



AGENDA
CITY OF CEDAR FALLS, IOWA
REGULAR MEETING, CITY COUNCIL
MONDAY, MAY 7, 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 April 16, 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 Center Street Recreational Trail Project.
 - a. Receive and file proof of publication of notice of hearing. (Notice published April 20, 2018)
 - b. Written objections filed with the City Clerk.
 - c. Oral comments.
 - 2. Resolution approving and adopting the plans, specifications, form of contract & estimate of cost for the Center Street Recreational Trail Project.
 - 3. Public hearing on a proposed Agreement for Private Development and conveyance of certain city-owned real estate to CRMS, L.L.C.
 - a. Receive and file proof of publication of notice of hearing. (Notice published April 20, 2018)
 - b. Written objections filed with the City Clerk.
 - c. Oral comments.
 - 4. Resolution approving and authorizing execution of an Agreement for Private Development and a Minimum Assessment Agreement with CRMS, L.L.C., and approving and authorizing execution of a Quit Claim Deed conveying title to certain real estate to CRMS, L.L.C.
 - 5. Public hearing on a proposed Agreement for Private Development and conveyance of certain city-owned real estate to FN Investors, L.L.C.
 - a. Receive and file proof of publication of notice of hearing. (Notice published April 20, 2018)
 - b. Written objections filed with the City Clerk.
 - c. Oral comments.

6. Resolution approving and authorizing execution of an Agreement for Private Development and a Minimum Assessment Agreement with FN Investors, L.L.C., and approving and authorizing execution of a Quit Claim Deed conveying title to certain real estate to FN Investors, L.L.C.
7. Public hearing on a proposed Agreement for Private Development and conveyance of certain city-owned real estate to Schuerman Construction, Inc.
 - a. Receive and file proof of publication of notice of hearing. (Notice published April 20, 2018)
 - b. Written objections filed with the City Clerk.
 - c. Oral comments.
8. Resolution approving and authorizing execution of an Agreement for Private Development and a Minimum Assessment Agreement with Schuerman Construction, Inc., and approving and authorizing execution of a Quit Claim Deed conveying title to certain real estate to Schuerman Construction, Inc.
9. Public hearing on the proposed Amendment No. 4 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan.
 - a. Receive and file proof of publication of notice of hearing. (Notice published April 26, 2018)
 - b. Written objections filed with the City Clerk.
 - c. Oral comments.
10. Resolution 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 Amendment No. 4 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan.
11. Pass an ordinance 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 first consideration.
12. Public hearing on a proposed plan for the proposed South Cedar Falls Urban Renewal Area.
 - a. Receive and file proof of publication of notice of hearing. (Notice published April 26, 2018)
 - b. Written objections filed with the City Clerk.
 - c. Oral comments.
13. Resolution 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.

14. Pass 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, upon its first consideration.
15. Public hearing on proposed amendments to the City's FY18 Budget.
 - a. Receive and file proof of publication of notice of hearing. (Notice published April 20, 2018)
 - b. Written objections filed with the City Clerk.
 - c. Oral comments.
16. Resolution approving and adopting amendments to the City's FY18 Budget.
17. Public hearing on the proposed issuance of not to exceed \$5,800,000.00 General Obligation Bonds (for Essential Corporate Purposes).
 - a. Receive and file proof of publication of notice of hearing. (Notice published April 20, 2018)
 - b. Written objections filed with the City Clerk.
 - c. Oral comments.
18. Resolution instituting proceedings to take additional action for the issuance of not to exceed \$5,800,000.00 General Obligation Bonds (for Essential Corporate Purposes).
19. Public hearing on the proposed issuance of not to exceed \$550,000.00 General Obligation Bonds (for a General Corporate Purpose).
 - a. Receive and file proof of publication of notice of hearing. (Notice published April 20, 2018)
 - b. Written objections filed with the City Clerk.
 - c. Oral comments.
20. Resolution instituting proceedings to take additional action for the issuance of not to exceed \$550,000.00 General Obligation Bonds (for a General Corporate Purpose).
21. Public hearing on the proposed issuance of not to exceed \$350,000.00 General Obligation Bonds (for General Corporate Purposes).
 - a. Receive and file proof of publication of notice of hearing. (Notice published April 20, 2018)
 - b. Written objections filed with the City Clerk.
 - c. Oral comments.
22. Resolution instituting proceedings to take additional action for the issuance of not to exceed \$350,000.00 General Obligation Bonds (for General Corporate Purposes).

F. Old Business:

1. Pass Ordinance #2922, amending Chapter 29, Zoning, of the Code of Ordinances relative to removal of familial terminology to be in conformance with the Code of Iowa, upon its third & final 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 Jacob Madden as Student Liaison, term ending 04/30/2019.
 - b. Receive and file the Committee of the Whole minutes of April 16, 2018 relative to the following items:
 - (1) Sewer Rate Study.
 - (2) Stormwater Rate Study.
 - (3) Highway 58/Viking Road Update.
 - (4) Bills & Payroll.
 - c. Receive and file the City Council Work Session minutes of April 30, 2018.
 - d. Receive and file the City Council Goal Setting Report of November 13, 2017 and November 15, 2017, and Organizational Effectiveness Report of March 26, 2018.
 - e. Receive and file Departmental Monthly Reports of March 2018.
 - f. Receive and file the Bi-Annual Report of College Hill Partnership relative to FY18 Self-Supported Municipal Improvement District (SSMID) Funds and an FY18 Economic Development Grant.
 - g. Receive and file the FY18 Report of Mill Race Center for Entrepreneurship and Innovation relative to an FY18 Economic Development Grant.
 - h. Receive and file the bids received for the 2018 Permeable Alley Project.
 - i. Receive and file the bids received for the Campus Street Box Culvert Project.
 - j. Approve a request for a temporary variance from Section 7-415 of the Code of Ordinances, Moving of certain buildings prohibited; safety of route, to allow a building exceeding 34 feet to be moved from 10 East Main Street to 310 East 4th Street.
 - k. Approve a request for temporary signs for the College Hill Arts Festival, June 12-17, 2018.
 - l. Approve the following applications for cigarette/tobacco/nicotine/vapor permits:
 - (1) Fareway Stores, 214 North Magnolia Drive.
 - (2) Happy's Wine & Spirits, 5925 University Avenue.
 - (3) Hy-Vee Food Store, 6301 University Avenue.
 - (4) Hy-Vee Gas, 6527 University Avenue.
 - (5) King Star, 2228 Lincoln Street.
 - (6) Metro Mart, 103 Franklin Street.
 - (7) Music Station, 1420 West 1st Street.
 - (8) Prime Mart, 2323 Main Street.
 - (9) The Landmark, 107 Main Street.
 - (10) Wal-Mart, 525 Brandilynn Boulevard.

