAL PANEL COLOR: MATTE BLACK	6.8%

PREPARED FOR:

open door™
HOSPITALITY

ALL ARCHITECTURAL AND ENGINEERING DRAWINGS ARE IN CONFIDENCE AND DISSEMINATION MAY NOT BE MADE WITHOUT PRIOR WRITTEN CONSENT OF THE ARCHITECT. ALL COMMON LAW RIGHTS OF COPYRIGHT AND OTHERWISE, ARE HEREBY SPECIFICALLY RESERVED. I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF IOWA.
PRINT NAME: Gary Fischer
SIGNATURE:
DATE: 02/01/2018 LICENSE #: 3965

SITE PLAN APPLICATION 02/02/2018

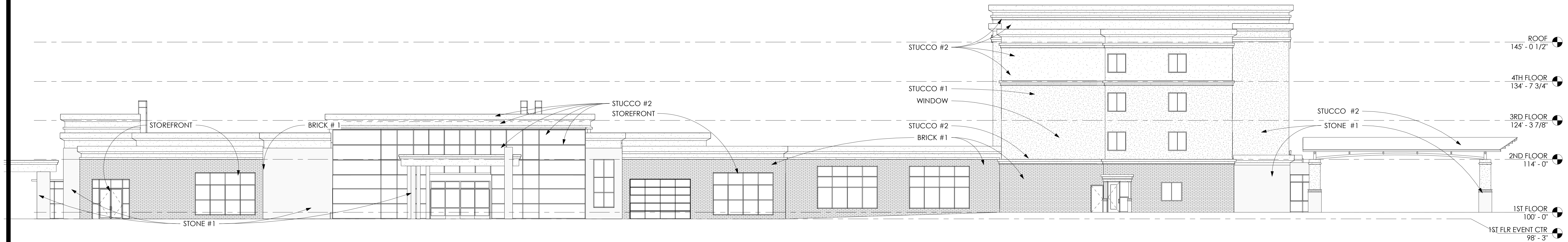
NOT FOR CONSTRUCTION

InterContinental Hotels Group
Location : 19394
Inn Code : ALOCF
Project : 32669

217035A

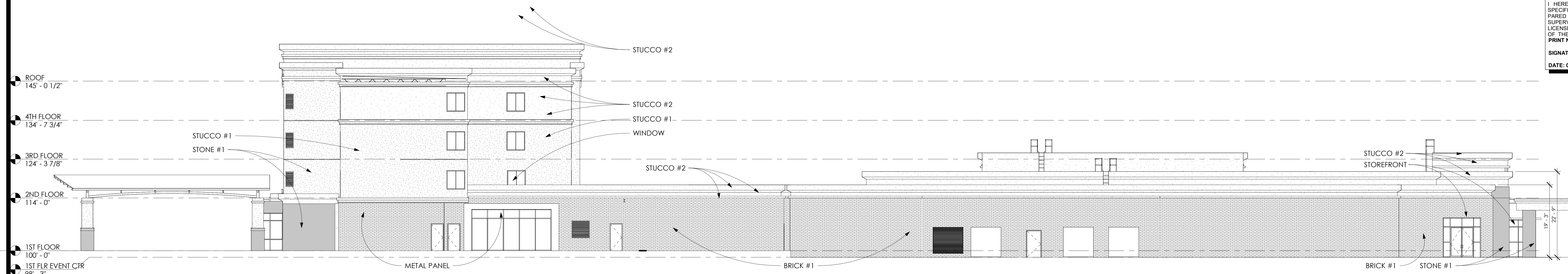
EXTERIOR ELEVATION

A3.0



1 West Elevation
 SCALE 3/32" = 1'-0"

-379-



2 East Elevation
 SCALE 3/32" = 1'-0"

PREPARED FOR:

ALL ARCHITECTURAL AND ENGINEERING DRAWINGS ARE IN CONFIDENCE AND DISSEMINATION MAY NOT BE MADE WITHOUT PRIOR WRITTEN CONSENT OF THE ARCHITECT. ALL COMMON LAW RIGHTS OF COPYRIGHT AND OTHERWISE, ARE HEREBY SPECIFICALLY RESERVED. I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF IOWA.
 PRINT NAME: Gary Fischer
 SIGNATURE:
 DATE: 02/01/2018 LICENSE #: 3965

SITE PLAN APPLICATION 02/02/2018

InterContinental
 Location : 193
 Inn Code : ALC
 Project : 326

217

EXTERIOR SECTION

Item G.2.0.

A3.1

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Item G.2.0.



Holiday Inn & Suites
Conference Center
Cedar Falls, IA

Prelim Site Lighting
1-5-2018





Ultra-high efficiency LED 18 Watt wallpack. Patent Pending thermal management system. 100,000 hour L70 lifespan. 5 Year Warranty.

Color: Bronze

Weight: 7.5 lbs

Project:

Type:

Prepared By:

Date:

Driver Info

Type: Constant Current
120V: 0.17A
208V: 0.11A
240V: 0.09A
277V: 0.08A
Input Watts: 20W
Efficiency: 89%

LED Info

Watts: 18W
Color Temp: 5000K
Color Accuracy: 73 CRI
L70 Lifespan: 100000
Lumens: 2508
Efficacy: 124 LPW

Technical Specifications

Listings

UL Listing:

Suitable for wet locations. Suitable for mounting within 1.2m (4ft) of the ground.

DLC Listed:

This product is on the Design Lights Consortium (DLC) Qualified Products List and is eligible for rebates from DLC Member Utilities.

DLC Product Code: P00001751

IESNA LM-79 & LM-80 Testing:

RAB LED luminaires have been tested by an independent laboratory in accordance with IESNA LM-79 and LM-80, and have received the Department of Energy "Lighting Facts" label.

Dark Sky Approved:

The International Dark Sky Association has approved this product as a full cutoff, fully shielded luminaire.

LED Characteristics

Lifespan:

100,000-hour LED lifespan based on IES LM-80 results and TM-21 calculations.

LED:

Multi-chip, high-output, long-life LED

Color Consistency:

7-step MacAdam Ellipse binning to achieve consistent fixture-to-fixture color.

Color Stability:

LED color temperature is warrantied to shift no more than 200K in CCT over a 5 year period.

Color Uniformity:

RAB's range of CCT (Correlated Color Temperature) follows the guidelines of the American National Standard for Specifications for the Chromaticity of Solid State Lighting (SSL) Products, ANSI C78.377-2017.

Electrical

Driver:

Constant Current, Class 2, 100-277V, 50/60 Hz, 4 kV surge protection, 500mA, 100-240VAC: 0.3-0.15A, 277VAC: 0.15A, Power Factor: 99%

Construction

Maximum Ambient Temperature:

Suitable for use in 40°C (104°F) ambient temperatures

Cold Weather Starting:

Minimum starting temperature is -40°C (-40°F)

Thermal Management:

Superior heat sinking with external Air-Flow fins

Finish:

Our environmentally friendly polyester powder coatings are formulated for high-durability and long-lasting color, and contain no VOC or toxic heavy metals.

Reflector:

Semi-specular, vacuum-metalized polycarbonate

Gaskets:

High-temperature silicone gaskets

Housing:

Die-cast aluminum housing, lens frame and mounting arm

Mounting:

Heavy-duty mounting arm with "O" ring seal & stainless steel screws

Green Technology:

Mercury and UV free. RoHS compliant components. Polyester powder coat finish formulated without the use of VOC or toxic heavy metals.

Other

California Title 24:

WPLED18 with available photocell options comply with 2013 California Title 24 building and electrical codes as a commercial outdoor non-pole-mounted fixture ≤ 30 Watts. Add /PC, /PC2, /PCS or /PCS2 to RAB catalog number to add a photocell.

For Use on LEED Buildings:

IDA Dark Sky Approval means that this fixture can be used to achieve LEED Credits for Light Pollution Reduction.

Patents:

The design of WPLED18 is protected by US patent D608,040, Canada patent 138280, and China patent CN301649064S.

Warranty:

RAB warrants that our LED products will be free from defects in materials and workmanship for a period of five (5) years from the date of delivery to the end user, including coverage of light output, color stability, driver performance and fixture finish.

Replacement:

Replaces 150W Metal Halide.

Buy American Act Compliance:

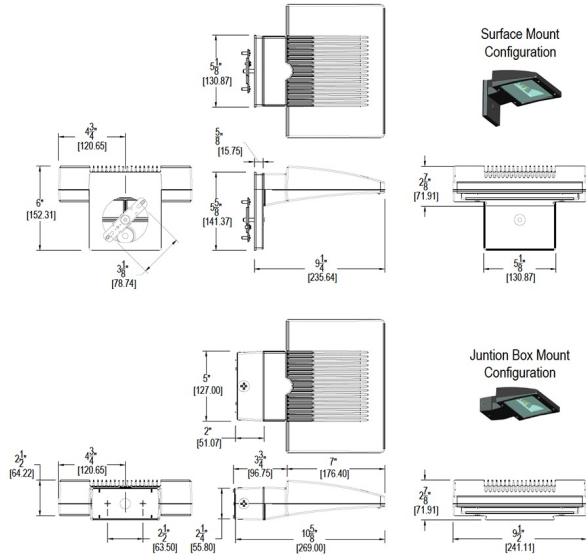
RAB values USA manufacturing! Upon request, RAB may be able to manufacture this product to be compliant with the Buy American Act (BAA). Please contact customer service to request a quote for the product to be made BAA compliant.

Optical

BUG Rating:

B1 U0 G0

Dimensions



Features

- Ultra-high efficiency LED 18 Watt wallpack
- Replaces 150W Metal Halide Wallpacks
- 100,00-Hour LED Lifespan
- 5-Year Warranty

Ordering Matrix

Family	Wattage	Color Temp	Finish	Emergency Battery Backup	Options
WPLED	18				
	18 = 18W	Blank = 5000K (Cool) N = 4000K (Neutral) Y = 3000K (Warm)	Blank = Bronze W = White	Blank = No Battery Backup /E = Standard Battery Backup /EC = Battery Backup with Cold Start	Blank = No Option /PC = 120V Button Photocell /PC2 = 277V Button Photocell /PCS = 120V Swivel Photocell /PCS2 = 277V Swivel Photocell



LED 26W Wallpacks. Patent Pending thermal management system. 100,000 hour L70 lifespan. 5 Year Warranty.

Color: Bronze

Weight: 7.5 lbs

Project:	Type:
Prepared By:	Date:

Driver Info		LED Info	
Type:	Constant Current	Watts:	26W
120V:	0.26A	Color Temp:	5000K
208V:	0.16A	Color Accuracy:	73 CRI
240V:	0.14A	L70 Lifespan:	100000
277V:	0.12A	Lumens:	3475
Input Watts:	30W	Efficacy:	118 LPW
Efficiency:	88%		

Technical Specifications

Listings

UL Listing:

Suitable for wet locations. Suitable for mounting within 1.2m (4ft) of the ground.

DLC Listed:

This product is on the Design Lights Consortium (DLC) Qualified Products List and is eligible for rebates from DLC Member Utilities.

DLC Product Code: _P0000170I

Dark Sky Approved:

The International Dark Sky Association has approved this product as a full cutoff, fully shielded luminaire.

LED Characteristics

Lifespan:

100,000-hour LED lifespan based on IES LM-80 results and TM-21 calculations.

Color Consistency:

7-step MacAdam Ellipse binning to achieve consistent fixture-to-fixture color.

Color Stability:

LED color temperature is warranted to shift no more than 200K in CCT over a 5 year period.

Color Uniformity:

RAB's range of CCT (Correlated Color Temperature) follows the guidelines of the American National Standard for Specifications for the Chromaticity of Solid State Lighting (SSL) Products, ANSI C78.377-2017.

Construction

IP Rating:

Ingress Protection rating of IP66 for dust and water

Finish:

Formulated for high-durability and long lasting color.

Ambient Temperature:

Suitable for use in 40°C (104°F) ambient temperatures.

Cold Weather Starting:

Minimum starting temperature is -40°C (-40°F)

Green Technology:

Mercury and UV free. RoHS compliant components. Polyester powder coat finish formulated without the use of VOC or toxic heavy metals.

For use on LEED Buildings:

IDA Dark Sky Approval means that this fixture can be used to achieve LEED Credits for Light Pollution Reduction.

Electrical

Driver:

Multi-chip 26W high output long life LED Driver Constant Current, 720mA, Class 2, 6kV Surge Protection, 100V-277V, 50-60 Hz, 100-240V.4 Amps.

Other

California Title 24:

See WPLED26/PC for a 2013 California Title 24 compliant model.

Patents:

The WPLED design is protected by U.S. Pat. D634878, Canada Pat 134878, China Pat. CN301649064S.

Equivalency:

Equivalent to 175W Metal Halide.

Buy American Act Compliance:

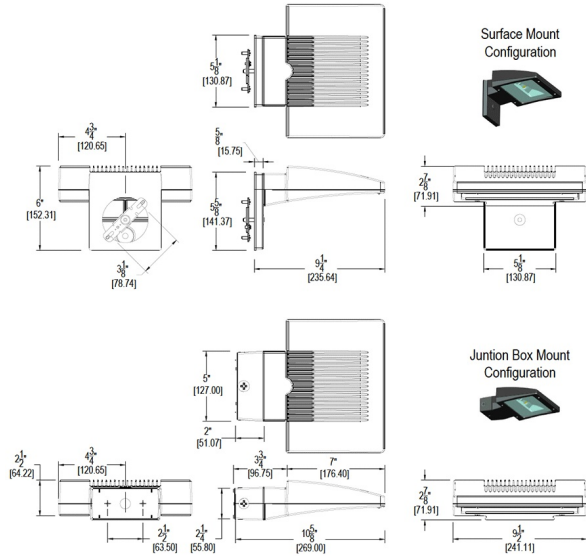
RAB values USA manufacturing! Upon request, RAB may be able to manufacture this product to be compliant with the Buy American Act (BAA). Please contact customer service to request a quote for the product to be made BAA compliant.

Optical

BUG Rating:

B1 U0 G0

Dimensions



Features

- High performance LED light engine
- Maintains 70% of initial lumens at 100,000 hours
- Weatherproof high temperature silicone gaskets
- Superior heat sinking with die cast aluminum housing and external fins
- 100 up to 277 Volts
- 5-year warranty

Ordering Matrix

Family	Wattage	Color Temp	Sensor	Finish	Photocell	Dimming
WPLED	26 = 26W	Blank = 5000K (Cool) Y = 3000K (Warm) N = 4000K (Neutral)	Blank = No Sensor MS = Mini Sensor	Blank = Bronze W = White	Blank = No Photocell /PC = 120V Button /PCS = 120V Swivel /PC2 = 277V Button	Blank = No Dimming /D10 = Dimmable

Item G.2.o.



New and Existing Construction

LBSLEDA10L

LBSQLEDA10L

LED Surface Mount
1000 Lumen Module
Wet Location
120V

DATE: _____ TYPE: _____

FIRM NAME: _____

PROJECT: _____



APPLICATIONS:

LiteBox Surface Mount LED modules are designed for use in new construction or retrofit IC or non-IC applications. It can be installed onto a standard 4" J-box, or into a 4", 5" or 6" recessed housing with optional mounting kit. Lumen output and distribution comparable to a 100 watt incandescent lamp while consuming only 17 watts of electricity. Energy Star qualified. Suitable for use with continuous room side temperatures up to 40°C (104°F).

LIGHT ENGINE:

High efficacy LED light engine integrated with durable aluminum heat sink for excellent thermal management. 120V, 50/60Hz, powered directly to AC without the need for a driver. Output over-voltage, over-current, and short circuit protection. System designed for optimal life and lumen maintenance (42,000 hours at 70% lumen maintenance per TM-21).

DIMMING:

Continuous dimming to 15% with many LED rated dimmer controls. (See Dimming Notes on pg 3 for recommended dimmers.)

LENS/REFLECTOR:

All LiteBox LED modules are provided standard with a diffuse impact resistant polycarbonate lens for uniform illumination.

INSTALLATION:

New Construction: Install onto a standard 4" J-Box, or use with Prescolite's DBX Quicklink Housing. Quicklink connector mates directly to housing connector without a screw-base adapter.

Retrofit: Install onto a standard 4" J-Box, or use in Prescolite or competitive 4", 5" or 6" recessed cans with optional mounting kit.

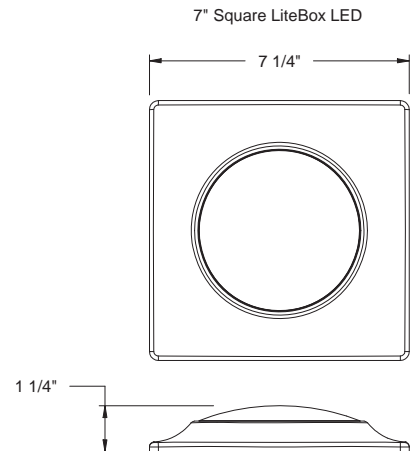
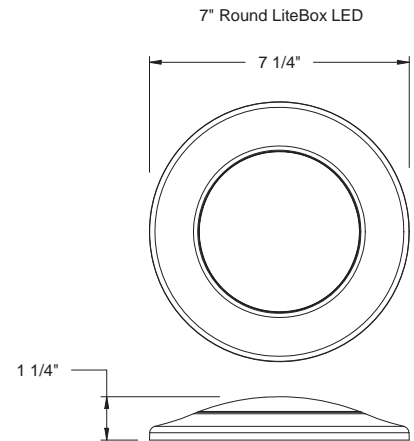
CERTIFICATIONS:

CSA certified to US and Canadian safety standards. ENERGY STAR qualified. Suitable for wet locations.

WARRANTY:

5 year warranty

See www.prescolite.com for details.



EXAMPLE: LBSLEDA10L30K9 WH

CATALOG NUMBER

TRIM	LED COLOR	CRI	TRIM COLOR
<input type="checkbox"/> LBSLEDA10L 7" Surface Mount Round LED Module	<input type="checkbox"/> 27K¹ 2700 Kelvin	<input type="checkbox"/> 8 80+ CRI	<input type="checkbox"/> WH White
<input type="checkbox"/> LBSQLEDA10L 7" Surface Mount Square LED Module	<input type="checkbox"/> 30K¹ 3000 Kelvin	<input type="checkbox"/> 9 90+ CRI	<input type="checkbox"/> BL Black
	<input type="checkbox"/> 35K¹ 3500 Kelvin		<input type="checkbox"/> Z Zet
	<input type="checkbox"/> 40K² 4000 Kelvin		<input type="checkbox"/> BZ Bronze
	<input type="checkbox"/> 50K² 5000 Kelvin		

ACCESSORIES

- LBSMTGKIT**
Mounting Kit for LiteBox LED Surface fixtures to install into most 4", 5", or 6" recessed cans. Set of 8. Not required for J-Box mounting.

Notes
¹Available only in 90 CRI
²Available only in 80 CRI



In a continuing effort to offer the best product possible we reserve the right to change, without notice, specifications or materials that in our opinion will not alter the function of the product.
Web: www.prescolite.com -388- Tech Support: (888) 777-4832

LB-LED-011

PHOTOMETRIC DATA

Item G.2.o. LiteBox LED - Surface Mount LED Downlight Modules

ELECTRICAL DATA	LBSLEDA10L	LBSQLEDA10L
Input Voltage	120V AC	120V AC
Input Frequency	50/60 Hz	50/60 Hz
Input Current	0.14A	0.14A
Input Power	16.4W	16.4W
Power Factor	>0.90	>0.90
THD	<20%	<20%
EMI Filtering	FCC 47CFR	FCC 47CFR
	Part 15, Class B	Part 15, Class B
Operating Temperature	-30°C to 40°C	-30°C to 40°C
Dimming	Yes*	Yes*

Over-voltage, over-current, short-circuit protected

*See Dimming Notes for more information

LBSLEDA10L30K9 WH

LED Light Engine: 3000K, 90+ CRI

System Wattage: 16.4

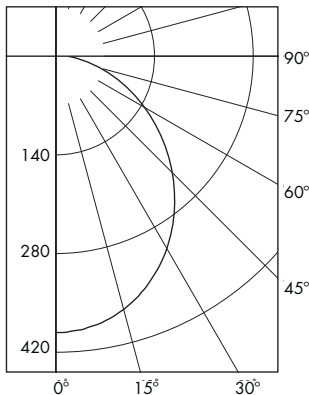
Fixture delivered lumens: 1032

Fixture Efficacy: 63.0

Spacing Criteria: 1.2

Performance Datachart

Single Unit, Initial Footcandles, 30" Work Plane							Ceiling to Floor Height (ft)	Multiple Units, Initial Footcandles, 30" Work Plane			
Nadir	10°		20°		30°			Spacing is Maximum Over Work Plane, SMH= 1.2			
FC	FC	Dia (ft)	FC	Dia (ft)	FC	Dia (ft)	Fixture Spacing (ft)	RCR 2	RCR 5	RCR 7	
29	28	1	22	3	16	4	6	4.0	50	35	29
12	11	2	9	4	6	6	8	7.0	20	14	12
6	5	3	4	6	3	9	10.5	10.0	9	7	5
4	4	3	3	7	2	11	12	11.0	7	5	4



CANDELA DISTRIBUTION

DEG	CANDELA
0	392
5	390
15	372
25	337
35	290
45	234
45	175
55	117
65	66
75	28
90	16

ZONAL LUMEN SUMMARY

ZONE	LUMENS	%FIXT
0-30	297	28.8
0-40	478	46.3
0-60	814	78.9
0-90	1032	100.0

COEFFICIENTS OF UTILIZATION

Zonal Cavity Method

Room Cavity Ratio	% Effective Ceiling Cavity Reflectance															
	80%				70%				50%				30%			
	20% Effective Floor Cavity Reflectance															
	% Wall Reflectance															
	70	50	30	10	70	50	30	10	70	50	30	10				
1	108	104	99	95	106	94	97	94	93	90	87	84				
3	90	80	71	65	88	64	75	69	72	67	62	57				
5	76	63	54	58	74	47	60	53	58	52	47	41				
7	65	52	43	37	64	37	50	42	48	41	35	29				
9	57	44	35	30	56	30	42	35	41	34	28	23				

LBSLEDA10L30K9 WH

Test No. 14.00619 2768255-3

Test No. 14.00619 2768255-3

Tested at 25° Ambient in accordance to IESNA LM-79-2008

Central Inverters

For full fixture output in back-up mode, we recommend you visit www.dual-lite.com for your Central Lighting Inverter options. Please contact your local Hubbell representative for any assistance with proper sizing and loading of your inverter selection. Central lighting inverters must be ordered separately.

LiteGear: www.dual-lite.com/products/litegear_lg_series

LPS Series: www.dual-lite.com/products/lps

NOTES

Refer to www.prescolite.com for additional photometric tests (IES Files).



Web: www.prescolite.com • Tech Support: (888) 777-4832
 701 Millennium Boulevard • Greenville, SC 29607 U.S.A. • Phone (864) 678-1000
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 Specifications subject to change without notice. • Printed in U.S.A. • 7/20/16



HUBBELL
Lighting, Inc.

DIMMING NOTES:

Surface Mount LED modules are designed to be compatible with many dimmer controls. Electronic low-voltage rated dimmer controls may offer favorable dimming performance. Incandescent type dimmers are not recommended. The following is a list of known compatible dimmer controls:

Manufacturer	Series	Part Number
Leviton	Renoir II	AWRMG-EAW
Leviton	Sure Slide	6615-8
Lutron	Diva Series	(Part Number DVELV-300)
Lutron	Maestro Series	(Part Number MAELV-600)
Lutron	Nova T Series	(Part Number NTELV-300)
Lutron	Spacer Series	(Part Number SPSELV-600)
Lutron	Vierti Series	(Part Number VTELV-600)

LED Rated Controls

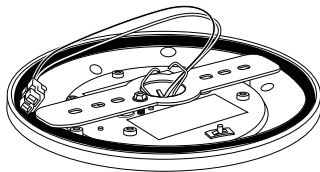
Pass & Seymour (Part Number DCL453PTCCCV6)

Incandescent Digital type dimmers are not recommended

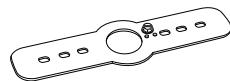
Dimming capabilities will vary depending on the dimmer control, load, and circuit installation. Always refer to dimmer manufacturer instructions or a controls specialist for specific requirements.

Dimmer control brand names where identified above are tradenames or registered trademarks of each respective company.

J-Box Mount with quick link

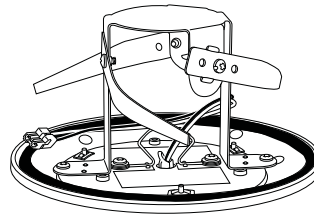


J-Box Adapter

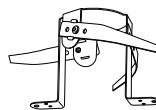


Optional LBSMTGKIT Mounting Options:

Recessed Mount with quick link



Recessed Adapter



E26 Edison Base Adapter





Specification grade area lights available in IES Type II distributions. For use in parking lots, roadways, pathways and general area lighting. Patent pending thermal management system. 5 Year Warranty.