- m. Approve the following applications for beer permits and liquor licenses:
 - (1) Tobacco Outlet Plus, 4116 University Avenue, Class C beer - renewal.
 - (2) Hy-Vee Clubroom, 6301 University Avenue, Special Class C liquor - renewal.
 - (3) Berk's Main Street Pub, 207 Main Street, Class C liquor - renewal.
 - (4) Suds & Suds Circle Pizza, 2223 1/2 College Street, Class C liquor & outdoor service - renewal.
 - (5) Sturgis Falls Celebration, Island Park Beach House, Class B beer & outdoor service - 5-day permit.
 - (6) Sturgis Falls Celebration, Gateway Park, Special Class C liquor & outdoor service - 5-day permit.

- 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 approving and adopting the FY19 City Council Goals & Objectives.
 - b. Resolution approving and authorizing execution of a Notice of Termination and a 28E Agreement for Cooperative Operation of the Island Park Beach House with the North Shore Boat Club.
 - c. Resolution approving and authorizing an Agreement for Beverage and Vending Services with Atlantic Bottling Company relative to providing beverages at recreational facilities.
 - d. Resolution approving and authorizing the purchase of a wide area mower from Deike Implement.
 - e. Resolution approving and authorizing execution of a Contract with Laser Line Striping relative to 2018 pavement marking services.
 - f. Resolution approving and authorizing expenditure of funds for repair and replacement of the influent pump station electrical system at the Water Reclamation Facility.
 - g. Resolution approving the Certificate of Completion and accepting the work of Municipal Pipe Tool Company, LLC for the 2016 Sanitary Sewer Rehabilitation Project.
 - h. Resolution approving and authorizing execution of two Easement Contracts, and approving and accepting two Permanent Easements and three Temporary Easements, in conjunction with the Campus Street Box Culvert Project.
 - i. Resolution approving and accepting nineteen Warranty Deeds and nineteen Temporary Easements, in conjunction with the Center Street Recreational Trail Project.
 - j. Resolution approving and authorizing execution and delivery of Quit Claim Deeds conveying title to certain vacated right-of-way to Geisler Rentals, LLC and Aaron & Jolene Carolan, in conjunction with completion of the Dry Run Creek Watershed Improvement Project.
 - k. Resolution approving and accepting a Permanent Utility Easement, in conjunction with the Highway 58 & Viking Road Project.
 - l. Resolution approving the Certificate of Completion and accepting the work of Mike Dolan Concrete & Masonry, Inc. for the 2015 Public Sidewalk Repair, Pedestrian Ramp and Patching Project.
 - m. Resolution approving and accepting completion of public improvements in Wild Horse Third

Addition.

- n. Resolution approving and authorizing execution of Supplemental Agreement No. 6 with AECOM Technical Services, Inc. relative to the Downtown Levee Improvements Project.
 - o. Resolution approving and authorizing execution of a Maintenance and Repair Agreement with Hawkeye Hotels, Inc. relative to a post-construction stormwater management plan for property located at the northwest intersection of South Main Street and West 1st Street.
 - p. Resolution approving and authorizing execution of a Maintenance and Repair Agreement with Buckeye Corrugated, Inc. relative to a post-construction stormwater management plan for 2900 Capital Way.
 - q. Resolution approving and accepting the low bid of Benton's Sand & Gravel, Inc., in the amount of \$67,418.73, for the 2018 Permeable Alley Project.
 - r. Resolution approving and accepting the low bid of Peterson Contractors, Inc., in the amount of \$317,558.60, for the Campus Street Box Culvert Project.
 - s. Resolution approving and authorizing execution of a Professional Service Agreement with Snyder & Associates, Inc. relative to the Greenhill Road Traffic Study.
 - t. Resolution approving and authorizing execution of a lease with Community Main Street Inc. relative to relocating an office building for Community Main Street.
 - u. Resolution approving a College Hill Neighborhood Overlay Zoning District site plan for a detached garage and driveway improvements at 1926 Tremont Street.
 - v. Resolution approving the preliminary plat of River Place 4th Addition.
 - w. Resolution approving the final plat of River Place 4th Addition.
 - x. Resolution approving an amendment to the Central Business District Overlay Zoning District site plan relative to an MU2 development in the 100 block of East 2nd Street.
 - y. Resolution approving and authorizing submission of a High Quality Jobs Program Business Financial Assistance Application to the Iowa Economic Development Authority on behalf of Baird Mounting Systems/Threads.
- 3. Pass an ordinance amending Chapter 27, Utilities, of the Code of Ordinances, relative to sanitary sewer rates, upon its first consideration.
 - 4. Pass an ordinance amending Chapter 27, Utilities, of the Code of Ordinances, relative to storm water management rates, upon its first consideration.
- H. Allow Bills and Payroll.
 - I. City Council Referrals.
 - J. City Council Updates.
 - K. Executive Session to discuss Property Acquisition per Iowa Code Section 21.5(1)(j) to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property, following Public Forum.

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

**CITY HALL
CEDAR FALLS, IOWA, APRIL 16, 2018
REGULAR MEETING, CITY COUNCIL
MAYOR JAMES P. BROWN PRESIDING**

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

- 51823 - It was moved by Wieland and seconded by Darrah that the minutes of the Regular Meeting of April 2, 2018 be approved as presented and ordered of record. Motion carried unanimously.

Mayor Brown read a proclamation declaring May 2018 as Bike Month; May 9, 2018 as Bike to School Day; May 14-18, 2018 as Bike to Work Week; May 16, 2018 as Ride of Silence Day; and May 18, 2018 as Bike to Work Day. Bicycle and Pedestrian Advisory Committee Chair Roger White commented and announced the Annual Trails Cleanup on Saturday, April 21, 2018.

Mayor Brown read a proclamation declaring April 17, 2018 as St. Patrick Catholic School Celebration Day in honor of its designation as a *Leader in Me* Lighthouse School and St. Patrick students Gianna and Molly commented.

Mayor Brown read a proclamation declaring April 23-27, 2018 as Administrative Professionals' Week and April 25, 2018 as Administrative Professionals' Day.

The Mayor then recognized the Cedar Falls Tigers High School Girls Volleyball State Champions and their Coach Matt Johnson, Boys Varsity Basketball State Champions and their Coach Brian Schulz, Swim Team State Champions and retiring Coach/Athletic Director Gary Koenig being named Iowa Athletic Director of the Year.

- 51824 - Mayor Brown announced that in accordance with the public notice of April 6, 2018, this was the time and place for a public hearing on proposed plans, specifications, form of contract & estimate of cost for the 2018 Permeable Alley Project. It was then moved by Wieland and seconded by Miller that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 51825 - The Mayor then asked if there were any written objections filed to the proposed plans, etc. Upon being advised that there were no written objections on file, the Mayor then called for oral comments. City Engineer Resler commented briefly on the project. There being no one else present wishing to speak either for or against the proposed plans, etc., the Mayor declared the hearing closed and passed to the next order of business.
- 51826 - It was moved by Blanford and seconded by Miller that Resolution #21,052, approving and adopting the plans, specifications, form of contract & estimate of cost for the 2018 Permeable Alley 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,

Item C.

- 2 -

Darrah, Wieland, Green. Nay: None. Motion carried. The Mayor then declared Resolution #21,052 duly passed and adopted.

- 51827 - Mayor Brown announced that in accordance with the public notice of April 6, 2018, this was the time and place for a public hearing on the proposed plans, specifications, form of contract & estimate of cost for the Campus Street Box Culvert Project. It was then moved by Darrah and seconded by Blanford that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 51828 - The Mayor then asked if there were any written objections filed to the proposed plans, etc. Upon being advised that there were no written objections on file, the Mayor then called for oral comments. City Engineer Resler commented briefly on the project. There being no one else present wishing to speak either for or against the proposed plans, etc., the Mayor declared the hearing closed and passed to the next order of business.
- 51829 - It was moved by Green and seconded by Blanford that Resolution #21,053, approving and adopting the plans, specifications, form of contract & estimate of cost for the Campus Street Box Culvert 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 #21,053 duly passed and adopted.
- 51830 - Mayor Brown announced that in accordance with the public notice of April 6, 2018, this was the time and place for a public hearing on a proposed vacation and dedication of utility easements on Lots 33 & 34 of Pinnacle Prairie Business Center North. It was then moved by Miller and seconded by Darrah that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 51831 - The Mayor then asked if there were any written objections filed to the proposed vacation and dedication. Upon being advised that there were no written objections on file, the Mayor then called for oral comments. City Planner III Sturch commented briefly on the proposal. There being no one else present wishing to speak either for or against the proposed vacation and dedication, the Mayor declared the hearing closed and passed to the next order of business.
- 51832 - It was moved by Miller and seconded by Blanford that Resolution #21,054, approving and authorizing vacation and dedication of utility easements on Lots 33 & 34 of Pinnacle Prairie Business Center North, 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 #21,054 duly passed and adopted.
- 51833 - It was moved by Wieland and seconded by Blanford that Ordinance #2921, amending Chapter 7, Buildings and Building Regulations, of the Code of Ordinances relative to the adoption by reference of the 2017 Edition of the National Electrical

Code and certain amendments thereto, be passed upon its third and final consideration. 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 Ordinance #2921 duly passed and adopted.

51834 - It was moved by Green and seconded by deBuhr that Ordinance #2922, amending Chapter 29, Zoning, of the Code of Ordinances relative to removal of familial terminology to be in conformance with the Code of Iowa, be passed upon its second consideration. Following a question by Councilmember Kruse and response by Community Development Director Sheetz, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Darrah, Wieland, Green. Nay: Kruse, Blanford. Motion carried.

51835 - It was moved by Wieland and seconded by Darrah 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) Dan Berregaard, Board of Rental Housing Appeals, term ending 05/01/2022.
- (2) Kim Kranz, Board of Rental Housing Appeals, term ending 05/01/2022.
- (3) Brian Bowman, Parks & Recreation Commission, term ending 06/30/2021.

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

Receive and file the Bi-Annual Report of Community Main Street relative to FY18 Self-Supported Municipal Improvement District (SSMID) Funds & an FY18 Economic Development Grant.

Receive and file the plans, specifications, form of contract & estimate of cost for the Center Street Recreational Trail Project.

Approve the following sign related requests:

- (1) Waterloo-Cedar Falls Annual Coin Show, temporary signs, April 23-29, 2018.
- (2) Walk for Wishes, temporary sign, April 25-28, 2018.

Approve a request for street closures for the Iowa Shrine Bowl Parade on July 21, 2018.

Approve the following applications for beer permits and liquor licenses:

- (1) Godfather's Pizza, 1621 West 1st Street, Class B beer - renewal.
- (2) ZSAVOOZ, 206 Brandilynn Boulevard, Class C liquor & outdoor service renewal.
- (3) CVS/Pharmacy, 2302 West 1st Street, Class E liquor - renewal.
- (4) Prime Mart, 2728 Center Street, Class E liquor - renewal.
- (5) Walgreens, 2509 Whitetail Drive, Class E liquor - renewal.
- (6) Second State Brewing Company, 203 State Street, Class B beer & outdoor service - sidewalk café.
- (7) Chad's Pizza & Restaurant, Birdsall Park Softball Complex, Class B beer & outdoor service - 6-month permit.

Item C.

- 4 -

Motion carried unanimously.

51836 - It was moved by Darrah and seconded by Wieland that the following resolutions be introduced and adopted:

Resolution #21,055, approving and adopting amendments to Administrative Policy No. 7, City Council Meeting Procedures.

Resolution #21,056, approving and authorizing execution of an Engagement Agreement with Ahlers and Cooney, P.C. for services relating to bond sales.

Resolution #21,057, approving and authorizing execution of Amendment No. 1 to Memorandum of Understanding with the Iowa Department of Transportation relative to parking citation processing.

Resolution #21,058, approving and authorizing execution of an Easement Agreement, in conjunction with a sidewalk café at 203 State Street.

Resolution #21,059, approving and authorizing execution of a First Amendment to Exclusive Concession Agreement with Alex Funke, dba Chad's Pizza and Restaurant, relative to a concession agreement for Birdsall Park.

Resolution #21,060, approving and authorizing execution of a Service Agreement with Farmers State Bank relative to drawdowns of Community Development Block Grant (CDBG) funds.

Resolution #21,061, waiving all building and zoning permit fees for temporary residential handicap ramps constructed by the Black Hawk County Commission of Veteran Affairs.

Resolution #21,062, approving and authorizing execution of a Standard Form of Agreement with I & S Group, Inc. for architectural services relative to the Co-Lab Library Project.

Resolution #21,063, approving and authorizing execution of six Agreements for Professional Services relative to use of Community Development Block Grant (CDBG) funds, in conjunction with the FY17-18 Annual Action Plan.

Resolution #21,064, approving and authorizing execution of an Informal Project Contract for Demolition with Lehman Trucking & Excavating, Inc., in conjunction with a nuisance abatement at 216 Iowa Street.

Resolution #21,065, setting May 7, 2018 as the date of public hearing on the proposed plans, specifications, form of contract & estimate of cost for the Center Street Recreational Trail Project.

Resolution #21,066, setting May 7, 2018 as the date of public hearing to consider entering into a proposed Agreement for Private Development and to consider

conveyance of certain city-owned real estate to CRMS, L.L.C.

Resolution #21,067, setting May 7, 2018 as the date of public hearing to consider entering into a proposed Agreement for Private Development and to consider conveyance of certain city-owned real estate to FN Investors, L.L.C.