Color: Bronze

Weight: 32.0 lbs

Project:	Type:
Prepared By:	Date:

Driver Info		LED Info	
Type:	Constant Current	Watts:	78W
120V:	0.66A	Color Temp:	5000K
208V:	0.41A	Color Accuracy:	71 CRI
240V:	0.35A	L70 Lifespan:	100000
277V:	0.30A	Lumens:	9552
Input Watts:	78W	Efficacy:	123 LPW
Efficiency:	N/A		

Technical Specifications

Listings

UL Listing:

Suitable for wet locations as a downlight.

DLC Listed:

This product is on the Design Lights Consortium (DLC) Qualified Products List and is eligible for rebates from DLC Member Utilities.

DLC Product Code: _P0000179P

IESNA LM-79 & IESNA LM-80 Testing:

RAB LED luminaires have been tested by an independent laboratory in accordance with IESNA LM-79 and 80, and have received the Department of Energy "Lighting Facts" label.

Dark Sky Approved:

The International Dark Sky Association has approved this product as a full cutoff, fully shielded luminaire.

LED Characteristics

Lifespan:

100,000-hour LED lifespan based on IES LM-80 results and TM-21 calculations.

LEDs:

Six (6) multi-chip, 13W, high-output, long-life LEDs.

Color Consistency:

3-step MacAdam Ellipse binning to achieve consistent fixture-to-fixture color.

Color Stability:

LED color temperature is warrantied to shift no more than 200K in CCT over a 5 year period.

Color Uniformity:

RAB's range of CCT (Correlated Color Temperature) follows the guidelines of the American National Standard for Specifications for the Chromaticity of Solid State Lighting (SSL) Products, ANSI C78.377-2017.

Construction

IES Classification:

The Type II distribution is ideal for wide walkways, on ramps and entrance roadways, bike paths and other long and narrow lighting applications. This type is meant for lighting larger areas and usually is located near the roadside. This type of lighting is commonly found on smaller side streets or jogging paths.

Effective Projected Area:

EPA = 0.75

Ambient Temperature:

Suitable for use in 40°C (104°F) ambient temperatures.

Cold Weather Starting:

Minimum starting temperature is -40°C (-40°F)

Thermal Management:

Superior heat sinking with external Air-Flow fins.

Lens:

Tempered glass lens.

Housing:

Die cast aluminum housing, lens frame and mounting arm.

IP Rating:

Ingress Protection rating of IP66 for dust and water

Mounting:

Universal mounting arm compatible for hole spacing patterns from 1" to 5 1/2" center to center. Round Pole Adaptor plate included as a standard. Easy slide and lock to mount fixture with ease.

Reflector:

Specular vacuum-metallized polycarbonate

Gaskets:

High temperature silicone gaskets.

Finish:

Formulated for high-durability and long lasting color.

Green Technology:

Mercury and UV free. RoHS compliant components. Polyester powder coat finish formulated without the use of VOC or toxic heavy metals.

For use on LEED Buildings:

IDA Dark Sky Approval means that this fixture can be used to achieve LEED Credits for Light Pollution Reduction.

Electrical

Driver:

Constant Current, Class 2, 2000mA, 100-277V, 50-60Hz, 1.1A, Power Factor 99%

THD:

5.0% at 120V, 12.3% at 277V

Surge Protection:

4kV

Technical Specifications (continued)

Electrical

Surge Protector:

ALED78 is available with a 6kV surge protector (SP6). SP6 available .

Other

California Title 24:

See ALED2T78/D10, ALED2T78/BL, ALED2T78/PCS, ALED2T78/PCS2, or ALED2T78/PCT for a 2013 California Title 24 compliant product. Any additional component requirements will be listed in the Title 24 section under technical specifications on the product page.

Compatibility:

Compatible with Round Poles with a diameter of 2.5" to 6"

Warranty:

RAB warrants that our LED products will be free from defects in materials and workmanship for a period of five (5) years from the date of delivery to the end user, including coverage of light output, color stability, driver performance and fixture finish.

Patents:

The ALED design is protected by patents in the U.S. Pat. 668,370, Canada Pat. 144956, China ZL201230100154.X, and Mexico Pat. 38423. Pending patents in Taiwan.

Replacement:

Replaces 250W Metal Halide.

Buy American Act Compliance:

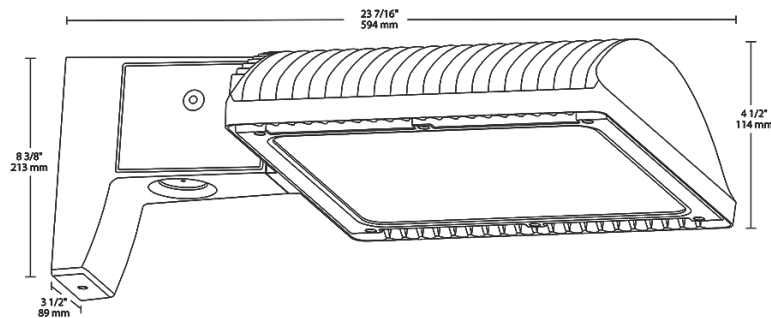
RAB values USA manufacturing! Upon request, RAB may be able to manufacture this product to be compliant with the Buy American Act (BAA). Please contact customer service to request a quote for the product to be made BAA compliant.

Optical

BUG Rating:

B1 U0 G2

Dimensions

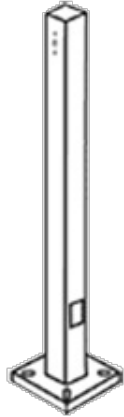


Features

- 66% energy cost savings vs. HID
- 100,000-hour LED lifespan
- Type II distribution
- 5-year warranty

Ordering Matrix

Family	Optics	Wattage	Mounting	Color Temp	Finish	Driver Options	Photocell Options
ALED	2T	78					
	2T = Type II	50 = 50W	Blank = Pole mount	Blank = 5000K (Cool)	Blank = Bronze	Blank = 120-277V	Blank = No Option
	3T = Type III	78 = 78W	SF = Slipfitter	N = 4000K (Neutral)	RG = Roadway Gray	/480 = 480V (not available for 150W)	/PC = 120V Button Photocell (Pole mount models only)
	4T = Type IV	105 = 105W		Y = 3000K (Warm)	W = White	/BL = Bi-Level	/PC2 = 277V Button Photocell (Pole mount models only)
		125 = 125W				/D10 = 0-10V Dimming	/PCT = 120-277V Twistlock Photocell (Pole mount models only)
		150 = 150W					/PCT4 = 480V Twistlock Photocell (Pole mount models only)
							/PCS = 120V Swivel Photocell
							/PCS2 = 277V Swivel Photocell
							/PCS4 = 480V Swivel Photocell
							/WS2 = Multi-Level Motion Sensor 20 ft. (Only available 0-10V dimming models)
							/WS4 = Multi-Level Motion Sensor 40 ft. (Only available 0-10V dimming models)



Square steel poles drilled for 2 Area Lights at 180°. Designed for ground mounting. Poles are stocked nationwide for quick shipment. Protective packaging ensures poles arrive at the job site good as new.

Color: Bronze

Weight: 137.0 lbs

Project:	Type:
Prepared By:	Date:

Lamp Info		Ballast Info	
Type:	N/A	Type:	N/A
Watts:	0W	120V:	N/A
Shape/Size:	N/A	208V:	N/A
Base:	N/A	240V:	N/A
ANSI:	N/A	277V:	N/A
Hours:	N/A	Input Watts:	0W
Lamp Lumens:	N/A		
Efficacy:	N/A		

Technical Specifications

Listings

CSA Listed:

Suitable for wet locations.

Construction

Shaft:

46,000 p.s.i. minimum yield.

Hand Holes:

Reinforced with grounding lug and removable cover.

Base Plates:

Slotted base plates 36,000 p.s.i.

Shipping Protection:

All poles are shipped in individual corrugated cartons to prevent finish damage.

Color:

Bronze powder coating.

Height:

20 FT.

Weight:

137 lbs.

Gauge:

11

Wall Thickness:

1/8".

Shaft Size:

4".

Hand Hole Dimensions:

3" x 5".

Bolt Circle:

8 1/2".

Base Dimension:

8".

Anchor Bolt:

Galvanized anchor bolts and galvanized hardware and anchor bolt template. All bolts have a 3" hook.

Anchor Bolt Templates:

WARNING Template must be printed on 11" x 17" sheet for actual size. CHECK SCALE BEFORE USING. Templates shipped with anchor bolts and available .

Pre-Shipped Anchor Bolts:

Bolts can be pre-shipped upon request for additional freight charge.

MaxEPA's/Max Weights:

70MPH 8.3 ft_/240 lb
 80MPH 5.6 ft_/165 lb
 90MPH 3.6 ft_/110 lb
 100MPH 2.2 ft_/75 lb
 110MPH 1.0 ft_/45 lb
 120MPH 0.2 ft_/20 lb.

Other

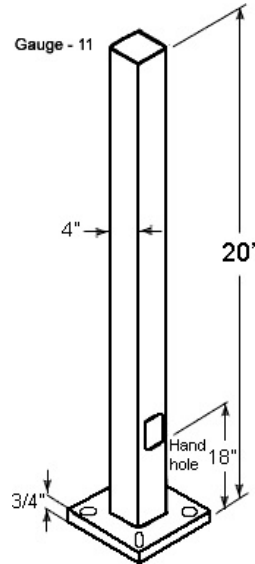
Terms of Sale:

Pole Terms of Sale is available .

Buy American Act Compliance:

RAB values USA manufacturing! Upon request, RAB may be able to manufacture this product to be compliant with the Buy American Act (BAA). Please contact customer service to request a quote for the product to be made BAA compliant.

Dimensions



Features

- Designed for ground mounting
- Heavy duty TGIC polyester coating
- Reinforced hand holes with grounding lug and removable cover for easy wiring access
- Anchor Bolt Kit includes pole cap and base cover (sold separately)
- Custom manufactured for each application



Specification grade area lights available in IES Type III distributions. For use for roadway, general parking and other area lighting applications where a larger pool of lighting is required. Patent pending thermal management system. 5 Year Warranty.

Color: Bronze

Weight: 30.4 lbs

Project:	Type:
Prepared By:	Date:

Driver Info		LED Info	
Type:	Constant Current	Watts:	78W
120V:	0.66A	Color Temp:	5000K
208V:	0.41A	Color Accuracy:	71 CRI
240V:	0.35A	L70 Lifespan:	100000
277V:	0.30A	Lumens:	9263
Input Watts:	77W	Efficacy:	121 LPW
Efficiency:	N/A		

Technical Specifications

LED Characteristics

Lifespan:

100,000-hour LED lifespan based on IES LM-80 results and TM-21 calculations.

LEDs:

Six (6) multi-chip, 13W, high-output, long-life LEDs.

Color Consistency:

3-step MacAdam Ellipse binning to achieve consistent fixture-to-fixture color.

Color Stability:

LED color temperature is warrantied to shift no more than 200K in CCT over a 5 year period.

Color Uniformity:

RAB's range of CCT (Correlated Color Temperature) follows the guidelines of the American National Standard for Specifications for the Chromaticity of Solid State Lighting (SSL) Products, ANSI C78.377-2017.

Listings

DLC Listed:

This product is on the Design Lights Consortium (DLC) Qualified Products List and is eligible for rebates from DLC Member Utilities.
 DLC Product Code: _P0000179S

IESNA LM-79 & IESNA LM-80 Testing:

RAB LED luminaires have been tested by an independent laboratory in accordance with IESNA LM-79 and 80, and have received the Department of Energy "Lighting Facts" label.

Dark Sky Approved:

The International Dark Sky Association has approved this product as a full cutoff, fully shielded luminaire.

UL Listing:

Suitable for wet locations as a downlight.

Construction

IES Classification:

The Type III distribution is ideal for roadway, general parking and other area lighting applications where a larger pool of lighting is required. It is intended to be located near the side of the area, allowing the light to project outward and fill the area.

IP Rating:

Ingress Protection rating of IP66 for dust and water

Ambient Temperature:

Suitable for use in 40°C (104°F) ambient temperatures.

Cold Weather Starting:

Minimum starting temperature is -40°C (-40°F)

Thermal Management:

Superior heat sinking with external Air-Flow fins.

Effective Projected Area:

EPA = 0.75

Lens:

Tempered glass lens.

Housing:

Die cast aluminum housing, lens frame and mounting arm.

Mounting:

Universal mounting arm compatible for hole spacing patterns from 1" to 5 1/2" center to center. Round Pole Adaptor plate included as a standard. Easy slide and lock to mount fixture with ease.

Reflector:

Specular vacuum-metallized polycarbonate

Gaskets:

High temperature silicone gaskets.

Finish:

Formulated for high-durability and long lasting color.

Green Technology:

Mercury and UV free. RoHS compliant components. Polyester powder coat finish formulated without the use of VOC or toxic heavy metals.

For use on LEED Buildings:

IDA Dark Sky Approval means that this fixture can be used to achieve LEED Credits for Light Pollution Reduction.

Electrical

Driver:

Constant Current, Class 2, 2000mA, 100-277V, 50-60Hz, 1.1A, Power Factor 99%

THD:

5.3% at 120V, 13.3% at 277V

Surge Protection:

4kV

Technical Specifications (continued)

Electrical

Surge Protector:

ALED78 is available with a 6kV surge protector (SP6). SP6 available .

Other

California Title 24:

See ALED3T78/D10, ALED3T78/BL, ALED3T78/PCS, ALED3T78/PCS2, or ALED3T78/PCT for a 2013 California Title 24 compliant product. Any additional component requirements will be listed in the Title 24 section under technical specifications on the product page.

Compatibility:

Compatible with Round Poles with a diameter of 2.5" to 6"

Warranty:

RAB warrants that our LED products will be free from defects in materials and workmanship for a period of five (5) years from the date of delivery to the end user, including coverage of light output, color stability, driver performance and fixture finish.

Patents:

The ALED design is protected by patents in the U.S. Pat. 668,370, Canada Pat. 144956, China ZL201230100154.X, and Mexico Pat. 38423. Pending patents in Taiwan.

Replacement:

Replaces 250W Metal Halide.

Buy American Act Compliance:

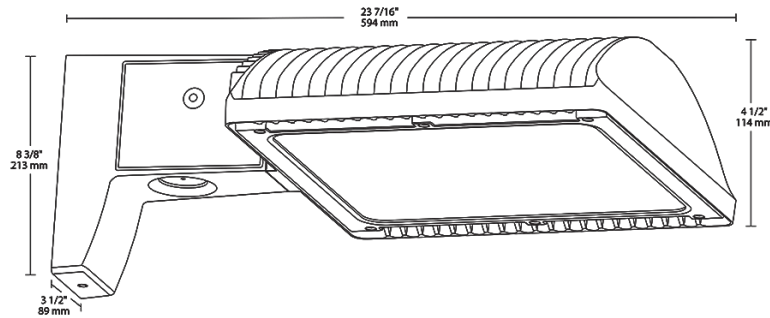
RAB values USA manufacturing! Upon request, RAB may be able to manufacture this product to be compliant with the Buy American Act (BAA). Please contact customer service to request a quote for the product to be made BAA compliant.

Optical

BUG Rating:

B1 U0 G2

Dimensions

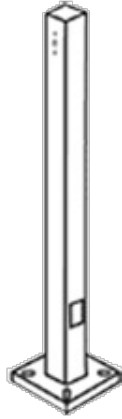


Features

- 66% energy cost savings vs. HID
- 100,000-hour LED lifespan
- Type III distribution
- 5-year warranty

Ordering Matrix

Family	Optics	Wattage	Mounting	Color Temp	Finish	Driver Options	Photocell Options
ALED	3T	78					
	2T = Type II	50 = 50W	Blank = Pole mount	Blank = 5000K (Cool)	Blank = Bronze	Blank = 120-277V	Blank = No Option
	3T = Type III	78 = 78W	SF = Slipfitter	N = 4000K (Neutral)	RG = Roadway Gray	/480 = 480V (not available for 150W)	/PC = 120V Button Photocell (Pole mount models only)
	4T = Type IV	105 = 105W		Y = 3000K (Warm)	W = White	/BL = Bi-Level /D10 = 0-10V Dimming	/PC2 = 277V Button Photocell (Pole mount models only)
		125 = 125W					/PCT = 120-277V Twistlock Photocell (Pole mount models only)
		150 = 150W					/PCT4 = 480V Twistlock Photocell (Pole mount models only)
							/PCS = 120V Swivel Photocell
							/PCS2 = 277V Swivel Photocell
							/PCS4 = 480V Swivel Photocell
							/WS2 = Multi-Level Motion Sensor 20 ft. (Only available 0-10V dimming models)
							/WS4 = Multi-Level Motion Sensor 40 ft. (Only available 0-10V dimming models)



Square steel poles drilled for 2 Area Lights at 180°. Designed for ground mounting. Poles are stocked nationwide for quick shipment. Protective packaging ensures poles arrive at the job site good as new.

Color: Bronze

Weight: 137.0 lbs

Project:	Type:
Prepared By:	Date:

Lamp Info		Ballast Info	
Type:	N/A	Type:	N/A
Watts:	0W	120V:	N/A
Shape/Size:	N/A	208V:	N/A
Base:	N/A	240V:	N/A
ANSI:	N/A	277V:	N/A
Hours:	N/A	Input Watts:	0W
Lamp Lumens:	N/A		
Efficacy:	N/A		

Technical Specifications

Listings

CSA Listed:

Suitable for wet locations.

Construction

Shaft:

46,000 p.s.i. minimum yield.

Hand Holes:

Reinforced with grounding lug and removable cover.

Base Plates:

Slotted base plates 36,000 p.s.i.

Shipping Protection:

All poles are shipped in individual corrugated cartons to prevent finish damage.

Color:

Bronze powder coating.

Height:

20 FT.

Weight:

137 lbs.

Gauge:

11

Wall Thickness:

1/8".

Shaft Size:

4".

Hand Hole Dimensions:

3" x 5".

Bolt Circle:

8 1/2".

Base Dimension:

8".

Anchor Bolt:

Galvanized anchor bolts and galvanized hardware and anchor bolt template. All bolts have a 3" hook.

Anchor Bolt Templates:

WARNING Template must be printed on 11" x 17" sheet for actual size. CHECK SCALE BEFORE USING. Templates shipped with anchor bolts and available .

Pre-Shipped Anchor Bolts:

Bolts can be pre-shipped upon request for additional freight charge.

MaxEPA's/Max Weights:

70MPH 8.3 ft_/240 lb
 80MPH 5.6 ft_/165 lb
 90MPH 3.6 ft_/110 lb
 100MPH 2.2 ft_/75 lb
 110MPH 1.0 ft_/45 lb
 120MPH 0.2 ft_/20 lb.

Other

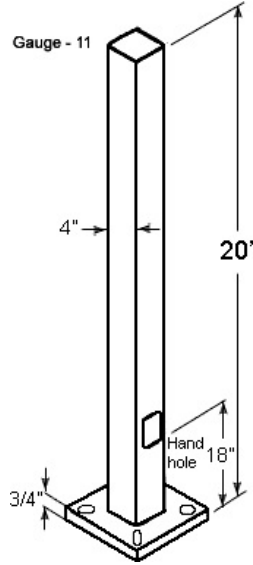
Terms of Sale:

Pole Terms of Sale is available .

Buy American Act Compliance:

RAB values USA manufacturing! Upon request, RAB may be able to manufacture this product to be compliant with the Buy American Act (BAA). Please contact customer service to request a quote for the product to be made BAA compliant.

Dimensions



Features

- Designed for ground mounting
- Heavy duty TGIC polyester coating
- Reinforced hand holes with grounding lug and removable cover for easy wiring access
- Anchor Bolt Kit includes pole cap and base cover (sold separately)
- Custom manufactured for each application



Specification grade area lights available in IES Type II distributions. For use in parking lots, roadways, pathways and general area lighting. Patent pending thermal management system. 5 Year Warranty.

Color: Bronze

Weight: 32.0 lbs

Project:	Type:
Prepared By:	Date:

Driver Info		LED Info	
Type:	Constant Current	Watts:	78W
120V:	0.66A	Color Temp:	5000K
208V:	0.41A	Color Accuracy:	71 CRI
240V:	0.35A	L70 Lifespan:	100000
277V:	0.30A	Lumens:	9552
Input Watts:	78W	Efficacy:	123 LPW
Efficiency:	N/A		

Technical Specifications

Listings

UL Listing:

Suitable for wet locations as a downlight.

DLC Listed:

This product is on the Design Lights Consortium (DLC) Qualified Products List and is eligible for rebates from DLC Member Utilities.

DLC Product Code: _P0000179P

IESNA LM-79 & IESNA LM-80 Testing:

RAB LED luminaires have been tested by an independent laboratory in accordance with IESNA LM-79 and 80, and have received the Department of Energy "Lighting Facts" label.

Dark Sky Approved:

The International Dark Sky Association has approved this product as a full cutoff, fully shielded luminaire.

LED Characteristics

Lifespan:

100,000-hour LED lifespan based on IES LM-80 results and TM-21 calculations.

LEDs:

Six (6) multi-chip, 13W, high-output, long-life LEDs.

Color Consistency:

3-step MacAdam Ellipse binning to achieve consistent fixture-to-fixture color.

Color Stability:

LED color temperature is warrantied to shift no more than 200K in CCT over a 5 year period.

Color Uniformity:

RAB's range of CCT (Correlated Color Temperature) follows the guidelines of the American National Standard for Specifications for the Chromaticity of Solid State Lighting (SSL) Products, ANSI C78.377-2017.

Construction

IES Classification:

The Type II distribution is ideal for wide walkways, on ramps and entrance roadways, bike paths and other long and narrow lighting applications. This type is meant for lighting larger areas and usually is located near the roadside. This type of lighting is commonly found on smaller side streets or jogging paths.

Effective Projected Area:

EPA = 0.75

Ambient Temperature:

Suitable for use in 40°C (104°F) ambient temperatures.

Cold Weather Starting:

Minimum starting temperature is -40°C (-40°F)

Thermal Management:

Superior heat sinking with external Air-Flow fins.

Lens:

Tempered glass lens.

Housing:

Die cast aluminum housing, lens frame and mounting arm.

IP Rating:

Ingress Protection rating of IP66 for dust and water

Mounting:

Universal mounting arm compatible for hole spacing patterns from 1" to 5 1/2" center to center. Round Pole Adaptor plate included as a standard. Easy slide and lock to mount fixture with ease.

Reflector:

Specular vacuum-metallized polycarbonate

Gaskets:

High temperature silicone gaskets.

Finish:

Formulated for high-durability and long lasting color.

Green Technology:

Mercury and UV free. RoHS compliant components. Polyester powder coat finish formulated without the use of VOC or toxic heavy metals.

For use on LEED Buildings:

IDA Dark Sky Approval means that this fixture can be used to achieve LEED Credits for Light Pollution Reduction.

Electrical

Driver:

Constant Current, Class 2, 2000mA, 100-277V, 50-60Hz, 1.1A, Power Factor 99%

THD:

5.0% at 120V, 12.3% at 277V

Surge Protection:

4kV

Technical Specifications (continued)

Electrical

Surge Protector:

ALED78 is available with a 6kV surge protector (SP6). SP6 available .

Other

California Title 24:

See ALED2T78/D10, ALED2T78/BL, ALED2T78/PCS, ALED2T78/PCS2, or ALED2T78/PCT for a 2013 California Title 24 compliant product. Any additional component requirements will be listed in the Title 24 section under technical specifications on the product page.

Compatibility:

Compatible with Round Poles with a diameter of 2.5" to 6"

Warranty:

RAB warrants that our LED products will be free from defects in materials and workmanship for a period of five (5) years from the date of delivery to the end user, including coverage of light output, color stability, driver performance and fixture finish.

Patents:

The ALED design is protected by patents in the U.S. Pat. 668,370, Canada Pat. 144956, China ZL201230100154.X, and Mexico Pat. 38423. Pending patents in Taiwan.

Replacement:

Replaces 250W Metal Halide.