Resolution #21,068, setting May 7, 2018 as the date of public hearing to consider entering into a proposed Agreement for Private Development and to consider conveyance of certain city-owned real estate to Schuerman Construction, 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 #21,055 through #21,068 duly passed and adopted.

51837 - It was moved by Darrah and seconded by Green that Resolution #21,069, approving and authorizing execution of a Memorandum of Understanding with the Iowa Northland Regional Council of Governments (INRCOG) relative to updating the 1973 Area Wide Sanitary Sewer Study with a Regionalization of Wastewater Feasibility Study, be adopted. Following a comment by Mayor Brown announcing that the Black Hawk County Gaming Association awarded \$30,000 to each city towards funding the study, the Mayor then put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion Carried. The Mayor then declared Resolution #21,069 duly passed and adopted.

51838 - It was moved by Wieland and seconded by Darrah that Resolution #21,070, approving an amendment to the Greenhill Village Master Plan relative to construction of townhomes in the vicinity of Greenhill Road and Hudson Road, be adopted. Following a question by Councilmember deBuhr and response by Community Development Director Sheetz, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion Carried. The Mayor then declared Resolution #21,070 duly passed and adopted.

51839 - It was moved by Darrah and seconded by Green that Resolution #21,071, setting May 7, 2018 as the date of public hearing on amendments to the City's FY18 Budget, be adopted. Following comments 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 #21,071 duly passed and adopted.

51840 - It was moved by Miller and seconded by Darrah that the following resolutions be introduced and adopted:

Resolutions #21,072, setting May 7, 2018 as the date of public hearing on the proposed issuance of not to exceed \$5,800,000.00 General Obligation Bonds (for Essential Corporate Purposes).

Item C.

- 6 -

Resolution #21,073, setting May 7, 2018 as the date of public hearing on the proposed issuance of not to exceed \$550,000.00 General Obligation Bonds (for a General Corporate Purpose).

Resolution #21,074, setting May 7, 2018 as the date of public hearing on the proposed issuance of not to exceed \$350,000.00 General Obligation Bonds (for General Corporate Purposes).

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 #21,072 through #21,074 duly passed and adopted.

51841 - It was moved by Blanford and seconded by Darrah 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.

51842 - Councilmember Green commented on a Waterloo Neighborhood Leadership Summit he attended and encouraged similar round table discussions in Cedar Falls.

Mayor Brown and Planner III commented and presented a listing of approved items that were agreed upon by Kwik Star during the recent site plan approval.

51843 - Jim Skaine, 2215 Clay Street, expressed concerns regarding accidents, cost and effectiveness of University Avenue.

Larry Wyckoff, 4241 Eastpark Road, commented on the recent site plan approved for Kwik Star, traffic concerns in that area, and the cost of the University Avenue reconstruction.

Community Development Director Sheetz responded to comments regarding costs incurred and funding for the University Avenue Reconstruction Project.

Public Safety Director Olson responded to comments regarding accidents and stated that there have been fewer accidents on University Avenue according to the traffic studies completed before and after construction.

Ronald Florey, 301 Spruce Hills Drive, continues to oppose the proposed Kwik Star and requested a berm and trees on north side of Greenhill Road, diminished hours and fewer gas pumps.

Rosemary Beach, 5018 Sage Road, expressed concerns regarding recent developments in her neighborhood. She also recognized former Courier reporter Pat Kinney for his years of work.

Jill Fisher, 203 Cordoba Avenue, requested alternate traffic light signals at the South

Main Street and Greenhill Road intersection. City Engineer Resler responded about a current proposal to complete a study and provide recommendations for intersection improvements.

Penny Popp, 4805 South Main Street, commented on procedures during the Kwik Star proposal and the summary of conditions. It was moved by Councilmember Kruse and seconded by Councilmember Green to allow additional speaking time. Motion carried unanimously.

City Administrator Gaines, City Attorney Rogers, City Engineer Resler and Municipal Operations and Programs Director Ripplinger responded to questions by Councilmembers Kruse, deBuhr, Darrah, Wieland and Green regarding requests for reduction of gas pumps, the city's ability to limit hours of operation, water runoff filtering, landscaping options and proposed timeline for construction of Kwik Star.

51844 - It was moved by Kruse and seconded by Wieland that the meeting be adjourned at 8:07 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: Chase Schrage, CIP Projects Supervisor

DATE: April 10, 2018

SUBJECT: Center Street Recreational Trail Project
Project No. RT-000-3107
Iowa DOT Project No. TAP-U-1185(651)—8I-07
Request for PS&E Approval

Submitted within for City Council approval are the Plans, Specifications, and Cost Estimate for the Center Street Recreational Trail Project. The project was designed by Clapsaddle-Garber Associates of Marshalltown, IA for the City of Cedar Falls, in accordance with the Iowa Department of Transportation (IDOT) Standard Specifications.

The project is scheduled for bid letting by the IDOT at the May 15, 2018 highway letting. The total estimated cost of the project is \$ 531,283.67. 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.

I would recommend setting Monday, May 7, 2018 at 7:00 p.m. as the date and time for the public hearing on the Plans, Specifications, Cost Estimate and the Form of Contract for the Center Street Recreational Trail Project.

The IDOT will advertise for bids and distribute plans and specifications to contractors through their normal bid letting process.

The project will construct a recreational trail along the west side of Center Street from Cottage Row Road to Lone Tree Road.

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

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

ESTIMATED ROADWAY QUANTITIES Run Date: 2/20/2018
 Project Number: TAP-U-1185(651)--8I-07

Item No.	Item Code	Item	Unit	Total	Unit Price	Total Price
1	2101-0850001	CLEARING AND GRUBBING	ACRE	0.4	\$2,200.00	\$880.00
2	2102-2710070	EXCAVATION, CLASS 10, ROADWAY AND BORROW	CY	360.2	\$3.50	\$1,260.70
3	2102-2710090	EXCAVATION, CLASS 10, WASTE	CY	562	\$6.90	\$3,877.80
4	2105-8425015	TOPSOIL, STRIP, SALVAGE AND SPREAD	CY	803	\$5.50	\$4,416.50
5	2109-9300100	CONSTRUCTION OF NATURAL SUBGRADE FOR PAVEMENT, BASE COURSE, PAVEMENT WIDENING, OR SUBBASE	MILE	0.7	\$12,413.43	\$8,689.40
6	2121-7425010	GRANULAR SHOULDERS, TYPE A	TON	296.1	\$23.50	\$6,958.35
7	2122-5500060	PAVED SHOULDER, HOT MIX ASPHALT MIXTURE, 6 IN.	SY	173.1	\$24.00	\$4,154.40
8	2123-7450020	SHOULDER FINISHING, EARTH	STA	22.85	\$174.67	\$3,991.21
9	2213-6745500	REMOVAL OF CURB	STA	0.48	\$783.00	\$375.84
10	2213-7100400	RELOCATION OF MAIL BOXES	EACH	14	\$197.00	\$2,758.00
11	2303-9093010	HOT MIX ASPHALT, DRIVEWAY	SY	45	\$48.50	\$2,182.50
12	2402-0425030	GRANULAR BACKFILL	CY	319.3	\$21.50	\$6,864.95
13	2417-0225024	APRONS, METAL, 24 IN. DIA.	EACH	1	\$400.00	\$400.00
14	2417-1060024	CULVERT, CORRUGATED METAL ROADWAY PIPE, 24 IN. DIA.	LF	16	\$55.00	\$880.00
15	2435-0600010	MANHOLE ADJUSTMENT, MINOR	EACH	5	\$1,340.00	\$6,700.00
16	2435-0600120	INTAKE ADJUSTMENT, MAJOR	EACH	9	\$2,495.00	\$22,455.00
17	2435-0700020	CONNECTION TO EXISTING INTAKE Intake Connection, Pipe Connection and Collar	EACH	24	\$1,300.00	\$31,200.00
18	2502-8215808	SUBDRAIN, TILE, 8 IN. DIA.	LF	2,100.00	\$26.50	\$55,650.00
19	2502-8221008	SUBDRAIN RISER, 8 IN., AS PER PLAN	EACH	26	\$750.00	\$19,500.00
20	2502-8221303	SUBDRAIN OUTLET, DR-303 Modified to be Cleanout	EACH	48	\$450.00	\$21,600.00
21	2510-6745850	REMOVAL OF PAVEMENT	SY	26.6	\$8.00	\$212.80
22	2511-0300000	REMOVAL OF RECREATIONAL TRAIL	SY	41.8	\$7.50	\$313.50
23	2511-0302600	RECREATIONAL TRAIL, PORTLAND CEMENT CONCRETE, 6 IN.	SY	4,352.50	\$34.00	\$147,985.00
24	2511-6745900	REMOVAL OF SIDEWALK	SY	1,266.50	\$12.00	\$15,198.00
25	2511-7526004	SIDEWALK, P.C. CONCRETE, 4 IN.	SY	21.7	\$46.00	\$998.20
26	2511-7526006	SIDEWALK, P.C. CONCRETE, 6 IN.	SY	6.7	\$51.00	\$341.70
27	2511-7528101	DETECTABLE WARNINGS	SF	464	\$36.50	\$16,936.00
28	2515-2475006	DRIVEWAY, P.C. CONCRETE, 6 IN.	SY	1,041.00	\$52.50	\$54,652.50
29	2515-6745600	REMOVAL OF PAVED DRIVEWAY	SY	522	\$10.50	\$5,481.00
30	2519-4200090	REMOVAL AND REINSTALLATION OF FENCE, See D.1 - D.4 for removals. Cable fence on Cottage Row Road not to be reinstalled	LF	181	\$34.00	\$6,154.00
31	2524-6765010	REMOVE AND REINSTALL SIGN AS PER PLAN	EACH	9	\$236.00	\$2,124.00
32	2524-9276010	PERFORATED SQUARE STEEL TUBE POSTS	LF	20	\$10.00	\$200.00
33	2524-9276021	PERFORATED SQUARE STEEL TUBE POST ANCHOR, BREAK-AWAY SOIL INSTALLATION	EACH	2	\$150.00	\$300.00
34	2524-9325001	TYPE A SIGNS, SHEET ALUMINUM	SF	28	\$25.00	\$700.00
35	2525-0000100	TRAFFIC SIGNALIZATION	LS	1	\$18,000.00	\$18,000.00
36	2525-0000120	REMOVAL OF TRAFFIC SIGNALIZATION	LS	1	\$10,500.00	\$10,500.00
37	2527-9263118	PAINTED PAVEMENT MARKINGS, Edge Line White, Crosswalk Line White, Yield Line White	STA	26	\$102.00	\$2,652.00
38	2527-9263180	PAVEMENT MARKINGS REMOVED	STA	2.52	\$50.00	\$126.00
39	2528-8445110	TRAFFIC CONTROL	LS	1	\$11,000.00	\$11,000.00
40	2528-8445113	FLAGGERS	EACH	15	\$333.33	\$5,000.00
41	2533-4980005	MOBILIZATION	LS	1	\$25,132.86	\$25,132.86
42	2601-2636044	SEEDING AND FERTILIZING (URBAN)	ACRE	1	\$1,740.00	\$1,740.00
43	2602-0000312	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 12 IN. DIA. Straw Wattle	LF	283	\$2.62	\$741.46
					TOTAL=	\$531,283.67

-11-

Item E.1.

CONTRACT

FA86 (Form 050019)
9-02

Letting Date:	Contract ID:	Bid Order No.:
County:	Project Engineer:	
Cost Center:	Object Code:	DBE Commitment:
Contract Work Type:		

This agreement made and entered by and between the

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 below, 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. A true copy of said plan is now on file in the office of the Contracting Authority under date of _____.

The specifications consist of the Standard Specifications for Highway and Bridge Construction, Series of the Iowa Department of Transportation plus the following Supplemental Specifications, Special Provisions, and addendums:

Contractor, for and in considerations of \$ _____ 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 forth, 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.

Time is of the essence for this contract. To accomplish the purpose herein expressed, Contracting authority and Contractor have signed this and one other identical instrument as of the _____ day of _____.

By _____
Contracting Authority

By _____
Contractor

Jacque Danielsen

From: Roger White <rwhite@cfu.net>
Sent: Thursday, May 03, 2018 9:58 PM
To: Jacque Danielsen
Cc: David Sturch
Subject: Center Street Trail Project

Jacque,

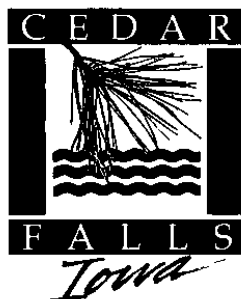
I know that the Center Street multi-use trail is to be considered by the Council with the public hearing on Monday. I plan to attend the meeting, but I also have another conflict that may make it impossible. If I am not able to attend the public hearing, could the comments below please be submitted in my behalf? Thanks.

This is a comment and a request for the public hearing but not an objection to the project. Currently there are bike lanes along both shoulders of Center Street from the Cedar River Bridge to approximately Clair St / Cottage Row Rd. This is an extremely popular route for bicyclists going north, northwest and northeast. Originally the Cedar Falls Bicycle Pedestrian Advisory Committee recommended continuation of the bike lane design to the north. That is the configuration contained in the adopted Cedar Falls Bicycle Plan and Network. However, the Committee is aware of the desire of North Cedar Neighborhood Association to construct a multi-use trail on the west side of the street as part of the renewal of the corridor and the Committee now supports the proposal for the multi-use trail as far as Lone Tree Road.