Buy American Act Compliance:

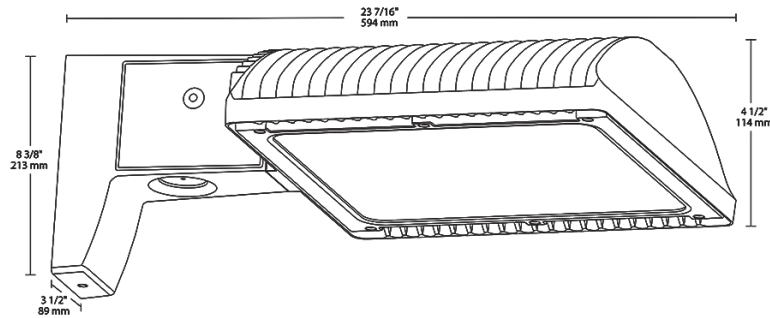
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Optical

BUG Rating:

B1 U0 G2

Dimensions

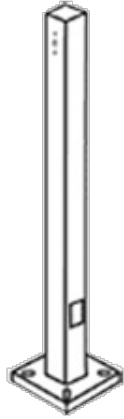


Features

- 66% energy cost savings vs. HID
- 100,000-hour LED lifespan
- Type II distribution
- 5-year warranty

Ordering Matrix

Family	Optics	Wattage	Mounting	Color Temp	Finish	Driver Options	Photocell Options
ALED	2T	78					
	2T = Type II	50 = 50W	Blank = Pole mount	Blank = 5000K (Cool)	Blank = Bronze	Blank = 120-277V	Blank = No Option
	3T = Type III	78 = 78W	SF = Slipfitter	N = 4000K (Neutral)	RG = Roadway Gray	/480 = 480V (not available for 150W)	/PC = 120V Button Photocell (Pole mount models only)
	4T = Type IV	105 = 105W		Y = 3000K (Warm)	W = White	/BL = Bi-Level	/PC2 = 277V Button Photocell (Pole mount models only)
		125 = 125W				/D10 = 0-10V Dimming	/PCT = 120-277V Twistlock Photocell (Pole mount models only)
		150 = 150W					/PCT4 = 480V Twistlock Photocell (Pole mount models only)
							/PCS = 120V Swivel Photocell
							/PCS2 = 277V Swivel Photocell
							/PCS4 = 480V Swivel Photocell
							/WS2 = Multi-Level Motion Sensor 20 ft. (Only available 0-10V dimming models)
							/WS4 = Multi-Level Motion Sensor 40 ft. (Only available 0-10V dimming models)



Square steel poles drilled for 2 Area Lights at 180°. Designed for ground mounting. Poles are stocked nationwide for quick shipment. Protective packaging ensures poles arrive at the job site good as new.

Color: Bronze

Weight: 137.0 lbs

Project:	Type:
Prepared By:	Date:

Lamp Info		Ballast Info	
Type:	N/A	Type:	N/A
Watts:	0W	120V:	N/A
Shape/Size:	N/A	208V:	N/A
Base:	N/A	240V:	N/A
ANSI:	N/A	277V:	N/A
Hours:	N/A	Input Watts:	0W
Lamp Lumens:	N/A		
Efficacy:	N/A		

Technical Specifications

Listings

CSA Listed:

Suitable for wet locations.

Construction

Shaft:

46,000 p.s.i. minimum yield.

Hand Holes:

Reinforced with grounding lug and removable cover.

Base Plates:

Slotted base plates 36,000 p.s.i.

Shipping Protection:

All poles are shipped in individual corrugated cartons to prevent finish damage.

Color:

Bronze powder coating.

Height:

20 FT.

Weight:

137 lbs.

Gauge:

11

Wall Thickness:

1/8".

Shaft Size:

4".

Hand Hole Dimensions:

3" x 5".

Bolt Circle:

8 1/2".

Base Dimension:

8".

Anchor Bolt:

Galvanized anchor bolts and galvanized hardware and anchor bolt template. All bolts have a 3" hook.

Anchor Bolt Templates:

WARNING Template must be printed on 11" x 17" sheet for actual size. CHECK SCALE BEFORE USING. Templates shipped with anchor bolts and available .

Pre-Shipped Anchor Bolts:

Bolts can be pre-shipped upon request for additional freight charge.

MaxEPA's/Max Weights:

70MPH 8.3 ft_/240 lb
 80MPH 5.6 ft_/165 lb
 90MPH 3.6 ft_/110 lb
 100MPH 2.2 ft_/75 lb
 110MPH 1.0 ft_/45 lb
 120MPH 0.2 ft_/20 lb.

Other

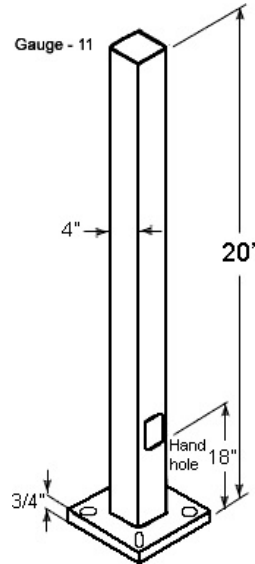
Terms of Sale:

Pole Terms of Sale is available .

Buy American Act Compliance:

RAB values USA manufacturing! Upon request, RAB may be able to manufacture this product to be compliant with the Buy American Act (BAA). Please contact customer service to request a quote for the product to be made BAA compliant.

Dimensions



Features

- Designed for ground mounting
- Heavy duty TGIC polyester coating
- Reinforced hand holes with grounding lug and removable cover for easy wiring access
- Anchor Bolt Kit includes pole cap and base cover (sold separately)
- Custom manufactured for each application

ALED2T105



Specification grade area lights available in IES Type II distributions. For use in parking lots, roadways, pathways and general area lighting. Patent pending thermal management system. 5 Year Warranty.

Color: Bronze

Weight: 32.0 lbs

Project:

Type:

Prepared By:

Date:

Driver Info

Type:	Constant Current
120V:	0.89A
208V:	0.58A
240V:	0.50A
277V:	0.44A
Input Watts:	108W
Efficiency:	98%

LED Info

Watts:	105W
Color Temp:	5000K
Color Accuracy:	70 CRI
L70 Lifespan:	100000
Lumens:	13213
Efficacy:	123 LPW

Technical Specifications

Listings

UL Listing:

Suitable for wet locations.

DLC Listed:

This product is on the Design Lights Consortium (DLC) Qualified Products List and is eligible for rebates from DLC Member Utilities.

DLC Product Code: _P0000177B

IESNA LM-79 & LM-80 Testing:

RAB LED luminaires have been tested by an independent laboratory in accordance with IESNA LM-79 and LM-80, and have been received the Department of Energy "Lighting Facts" label.

Dark Sky Approved:

The International Dark Sky Association has approved this product as a full cutoff, fully shielded luminaire.

LED Characteristics

Lifespan:

100,000-hour LED lifespan based on IES LM-80 results and TM-21 calculations.

LEDs:

Multi-chip, high-output, long-life LEDs

Color Stability:

LED color temperature is warranted to shift no more than 200K in CCT over a 5 year period.

Color Uniformity:

RAB's range of CCT (Correlated Color Temperature) follows the guidelines of the American National Standard for Specifications for the Chromaticity of Solid State Lighting (SSL) Products, ANSI C78.377-2017.

Construction

IES Classification:

The Type II distribution is ideal for wide walkways, on ramps and entrance roadways, bike paths and other long and narrow lighting applications. This type is meant for lighting larger areas and usually is located near the roadside. This type of lighting is commonly found on smaller side streets or jogging paths.

Effective Projected Area:

EPA = 0.75

Maximum Ambient Temperature:

Suitable for use in 40°C (104°F) ambient temperatures

Cold Weather Starting:

Minimum starting temperature is -40°C (-40°F)

Thermal Management:

Superior thermal management with external "Air-Flow" fins.

Lens:

Tempered glass lens.

Housing:

Die-cast aluminum housing, lens frame and mounting arm.

Mounting:

Universal mounting arm compatible for hole spacing patterns from 1" to 5 1/2" center to center. Round Pole Adaptor plate included as a standard. Easy slide and lock to mount fixture with ease.

Reflector:

Specular vacuum-metallized polycarbonate

Gaskets:

High-temperature silicone gaskets

IP Rating:

Ingress Protection rating of IP66 for dust and water

Finish:

Formulated for high-durability and long lasting color.

Green Technology:

Mercury and UV free. RoHS compliant components. Polyester powder coat finish formulated without the use of VOC or toxic heavy metals.

For use on LEED Buildings:

IDA Dark Sky Approval means that this fixture can be used to achieve LEED Credits for Light Pollution Reduction.

Electrical

Drivers:

Two Drivers, Constant Current, Class 2, 1400mA, 100-277V, 50/60Hz, 0.8A, Power Factor 99%

THD:

7.6% at 120V, 16.4% at 277V

Surge Protection:

4kV

Other

California Title 24:

See ALED2T105/BL, ALED2T105/PCS, ALED2T105/PCS2, or ALED2T105/PCT for a 2013 California Title 24 compliant product. Any additional component requirements will be listed in the Title 24 section under technical specifications on the product page.

Technical Specifications (continued)

Other

Compatibility:

Compatible with Round Poles with a diameter of 2.5" to 6"

Warranty:

RAB warrants that our LED products will be free from defects in materials and workmanship for a period of five (5) years from the date of delivery to the end user, including coverage of light output, color stability, driver performance and fixture finish.

Buy American Act Compliance:

RAB values USA manufacturing! Upon request, RAB may be able to manufacture this product to be compliant with the Buy American Act (BAA). Please contact customer service to request a quote for the product to be made BAA compliant.

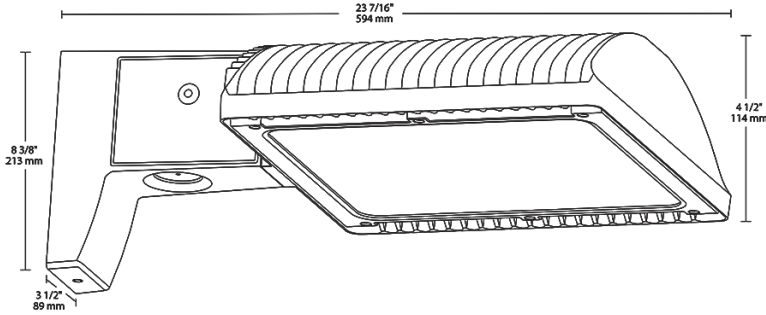
Optical

BUG Rating:

B2 U0 G2

ALED2T105

Dimensions

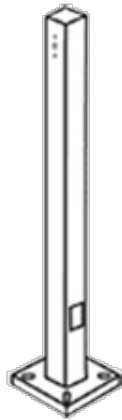


Features

- 66% energy cost savings vs. HID
- 100,000-hour LED lifespan
- Type II distribution
- 5-year warranty

Ordering Matrix

Family	Optics	Wattage	Mounting	Color Temp	Finish	Driver Options	Photocell Options
ALED	2T	105					
	2T = Type II	50 = 50W 78 = 78W	Blank = Pole mount	Blank = 5000K (Cool)	Blank = Bronze	Blank = 120-277V /480 = 480V (not available for 150W)	Blank = No Option /PC = 120V Button Photocell (Pole mount models only) /PC2 = 277V Button Photocell (Pole mount models only) /PCT = 120-277V Twistlock Photocell (Pole mount models only) /PCT4 = 480V Twistlock Photocell (Pole mount models only) /PCS = 120V Swivel Photocell /PCS2 = 277V Swivel Photocell /PCS4 = 480V Swivel Photocell /WS2 = Multi-Level Motion Sensor 20 ft. (Only available 0- 10V dimming models) /WS4 = Multi-Level Motion Sensor 40 ft. (Only available 0- 10V dimming models)
	3T = Type III	105 = 105W	SF = Slipfitter	N = 4000K (Neutral)	RG = Roadway Gray	/BL = Bi-Level /D10 = 0-10V Dimming	
	4T = Type IV	125 = 125W 150 = 150W		Y = 3000K (Warm)	W = White		



Square steel poles drilled for 2 Area Lights at 180°. Designed for ground mounting. Poles are stocked nationwide for quick shipment. Protective packaging ensures poles arrive at the job site good as new.

Color: Bronze

Weight: 137.0 lbs

Project:	Type:
Prepared By:	Date:

Lamp Info		Ballast Info	
Type:	N/A	Type:	N/A
Watts:	0W	120V:	N/A
Shape/Size:	N/A	208V:	N/A
Base:	N/A	240V:	N/A
ANSI:	N/A	277V:	N/A
Hours:	N/A	Input Watts:	0W
Lamp Lumens:	N/A		
Efficacy:	N/A		

Technical Specifications

Listings

CSA Listed:

Suitable for wet locations.

Construction

Shaft:

46,000 p.s.i. minimum yield.

Hand Holes:

Reinforced with grounding lug and removable cover.

Base Plates:

Slotted base plates 36,000 p.s.i.

Shipping Protection:

All poles are shipped in individual corrugated cartons to prevent finish damage.

Color:

Bronze powder coating.

Height:

20 FT.

Weight:

137 lbs.

Gauge:

11

Wall Thickness:

1/8".

Shaft Size:

4".

Hand Hole Dimensions:

3" x 5".

Bolt Circle:

8 1/2".

Base Dimension:

8".

Anchor Bolt:

Galvanized anchor bolts and galvanized hardware and anchor bolt template. All bolts have a 3" hook.

Anchor Bolt Templates:

WARNING Template must be printed on 11" x 17" sheet for actual size. CHECK SCALE BEFORE USING. Templates shipped with anchor bolts and available .

Pre-Shipped Anchor Bolts:

Bolts can be pre-shipped upon request for additional freight charge.

MaxEPA's/Max Weights:

70MPH 8.3 ft_/240 lb
80MPH 5.6 ft_/165 lb
90MPH 3.6 ft_/110 lb
100MPH 2.2 ft_/75 lb
110MPH 1.0 ft_/45 lb
120MPH 0.2 ft_/20 lb.

Other

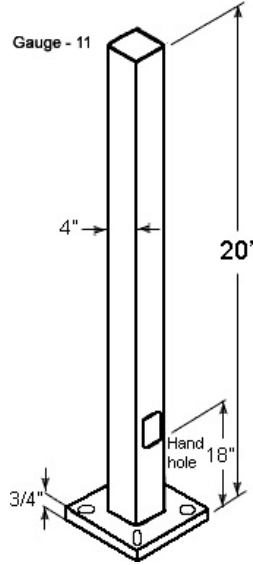
Terms of Sale:

Pole Terms of Sale is available .

Buy American Act Compliance:

RAB values USA manufacturing! Upon request, RAB may be able to manufacture this product to be compliant with the Buy American Act (BAA). Please contact customer service to request a quote for the product to be made BAA compliant.

Dimensions



Features

- Designed for ground mounting
- Heavy duty TGIC polyester coating
- Reinforced hand holes with grounding lug and removable cover for easy wiring access
- Anchor Bolt Kit includes pole cap and base cover (sold separately)
- Custom manufactured for each application

Item G.2.o.
ALED31105



Specification grade area lights available in IES Type III distributions. For use for roadway, general parking and other area lighting applications where a larger pool of lighting is required. Patent pending thermal management system. 5 Year Warranty.

Color: Bronze

Weight: 32.0 lbs

Project:	Type:
Prepared By:	Date:

Driver Info		LED Info	
Type:	Constant Current	Watts:	105W
120V:	0.89A	Color Temp:	5000K
208V:	0.58A	Color Accuracy:	70 CRI
240V:	0.50A	L70 Lifespan:	100000
277V:	0.44A	Lumens:	12476
Input Watts:	109W	Efficacy:	115 LPW
Efficiency:	96%		

Technical Specifications

Listings

UL Listing:

Suitable for wet locations.

DLC Listed:

This product is on the Design Lights Consortium (DLC) Qualified Products List and is eligible for rebates from DLC Member Utilities.

DLC Product Code: P0000177E

IESNA LM-79 & LM-80 Testing:

RAB LED luminaires have been tested by an independent laboratory in accordance with IESNA LM-79 and LM-80, and have been received the Department of Energy "Lighting Facts" label.

Dark Sky Approved:

The International Dark Sky Association has approved this product as a full cutoff, fully shielded luminaire.

LED Characteristics

Lifespan:

100,000-hour LED lifespan based on IES LM-80 results and TM-21 calculations.

LEDs:

Multi-chip, high-output, long-life LEDs

Color Stability:

LED color temperature is warranted to shift no more than 200K in CCT over a 5 year period.

Color Uniformity:

RAB's range of CCT (Correlated Color Temperature) follows the guidelines of the American National Standard for Specifications for the Chromaticity of Solid State Lighting (SSL) Products, ANSI C78.377-2017.

Construction

IES Classification:

The Type III distribution is ideal for roadway, general parking and other area lighting applications where a larger pool of lighting is required. It is intended to be located near the side of the area, allowing the light to project outward and fill the area.

Effective Projected Area:

EPA = 0.75

Maximum Ambient Temperature:

Suitable for use in 40°C (104°F) ambient temperatures

Cold Weather Starting:

Minimum starting temperature is -40°C (-40°F)

Thermal Management:

Superior thermal management with external "Air-Flow" fins.

Lens:

Tempered glass lens.

Housing:

Die-cast aluminum housing, lens frame and mounting arm.

Mounting:

Universal mounting arm compatible for hole spacing patterns from 1" to 5 1/2" center to center. Round Pole Adaptor plate included as a standard. Easy slide and lock to mount fixture with ease.

Reflector:

Specular vacuum-metallized polycarbonate

Gaskets:

High-temperature silicone gaskets

IP Rating:

Ingress Protection rating of IP66 for dust and water

Finish:

Formulated for high-durability and long lasting color.

Green Technology:

Mercury and UV free. RoHS compliant components. Polyester powder coat finish formulated without the use of VOC or toxic heavy metals.

For use on LEED Buildings:

IDA Dark Sky Approval means that this fixture can be used to achieve LEED Credits for Light Pollution Reduction.

Electrical

Drivers:

Two Drivers, Constant Current, Class 2, 1400mA, 100-277V, 50/60Hz, 0.8A, Power Factor 99%

THD:

7.9% at 120V, 16.2% at 277V

Surge Protection:

4kV

Other

California Title 24:

See ALED3T105/BL, ALED3T105/PCS, ALED3T105/PCS2, or ALED3T105/PCT for a 2013 California Title 24 compliant product. Any additional component requirements will be listed in the Title 24 section under technical specifications on the product page.

Technical Specifications (continued)

Other

Compatibility:

Compatible with Round Poles with a diameter of 2.5" to 6"

Warranty:

RAB warrants that our LED products will be free from defects in materials and workmanship for a period of five (5) years from the date of delivery to the end user, including coverage of light output, color stability, driver performance and fixture finish.

Buy American Act Compliance:

RAB values USA manufacturing! Upon request, RAB may be able to manufacture this product to be compliant with the Buy American Act (BAA). Please contact customer service to request a quote for the product to be made BAA compliant.

Optical

BUG Rating:

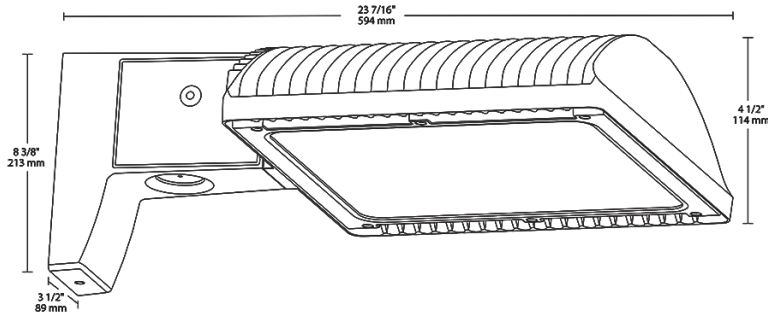
B1 U0 G2

Item G.2.o.

ALED31105



Dimensions



Features

- 66% energy cost savings vs. HID
- 100,000-hour LED lifespan
- Type III distribution
- 5-year warranty

Ordering Matrix

Family	Optics	Wattage	Mounting	Color Temp	Finish	Driver Options	Photocell Options
ALED	3T	105					
	2T = Type II	50 = 50W 78 = 78W	Blank = Pole mount	Blank = 5000K (Cool)	Blank = Bronze	Blank = 120-277V /480 = 480V (not available for 150W)	Blank = No Option /PC = 120V Button Photocell (Pole mount models only) /PC2 = 277V Button Photocell (Pole mount models only)
	3T = Type III	105 = 105W	SF = Slipfitter	N = 4000K (Neutral)	RG = Roadway Gray	/BL = Bi-Level	/PCT = 120-277V Twistlock Photocell (Pole mount models only)
	4T = Type IV	125 = 125W 150 = 150W		Y = 3000K (Warm)	W = White	/D10 = 0-10V Dimming	/PCT4 = 480V Twistlock Photocell (Pole mount models only) /PCS = 120V Swivel Photocell /PCS2 = 277V Swivel Photocell /PCS4 = 480V Swivel Photocell /WS2 = Multi-Level Motion Sensor 20 ft. (Only available 0- 10V dimming models) /WS4 = Multi-Level Motion Sensor 40 ft. (Only available 0- 10V dimming models)



Square steel poles drilled for 2 Area Lights at 180°. Designed for ground mounting. Poles are stocked nationwide for quick shipment. Protective packaging ensures poles arrive at the job site good as new.

Color: Bronze

Weight: 137.0 lbs

Project:	Type:
Prepared By:	Date:

Lamp Info		Ballast Info	
Type:	N/A	Type:	N/A
Watts:	0W	120V:	N/A
Shape/Size:	N/A	208V:	N/A
Base:	N/A	240V:	N/A
ANSI:	N/A	277V:	N/A
Hours:	N/A	Input Watts:	0W
Lamp Lumens:	N/A		
Efficacy:	N/A		

Technical Specifications

Listings

CSA Listed:

Suitable for wet locations.

Construction

Shaft:

46,000 p.s.i. minimum yield.

Hand Holes:

Reinforced with grounding lug and removable cover.

Base Plates:

Slotted base plates 36,000 p.s.i.

Shipping Protection:

All poles are shipped in individual corrugated cartons to prevent finish damage.

Color:

Bronze powder coating.

Height:

20 FT.

Weight:

137 lbs.

Gauge:

11

Wall Thickness:

1/8".

Shaft Size:

4".

Hand Hole Dimensions:

3" x 5".

Bolt Circle:

8 1/2".

Base Dimension:

8".

Anchor Bolt:

Galvanized anchor bolts and galvanized hardware and anchor bolt template. All bolts have a 3" hook.

Anchor Bolt Templates:

WARNING Template must be printed on 11" x 17" sheet for actual size. CHECK SCALE BEFORE USING. Templates shipped with anchor bolts and available .

Pre-Shipped Anchor Bolts:

Bolts can be pre-shipped upon request for additional freight charge.

MaxEPA's/Max Weights:

70MPH 8.3 ft_/240 lb
 80MPH 5.6 ft_/165 lb
 90MPH 3.6 ft_/110 lb
 100MPH 2.2 ft_/75 lb
 110MPH 1.0 ft_/45 lb
 120MPH 0.2 ft_/20 lb.

Other

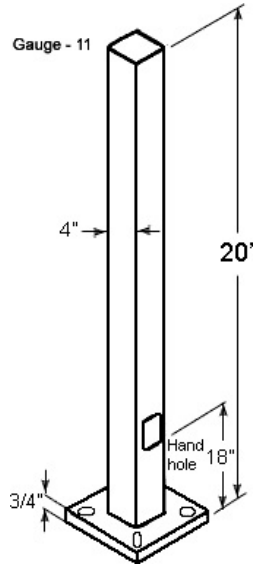
Terms of Sale:

Pole Terms of Sale is available .

Buy American Act Compliance:

RAB values USA manufacturing! Upon request, RAB may be able to manufacture this product to be compliant with the Buy American Act (BAA). Please contact customer service to request a quote for the product to be made BAA compliant.

Dimensions



Features

- Designed for ground mounting
- Heavy duty TGIC polyester coating
- Reinforced hand holes with grounding lug and removable cover for easy wiring access
- Anchor Bolt Kit includes pole cap and base cover (sold separately)
- Custom manufactured for each application

Holiday Inn & Suites and Conference Center

Project Description:

The proposed Holiday Inn and Suites Hotel and Conference Center is the first phase of the newly platted Gateway Business Park at Cedar Falls. The Business Park is located on the South side of Cedar Falls, adjacent to the existing industrial park at the corner of Hudson Road and Ridgeway Avenue East.

The 6.6 Acre site is located off of the Hudson Road. It will accommodate the proposed Holiday Inn and Suites, the Conference Center and a future hotel on the north end of the site. The site expands the cities bike/walking trails along Hudson Road and Cyber Lane. Cyber Lane is proposed to extend to Ridgeway Avenue West. The site is heavily landscaped. Numerous outdoor patios surround the event center to extend the centers event space to the exterior. The storm retention ponds on the north and south sides of the site will be formed and landscaped to provide a natural setting creating a stunning water feature on the grounds. The design of this site will be the tone for the rest of the sites within the future business park.

The Hotel is a four story wood structure clad in brick, stone, stucco and glass. The hotel has 126 guestrooms; single king, double queen, and suites with separate living and sleeping areas with kitchenettes. Amenities in the hotel include a full service restaurant and bar, conference rooms, swimming pool, exercise room, lounges, business center and guest laundry facilities. The hotel totals 86,700 sq.ft.

The Conference center is a one story steel and masonry structure clads in brick, stone, and glass. The center can be divided into many configurations and hold up to 1,200 people. This conference center will be a great amenity not only to the community but also the greater Cedar Falls/ Waterloo region.

Item G.2.o.