However in order to utilize the multi-user trail, it will be necessary for bicyclists going north from 1st Street to cross both lanes of Center Street traffic at the curve near Cottage Row Road. At Lone Tree Road, bicyclists will have to cross Center Street again if they are proceeding north. There will be some safety hazards that will be created by these crossings. At Lone Tree Road, the only facility available will be on the street as far as the city limits. During this coming construction season, Black Hawk County will be resurfacing the pavement (known as Waverly Road outside the city limits) and as a part of the County's project, a paved shoulder will be added on both sides until just outside Janesville's city limits. When these 2 county and city projects are completed, bicyclists will transition from bike lane/paved shoulder to multi-use trail to on-street to paved shoulder in a matter of slightly more than a mile. I'm estimating that there will be a number of bicyclists that will continue on the street at the point that the paved shoulder/bike lane disappears and the city will need to recognize that this will occur.

The important unfinished portion of the network is the section between Lone Tree Road and the city limits. Planning and programming for this section is needed and the Bicycle/Pedestrian Advisory Committee strongly recommends paved shoulder/bike lanes in the near future. This will allow a bit more consistency in this portion of the network. Thank you.

Roger White, Chair
Cedar Falls Bicycle/Pedestrian Committee
rwhite@cfu.net
2303 Greenwood Ave

**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 1, 2018
SUBJECT: CRMS, L.L.C. Economic Development Project

INTRODUCTION

For the past several months, staff has been working with Youri Dimitrov of CRMS, L.L.C. (holding company for Avelina Transport, L.L.C.) toward the construction of a 10,000+ square foot building for a new trucking/transportation facility. The proposed project will occur on Lot 18 of Northern Cedar Falls Industrial Park Phase I (3.5 acres total of which approximately 2.8 acres is buildable after setback and open space requirement). This new facility will be built and owned by CRMS, L.L.C. and will have a minimum building valuation and permit valuation of \$600,000 and a total project minimum assessed valuation of \$800,000 (including land).

DESCRIPTION OF PROJECT

As noted in the Introduction, the proposed building will be constructed and owned by CRMS, L.L.C., and will consist of a 10,000+ square foot building to be located along the west side of Rail Way in the Northern Cedar Falls Industrial Park Phase I. The building will be a pre-engineered metal building with an attractive exterior meeting all applicable Deed of Dedication requirements. The proposed project will have a minimum building valuation of \$600,000, and a total project valuation including land of \$800,000. CRMS, L.L.C. will commence construction this summer/fall with completion anticipated within 12 months. The agreement also contains a right of first refusal for 2 years on the lot immediately adjacent to the north of Lot 18 (Lot 19 of Northern Cedar Falls Industrial Park Phase I). The developer has indicated that as the business grows, he would like the opportunity to expand the business on that lot.

Item E.3.

COMPANY PROFILE

Avelina Transport, L.L.C.

Avelina Transport was started in 2017 by Youri Dimitrov who has over 35 years of experience in the trucking and freight business. Avelina currently has 6 total employees that operate 3 trucks/trailers driving throughout the country. The corporate office is currently located at 2512 Whitetail Drive in Cedar Falls and is working with other local freight/transport entities to expand its operations. Avelina Transport anticipates adding another truck and three trailers to its existing fleet in May and another 3-5 trailers in late summer 2018. This continued growth is expected to add 2-3 new employees to the Avelina operation.

Avelina Transport is looking to build its new minimum 10,000 sf. operations and maintenance facility in the Northern Cedar Falls Industrial Park. This facility will be home to Avelina's complete trucking operation including full maintenance of the Avelina fleet of trucks/trailers. This new facility will also serve as an administration and support building for the drivers with full shower and rest facilities as a secondary component.

The initial Avelina Transport project (building only) as noted in the Development Agreement will be at least \$600,000 for the building and does not include the cost of the additional truck and trailers. Construction is estimated to start in later summer/early fall 2018 and be completed by summer 2019.

ECONOMIC DEVELOPMENT INCENTIVE (LAND ONLY)

Land Incentive

For the CRMS, L.L.C. project, they would receive at no cost, Lot 18, Northern Cedar Falls Industrial Park Phase I Addition (3.5 acres total of which approximately 2.8 acres is buildable after setback and open space requirement). The new trucking/transportation facility will meet all applicable Deed of Dedication requirements. The proposed land incentive is consistent with other comparable economic development projects. No other incentives will be provided for this project.

Conclusion

As this memorandum indicates, CRMS, L.L.C. is looking to construct a new 10,000+ square foot trucking/transportation facility on Lot 18, Northern Cedar Falls Industrial Park Phase I. The proposed new construction building project will have a minimum building permit valuation of \$600,000 and a total Minimum Assessed Valuation of \$800,000 including land. Construction would commence this summer/fall with completion anticipated in the summer of 2019.

The Agreement for Private Development by and between the City of Cedar Falls, Iowa, and CRMS, L.L.C. is attached for your review. This Agreement has been reviewed by City Attorney Kevin Rogers, and is acceptable to both parties.

RECOMMENDATION

The Community Development Department recommends that the City Council adopt and approve the following:

1. Resolution approving and authorizing execution of an Agreement for Private Development and a Minimum Assessment Agreement by and between the City of Cedar Falls, Iowa, and CRMS, L.L.C., and approving and authorizing execution of a Quit Claim Deed conveying title to certain real estate to CRMS, L.L.C.

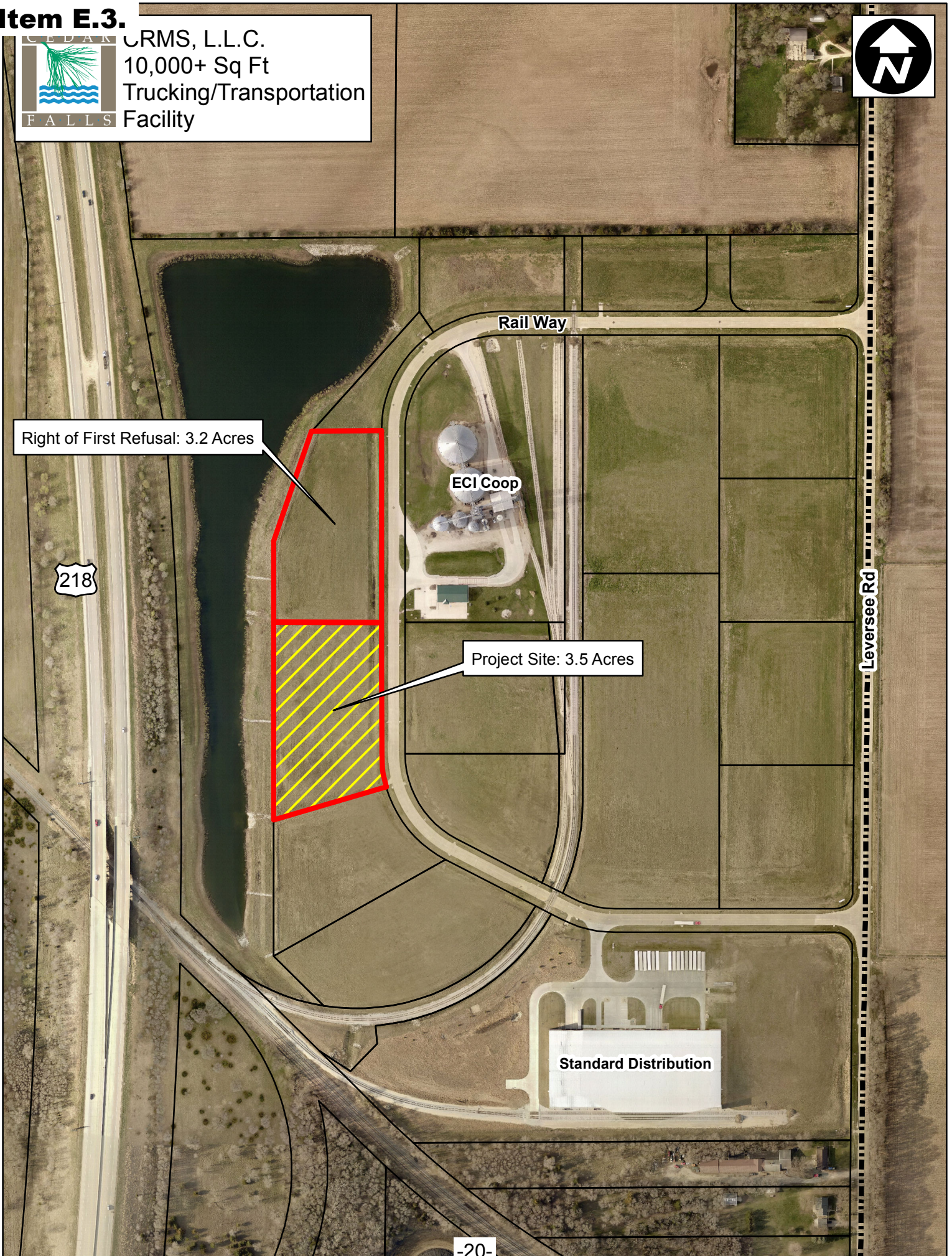
If you have any questions regarding the proposed CRMS, L.L.C. economic development project, please contact the Community Development Department.

xc: Stephanie Houk Sheetz, Director of Community Development
Karen Howard, Planning & Community Services Manager
Kevin Rogers, City Attorney
Eric Johnson, Attorney (via e-mail)
Youri Dimitrov, CRMS, L.L.C. (via e-mail)

Item E.3.



CRMS, L.L.C.
10,000+ Sq Ft
Trucking/Transportation
Facility



Right of First Refusal: 3.2 Acres

ECI Coop

Project Site: 3.5 Acres

Rail Way

Leversee Rd

218

Standard Distribution

Prepared by: Shane Graham, Planner II, 220 Clay Street, Cedar Falls, Iowa (319) 268-5160

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF AN AGREEMENT FOR PRIVATE DEVELOPMENT AND A MINIMUM ASSESSMENT AGREEMENT BY AND BETWEEN THE CITY OF CEDAR FALLS, IOWA, AND CRMS, L.L.C., AND APPROVING AND AUTHORIZING EXECUTION OF A QUIT CLAIM DEED CONVEYING TITLE TO CERTAIN REAL ESTATE TO CRMS, L.L.C.

WHEREAS, by Resolution No. 8196 approved and adopted on November 12, 1990 (Ordinance No. 1923), amended a first time by Resolution No. 10,224 on November 13, 1995 (Ordinance No. 2122), amended a second time by Resolution No. 13,862 on November 17, 2003 (Ordinance No. 2461), amended a third time by Resolution No. 18,377 on December 10, 2012 (Ordinance No. 2785), and amended a fourth time by Resolution 19,263 on November 3, 2014, and amended a fifth time by Resolution 19,963 on April 18, 2016, City Council has approved and adopted an urban renewal plan designated as the "Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan" (the "Urban Renewal Plan"); and

WHEREAS, it is desirable that properties within the Urban Renewal Plan be developed as part of the overall development area covered by said Plan; and

WHEREAS, the City has received a proposal from CRMS, L.L.C. ("Developer"), in the form of a proposed Agreement for Private Development (the "Agreement") by and between the City of Cedar Falls, Iowa (the "City") and the Developer, pursuant to which, among other things, the Developer would agree to construct certain Minimum Improvements (as defined in the Agreement) on certain real property located within the Urban Renewal Plan as legally described in the Agreement attached hereto and incorporated herein by this reference (defined in the Agreement as the "Development Property"), consisting of the construction of a 10,000 sf. trucking/transportation facility to be located on Lot 18, Northern Cedar Falls Industrial Park Phase I Addition, City of Cedar Falls, Black Hawk County, Iowa, together with all related site improvements, as outlined in the proposed Development Agreement; and

WHEREAS, the Agreement further proposes that the City provide certain financial incentives for the urban renewal project under the terms and following satisfaction of the conditions set forth in the Agreement, consisting of conveyance of title to the Development Property to the Developer, the Development Property being legally described as follows:

Item E.3.

Lot 18, Northern Cedar Falls Industrial Park Phase I Addition, City of Cedar Falls, Black Hawk County, Iowa; and

WHEREAS, Iowa Code Chapters 15A and 403 (the "Urban Renewal Law") authorize cities to make loans and grants and to convey real property to developers for economic development purposes in furtherance of the objectives of an urban renewal project and to appropriate such funds, make such expenditures and convey such real property as may be necessary to carry out the purposes of said Chapters, and to levy taxes and assessments for such purposes; and

WHEREAS, the Agreement further proposes that the City, the Developer and the Assessor of Black Hawk County, Iowa, enter into a Minimum Assessment Agreement (the "Minimum Assessment Agreement"), whereby the minimum actual taxable value of the improvements to be constructed thereon would be established at an amount not less than \$800,000.00 for a period through December 31, 2030; and

WHEREAS, the Council hereby finds and determines that the Agreement is in the best interests of the City and the residents thereof, and that the performance by the City of its obligations thereunder is a public undertaking and purpose and in furtherance of the Urban Renewal Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of Chapters 403 and 15A of the Iowa Code, taking into account the factors set forth in Chapter 15A, to-wit:

- a) Businesses that add diversity to or generate new opportunities for the Iowa economy should be favored over those that do not.
- b) Development policies in the dispensing of the funds should attract, retain, or expand businesses that produce exports or import substitutes or which generate tourism-related activities.
- c) Development policies in the dispensing or use of the funds should be targeted toward businesses that generate public gains and benefits, which gains and benefits are warranted in comparison to the amount of the funds dispensed.
- d) Development policies in dispensing the funds should not be used to attract a business presently located within the state to relocate to another portion of the state unless the business is considering in good faith to relocate outside the state or unless the relocation is related to an expansion which will generate significant new job creation. Jobs created as a result of other jobs in similar Iowa businesses being displaced shall not be considered direct jobs for the purpose of dispensing funds; and

WHEREAS, the Council hereby finds and determines that the requirements of Iowa Code Section 403.8 with respect to the transfer of property in an urban renewal area are satisfied insofar as the Development Property is being disposed of for the purpose of development of an industrial building (see Iowa Code Section 403.8(2)(b)), and because the terms of the Minimum Assessment Agreement satisfy the safe harbor contained in Iowa Code Section 403.8(3).