RESOLUTION NO. _____

RESOLUTION APPROVING A HWY-1, HIGHWAY COMMERCIAL DISTRICT DEVELOPMENT SITE PLAN FOR A NEW HOLIDAY INN AND SUITES HOTEL AND CONFERENCE CENTER

WHEREAS, the Planning and Zoning Commission has reviewed a HWY-1, Highway Commercial District development site plan on Lot 1 of Gateway Business Park at Cedar Falls I, and

WHEREAS, the site plan includes a new Holiday Inn and Suites Hotel and Conference Center, and

WHEREAS, the Planning and Zoning Commission has recommended approval of said site plan on Lot 1 of Gateway Business Park at Cedar Falls I, and

WHEREAS, the City Council does hereby recommend approval of the HWY-1, Highway Commercial District development site plan on Lot 1 of Gateway Business Park at Cedar Falls I.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA, that the HWY-1, Highway Commercial District development site plan on Lot 1 of Gateway Business Park at Cedar Falls I is hereby approved.

ADOPTED this _____ day of _____, 2018.

James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

CERTIFICATE

I, Jacqueline Danielson, MMC and City Clerk of the City of Cedar Falls, Iowa, hereby certify that the above and foregoing is a true and correct typewritten copy of the Resolution Number _____ duly and legally adopted by the City Council of said city on the ____ day of _____, 2018.

IN WITNESS WHEREOF, I have hereunto signed my name and affix the official seal of the City of Cedar Falls, Iowa, this ____ day of _____, 2018

Jacqueline Danielson, MMC
City Clerk of Cedar Falls, Iowa


DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM
Planning & Community Services Division

TO: Honorable Mayor James P. Brown and City Council
FROM: Shane Graham, Planner II
DATE: May 31, 2018
SUBJECT: Gateway Business Park at Cedar Falls I – Developmental Procedures Agreement

Pursuant to Section 24-5 of the Cedar Falls Code of Ordinances, a subdivider of property is required to install and construct certain minimum improvements, which may include streets, sidewalks, sanitary sewer system, storm sewer system, water main system and any other improvements that may be necessary to develop the platted area in a manner that contributes to the logical and efficient extension of infrastructure to the larger community. As such, the City may require, as a condition of approval of a plat, that certain infrastructure be increased in size as necessary to not only meet the needs of the platted area, but also to complete a logical and efficient system of infrastructure for the entire community. When such a circumstance arises, the City will pay the subdivider the difference in cost between the infrastructure necessary to serve the platted area and the cost of the oversized infrastructure necessary to serve the larger needs of the community.

As part of the development of Gateway Business Park at Cedar Falls I, the City will require the extension of a sanitary sewer structure that is larger than necessary to meet the requirements of the platted area, but also necessary to extend the City sanitary sewer system as it relates to future areas to the south. The enclosed Developmental Procedures Agreement provides for payment to the Subdivider, CF Gateway Park, Inc., the difference in the cost of the pipe and installation between the sanitary sewer structure required for the subdivision plat and the larger sanitary sewer structure necessary to serve the larger area beyond the boundaries of the plat. The larger sanitary sewer structure is a 15-inch diameter pipe, while the sanitary sewer structure needed to serve the Gateway Business Park at Cedar Falls would be an 8-inch diameter pipe. The estimated cost of installing the larger sanitary sewer structure is \$26,640.00.

Also as part of the development, the City will require installation of a 10-foot-wide recreational trail adjacent to the public right-of-way along Hudson Road and W. Ridgeway Avenue. This will be in lieu of a 5-foot public sidewalk that is required along street frontages as a part of a subdivision plat. This 10-foot wide recreational trail will be located along Hudson Road, from Technology Parkway to West Ridgeway Avenue, and along W Ridgeway Avenue, from Hudson Road to Cyber Lane. The Agreement provides for payment to the Subdivider the difference in cost of the installation of a 5-foot wide sidewalk and a 10-foot wide recreational trail. The estimated cost of installing the larger recreational trail is \$66,506.45.

Item G.2.p.

The larger sanitary sewer and structure and recreational trail will be designed and constructed as part of the public improvements in Gateway Business Park at Cedar Falls I. The City will reimburse the Developer when all of the public improvements are completed and accepted by the City Council. A map showing the locations of the sanitary sewer structure and recreational trail is enclosed for your reference.

Local funding for this project is proposed to come from the Economic Development Fund.

STAFF RECOMMENDATION

The Community Development Department recommends approving the Developmental Procedures Agreement with CF Gateway Park, Inc.

Prepared by: Shane Graham, 220 Clay Street, Cedar Falls, IA 50613

(319) 268-5160

**DEVELOPMENTAL PROCEDURES AGREEMENT
GATEWAY BUSINESS PARK AT CEDAR FALLS I
CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA**

This Agreement is made and entered into this _____ day of _____, 2018, by and between the CITY OF CEDAR FALLS, IOWA ("City") and CF GATEWAY PARK, INC., an Iowa corporation ("Subdivider"), for the purpose of outlining procedures to be followed for the subdivision of certain land located in the vicinity of Hudson Road and West Ridgeway Avenue, to be known as Gateway Business Park at Cedar Falls I, City of Cedar Falls, Black Hawk County, Iowa, and containing approximately 16.89 acres, said land legally described as follows:

That part of the Southeast Quarter of Section No. 35, Township No. 89 North, Range No. 14 West of the Fifth Principal Meridian in the City of Cedar Falls, Black Hawk County, Iowa, lying Southerly of Cedar Falls Technology Park Phase II, City of Cedar Falls, Iowa, except those parcels deeded for road purposes in 112 LD 487, 539 LD 335, 539 LD 338 and 552 LD 935.

and

Lot 23 in Cedar Falls Technology Park Phase II, City of Cedar Falls, Iowa, except that part of Lot 23, Cedar Falls Technology Park Phase II described as follows:

Commencing at the Southwest corner of said Lot 23; Thence N 04°09'06" E 62.91 feet along the West line of said Lot 23 to the point of beginning; Thence N 85°40'03" E 374.63 feet; Thence S 75°44'42" E 57.22 feet to the East line of said Lot 23; Thence Northerly 42.91 feet along a 433.00 foot radius curve, concave Easterly (said curve having a long chord of 42.90 feet and bearing N 11°24'00" E); Thence N 14°14'21" E 81.41 feet along the East line of Lot 23; Thence Northwesterly 100.58 feet along a 55.00 foot radius curve, concave Southwesterly (said curve having a long chord of 87.14 feet and bearing N 38°09'02" W); Thence S 89°27'35" W 196.82 feet along the North line of said Lot 23; Thence S 83°44'57" W 182.43 feet along the North line of said Lot 23; Thence Southwesterly 20.84 feet along a 15 foot radius curve, concave Southeasterly (said curve having a long chord of 19.20 feet and bearing S 43°57'02" W); Thence S 04°09'06" W 168.60 feet along the West line of said Lot 23 to the point of beginning more particularly described as follows:

Beginning at the Southwest Corner of Lot 23, Cedar Falls Technology Park Phase II, City of Cedar Falls, Iowa; Thence N 05°02'35" E along the West line of said Lot 23 also being the East Right of Way of Hudson Road a distance of 62.91 feet; Thence N 86°31'44" E a distance of 374.63 feet; Thence S 74°52'50" E to a point on the West Right of Way of Cyber Lane a distance of 57.24 feet; Thence Southwesterly to the Southwest corner of said Lot 23 a distance of 70.98 feet along the arc of a 433.00 foot radius curve concaved easterly (Chord bears

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S 04°43'27" W a distance of 70.90 feet); Thence S 89°58'04" E a distance of 66.00 feet; Thence S 00°01'39" W a distance of 544.73 feet; Thence Southeasterly a distance of 498.10 feet along the arc of a 317.00 foot radius curve concaved Northeasterly (Chord bears S 44°59'10" E a distance of 448.42 feet); Thence S 00°00'00" E a distance of 66.00 feet; Thence S 90°00'00" W a distance of 5.99 feet; Thence Southwesterly a distance of 23.43 feet along the arc of a 15.00 foot radius curve concaved Southeasterly (Chord bears S 45°15'03" W a distance of 21.12 feet); Thence S 00°30'06" W a distance of 123.23 feet; Thence Southeasterly a distance of 188.27 feet along the arc of a 120.00 foot radius curve concaved Northeasterly to a point on the North Right of Way of West Ridgeway Avenue (Chord bears S 44°26'43" E a distance of 169.55 feet); Thence N 89° 23'32" W along said North Right of Way to a point also being said East Right of Way a distance of 891.50 feet; Thence N 04°42'02" W along said East Right of Way a distance of 215.26 feet; Thence N 00°02'12" E along said East Right of Way a distance of 961.28 feet; Thence N 05°02'35" E along said East Right of Way to the Point of Beginning a distance of 2.04 feet.

Said parcel contains 16.89 acres, subject to easements and restrictions of record.

RECITALS

Whereas, it is the desire of the Subdivider to subdivide and develop the property as part of the City's HWY-1 Highway Commercial Zoning District; and

Whereas, pursuant to Section 24-5 of the Cedar Falls Code of Ordinances, a subdivider is required to install and construct certain minimum improvements, including, but not limited to streets, sidewalks, a sanitary sewer system, a storm sewer system and other improvements necessary to develop the platted area in a manner that contributes to the logical and efficient extension of infrastructure to the larger community; and

Whereas, the City may require, as a condition of approval of a plat, dedication and improvement of specified infrastructure that is greater in size or extent than necessary to meet the needs of the platted area, but necessary to complete a logical and efficient system of infrastructure for the entire community; and

Whereas, in such a circumstance, the City shall pay the subdivider the difference in cost between the infrastructure necessary to serve the platted area and the cost of the oversized infrastructure necessary to serve the larger community, as determined by the City; and

Whereas, pursuant to the subdivision of the Gateway Business Park at Cedar Falls I, the City requires and the Subdivider acknowledges the necessity of installing a larger sanitary sewer to meet the needs of the platted area in a manner that contributes to the logical and efficient system of sanitary sewer service to the community. The City shall pay the Subdivider the difference in cost of the pipe and installation between the sanitary sewer structure typically required for the subdivision plat and the larger sanitary sewer structure necessary to serve the larger community. The calculation of the cost difference is attached hereto as Exhibit A and by this reference incorporated herein; and

Whereas, the City requires and the Subdivider acknowledges the necessity of installing wider pedestrian facilities along the major arterial corridors that abut the subdivision to meet the needs of the subject subdivision and the larger community, in the form of a 10-foot wide public recreational trail. The City shall pay the Subdivider the difference in cost between installing a 5-foot wide sidewalk typically required along street frontages within a subdivision plat and the 10-foot wide public recreational trail. The calculation of the cost difference is attached hereto as Exhibit A and by this reference incorporated herein; and

Whereas, it is the desire of the City to see that the development proceeds in an

orderly manner.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, the parties agree as follows:

1. Recitals. The Recitals are incorporated herein by reference.
2. Sanitary Sewer Extension. The Subdivider shall extend the 15" public sanitary sewer from an existing manhole SAN MH12 adjacent to Hudson Road south of Technology Parkway, south approximately 1,140 feet to manhole SAN MH9 as depicted in the Gateway Business Park at Cedar Falls I approved construction plans on sheets MS.04 and MS.05 included as Exhibit B attached hereto and by this reference incorporated herein.
3. Recreational Trail Installation. The Subdivider shall install a 10-foot wide recreational trail from Technology Parkway, south to West Ridgeway Avenue, and east to Cyber Lane, as depicted in the Gateway Business Park at Cedar Falls I approved construction plans on sheets S.03-S.07, included as Exhibit C attached hereto and by this reference incorporated herein.
4. Reimbursement to Subdivider. Upon completion of the oversized sanitary sewer extension work, and upon final acceptance and approval of said public improvements by the City in accordance with all City requirements, the sanitary sewer facilities shall become the property of the City, and the City shall reimburse the Subdivider for the oversize cost, within 30 days of submittal of the payment request from the Subdivider. Upon completion of the 10-foot wide recreational trail and upon final approval by the City in accordance with all City requirements, the City shall reimburse the Subdivider for the oversize cost within 30 days of the submittal of the payment request. The amount of reimbursement shall be according to the calculation of the cost difference of the oversized sanitary sewer and recreational trail, as defined herein and as shown in Exhibit A attached.
5. Minimum Requirements. All work called for under this Agreement shall be in full compliance with all City requirements based on the Cedar Falls Code of Ordinances and City engineering policies and procedures, and shall be subject to approval by the City Engineer of City.
6. Condition of Plat Approval. Subdivider's compliance with the provisions of this Agreement shall be a condition for approval of the final plat of the Development Property known as Gateway Business Park at Cedar Falls I, City of Cedar Falls, Black Hawk County, Iowa.
7. Governing Law. This agreement is a contract made under the laws of the State of Iowa and is governed by, and construed in accordance with, the laws of the State of Iowa.
8. Validity. If any portion, section, subsection, sentence, clause, paragraph, or phrase of this Agreement is for any reason held invalid, such decision will not affect the validity of the remaining portion of this Agreement.
9. Waiver. The action or inaction of either party will not constitute a waiver of or amendment to the provisions of this Agreement. To be binding, amendments or waivers must be in writing, signed by both parties, and approved by written resolution of the City Council. A party's failure to take legal action promptly to enforce this Agreement will not be a waiver or a release.
10. Binding Agreement. The provisions of this Agreement shall inure to the benefit of, and shall

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be binding upon, the City and the Subdivider, and their respective successors and assigns. This Agreement, together with the attached exhibits referred to herein, constitute a complete statement of the understanding of the parties with respect to this matter, and this Agreement may not be amended except by a writing signed by both parties. All obligations of the Subdivider contained in this Agreement shall be covenants that run with the land. The City shall release the obligations of Subdivider under this Agreement only when Subdivider has, in the City's reasonable judgment, fully completed its obligations under this Agreement, or, in the City's sole discretion, when the Subdivider has provided the City with adequate written assurances, secured in a manner deemed appropriate by the City, that Subdivider will complete its responsibilities and obligations under this Agreement.

11. Obligation to Perform. The Subdivider and City agree they are fully obligated to perform as provided in this Agreement. The City and Subdivider are liable and responsible for each obligation that they agree to undertake in this Agreement.

12. Authorized Representatives. The City and Subdivider have executed this Agreement by their duly authorized representatives.

CITY OF CEDAR FALLS, IOWA

By: _____
James P. Brown, Mayor

ATTEST:

Jacque Danielsen, MMC, City Clerk

CF GATEWAY PARK, INC,
an Iowa corporation

By: _____
Atul Patel, President

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

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

Notary Public in and for the State of Iowa

My Commission Expires:

Gateway Business Park at Cedar Falls I - Infrastructure Oversizing Costs

Bid

Item #	Description	Quantity	Unit	Unit Price	Total Price
Oversizing Sanitary Sewer along Hudson					
101	Increase 8" Sanitary Sewer to 15"	1,480.00	LF	\$ 18.00	\$ 26,640.00
					\$ 26,640.00

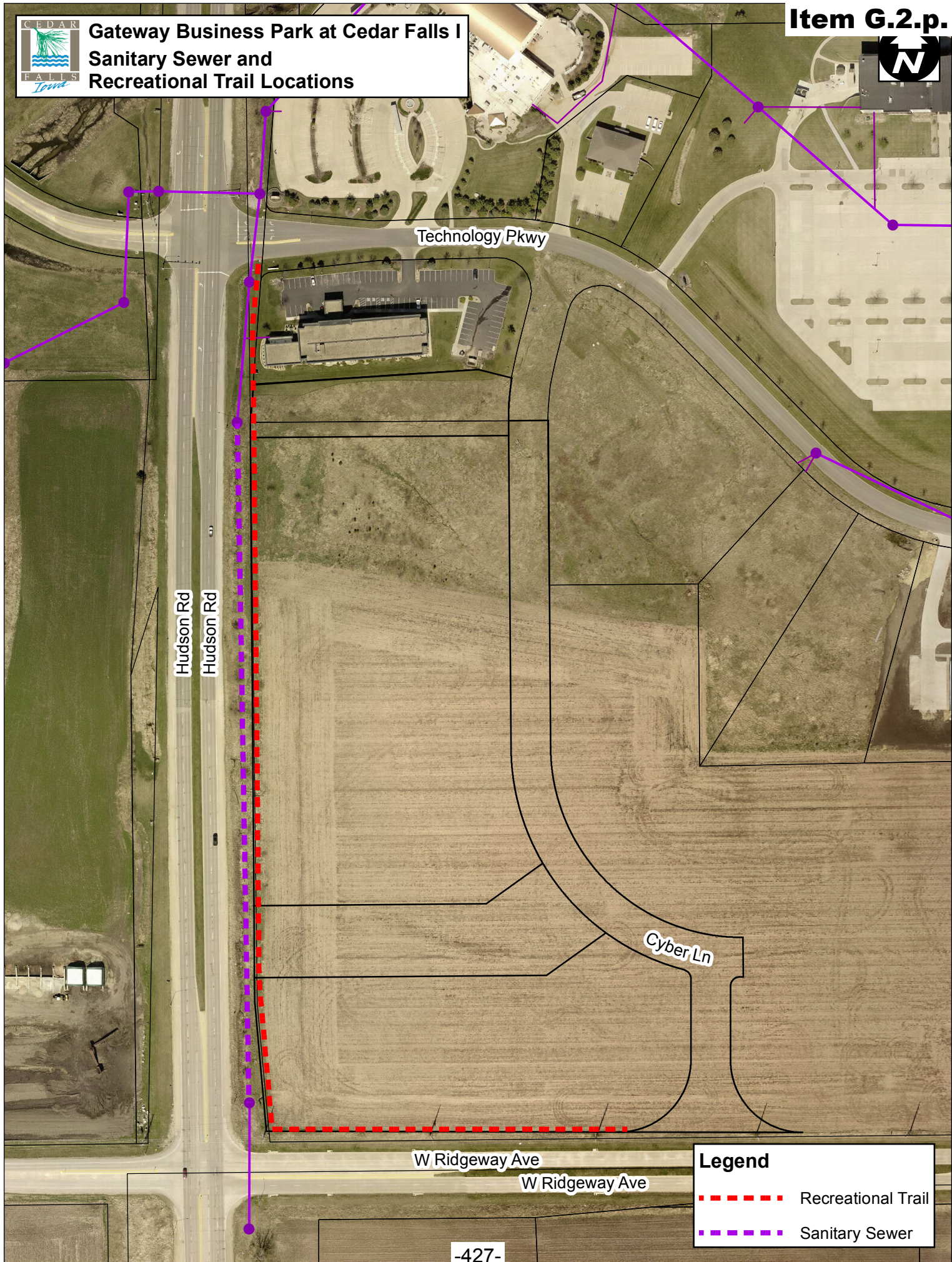
Bid

Item #	Description	Quantity	Unit	Unit Price	Total Price
Recreational Trail Oversizing along Hudson Rd and W Ridgeway Ave					
Trail from Hudson to north side of Lot A (Basin B))					
401	Subgrade Prep Sidewalks	238.89	SY	\$ 1.75	\$ 418.06
402	Subbase Prep Sidewalks	65.63	TN	\$ 18.97	\$ 1,244.98
403	5" PCC Recreation Trail (Lot 1)	238.89	SY	\$ 33.00	\$ 7,883.37
404	6" PCC Recreation Trail - ADA Ramps (Lot 1)	45.00	SY	\$ 54.50	\$ 2,452.50
405	ADA Detectable Warnings	40.00	SF	\$ 29.00	\$ 1,160.00
406	STRIP TOP SOIL	238.89	CY	\$ 2.00	\$ 397.54
407	Respread Topsoil	47.78	CY	\$ 17.30	\$ 687.74
408	HYDRO SEEDING	860.00	SF	\$ 0.40	\$ 286.23
Trail on Lot 1					
409	Subgrade Prep Sidewalks	930.00	SY	\$ 1.75	\$ 1,627.50
410	Subbase Prep Sidewalks	255.49	TN	\$ 18.97	\$ 4,846.73
411	5" PCC Recreation Trail (Lot 1)	930.00	SY	\$ 33.00	\$ 30,690.15
412	6" PCC Recreation Trail - ADA Ramps (Lot 1)	177.78	SY	\$ 54.50	\$ 9,688.89
413	ADA Detectable Warnings	160.00	SF	\$ 29.00	\$ 4,640.00
414	STRIP TOP SOIL	623.59	CY	\$ 2.00	\$ 1,037.72
415	Respread Topsoil	124.72	CY	\$ 17.30	\$ 1,795.26
416	HYDRO SEEDING	3,844.44	SF	\$ 0.40	\$ 1,279.51
Trail on Lot 2					
417	Subgrade Prep Sidewalks (Lot 2)	1,338.89	SY	\$ 1.75	\$ 2,343.06
418	Subbase Prep Sidewalks (Lot 2)	367.83	TN	\$ 18.97	\$ 6,977.68
419	5" PCC Recreation Trail (Lot 2)	1338.89	SY	\$ 33.00	\$ 44,183.37
420	6" PCC Recreation Trail - ADA Ramps (Lot 2)	135.00	SY	\$ 54.50	\$ 7,357.50
421	STRIP TOP SOIL	90.45	CY	\$ 2.00	\$ 150.52
422	RESPREAD TOPSOIL CYBER ROW 8"	18.09	CY	\$ 17.30	\$ 260.40
423	HYDRO SEEDING	4,820.00	SF	\$ 0.40	\$ 1,604.20
Total for Entire 10' Trail:					\$ 133,012.90
Upsizing Cost Only:					\$ 66,506.45
Subtotal:					\$ 93,146.45



Gateway Business Park at Cedar Falls I Sanitary Sewer and Recreational Trail Locations

Item G.2.p.



Technology Pkwy

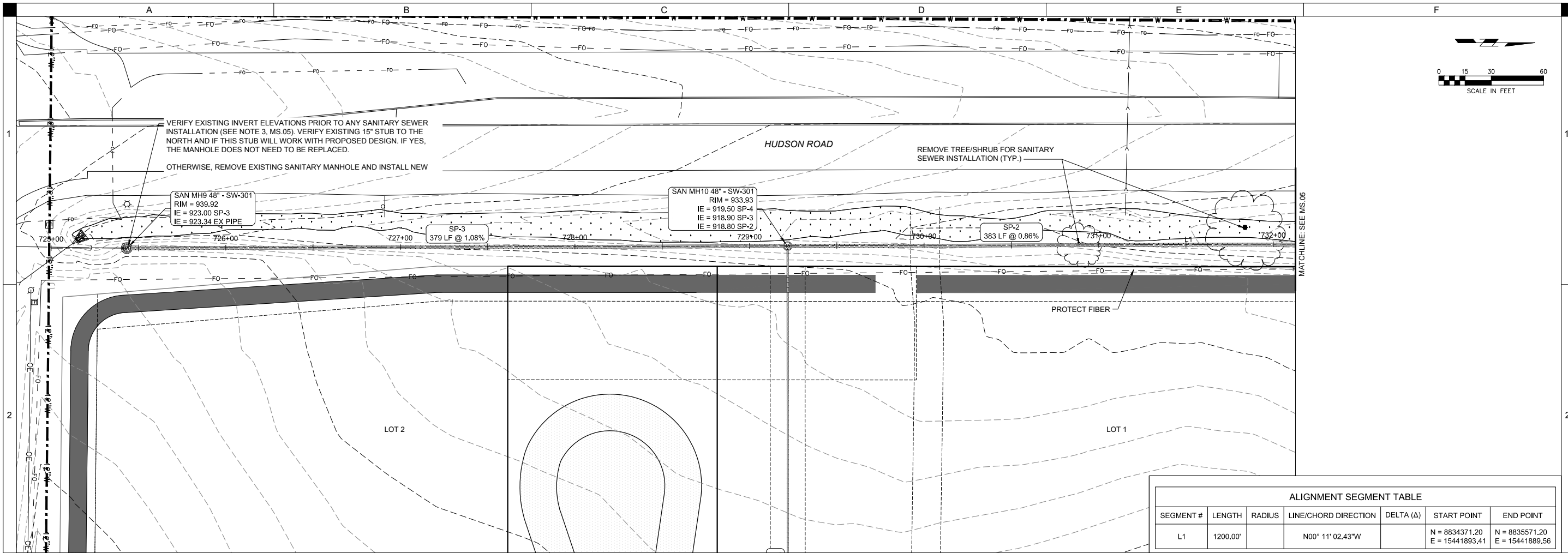
Hudson Rd
Hudson Rd

Cyber Ln

W Ridgeway Ave
W Ridgeway Ave

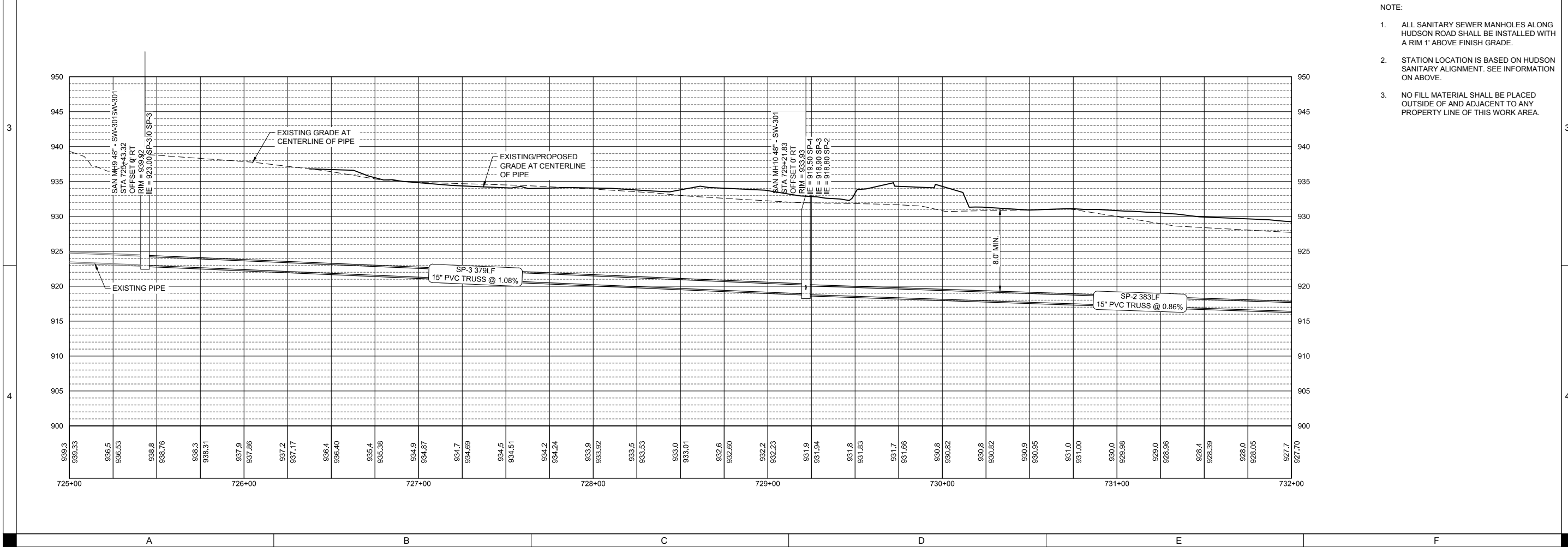
Legend

- Recreational Trail
- Sanitary Sewer



ALIGNMENT SEGMENT TABLE						
SEGMENT #	LENGTH	RADIUS	LINE/CHORD DIRECTION	DELTA (Δ)	START POINT	END POINT
L1	1200.00'		N00° 11' 02.43"W		N = 8834371.20 E = 15441893.41	N = 8835571.20 E = 15441889.56

- NOTE:
- ALL SANITARY SEWER MANHOLES ALONG HUDSON ROAD SHALL BE INSTALLED WITH A RIM 1' ABOVE FINISH GRADE.
 - STATION LOCATION IS BASED ON HUDSON SANITARY ALIGNMENT. SEE INFORMATION ON ABOVE.
 - NO FILL MATERIAL SHALL BE PLACED OUTSIDE OF AND ADJACENT TO ANY PROPERTY LINE OF THIS WORK AREA.



GATEWAY BUSINESS PARK AT CEDAR FALLS I
CYBER LANE INFRASTRUCTURE

RUSSELL CONSTRUCTION
GATEWAY BUSINESS PARK AT CEDAR FALLS, CEDAR FALLS, IA

SANITARY SEWER
PLAN & PROFILE

MS

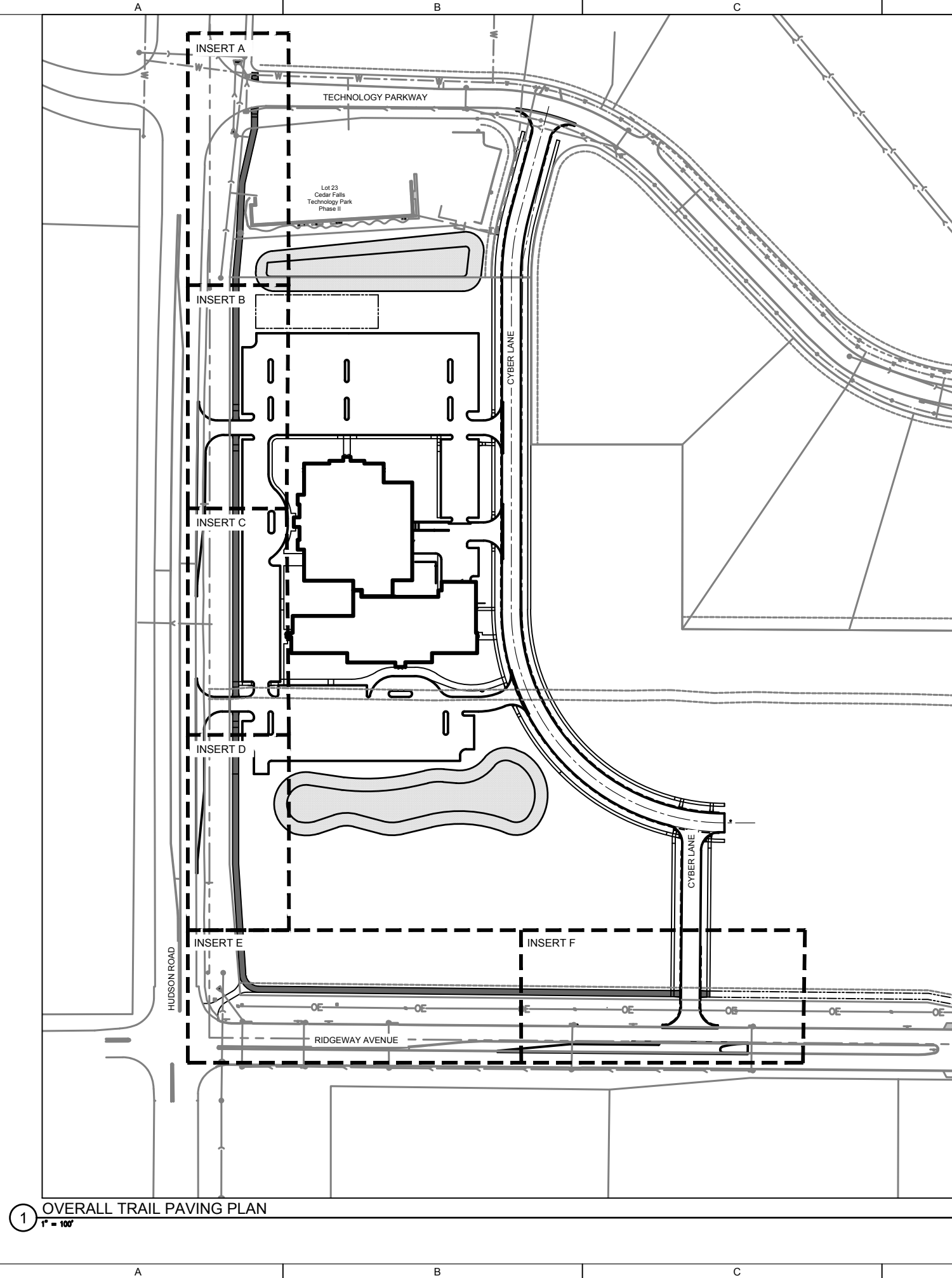
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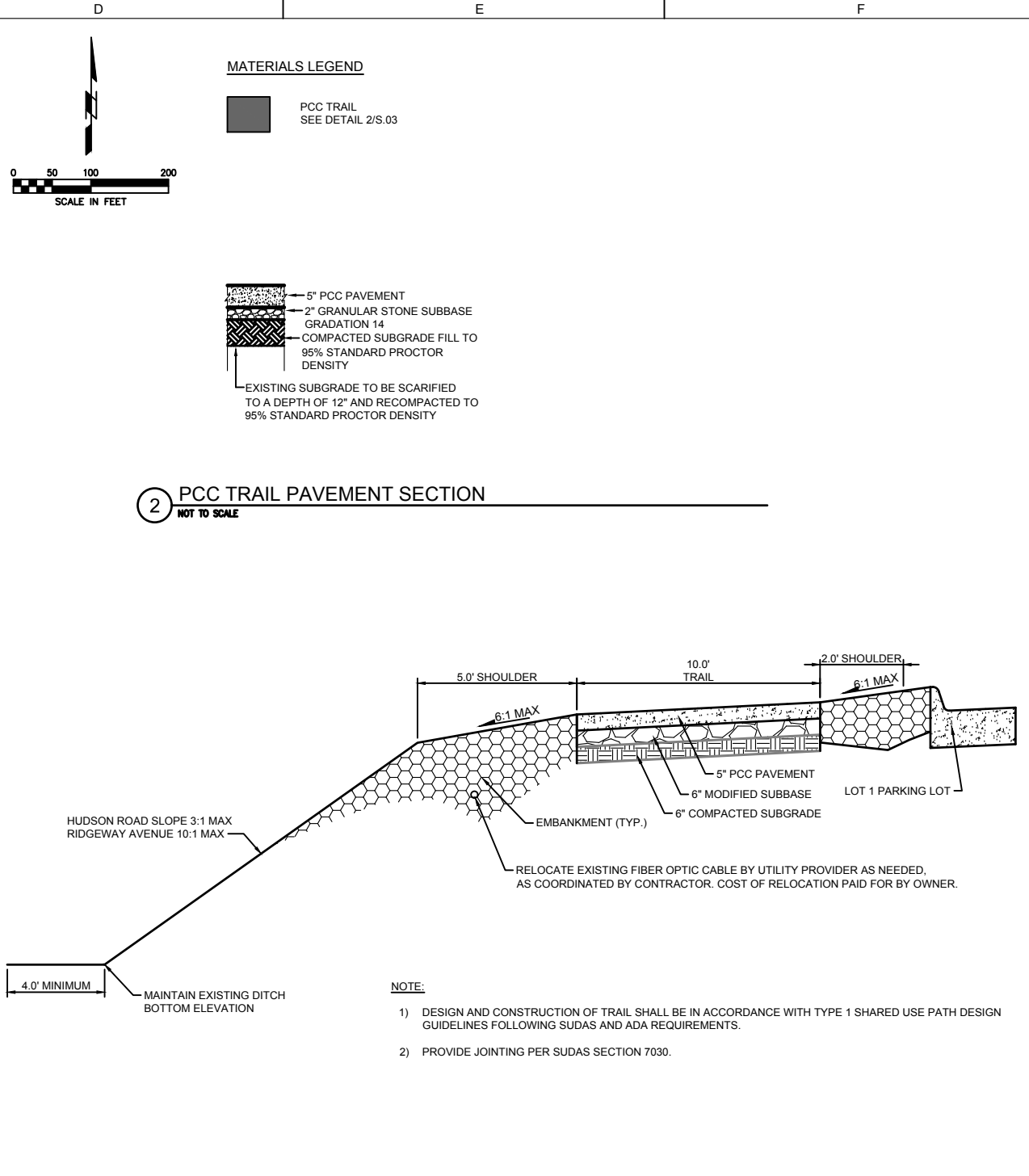
APPROVED FOR CONSTRUCTION
DATE: 06/14/2018

DRAWN: SLO
APPROVED: CNH

P:\Projects\02171020\Drawings\02\Drawings\1\CH\Civil\1\0\Other\Lane Infrastructure\MS-Sheet.dwg
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1 OVERALL TRAIL PAVING PLAN
1" = 100'



2 PCC TRAIL PAVEMENT SECTION
NOT TO SCALE

3 PCC TRAIL TYPICAL CROSS SECTION ON HUDSON ROAD
NOT TO SCALE

MATERIALS LEGEND

- PCC TRAIL
SEE DETAIL 2/S.03
- 5" PCC PAVEMENT
- 2" GRANULAR STONE SUBBASE
GRADATION 14
- COMPACTED SUBGRADE FILL TO
95% STANDARD PROCTOR
DENSITY
- EXISTING SUBGRADE TO BE SCARIFIED
TO A DEPTH OF 12" AND RECOMPACTED TO
95% STANDARD PROCTOR DENSITY

- NOTE:
- DESIGN AND CONSTRUCTION OF TRAIL SHALL BE IN ACCORDANCE WITH TYPE 1 SHARED USE PATH DESIGN GUIDELINES FOLLOWING SUDAS AND ADA REQUIREMENTS.
 - PROVIDE JOINTING PER SUDAS SECTION 7030.



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: May 31, 2018
SUBJECT: Gateway Business Park at Cedar Falls I Final Plat

REQUEST: Request to approve the Gateway Business Park at Cedar Falls I Final Plat.

PETITIONER: CF Gateway Park, Inc., Owner; Shive-Hattery, Engineer; Russell Construction, Contractor

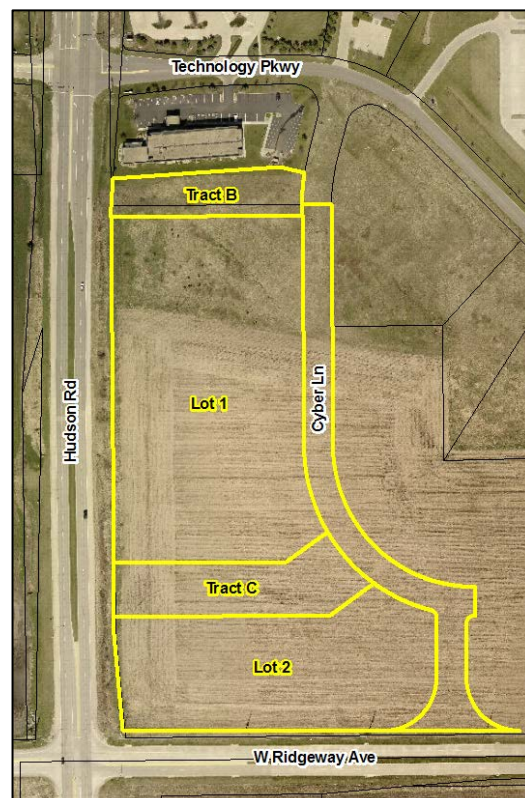
LOCATION: The property is located on approximately 17 acres of land near the northeast corner of Hudson Road and W. Ridgeway Avenue.

PROPOSAL

It is proposed to create two (2) lots zoned HWY-1 Commercial District totaling approximately 14.6 acres in size. Lot 1 would be 7.74 acres in size, and is the proposed home for a new Holiday Inn and Suites Hotel and Conference Center, and Lot 2 would be 4.37 acres in size, which would be for a future commercial use. Cyber Lane (Tract A) will be a new street that runs alongside the two new lots, and will be constructed between Technology Parkway to the north and W Ridgeway Avenue to the south. Tract B (0.98 acres) and Tract C (1.60 acres) will be used for storm water detention purposes.

BACKGROUND

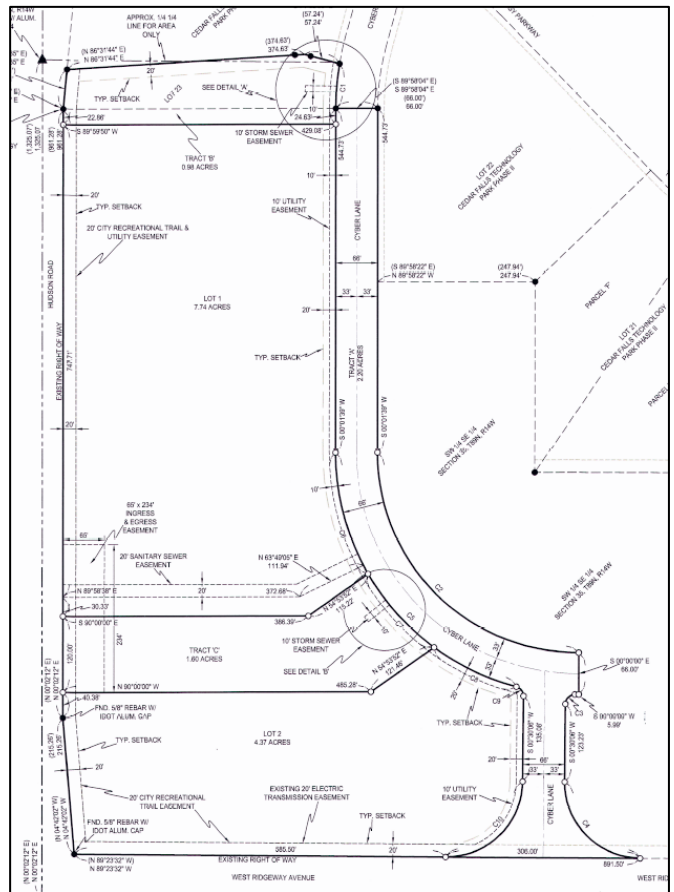
The entire property is 46 acres in size, and has been utilized as farm ground for as far back as City records go. The land was purchased by the applicant in the fall of 2017 with the intent of developing it into lots for potential commercial and office uses. A preliminary plat for the entire property was approved by the Planning and Zoning Commission on January 14, 2018 and approved by the City Council on March 5, 2018.



Item G.2.q.

ANALYSIS

The subdivision plat is located on approximately 17 acres of land between Hudson Road and new Cyber Lane, north of W Ridgeway Avenue. The plat includes two lots, with lot sizes of 7.74 acres and 4.37 acres. Lot 1, which is for a proposed Holiday Inn and Suites Hotel and Conference Center, will have access from both Hudson Road and Cyber Lane. Lot 2 would only have access from Cyber Lane. There are also two Tracts shown on the plat for stormwater detention purposes; Tract "B" is located at the north end of Lot 1, and would be the primary location to capture the water runoff from Lot 1 and Cyber Lane, and Tract "C", which is located at the north end of Lot 2 and partially onto the south end of Lot 1, and would be the primary location to capture the water runoff from Lot 2 and other off site areas to the east. Development within this subdivision includes a site plan review by the Planning and Zoning Commission and City Council since this property is located in the HWY-1, Highway Commercial zoning district. As indicated earlier, the Holiday Inn and Suites Hotel and Conference Center site plan on Lot 1 is under review at this time.



TECHNICAL COMMENTS

City technical staff, including Cedar Falls Utilities (CFU) personnel, noted that the water, gas and communication services are available to the site. The developer will be responsible for extending the utility services to the proposed development. The easements identified on the plat satisfy CFU requirements.

City zoning staff notes that the proposed lots appear to be of sufficient lot area to meet the anticipated development plans. The HWY-1 District requires a 20-foot setback along the perimeter of the district and interior street network. Buildings and parking lots must be located outside this setback area.

The property is located outside of the designated 100-year floodplain.

STAFF RECOMMENDATION

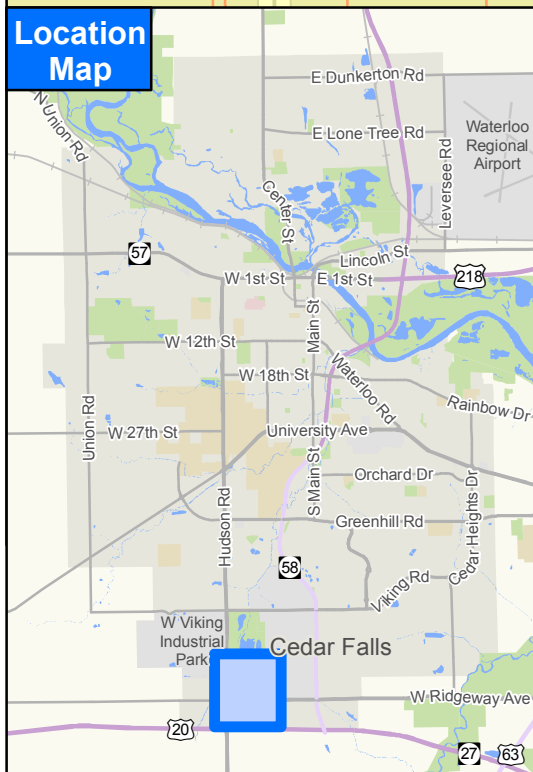
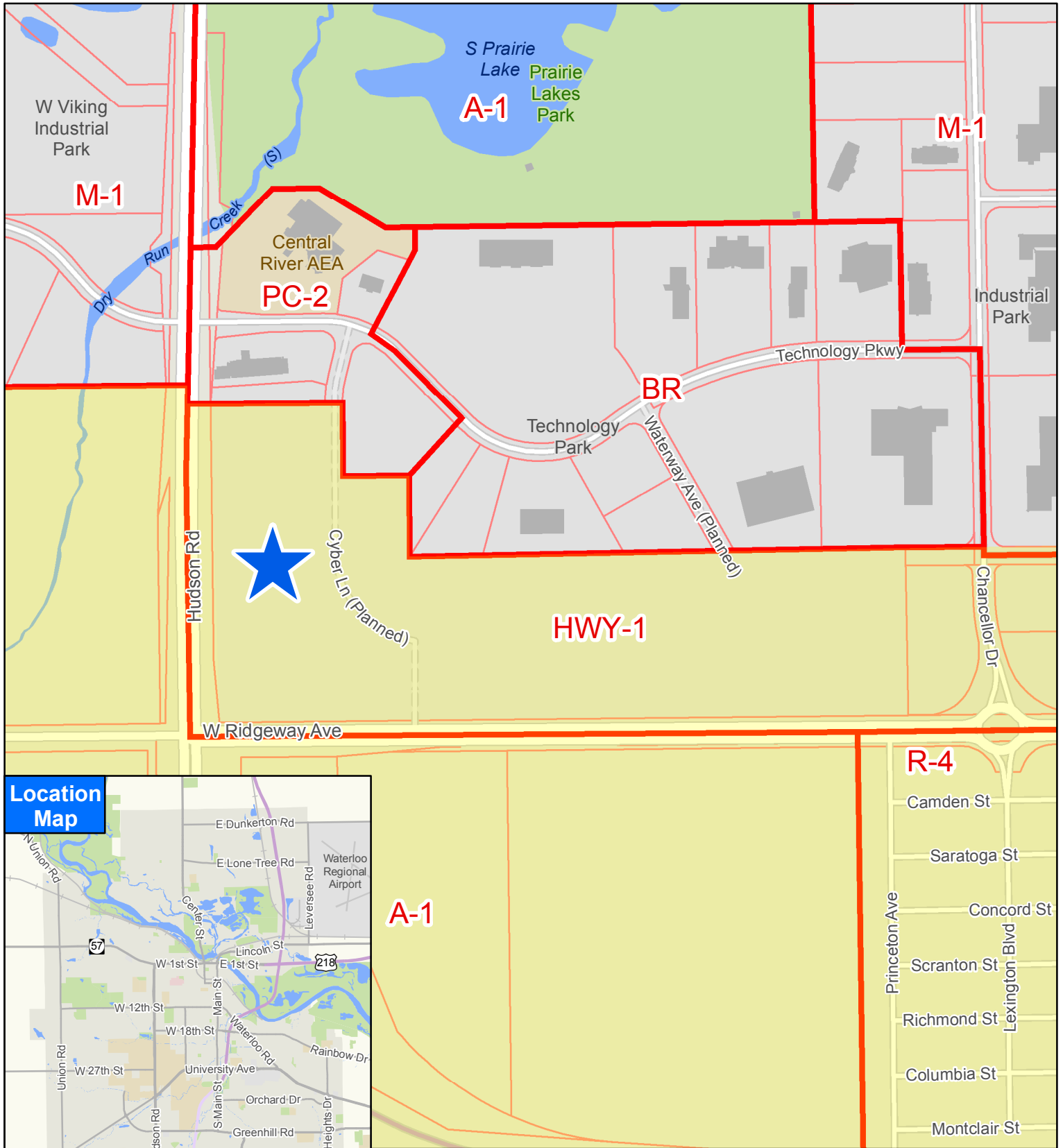
The Community Development Department recommends approval of the Gateway Business Park and Cedar Falls I Final Plat, subject to the following stipulation:

PLANNING & ZONING COMMISSION

Vote
3/28/2018

Chair Oberle introduced the item and Mr. Graham provided background information. He explained that the property is located near the corner of West Ridgeway Avenue and Hudson Road. He displayed a rendering of the final plat with different elements highlighted, as well as street connectivity.

Mr. Arntson made a motion to approve. Mr. Saul seconded the motion. The motion was approved unanimously with 9 ayes (Adkins, Arntson, Giarusso, Hartley, Holst, Leeper, Oberle, Saul and Wingert) and 0 nays.

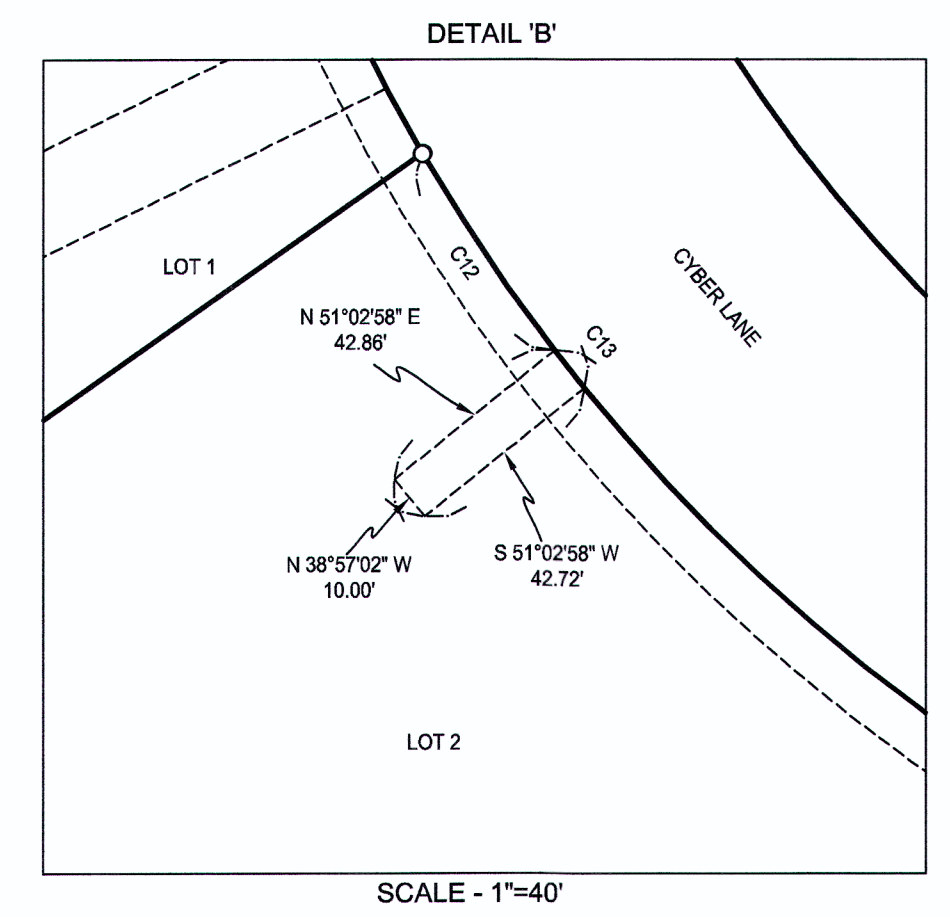
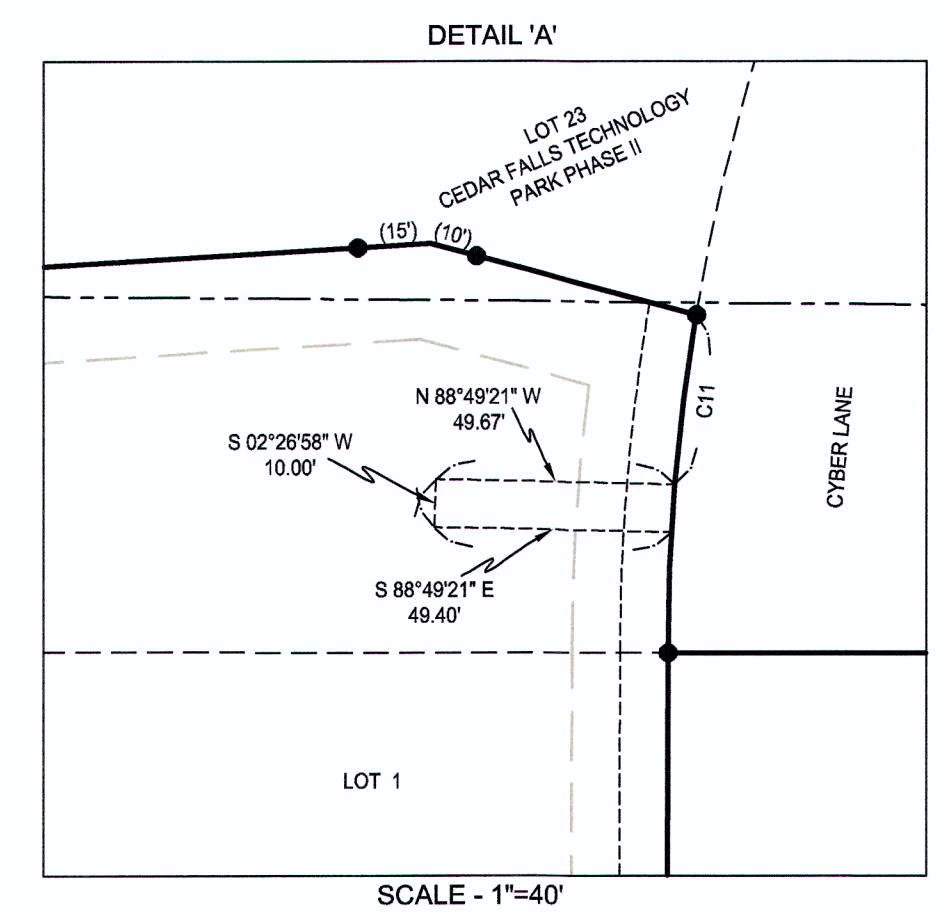
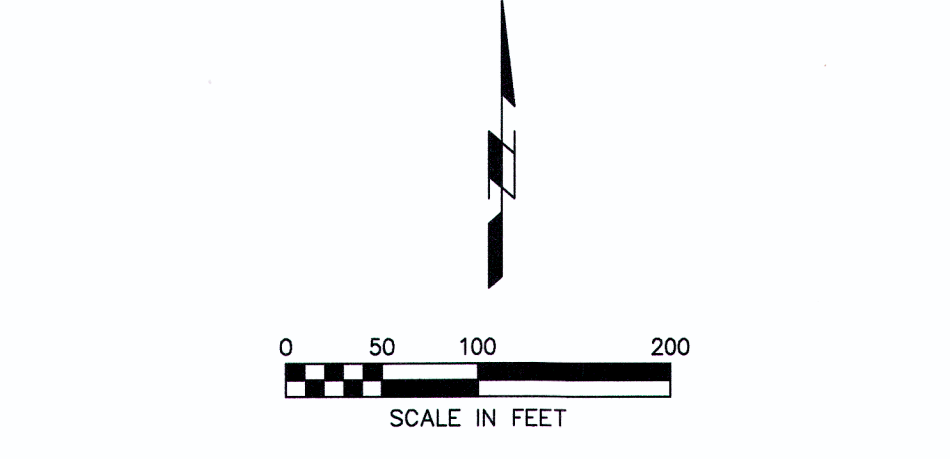
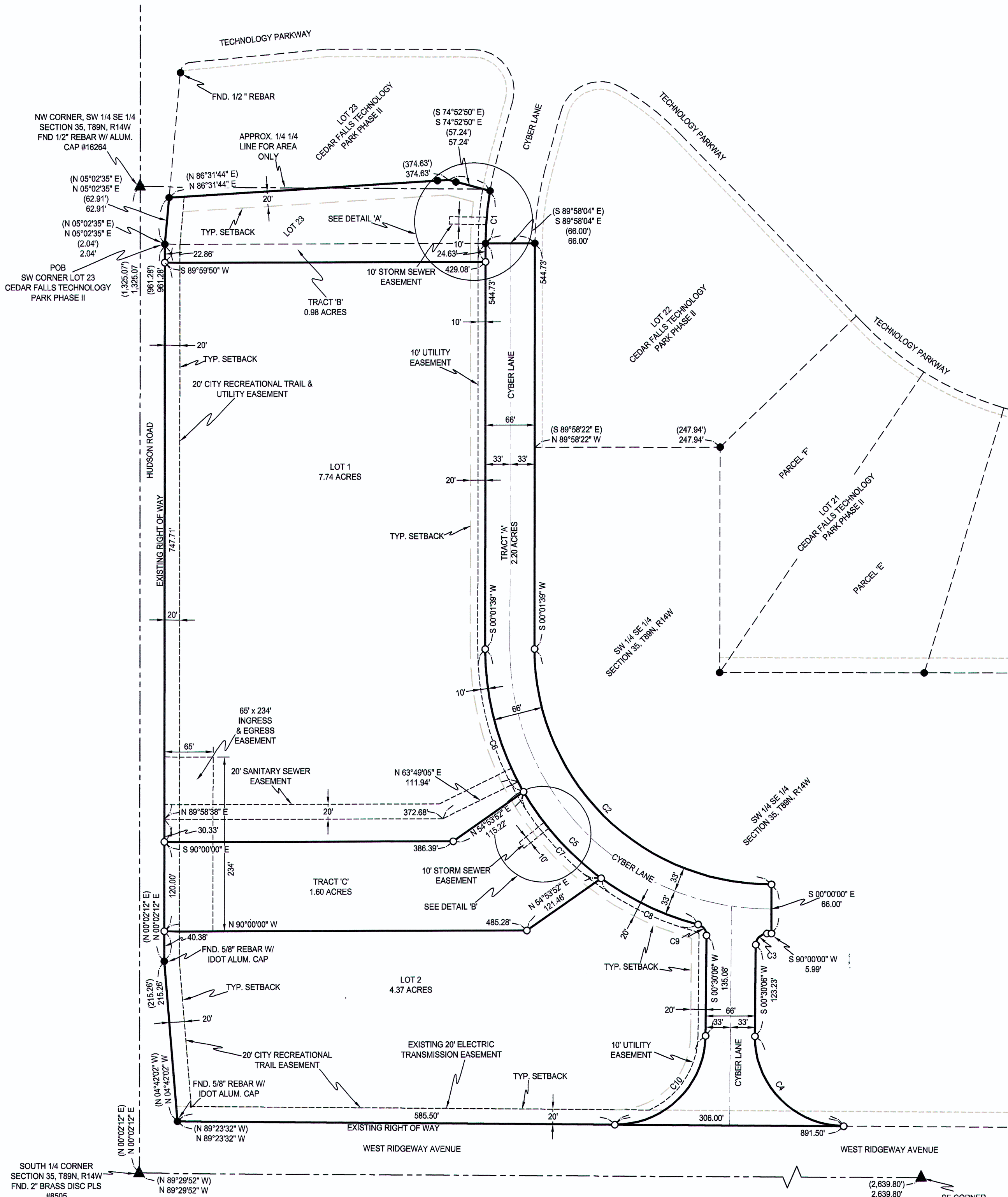


Gateway Business Park at
Cedar Falls I Final Plat

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INDEX LEGEND:
 LOCATION: PART OF LOT 23 IN CEDAR FALLS
 TECHNOLOGY PARK PHASE II,
 CEDAR FALLS, BLACK HAWK COUNTY, IOWA
 & PART OF SW 1/4 OF THE SE 1/4
 SECTION 35, T89N, R14W
 REQUESTOR: RUSSELL CONSTRUCTION COMPANY
 PROPRIETOR: CF GATEWAY PARK, INC.
 SURVEYOR: WADE D. WAMRE, PLS
 COMPANY: SHIVE-HATTERY, INC.
 RETURN TO: 316 2ND STREET SE, SUITE 500
 CEDAR RAPIDS, IOWA 52401
 wwamre@shive-hattery.com
 319-364-0227

FINAL PLAT
GATEWAY BUSINESS PARK AT CEDAR FALLS I
IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA



PARCEL ACREAGE TABLE			
QUARTERS	EXCLUDING ROAD	ROAD ROW	TOTAL
NW 1/4 SE 1/4	0.03 ACRES		0.03 ACRES
SW 1/4 SE 1/4	14.66 ACRES	2.20 ACRES	16.86 ACRES

LAND DESCRIPTION:
 That part of the Southeast Quarter of Section No. 35, Township No. 89 North, Range No. 14 West of the Fifth Principal Meridian in the City of Cedar Falls, Black Hawk County, Iowa, lying Southerly of Cedar Falls Technology Park Phase II, City of Cedar Falls, Iowa, except those parcels deeded for road purposes in 112 LD 487, 539 LD 335, 539 LD 338 and 552 LD 935.

and
 Lot 23 in Cedar Falls Technology Park Phase II, City of Cedar Falls, Iowa, except that part of Lot 23, Cedar Falls Technology Park Phase II described as follows:

Commencing at the Southwest corner of said Lot 23; Thence N 04°09'06" E 62.91 feet along the West line of said Lot 23 to the point of beginning; Thence N 85°40'03" E 374.63 feet; Thence S 75°44'42" E 57.22 feet to the East line of said Lot 23; Thence Northerly 42.91 feet along a 433.00 foot radius curve, concave Easterly (said curve having a long chord of 42.90 feet and bearing N 11°24'00" E); Thence N 14°14'21" E 31.41 feet along the East line of Lot 23; Thence Northwesterly 100.58 feet along a 55.00 foot radius curve, concave Southwesterly (said curve having a long chord of 87.14 feet and bearing N 38°00'02" W); Thence S 89°27'35" W 196.82 feet along the North line of said Lot 23; Thence S 83°44'57" W 182.43 feet along the North line of said Lot 23; Thence Southwesterly 20.84 feet along a 15 foot radius curve, concave Southeasterly (said curve having a long chord of 19.20 feet and bearing S 43°57'02" W); Thence S 04°09'06" W 168.60 feet along the West line of said Lot 23 to the point of beginning more particularly described as follows:

Beginning at the Southwest Corner of Lot 23, Cedar Falls Technology Park Phase II, City of Cedar Falls, Iowa; Thence N 05°02'35" E along the West line of said Lot 23 also being the East Right of Way of Hudson Road a distance of 62.91 feet; Thence N 86°31'44" E a distance of 374.63 feet; Thence S 74°52'50" E to a point on the West Right of Way of Cyber Lane a distance of 57.24 feet; Thence Southwesterly to the Southwest corner of said Lot 23 a distance of 70.98 feet along the arc of a 433.00 foot radius curve concaved easterly (Chord bears S 04°43'27" W a distance of 70.90 feet); Thence S 89°58'04" E a distance of 66.00 feet; Thence S 00°01'39" W a distance of 448.42 feet; Thence S 00°00'00" E a distance of 66.00 feet; Thence S 90°00'00" W a distance of 5.99 feet; Thence Southwesterly a distance of 23.43 feet along the arc of a 15.00 foot radius curve concaved Southeasterly (Chord bears S 45°15'03" W a distance of 21.12 feet); Thence S 00°30'08" W a distance of 123.23 feet; Thence Southeasterly a distance of 188.27 feet along the arc of a 120.00 foot radius curve concaved Northeasterly to a point on the North Right of Way of West Ridgeway Avenue (Chord bears S 44°28'43" E a distance of 169.55 feet); Thence N 89°23'32" W along said North Right of Way to a point also being said East Right of Way a distance of 891.50 feet; Thence N 04°42'02" W along said East Right of Way a distance of 215.26 feet; Thence N 00°02'12" E along said East Right of Way a distance of 961.28 feet; Thence N 05°02'35" E along said East Right of Way to the Point of Beginning a distance of 2.04 feet.

Said parcel contains 16.89 acres, subject to easements and restrictions of record.

DATE OF SURVEY:
1/25/2018

AREA:
TOTAL: 16.89 ACRES

OWNER:
CF GATEWAY PARK, INC.
307 WINDING RIDGE ROAD
CEDAR FALLS, IOWA 50613

APPLICANT:
RUSSELL CONSTRUCTION COMPANY
4600 EAST 53RD STREET
DAVENPORT, IOWA 52807

SURVEYOR / CONTACT:
WADE D. WAMRE, PLS
SHIVE-HATTERY, INC.
316 2ND STREET SE, SUITE 500
CEDAR RAPIDS, IOWA 52401
PHONE: 319-364-0227
FAX: 319-364-4251
wwamre@shive-hattery.com

BASE OF BEARINGS:
ZONE 5
IOWA REGIONAL
COORDINATE SYSTEM

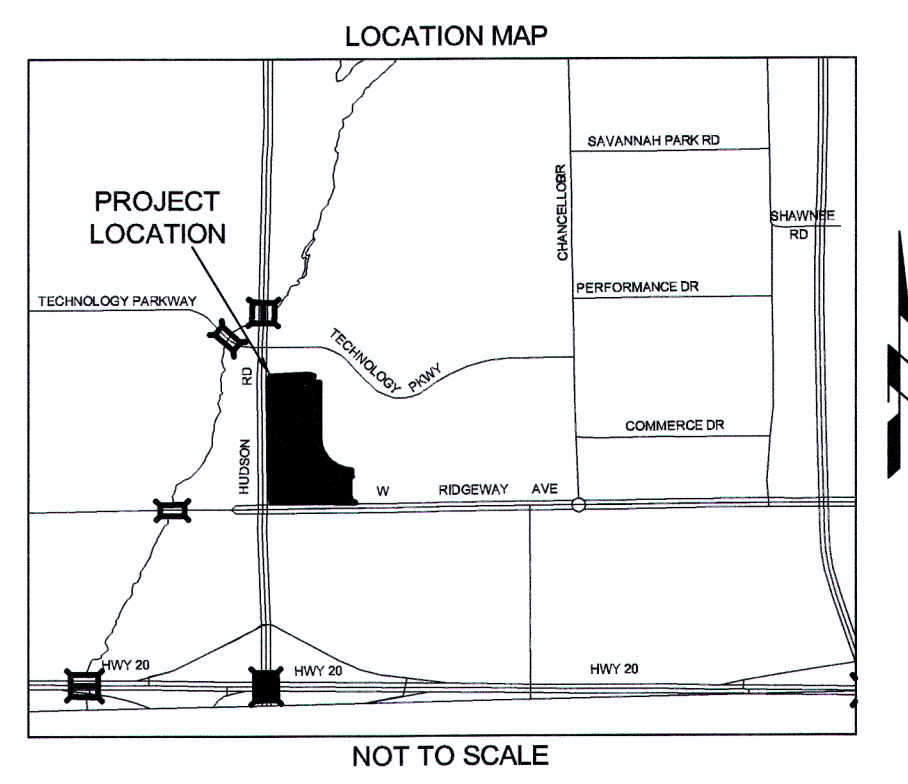
NOTES:

- 1.) DISTANCES ARE IN FEET AND DECIMALS THEREOF.
- 2.) SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SIGNATURE OF THE SURVEYOR.
- 3.) NO STRUCTURE OR PARKING AREAS WILL BE ALLOWED WITHIN THE SETBACK AREAS AROUND THE PERIMETER OF THE SITE OR ALONG INTERNAL STREETS AND PRINCIPAL ACCESSWAYS.
- 4.) ALL SIGNAGE SHALL PROVIDE A 10-FOOT SETBACK FROM THE PROPERTY LINE ALONG ALL PUBLIC RIGHTS-OF-WAY AND PRINCIPAL ACCESSWAYS.
- 5.) MINIMUM LOT FRONTAGE SHALL NOT BE LESS THAN 60 FEET & MINIMUM LOT FRONTAGE FOR CORNER LOTS SHALL NOT BE LESS THAN 80 FEET.
- 6.) ERROR OF CLOSURE FOR THE SUBDIVISION BOUNDARY IS NOT GREATER THAN 1:10,000 & ERROR FOR CLOSURE ON INTERIOR LOTS IS NOT GREATER THAN 1:5,000 FOR EACH LOT.
- 7.) 20' SETBACKS (TYP.) ON ALL EXTERIOR BOUNDARIES OF LOTS AND TRACTS.

CURVE TABLE					
CURVE	LENGTH	RADIUS	CHORD BRG	CHORD	DELTA
C1	70.98'	433.00'	S 04°43'27" W	70.90	009°23'32"
(C1)	(70.98')	(433.00')	(S 04°43'27" W)	(70.90)	
C2	498.10'	317.00'	S 44°59'10" E	448.42	090°01'41"
C3	23.43'	15.00'	S 45°15'03" E	21.12	089°29'54"
C4	188.27'	120.00'	S 44°26'43" E	169.55	089°53'37"
C5	502.66'	383.00'	S 37°34'14" E	467.36	075°11'50"
C6	200.75'	383.00'	S 14°59'15" E	198.46	030°01'52"
C7	157.15'	383.00'	S 41°45'28" E	156.05	023°30'34"
C8	144.77'	383.00'	S 64°20'27" E	143.91	021°39'24"
C9	19.81'	15.00'	S 37°20'02" E	18.40	075°40'15"
C10	188.72'	120.00'	S 45°33'19" W	169.86	090°06'26"
C11	35.77'	433.00'	S 07°03'12" W	35.76	004°44'01"
C12	49.58'	383.00'	S 33°42'41" E	49.54	007°24'59"
C13	10.00'	383.00'	S 38°10'03" E	10.00	001°29'46"

SURVEY LEGEND

●	FOUND 1/2" REBAR UNLESS OTHERWISE AS NOTED
▲	SET 5/8" REBAR W/ ORANGE CAP #17565
△	SECTION CORNER FOUND AS NOTED
()	RECORDED AS
POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
—	PLAT OR SURVEY BOUNDARY
- - -	PLAT LOT LINE
- - -	EXISTING LOT LINE
- - -	SECTION LINE
- - -	EASEMENT LINE
- - -	EXISTING EASEMENT LINE
- - -	SETBACK LINE



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 Land Surveyor under the Laws of the State of Iowa.

PROFESSIONAL LAND SURVEYOR
 WADE D. WAMRE, PLS
 17565
 IOWA

(signature) *W. Wamre* 3/24/18 (date)
 License number: 17565
 My license renewal date is December 31, 2018
 Pages or sheets covered by this seal: 1

FINAL PLAT GATEWAY BUSINESS PARK AT CEDAR FALLS I IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA			
DATE	03-24-2018	SCALE	1"=100'
DRAWN	cen	APPROVED	OT2017-1
REFERENCE DRAWING		REVISION	CTS 'B' & 'C'

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1 OF 1
 ISSUED FOR
 PROJECT NO.
 2171620

Item G.2.q.

Prepared by and Return to: Jennifer Belby, PC, 4600 E. 53rd Street, Davenport, IA 52807, (563) 459-4600
(Space above this line for recording purposes)

DEED OF DEDICATION

OF

GATEWAY BUSINESS PARK AT CEDAR FALLS I
IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA

KNOW ALL PERSONS BY THESE PRESENTS:

That, Cedar Falls Gateway Park, Inc., with its principal office in Independence, Iowa, being desirous of setting and platting into lots and streets the land described in the attached Certificate of Survey by VJ Engineering, a licensed land surveyor, dated the 24th day of March, 2018, does by these presents designate and set apart the aforesaid premises as a subdivision of the City of Cedar Falls, Iowa, the same to be known as

GATEWAY BUSINESS PARK AT CEDAR FALLS I
IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA

all of which is with the free consent and the desire of the undersigned, and the undersigned does hereby designate and set apart for public use the streets and avenues as shown upon the attached plat.

EASEMENTS

The owner does hereby grant and convey to the City of Cedar Falls, Iowa, its successors and assigns, and to any private corporation, firm or person furnishing utilities for the transmission and/or distribution of water, sanitary sewer, storm sewer, drain tile, surface drainage, gas, electricity, communication services or cable television, perpetual easements for the erection, laying, building, and maintenance of said services over, across, on and/or under the property as shown on the attached plat. There shall be no fences, buildings, large plantings or other obstructions upon or under the property covered by these easements, so that access is available for any equipment and/or persons necessary for the construction, reconstruction or maintenance of said utilities and/or drainage ways.

RESTRICTIONS

Be it also known that the undersigned does hereby covenant and agree for itself and its successors and assigns that each and all of the lots in said subdivision be and the same are hereby made subject to the following restrictions upon their use and occupancy as fully and effectively to all intents and purposes as if the same were contained and set forth in each deed of conveyance or mortgage that the undersigned or its successors in interest may hereinafter make for any of said lots and that such restrictions shall run with the land and with each individual lot thereof of for length of time and in all particulars hereinafter started to wit:

I. DEFINITIONS.

For the purpose of this Declaration, the following terms shall have the following definitions, except as otherwise specifically provided:

A. "Plat" shall mean and refer to the real property described as Lot 1, Lot 2, Tract A, and Tract B and Tract C of the Gateway Business Park at Cedar Falls I in the City of Cedar Falls, Black Hawk County, Iowa. See attached for final plat for further description of lots.

B. "Declarant" shall mean and refer to Cedar Falls Gateway Park, Inc.

C. "Lot" shall mean and refer to an individual parcel of land within the Plat.

D. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the legal or equitable title to any Lot that is a part of the Plat.

E. "City" shall mean the City of Cedar Falls, Iowa.

II. DESIGNATION OF USE.

All Lots shall be known and described as commercial or neighborhood commercial lots and shall not be improved, used or occupied for other than those purposes. Commercial activity may be conducted on any Lot or in any structure constructed or maintained on any Lot as permitted under the terms of the zoning ordinance of the City. The authority to enforce the restrictions and easements set forth herein shall be vested in the Declarant.

III. BUILDING TYPES.

The development of the subdivision shall be in accordance with the current zoning district classification set forth in the City of Cedar Falls, Iowa, zoning ordinance.

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IV. BUILDING AREA DESIGN AND CONSTRUCTION.

All buildings erected on any Lot in the subdivision shall be constructed in accordance with the Building, Plumbing, and Electrical Codes of the City of Cedar Falls, Iowa.

The Declarant, its successors or assigns, shall have the right to review and approve all building and site plan designs, including, but not limited to, location of access, drives, landscaping, and other improvements. All plans and specifications for structures to be built on any Lot in the subdivision, shall be submitted in writing to and approved in writing by the Declarant or its authorized agent or agents. All buildings on any Lot in the subdivision shall be kept in a reasonable state of repair and upkeep.

V. EASEMENTS.

Easements for installation and maintenance of utilities and stormwater facilities, and sewer, are reserved as shown on the Plat as recorded. The Owner of each Lot, shall, at the expense of such Owner, maintain, keep, and preserve that portion of the easement within the Lot at all times in good repair and condition and shall neither erect nor permit erection of any building, structure, fence or other improvement of any kind within the easement areas (except customary ground cover) which might interfere in any way with the use, maintenance, replacement, inspection or patrolling of any of the utility services, drainage facilities and pedestrian trail, within such easements areas. Any berm and/or swale constructed for drainage purposes shall be preserved and maintained to accomplish the purposes for which it was constructed. For the 10' trail along Hudson and Ridgeway, the Owner of each Lot shall maintain the sidewalk at its cost; however, any repairs will be split 50%/50% with the City of Cedar Falls.

VI. NUISANCE.

No noxious or offensive activity or odors shall be permitted on or to escape from any Lot, nor shall anything be done thereon which is or may become an annoyance or a nuisance, either temporarily or permanently.

VII. SIGNS.

Any signs erected on any Lot in the subdivision shall be constructed in accordance with the Sign Ordinance of the City of Cedar Falls, Iowa, and subject to the review and approval of Declarant.

VIII. UTILITIES.

Except for necessary above ground utility devices, all utility lines shall be underground.

IX. CURBLINE MAINTENANCE.

The Owner and/or occupant of each Lot shall jointly and severally be responsible to keep in good order or to maintain the area between the curblineline and the property line abutting their property including keeping said area free of holes, pitfalls, stumps of trees, fences, brick, stone, cement, stakes, posts or rods to which a metal, plastic or similar receptacle designed to hold newspapers are affixed, private irrigation or sprinkler systems, retaining walls, landscaping brick, block, stone, timber or other similar material, or any other similar obstructions.

X. MAINTENANCE.

The Owner and/or occupant of each Lot shall be responsible to keep the same free of trash, weeds and debris and to keep the lawn and landscaping well maintained in accordance with governing ordinances. The Owner and/or occupant of each Lot shall be responsible to maintain the exterior of any structure and all other improvements.

XI. MAINTENANCE OF STORMWATER FACILITIES AND BASIN.

A. Declarant shall perform maintenance of all common areas within the development, including but not limited to the stormwater facilities and basin, roads and accessways, common utilities and common landscaping and green spaces.

B. Each person or entity who is a record owner of a fee or undivided fee interest in any lot shall be responsible and pay its proportionate share of each and every cost incurred by the Declarant for maintenance of the stormwater facilities and basin, road and accessways, and any common areas and green spaces within the development, including but not limited to Tract B and Tract C

C. Each lot owner's assessment for its proportionate share shall be paid within thirty (30) days of invoice, with proper supporting documentation, by Declarant.

D. Declarant, at Declarant's sole option, shall have the right to organize an association of lot owners and to convey the stormwater facilities and basin, road and accessways, and common areas and green spaces to such association. Upon such conveyance by Declarant to an association, the Declarant shall have no further responsibilities or liability under the terms herein.

XII. DRAINAGE EASEMENTS.

Any and all drainage easements, including Tract B and Tract C, will be required to follow the "Stormwater Management Plan" and no building structures, fence structures, landscaping structures, private gardens or any other possible obstruction can be built in and over said drainage easements. All lot owners and/or contractors working on said lots will be responsible to maintain said easements to be free and clear of any physical obstruction(s) thus allowing the conveyance of overland storm water runoff as intended per "Stormwater Management Plan" on record with the City of Cedar Falls Engineer's Office.

Item G.2.q.

XIII. SURFACE WATER.

The topography of the Plat is such that the surface water may flow from certain Lots onto other Lots. In regard to all matters concerning surface water, each Lot shall be subject to and benefited by such easements as may exist from the flowage of surface water under the laws of the State of Iowa, as may be in effect from time to time; and all Owners shall have such rights and obligations with respect thereto as may be provided by such laws.

XIV. DEVIATION BY AGREEMENT.

The Declarant hereby reserves the right to enter into agreements with the purchaser of any Lot in the subdivision to deviate from any and all of these restrictive covenants and any such deviation (which shall be manifested by an agreement in writing) shall not constitute a waiver of the particular covenant involved or any other as to the remaining Plat. Such deviation shall be reasonably consistent with the purpose of these restrictions, and provide that the requested deviation is in the best interest of the part or parts of the Plat and the variance requested is compatible with the character of the Plat.

Whenever, in the exercise of its discretion, the Declarant grants a deviation, each Owner of a Lot hereby acknowledges that such variance shall constitute a waiver of any conflicting provisions of these restrictions and this Declaration. Each Owner of a Lot appoints the Declarant as its true and lawful attorney-in-fact for the limited purpose of consenting to and granting variances in compliance with the terms of these covenants.

XV. ENFORCEMENT OF COVENANTS.

This Declaration shall be deemed to run with the land, and the Declarant or the Owner of any Lot may bring an action in any court of competent jurisdiction to enforce this Declaration to enjoin its violation or for damages for the breach thereof, or for any other remedy or combination of remedies recognized at law or in equity, and shall further be entitled to recover reasonable legal fees and costs if the Declarant or Owner prevails in any such action.

XVI. AMENDMENTS OF COVENANTS.

A. For so long as Declarant owns any Lot or any part of the Plat, Declarant may amend these Restrictions by an instrument in writing filed and recorded in the records of Black Hawk County, Iowa, without the approval of any Owner of any Lot or part of the Plat estate. Provided, however, that (i) in the event that such instrument materially alters or changes any Owner's and/or occupant's right to the use and enjoyment of such Owner's and/or occupant's Lot or if such amendment adversely effects the title to any Lot or part of the Plat, such amendment shall

be valid only upon approval thereof by all Owners and/or occupants affected thereby, and (ii) in the event that such amendment adversely affects the security, title and interest of any mortgagee, such amendment shall be valid only upon the approval thereof by all mortgagees affected thereby. Each Owner, by acceptance of a deed or other conveyance to a Lot or part of the real estate, agrees to be bound by such amendments as are permitted by this section and further agrees that, if requested to do so by Declarant, such Owner will consent to the amendment of this Declaration or any other instruments related to the real estate: (i) if such amendment is necessary to bring any provisions hereof or thereof into compliance or conformity with the provisions of any applicable governmental statute, rule or ordinance or any judicial determination which shall be in conflict therewith; (ii) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to any Lot subject to these restrictions; and (iii) if such amendment is necessary to correct a scrivener's error in the drafting of these restrictions.

B. At such time as Declarant no longer owns any Lot or any part of the Plat, these restrictions may be amended from time to time with the approval of the Owners. Such approval shall be given by the affirmative vote of not less than two-thirds (2/3) of the Owners. The Owner of each Lot (or joint Owners of a single Lot in the aggregate) shall be entitled to cast one vote on account of each Lot owned.

XVII. PERIOD OF COVENANTS.

This Declaration shall continue and remain in full force and effect at all times as to the Plat and as to the Owners of any Lot, regardless of how title was acquired, until the date twenty-one (21) years after the recording of this Declaration, on which date this Declaration shall automatically be extended for two (2) successive periods of five (5) years each, unless on or before the end of the base period, or the first extension period, the Owners of not less than fifty percent (50%) of the Lots, by written instrument duly recorded, declare a termination of the same.

XVIII. ENFORCEMENT AND WAIVER.

A. In the event that any one or more of the foregoing covenants, conditions or restrictions shall be declared for any reason by a court of competent jurisdiction to be null and void, such judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate, or nullify any of the covenants, conditions and restrictions not so expressly held to be void, which shall continue unimpaired and in full force and effect.

B. The Plat shall also be subject to any and all rights and privileges of the City, now held or hereafter acquired, by dedication or conveyance, or by reason of the platting and recording of the Plat, or by this Declaration or by law. Wherever there is a conflict between this Declaration and the zoning ordinance of the City, the more restrictive shall be binding.

C. This Declaration shall not be applicable to property dedicated to the City, and the City may allow appropriate public use on city-owned property within the Plat.

Item G.2.q.

XIX. PUBLIC IMPROVEMENTS REQUIRED IN PLAT.

The Owner, in consideration of approval of this Plat by the Cedar Falls Planning and Zoning Commission and the City Council of the City of Cedar Falls, Iowa, agrees for itself, its successors and assigns, as follows:

A. That the streets shown on the attached Plat will be brought to city grade and that the streets will be thirty-one (31) feet, back of curb to back of curb, with approved hard surface pavement in accordance with City of Cedar Falls Standard Specifications. Parking shall be allowed on only one side of each street as determined by the City Engineer.

B. That concrete sidewalks four (4) inches thick will be installed during or immediately after construction of a building on any particular Lot, prior to issuance of an occupancy permit, and the sidewalks constructed shall be across the full width of the Lot and on corner Lots and also across the parking and full length of the Lot. Such sidewalks will be installed on any unsold lots in any event within five years after the date the plat is filed in the office of the Recorder of Black Hawk County, Iowa.

C. That sanitary sewer, together with the necessary manholes and sewer service lines to all Lots in the subdivision will be provided.

D. That underground utilities, as required by the City of Cedar Falls Subdivision Ordinance, shall be installed.

E. That City water shall be provided and stubbed in to each Lot as required by the Cedar Falls Municipal Utilities.

F. That Municipal fire hydrants will be provided as required by the Cedar Falls Public Safety Department.

G. That storm sewer will be provided as required by the City Engineer of the City of Cedar Falls.

H. That handicap ramps will be provided as required by law.

I. All buildings erected on any Lot in said subdivision shall be constructed in accordance with the building, plumbing and electrical codes of the City of Cedar Falls.

J. The Declarant shall construct and install all required public improvements within the subdivision plat, to conform with approved construction plans which meet the specifications of the City of Cedar Falls, Iowa. Such required public improvements shall meet the following requirements:

1. Shall be constructed and installed in a good and workmanlike manner;
2. Shall be free of defects in workmanship or materials;
3. Shall be free of any conditions that could result in structural or other failure of said improvements;
4. Shall be constructed and installed in accordance with the design standards and technical standards established for such public improvements by the City and by Cedar Falls Utilities;
5. Shall be constructed and installed in strict compliance with the minimum acceptable specifications for the construction of public improvements set forth in the Cedar Falls Code of Ordinances, including without limitation, Chapter 24, Subdivisions, and as such specifications shall be recommended for approval by the City Engineer from time to time, and approved by the City Council.

The Developer's construction plans are now on file in the Office of the City Engineer.

K. That the work and improvements called for herein shall be in accordance with City specifications under the supervision of the City Engineer, and shall be completed within eighteen (18) months of the date of approval of the final Plat. Further, the Owner and its successors and assigns shall comply with site plan review and approval by the Cedar Falls Planning and Zoning Commission and the Cedar Falls City Council.

L. That in the event the improvements called for herein shall not be performed in accordance with the City Ordinances and the above Agreement, the City may perform said work, levy the costs thereof as assessments, and the undersigned agree that said assessments so levied shall be a lien on all of the Lots in this phase with the same force and effect as though all legal provisions relating to the levy of such special assessments have been observed and further authorize the City Clerk to certify such assessments to the County Auditor as assessments to be paid in installments as provided by law.

RESOLUTION NO. _____

**RESOLUTION ACCEPTING AND APPROVING
THE FINAL PLAT OF
GATEWAY BUSINESS PARK AT CEDAR FALLS I
IN THE CITY OF CEDAR FALLS, BLACK HAWK, IOWA**

WHEREAS, the Cedar Falls Planning and Zoning Commission of the City of Cedar Falls, Iowa, did on the 28th day of March, 2018, at a regular meeting of said Planning and Zoning Commission, approve the attached final plat, and recommend acceptance and approval thereof by the City Council of the City of Cedar Falls, Iowa.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Cedar Falls, Iowa, that the attached plat heretofore filed to be known as:

**GATEWAY BUSINESS PARK AT CEDAR FALLS I
IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA**

be and the same is hereby accepted and approved and the Mayor and the City Clerk are hereby authorized and directed to certify a copy of the Resolution to the County Recorder of Black Hawk County, Iowa.

ADOPTED AND PASSED this ____ day of _____, 2018.

By: _____
James P. Brown, Mayor of Cedar Falls, Iowa

Jacqueline Danielson, MMC
City Clerk of Cedar Falls, Iowa

Item G.2.q.

CERTIFICATE

I, Jacqueline Danielson, MMC and City Clerk of the City of Cedar Falls, Iowa, hereby certify that the above and foregoing is a true and correct typewritten copy of the Resolution Number _____ duly and legally adopted by the City Council of said city of the ____ day of _____, 2018.

IN WITNESS WHEREOF, I have hereunto signed my name and affix the official seal of the City of Cedar Falls, Iowa, this _____ day of _____, 2018

Jacqueline Danielson, MMC
City Clerk of Cedar Falls, Iowa



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

INTEROFFICE MEMORANDUM
Administration Division

TO: Mayor Brown & City Council
FROM: Iris Lehmann, Planner I
DATE: May 31, 2018
SUBJECT: CDBG – Emergency Repair Project
 1207 Lantz Avenue – Project No. 2-18-664

Cedar Falls is a recipient of Community Development Block Grant (CDBG) and HOME funds that supports several programs, including housing rehabilitations or housing repairs for income-qualifying residents. This program also encompasses emergency repairs for eligible households. As emergency repairs are \$10,000 or less, by the City’s Purchasing Manual, policy 11.05, we can obtain informal quotes.

A request for an emergency repair, for plumbing and flooring, at 1207 Lantz Ave was received by the City and found eligible. INRCOG went through an informal quote process and reached out to seven contractors. The lowest quotes were selected. Contracts have been drafted with To Jo Construction to address the flooring and Curran Plumbing to address the plumbing in the amounts of \$1,590.00 and \$434.00 respectively, see attached. These contracts need to be approved by the City Council before work on the home can start. Staff recommends City Council enter into the two contracts.

Please contact me with any questions. Thank you.

XC: Stephanie Houk Sheetz, Director
 Karen Howard, Planning & Community Services Manager

REHABILITATION CONTRACT

This Contract made the day hereinafter set forth by and between J e Contreras
hereinafter referred to as the "Owner" and To Jo Construction Inc. reinafter referred to
as the "Contractor."
Contractor Firm Name

WITNESSETH THAT:

WHEREAS, the Owner desires to engage the Contractor to perform certain work on the premises commonly known as 1207 Lantz Avenue, Cedar Falls, Iowa: and

WHEREAS, the said premises are located in the area designated as Project No. 2-18-664 of the Community Development Block Grant Program; and
To be filled in by City

WHEREAS, the Owner desires to utilize all services provided by the City in connection with the said project; and

WHEREAS, insofar as this Contract is concerned, the term "City" shall mean the City of Cedar Falls, Iowa acting through its Community Development Department, 220 Clay Street, Cedar Falls, Iowa 50613.

NOW, THEREFORE, the parties hereto do mutually agrees as follows:

Section 1. Employment of Contractor: The Owner hereby engages the Contractor with the approval of the City to perform the services and supply the materials hereinafter set forth.

Section 2. Scope of Services: The Contractor shall perform all of the services and furnish all the material necessary to make the improvements described in the Contract for the aforesaid premises.

Section 3. Improvements: The improvements to be made and/or constructed by the Contractor are set forth in the Plans and/or Specifications and referred to as Exhibit "A," attached hereto, made a part hereof and incorporated as a part of this Agreement.

Section 4. Subcontracting: The Contractor shall not be required to employ any subcontractor against whom he has a reasonable objection.

The Contractor agrees that he is as fully responsible to the City for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the Owner.

Section 5. Time for Performance: The Contractor shall, upon acceptance of this Bid and submission of evidence of satisfactory insurance coverage, begin work within 14 days after a Notice to Proceed is delivered to the Contractor and shall be satisfactorily completed within 45 calendar days thereafter. Notwithstanding the aforesaid, the Contractor is excused from performance or delay if at any time in the progress of the work by any act of neglect of the Owner or the City or any employee of either, or by any separate Contractor employed by the Owner, or by changes ordered in the work, or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the City, or by any cause which the City shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the City may decide. When the work has been fully completed, approved by the City, and all waivers and releases of liens required by the City are submitted, final payment shall be made to the Contractor by the City.

Section 6. Insurance: The Contractor shall maintain such insurance as will protect him from claims under Workmen's Compensation Acts and other employee benefits acts, from claims for damages to property which may arise both out of and during operations under this contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. Public liability insurance shall be written for not less than \$300,000 one occurrence for injury to persons and not less than \$100,000 for damages to property. The Contractor shall save the Owner harmless from damages arising out of the work set forth therein. Before commencing work, Contractor shall furnish the City with certificates showing that the above insurance is in force. If any such insurance is due to expire during the construction period, the Contractor shall not permit the coverage to lapse and new certificates shall be furnished to the City.

Item G.2.r.

Section 7. Changes in the Work: No modification of this Contract shall be made except in written change order signed by the Contractor and Owner, and approved by the City.

Section 8. Releases of Liens: The Contractor shall submit to the City a release of all mechanics and material liens prior to final payment of the consideration set forth hereafter.

Section 9. Compensation: The City agrees to compensate the Contractor \$1,590.00 for the services and the materials to be provided herein. Total Bid Amount

Section 10. Payment for Completed Work: The Contractor will be paid all but ten percent (10%) of the contract price after the work is satisfactorily completed. This 10% of contract price will be held for thirty (30) days after the date of the final certification of completion. Upon request of the Contractor and with approval of the City, progress payments may be made. Progress payments shall not exceed 90% of the value of the work satisfactorily completed. Payments due the Contractor will be paid within 30 days after the City receives the Contractor's invoice and satisfactory release of liens of claims for liens by subcontractors, laborers, and material suppliers for completed work or installed materials. The above stipulations of Section 12 notwithstanding, the City may, at its discretion, provide advance payments for work that is scheduled to be completed.

Section 11. Provision for the Owner: Owner will permit the Contractor to use at no cost existing utilities such as light, heat, power, and water necessary to the carrying out and completion of the work. Further, Owner will cooperate with the Contractor to facilitate the performance of the work, including the removal and replacement of rugs, covering and furniture as necessary.

Section 12. Occupancy Provision: The premises are to be occupied (unless otherwise notified by the City) during the course of the construction work.

Section 13. Condition of Premises: Contractor agrees to keep the premises clean and orderly during the course of the work and remove all debris at the completion of the work. Materials and equipment that have been removed and replaced as part of the work shall belong to the Contractor unless stated otherwise.

Section 14. Interest of Housing Commission and Local Public Officials. No members of the Housing Commission of the City who exercises any functions or responsibilities, and no member of the City Council of the City of Cedar Falls shall have any interest, direct or indirect, in this contract.

Section 15. Disputes: The City shall make all final decisions on disputes between the Owner and Contractor, or interpretation of contract. If the Owner is dissatisfied with the City decision, the Grievance Procedure may be instituted.

Section 16. Workmanship: The work provided hereunder by the Contractor shall be executed as directed by the plans and specifications and in the most sound, workmanlike and substantial manner, and all materials used in the construction, rehabilitation, renovating, remodeling, and improving shall be new unless otherwise expressly set forth in the specifications.

Section 17. Engineering Surveys and Permits and Fees: The Contractor shall furnish all engineering surveys as required unless otherwise specified. The Contractor shall furnish all permits and licenses for the authorization to execute said work and pay all fees incidental to acquiring same.

Section 18. Inspection of Work: The City shall at all times have access to the work. If the specifications, plans, instructions, laws, ordinances, City Standards, or any public authority requires any work to be specifically inspected, tested or approved, the Contractor shall give the City timely notice of its readiness for inspection. Inspections by the City shall be promptly made. If any work should be covered up without approval or consent of the City, it must, if required by the City, be uncovered for examination at the Contractor's expense. If such work should be found not in accordance with this contract, including incorporated plans and specifications, the Contractor shall pay such costs; provided, however, if the Contractor can show that the defect was not caused by him or his subcontractors, then in that event, the Owner shall pay the cost of remedying such work.

Section 19. Defects after Completion: Any defects that appear within one (1) year from the completion of the work and arise out of the defective or improper materials or workmanship will upon the direction of the City be corrected and made good by the Contractor at his own expense.

Section 20. Approval by City: This Agreement must be approved by the City before it becomes effective.

Section 21. Nonliability of the City: The parties hereto agree to hold the City harmless for any damages concerning the undertaking and carrying out of this Contract.

Section 22. Default: In the case of default by the Contractor, the City may procure the articles of services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

Section 23. Termination: In case the Contractor fails to furnish materials or execute work in accordance with the provisions of this Contract, or fails to proceed with or complete the work within the time limit specified in this Contract, or if the provisions of the Contract are otherwise violated by the Contractor, then in any case, upon ten (10) days' written notice to the contractor, the City shall have the right to declare the Contractor in default in the performance of these obligations under the Contract. Said

notice shall contain the reason for the City's intent to declare Contractor in default. If, within ten (10) days after service of said notice, the violation shall cease or satisfactory arrangements shall be made for its correction, the Contractor, by written notice from the City may be declared in default and his right to proceed under the Contract terminated. In the event the Contractor is thus declared in default, the City will proceed to have the work completed, shall apply the cost of having the work completed any money due the Contractor under the contract, and Contractor shall be responsible for any damages resulting to Owner by reason of default.

Section 24. **Notices:** Notices to be given by Owner or City to Contractor shall be considered given for the purpose of this Agreement if mailed by regular mail to Contractor at his last known business address.

Section 25. **Condition for Validity of Agreement:** This Contract is contingent upon the receipt by the Owner of a Grant or Loan in an amount sufficient to cover the cost of the rehabilitation work described herein. If the Grant or Loan is not approved, this Contract is null and void.

Section 26. **Prohibition Against "Kick-Backs":** The Contractor agrees that he has not and will not give up any part of the compensation to which he is entitled under this contract for the purpose of being awarded the contract; further, the Contractor agrees that he will not induce any person employed by him to give the Contractor any part of any compensation owed the employee for work done pursuant to this contract.

Section 27. Government-Mandated Provisions: APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- (A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- (D) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (E) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- (G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

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- (I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- (K) See §200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

Section 28. Required Contract Provisions for projects utilizing CDBG funds.

- (A) All contracts utilizing CDBG funds must contain a termination clause that specifies the following:
- Under what conditions the clause may be imposed.
 - The form the termination notice must take (e.g., certified letter).
 - The time frame required between the notice of termination and its effective date.
 - The method used to compute the final payment(s) to the contractor.

See Section 23 of this Contract.

- (B) Civil Rights. For all CDBG-funded projects, the Contractor must comply with the following laws and regulations:
- Title VI of the Civil Rights Act of 1964 (P.L. 88-352). States that no person may be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance on the basis of race, color, or national origin.
 - Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended.
 - Iowa Civil Rights Act of 1965. This Act mirrors the Federal Civil Rights Act.
 - Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309). Provides that no person shall be excluded from participation in, denied the benefits of, or subjected to discrimination on the basis of race, color, national origin, sex, age, or handicap under any program or activity funded in part or in whole under Title I of the Act.
 - The Age Discrimination Act of 1975, as amended (42 U.S.C. 1601 et seq.) Provides that no person on the basis of age, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance.
 - Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112, 29 U.S.C. 794). Provides that no otherwise qualified individual shall solely by reason of his/her handicap be excluded from participation in, be denied the benefits of, or be discriminated against under any program or activity receiving Federal financial assistance.
 - Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213). Provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.
 - Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u). The purpose of section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (section 3) is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.
 - Federal Executive Order 11246, as amended by Executive Order 11375. Provides that no one be discriminated in employment.
 - Federal Executive Order 11063, as amended by Executive Order 12259.

- (C) Required Section 3 language for procurement documents for projects utilizing CDBG funds:
- The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
 - The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and

employment positions can see the notice. The notice shall describe the set of minimum number and job titles subject to hire, availability of apprenticeship qualifications for each; and the name and location of the person(s) taking application; and the anticipated date the work shall begin.

ference, shall set forth training positions, the or each of the positions;

iv. The contractor agrees to include this section 3 clause in every subcontract regulations in 24 CFR part 135, and agrees to take appropriate action, as provided the subcontract or in this section 3 clause, upon a finding that the subcontractor is in 24 CFR part 135. The contractor will not subcontract with any subcontractor with or knowledge that the subcontractor has been found in violation of the regulations :

ject to compliance with applicable provision of tion of the regulations re contractor has notice CFR part 135.

v. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

vi. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

vii. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Section 3 Businesses are encouraged to respond to this proposal. A Section 3 business is a business that is:

- 51% owned by Section 3 residents*; or
- Whose permanent, full-time staff is comprised of at least 30% Section 3 residents*; or
- Has committed 25% of the dollar amount of its subcontracts to Section 3 businesses

*A Section 3 resident is defined as a public housing resident or someone with a household income that is less than 80% of the area median income.

Businesses that believe they meet the Section 3 criteria are encouraged to register as a Section 3 Business through HUD's website: <https://portalapps.hud.gov/Sec3BusReg/BRegistry/RegisterBusiness>

(D) Access and Maintenance of Records. For projects utilizing CDBG funds, the contractor must maintain all required records for five years after final payments are made and all other pending matters are closed. At any time during normal business hours and as frequently as is deemed necessary, the contractor shall make available to the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this contract and permit these agencies to audit, examine, make excerpts or transcripts from such records, contract, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this contract.

(E) All contracts utilizing CDBG funds must contain the following certification concerning restriction of lobbying:

"The Recipient certifies, to the best of his or her knowledge and belief, that:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.

iii. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

(F) Notice of Awarding Agency Requirements and Regulations Pertaining to Reporting. For all contracts utilizing CDBG funds, the Contractor must provide information as necessary and as requested by the Iowa Economic Development Authority for the purpose of fulfilling all reporting requirements related to the CDBG program.

(G) In accordance with 2 CFR 200.322, the following shall apply to all proposals and bid documents over \$10,000 for projects utilizing CDBG funds:

Item G.2.r.

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

FEDERAL REGULATIONS PROHIBITING USE OF LEAD-BASED PAINT AND ELIMINATION OF LEAD-BASED PAINT HAZARD

Part I: Prohibition of Lead-Based Paint Usage

A. Definition:

"Lead-based paint" means any paint containing more than one percent (1%) lead by weight (calculated as lead metal) in the total nonvolatile content of liquid paints or in the dried film of paint already applied.

B. Applicable Surfaces:

Applicable surfaces means all interior surfaces and those exterior surfaces, such as stairs, decks, porches, railings, windows, and doors which are readily accessible to children under seven (7) years of age.

Part II: Elimination of Lead-Based Paint Hazard

A. Procedure:

All defective paint conditions shall be assumed to involve lead-based paint and thus to constitute health hazards that must be corrected unless testing shows that lead is not present in the paint at a level above 1.0 percent.

B. Treatment:

Particular care shall be taken to correct conditions of cracking, scaling, peeling and loose paint on walls, ceilings, doors, windows, trim, stairs, railings, cabinets and piping. All such surfaces shall be thoroughly washed, scraped or wire brushed so as to remove all cracking, scaling, peeling and loose paint before repainting. As a minimum, these surfaces must receive two (2) coats of a suitable nonlead-based paint. Where it is infeasible to control or correct the cracking, scaling, peeling or loosening of the lead-based paint and the film integrity of the treated surfaces cannot be maintained, the paint on these surfaces shall be removed or covered with material such as hardboard, plywood, drywall, plaster, or other suitable material.

Part III: Other Provisions

A. Lead Based Paint:

The construction or rehabilitation of residential structures with assistance provided under this Contract is subject to Title IV of the Lead Based Paint Poisoning Prevention Act (42 U.S.C. 4831) as implemented through regulations contained in 24 CFR Part 35, which require that all interior surfaces and doors, which are readily accessible to children under seven years of age, be free of cracking, scaling, peeling, chipping and loose paint or that such surfaces have been either adequately treated or covered to prevent the eating of lead based paint. All surfaces to be treated have been thoroughly washed, sanded, scraped or wire brushed, so as to remove all cracking, scaling, peeling, chipping and loose paint before repainting with, at a minimum, at least two coats of suitable nonlead paint. All surfaces to be covered have had the paint removed or covered with materials such as gypsum wallboard, plywood, drywall, plaster, or other suitable material.

B. Lead Safe Work Practices:

Lead safe work practices are required for all work that disturbs a painted surface on any structure built prior to 1978 that is known or presumed to contain lead-based paint hazards. Line items requiring safe work practices are identified in the project specifications. The CONTRACTOR, or his/her employees or subcontractors, who disturb a painted surface must have received lead safe work practices training and provide a certificate of completion to the City.

C. Clearance Testing.

Any interior work that disturbs a painted surface may require a clearance test be passed after the work is complete and the area cleaned. It is the CONTRACTOR's responsibility to thoroughly clean the area, as described in the lead safe work practices training, so that the clearance test is passed, as determined by an accredited laboratory. The CONTRACTOR is responsible for ensuring that the City is given advance notice of when the area will be prepared for clearance testing. If the clearance test is not passed, it is the contractor's responsibility to thoroughly clean the area again prior to re-testing and to pay for the cost of retesting. The City may choose not to charge the CONTRACTOR for the cost of retesting if The City determines that the test failure was not related to a cleaning issue.

D. Homeowner Temporary Relocation.

OWNERS and other occupants are required to be temporarily relocated during the period in which the interior work that requires lead safe work practices training is being completed. The City will not authorize entry or re-occupancy by the OWNERS until all such work is completed and the clearance testing requirement has been

met. In addition, the OWNER's belongings will be temporarily removed and sealed to prevent contamination from lead-contaminated dust or construction debris during the lead reduction activity. If the OWNERS are unable to move, remove or secure their household items, the CONTRACTOR shall do so, as necessary, at a price to be negotiated between the CONTRACTOR and the City.

Item 2.1

CONTRACTOR

To Jo Construction Inc.
Contractor Firm Name

P.O. Box 2662
Contractor's Address

Waterloo, IA 50704
City, State, Zip


Signature of Contractor

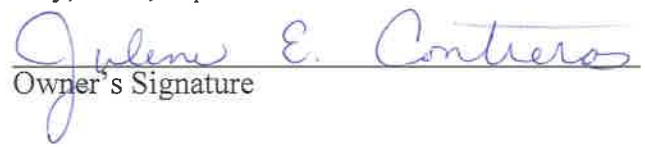
Date of Acceptance

ACCEPTANCE BY OWNER(S)

Julene Contreras
Owner(s) Name

1207 Lantz Avenue
Owner's Address

Cedar Falls, IA 50613
City, State, Zip


Owner's Signature

Owner's Signature
Date of Acceptance

Grant Approved:

James Brown, Mayor

PROCEED ORDER

TO: Contractor Listed Above

FROM: Owner Listed Above

DATE: 5/25/18

You are hereby notified to proceed with the work as listed in this contract within 14 days of the above date.

Signature of Owner(s)


Julene Contreras

REHABILITATION CONTRACT **Item 0.2.s.**

This Contract made the day hereinafter set forth by and between _____, ie Contreras
hereinafter referred to as the "Owner" and Curran Plumbing Inc. hereinafter referred to
as the "Contractor." Contractor Firm Name

WITNESSETH THAT:

WHEREAS, the Owner desires to engage the Contractor to perform certain work on the premises commonly known as 1207 Lantz Avenue, Cedar Falls, Iowa: and

WHEREAS, the said premises are located in the area designated as Project No. 2-18-664 of the Community Development Block Grant Program; and To be filled in by City

WHEREAS, the Owner desires to utilize all services provided by the City in connection with the said project; and

WHEREAS, insofar as this Contract is concerned, the term "City" shall mean the City of Cedar Falls, Iowa acting through its Community Development Department, 220 Clay Street, Cedar Falls, Iowa 50613.

NOW, THEREFORE, the parties hereto do mutually agrees as follows:

Section 1. Employment of Contractor: The Owner hereby engages the Contractor with the approval of the City to perform the services and supply the materials hereinafter set forth.

Section 2. Scope of Services: The Contractor shall perform all of the services and furnish all the material necessary to make the improvements described in the Contract for the aforesaid premises.

Section 3. Improvements: The improvements to be made and/or constructed by the Contractor are set forth in the Plans and/or Specifications and referred to as Exhibit "A," attached hereto, made a part hereof and incorporated as a part of this Agreement.

Section 4. Subcontracting: The Contractor shall not be required to employ any subcontractor against whom he has a reasonable objection.

The Contractor agrees that he is as fully responsible to the City for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the Owner.

Section 5. Time for Performance: The Contractor shall, upon acceptance of this Bid and submission of evidence of satisfactory insurance coverage, begin work within 14 days after a Notice to Proceed is delivered to the Contractor and shall be satisfactorily completed within 45 calendar days thereafter. Notwithstanding the aforesaid, the Contractor is excused from performance or delay if at any time in the progress of the work by any act of neglect of the Owner or the City or any employee of either, or by any separate Contractor employed by the Owner, or by changes ordered in the work, or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the City, or by any cause which the City shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the City may decide. When the work has been fully completed, approved by the City, and all waivers and releases of liens required by the City are submitted, final payment shall be made to the Contractor by the City.

Section 6. Insurance: The Contractor shall maintain such insurance as will protect him from claims under Workmen's Compensation Acts and other employee benefits acts, from claims for damages to property which may arise both out of and during operations under this contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. Public liability insurance shall be written for not less than \$300,000 one occurrence for injury to persons and not less than \$100,000 for damages to property. The Contractor shall save the Owner harmless from damages arising out of the work set forth therein. Before commencing work, Contractor shall furnish the City with certificates showing that the above insurance is in force. If any such insurance is due to expire during the construction period, the Contractor shall not permit the coverage to lapse and new certificates shall be furnished to the City.

Item G.2.s.

Section 7. Changes in the Work: No modification of this Contract shall be made except in written change order signed by the Contractor and Owner, and approved by the City.

Section 8. Releases of Liens: The Contractor shall submit to the City a release of all mechanics and material liens prior to final payment of the consideration set forth hereafter.

Section 9. Compensation: The City agrees to compensate the Contractor \$434.00 for the services and the materials to be provided herein. Total Bid Amount

Section 10. Payment for Completed Work: The Contractor will be paid all but ten percent (10%) of the contract price after the work is satisfactorily completed. This 10% of contract price will be held for thirty (30) days after the date of the final certification of completion. Upon request of the Contractor and with approval of the City, progress payments may be made. Progress payments shall not exceed 90% of the value of the work satisfactorily completed. Payments due the Contractor will be paid within 30 days after the City receives the Contractor's invoice and satisfactory release of liens of claims for liens by subcontractors, laborers, and material suppliers for completed work or installed materials. The above stipulations of Section 12 notwithstanding, the City may, at its discretion, provide advance payments for work that is scheduled to be completed.

Section 11. Provision for the Owner: Owner will permit the Contractor to use at no cost existing utilities such as light, heat, power, and water necessary to the carrying out and completion of the work. Further, Owner will cooperate with the Contractor to facilitate the performance of the work, including the removal and replacement of rugs, covering and furniture as necessary.

Section 12. Occupancy Provision: The premises are to be occupied (unless otherwise notified by the City) during the course of the construction work.

Section 13. Condition of Premises: Contractor agrees to keep the premises clean and orderly during the course of the work and remove all debris at the completion of the work. Materials and equipment that have been removed and replaced as part of the work shall belong to the Contractor unless stated otherwise.

Section 14. Interest of Housing Commission and Local Public Officials. No members of the Housing Commission of the City who exercises any functions or responsibilities, and no member of the City Council of the City of Cedar Falls shall have any interest, direct or indirect, in this contract.

Section 15. Disputes: The City shall make all final decisions on disputes between the Owner and Contractor, or interpretation of contract. If the Owner is dissatisfied with the City decision, the Grievance Procedure may be instituted.

Section 16. Workmanship: The work provided hereunder by the Contractor shall be executed as directed by the plans and specifications and in the most sound, workmanlike and substantial manner, and all materials used in the construction, rehabilitation, renovating, remodeling, and improving shall be new unless otherwise expressly set forth in the specifications.

Section 17. Engineering Surveys and Permits and Fees: The Contractor shall furnish all engineering surveys as required unless otherwise specified. The Contractor shall furnish all permits and licenses for the authorization to execute said work and pay all fees incidental to acquiring same.

Section 18. Inspection of Work: The City shall at all times have access to the work. If the specifications, plans, instructions, laws, ordinances, City Standards, or any public authority requires any work to be specifically inspected, tested or approved, the Contractor shall give the City timely notice of its readiness for inspection. Inspections by the City shall be promptly made. If any work should be covered up without approval or consent of the City, it must, if required by the City, be uncovered for examination at the Contractor's expense. If such work should be found not in accordance with this contract, including incorporated plans and specifications, the Contractor shall pay such costs; provided, however, if the Contractor can show that the defect was not caused by him or his subcontractors, then in that event, the Owner shall pay the cost of remedying such work.

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notice shall contain the reason for the City's intent to declare the Contractor in default. If, within ten (10) days after service of said notice, the violation shall cease or satisfactory arrangements shall be made for its correction, the Contractor, by written notice from the City may be declared to be in default, the work completed any le for any damages proceed under the Contract terminated. In the event the Contractor is thus declared to be in default, the work completed any le for any damages City will proceed to have the work completed, shall apply the cost of having money due the Contractor under the contract, and Contractor shall be responsible for any damages resulting to Owner by reason of default.

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Section 26. Prohibition Against "Kick-Backs": The Contractor agrees that he has not and will not give up any part of the compensation to which he is entitled under this contract for the purpose of being awarded the contract; further, the Contractor agrees that he will not induce any person employed by him to give the Contractor any part of any compensation owed the employee for work done pursuant to this contract.

Section 27. Government-Mandated Provisions: APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- (A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- (D) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (E) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- (G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

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- (I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- (K) See §200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

Section 28. Required Contract Provisions for projects utilizing CDBG funds.

- (A) All contracts utilizing CDBG funds must contain a termination clause that specifies the following:
- Under what conditions the clause may be imposed.
 - The form the termination notice must take (e.g., certified letter).
 - The time frame required between the notice of termination and its effective date.
 - The method used to compute the final payment(s) to the contractor.

See Section 23 of this Contract.

- (B) Civil Rights. For all CDBG-funded projects, the Contractor must comply with the following laws and regulations:
- Title VI of the Civil Rights Act of 1964 (P.L. 88-352). States that no person may be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance on the basis of race, color, or national origin.
 - Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended.
 - Iowa Civil Rights Act of 1965. This Act mirrors the Federal Civil Rights Act.
 - Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309). Provides that no person shall be excluded from participation in, denied the benefits of, or subjected to discrimination on the basis of race, color, national origin, sex, age, or handicap under any program or activity funded in part or in whole under Title I of the Act.
 - The Age Discrimination Act of 1975, as amended (42 U.S.C. 1601 et seq.) Provides that no person on the basis of age, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance.
 - Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112, 29 U.S.C. 794). Provides that no otherwise qualified individual shall solely by reason of his/her handicap be excluded from participation in, be denied the benefits of, or be discriminated against under any program or activity receiving Federal financial assistance.
 - Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213). Provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.
 - Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u). The purpose of section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (section 3) is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.
 - Federal Executive Order 11246, as amended by Executive Order 11375. Provides that no one be discriminated in employment.
 - Federal Executive Order 11063, as amended by Executive Order 12259.
- (C) Required Section 3 language for procurement documents for projects utilizing CDBG funds:
- i. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - ii. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
 - iii. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places : -466- site where both employees and applicants for training and

employment positions can see the notice. The notice shall set forth the minimum number and job titles subject to hire, availability of apprenticeship qualifications for each; and the name and location of the person(s) taking application and the anticipated date the work shall begin. Item 6.2.9 preference, shall set forth training positions, the for each of the positions;

iv. The contractor agrees to include this section 3 clause in every subcontract regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in the subcontract or in this section 3 clause, upon a finding that the subcontractor is in 24 CFR part 135. The contractor will not subcontract with any subcontractor or knowledge that the subcontractor has been found in violation of the regulations subject to compliance with applicable provision of violation of the regulations the contractor has notice CFR part 135.

v. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

vi. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

vii. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Section 3 Businesses are encouraged to respond to this proposal. A Section 3 business is a business that is:

- 51% owned by Section 3 residents*; or
- Whose permanent, full-time staff is comprised of at least 30% Section 3 residents*; or
- Has committed 25% of the dollar amount of its subcontracts to Section 3 businesses

*A Section 3 resident is defined as a public housing resident or someone with a household income that is less than 80% of the area median income.

Businesses that believe they meet the Section 3 criteria are encouraged to register as a Section 3 Business through HUD's website: <https://portalapps.hud.gov/Sec3BusReg/BRegistry/RegisterBusiness>

(D) Access and Maintenance of Records. For projects utilizing CDBG funds, the contractor must maintain all required records for five years after final payments are made and all other pending matters are closed. At any time during normal business hours and as frequently as is deemed necessary, the contractor shall make available to the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this contract and permit these agencies to audit, examine, make excerpts or transcripts from such records, contract, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this contract.

(E) All contracts utilizing CDBG funds must contain the following certification concerning restriction of lobbying:

"The Recipient certifies, to the best of his or her knowledge and belief, that:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.

iii. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

(F) Notice of Awarding Agency Requirements and Regulations Pertaining to Reporting. For all contracts utilizing CDBG funds, the Contractor must provide information as necessary and as requested by the Iowa Economic Development Authority for the purpose of fulfilling all reporting requirements related to the CDBG program.

(G) In accordance with 2 CFR 200.322, the following shall apply to all proposals and bid documents over \$10,000 for projects utilizing CDBG funds:

Item G.2.s.

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

FEDERAL REGULATIONS PROHIBITING USE OF LEAD-BASED PAINT AND ELIMINATION OF LEAD-BASED PAINT HAZARD

Part I: Prohibition of Lead-Based Paint Usage

A. Definition:

"Lead-based paint" means any paint containing more than one percent (1%) lead by weight (calculated as lead metal) in the total nonvolatile content of liquid paints or in the dried film of paint already applied.

B. Applicable Surfaces:

Applicable surfaces means all interior surfaces and those exterior surfaces, such as stairs, decks, porches, railings, windows, and doors which are readily accessible to children under seven (7) years of age.

Part II: Elimination of Lead-Based Paint Hazard

A. Procedure:

All defective paint conditions shall be assumed to involve lead-based paint and thus to constitute health hazards that must be corrected unless testing shows that lead is not present in the paint at a level above 1.0 percent.

B. Treatment:

Particular care shall be taken to correct conditions of cracking, scaling, peeling and loose paint on walls, ceilings, doors, windows, trim, stairs, railings, cabinets and piping. All such surfaces shall be thoroughly washed, scraped or wire brushed so as to remove all cracking, scaling, peeling and loose paint before repainting. As a minimum, these surfaces must receive two (2) coats of a suitable nonlead-based paint. Where it is infeasible to control or correct the cracking, scaling, peeling or loosening of the lead-based paint and the film integrity of the treated surfaces cannot be maintained, the paint on these surfaces shall be removed or covered with material such as hardboard, plywood, drywall, plaster, or other suitable material.

Part III: Other Provisions

A. Lead Based Paint:

The construction or rehabilitation of residential structures with assistance provided under this Contract is subject to Title IV of the Lead Based Paint Poisoning Prevention Act (42 U.S.C. 4831) as implemented through regulations contained in 24 CFR Part 35, which require that all interior surfaces and doors, which are readily accessible to children under seven years of age, be free of cracking, scaling, peeling, chipping and loose paint or that such surfaces have been either adequately treated or covered to prevent the eating of lead based paint. All surfaces to be treated have been thoroughly washed, sanded, scraped or wire brushed, so as to remove all cracking, scaling, peeling, chipping and loose paint before repainting with, at a minimum, at least two coats of suitable nonlead-based paint. All surfaces to be covered have had the paint removed or covered with materials such as gypsum wallboard, plywood, drywall, plaster, or other suitable material.

B. Lead Safe Work Practices:

Lead safe work practices are required for all work that disturbs a painted surface on any structure built prior to 1978 that is known or presumed to contain lead-based paint hazards. Line items requiring safe work practices are identified in the project specifications. The CONTRACTOR, or his/her employees or subcontractors, who disturb a painted surface must have received lead safe work practices training and provide a certificate of completion to the City.

C. Clearance Testing.

Any interior work that disturbs a painted surface may require a clearance test be passed after the work is complete and the area cleaned. It is the CONTRACTOR's responsibility to thoroughly clean the area, as described in the lead safe work practices training, so that the clearance test is passed, as determined by an accredited laboratory. The CONTRACTOR is responsible for ensuring that the City is given advance notice of when the area will be prepared for clearance testing. If the clearance test is not passed, it is the contractor's responsibility to thoroughly clean the area again prior to re-testing and to pay for the cost of retesting. The City may choose not to charge the CONTRACTOR for the cost of retesting if The City determines that the test failure was not related to a cleaning issue.

D. Homeowner Temporary Relocation.

OWNERS and other occupants are required to be temporarily relocated during the period in which the interior work that requires lead safe work practices training is being completed. The City will not authorize entry or re-occupancy by the OWNERS until all such work is completed and the clearance testing requirement has been

met. In addition, the OWNER's belongings will be temporarily removed and sealed to prevent contamination from lead-contaminated dust or construction debris during the lead reduction activity. If the OWNERS are unable to move, remove or secure their household items, the CONTRACTOR shall do so, as necessary, at a price to be negotiated between the CONTRACTOR and the City.

Item 2.1.1

CONTRACTOR

Curran Plumbing Inc.
Contractor Firm Name

314 Columbia Circle
Contractor's Address

Waterloo, IA 50701
City, State, Zip

Rodney Z Curran
Signature of Contractor

Date of Acceptance

ACCEPTANCE BY OWNER(S)

Julene Contreras
Owner(s) Name

1207 Lantz Avenue
Owner's Address

Cedar Falls, IA 50613
City, State, Zip

Owner's Signature

Julene E Contreras
Owner's Signature
Date of Acceptance

Grant Approved:

James Brown, Mayor

PROCEED ORDER

TO: Contractor Listed Above

FROM: Owner Listed Above

DATE: 5/25/18

You are hereby notified to proceed with the work as listed in this contract within 14 days of the above date.

Signature of Owner(s)

Julene E Contreras
Julene Contreras



DEPARTMENT OF DEVELOPMENTAL SERVICES

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

Community & Economic Development

Phone: 319-273-8606

Fax: 319-273-8610

MEMORANDUM

TO: Honorable Mayor Brown & City Council

FROM: Iris Lehmann, Planner I

DATE: May 29, 2018

RE: FY 2018-2019 Annual Action Plan for the Community Development Block Grant and HOME Program Funding
Request to Set Date of Public Hearing

The Department of Planning and Community Services is in the process preparing its Annual Action Plan for the period of FY 2018-2019. An Annual Action Plan is a detailed document establishing the goals, objectives, priority housing needs, project descriptions, and other pertinent information for the upcoming CDBG Program Year. With this plan the City of Cedar Falls will be eligible to apply for FY 2018-2019 Community Development Block Grant funds (CDGB) from the U.S. Department of Housing (HUD) in the amount of \$248,026. The City will also receive HOME Investment Partnership funds in the approximate amount of \$48,000 in accordance with the Consortium with Waterloo. The proposed FY2018-2019 CDBG annual allocation is comparable to previous grants received. All projected activities have been recognized as acceptable block grant activities, primarily providing benefit to low and moderate income citizens (one of the three HUD national program requirements).

In its Annual Action Plan Cedar Falls seeks to:

- Provide additional affordable housing to address the growing gap between housing costs and local incomes, which leads to rising rates and overcrowding, overpayment, and substandard housing conditions for the area lowest income residents,
- Improve community services, particularly in low income areas and provide a network of shelter, housing, and support services to prevent homelessness, moving the homeless to permanent housing and independence, and eliminating chronic homelessness are community objectives,
- Promote economic development, create jobs, and increase the job skills of potential employees, and
- Support services that increase the ability of seniors, persons with disabilities, and others with special needs to live independently and avoid institutions are supported by the City.

Item G.2.t.

Cedar Falls is committed to allocating funds that serve the needs of the lowest income and most disadvantaged residents. Households with incomes less than 50% of the area median income, particularly those with extremely low incomes are particular priorities. The city has also identified special needs individuals as among those who face the greatest challenges and who should receive high priority in the expenditure of federal funds, including at-risk children and youth, low-income families, the homeless and persons threatened with homelessness, the elderly, and persons with disabilities.

The Housing Commission held a public meeting for the consideration of the FY 2018-2019 Annual Action Plan on May 8th, 2018. There were no public comments. After discussion, the Housing Commission unanimously agreed to recommend approval of the FY 2018-2019 Annual Action Plan and to forward the Plan to City Council. Following HUD protocol a 30-day comment period was opened after the Housing Commission's recommendation of approval. Written comments will continue to be collected by the Community Development Department until June 18th, 2018. No comments have been submitted at this time.

In further accordance with HUD requirements, a public hearing at City Council is required as part of the approval of an Annual Action Plan. To meet the requirement, Staff recommends that the City Council set a public hearing on Monday, June 18th, 2018 and that the FY 2018-2019 Annual Action Plan be approved, subject to noting any public comments received or as amended by City Council. The FY 2018-2019 Annual Action Plan is available for review at the City Clerk's office.

If you have any questions regarding this matter, please feel free to contact me.

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