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

Section 1. That the performance by the City of its obligations under the Agreement, including but not limited to conveyance of the Development Property to the Developer in connection with the development of the Development Property under the terms set forth in the Agreement, be and is hereby declared to be a public undertaking and purpose and in furtherance of the Urban Renewal Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of chapters 403 and 15A of the Iowa Code, taking into account the factors set forth therein,

Section 2. That the form and content of the Agreement, the provisions of which are incorporated herein by reference, be and the same hereby are in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they are hereby authorized, empowered and directed to execute, attest, seal and deliver the Agreement for and on behalf of the City in substantially the form and content now before this meeting, and that from and after the execution and delivery of the Agreement, the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement as executed, including but not limited to execution and delivery of a Quit Claim Deed conveying title to the Development Property to the Developer.

Section 3. That the form and content of the Minimum Assessment Agreement, the provisions of which are incorporated herein by reference, be and the same are hereby in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they are hereby authorized, empowered and directed to execute, attest, seal and deliver the Minimum Assessment Agreement for and on behalf of the City in substantially the form and content now before this meeting, and that from and after the execution and delivery of the Minimum Assessment Agreement, the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Minimum Assessment Agreement as executed.

PASSED AND APPROVED this ____ day of _____, 2018.

James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

Item E.3.

CERTIFICATE

STATE OF IOWA)
)
COUNTY OF BLACK HAWK:)

SS:

I, Jacqueline Danielsen, MMC, City Clerk of the City of Cedar Falls, Iowa, hereby certify that the above and foregoing is a true and correct typewritten copy of Resolution No. _____ 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 affixed the official seal of the City of Cedar Falls, Iowa this _____ day of _____, 2018.

Jacqueline Danielsen, MMC
City Clerk of Cedar Falls, Iowa

AGREEMENT FOR PRIVATE DEVELOPMENT

BY AND BETWEEN

THE CITY OF CEDAR FALLS, IOWA

AND

CRMS, L.L.C.

Item E.3.

TABLE OF CONTENTS

AGREEMENT FOR PRIVATE DEVELOPMENT

ARTICLE I. DEFINITIONS.....	6
Section 1.1. <u>Definitions</u>	6
ARTICLE II. REPRESENTATIONS AND WARRANTIES.....	8
Section 2.1. <u>Representations and Warranties of the City</u>	8
Section 2.2. <u>Representations and Warranties of Developer</u>	10
ARTICLE III. CONSTRUCTION OF MINIMUM IMPROVEMENTS.....	12
Section 3.1. <u>Construction of Phase One Project Minimum Improvements</u>	12
Section 3.2. <u>Building Permit Valuation Amount</u>	12
Section 3.3. <u>Construction Plans</u>	12
Section 3.4. <u>Commencement and Completion of Construction</u>	13
Section 3.5. <u>Certificate of Completion</u>	14
ARTICLE IV. RESTRICTIONS UPON USE OF DEVELOPMENT PROPERTY 14	
Section 4.1. <u>Restrictions on Use</u>	14
ARTICLE V. INSURANCE.....	15
Section 5.1. <u>Insurance Requirements</u>	15
Section 5.2. <u>Condemnation</u>	17
Section 5.3. <u>Reconstruction or Payment</u>	18
ARTICLE VI. ASSESSMENT AGREEMENT AND OTHER COVENANTS 18	
Section 6.1. <u>Execution of Assessment Agreement</u>	18
Section 6.2. <u>Maintenance of Properties</u>	19
Section 6.3. <u>Maintenance of Records</u>	19
Section 6.4. <u>Compliance with Laws</u>	19
Section 6.5. <u>Real Property Taxes</u>	19
Section 6.6. <u>Sales Tax</u>	20
Section 6.7. <u>Utility Usage</u>	20
Section 6.8. <u>Annual Certification</u>	20
Section 6.9. <u>Use of Tax Increments</u>	20
Section 6.10. <u>Opinion of Counsel</u>	21
Section 6.11. <u>Provisions To Be Included In Leases Covering Development Property</u>	21
Section 6.12. <u>Relocation</u>	21

ARTICLE VII. PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER.....	22
Section 7.1. <u>Representation As to Development</u>	22
Section 7.2. <u>Prohibition Against Transfer of Property and Assignment of Agreement</u>	22
Section 7.3. <u>Approvals</u>	24
Section 7.4. <u>Transfer of Interest in Developer or Transfer of Interest in Development Property to Permitted Transferees</u>	24
ARTICLE VIII. CONVEYANCE OF DEVELOPMENT PROPERTY; CONDITIONS.....	25
Section 8.1. <u>Conveyance of Development Property</u>	25
Section 8.2. <u>Form of Deed</u>	25
Section 8.3. <u>Time and Place for Closing and Delivery of Deed</u>	25
Section 8.4. <u>Recordation of Deed</u>	25
Section 8.5. <u>Abstract of Title</u>	25
Section 8.6. <u>Conditions Precedent to Conveyance of Property</u>	26
Section 8.7. <u>Failure to Commence Construction</u>	26
Section 8.8. <u>No Property Tax Exemption</u>	26
ARTICLE IX. DEVELOPER’S RIGHT OF FIRST REFUSAL.....	26
Section 9.1. <u>Grant of Right of First Refusal</u>	26
Section 9.2. <u>Right of First Refusal to Acquire Right of First Refusal Property</u>	27
Section 9.3. <u>Expiration of Right of First Refusal</u>	31
Section 9.4. <u>Right of First Refusal Personal to Developer</u>	31
Section 9.5. <u>Resale of Right of First Refusal Property Within Five Years</u>	31
ARTICLE X. INDEMNIFICATION.....	31
Section 10.1. <u>Release and Indemnification Covenants</u>	31
ARTICLE XI. REMEDIES.....	32
Section 11.1. <u>Events of Default Defined</u>	32
Section 11.2. <u>Remedies on Default</u>	34
Section 11.3. <u>No Remedy Exclusive</u>	35
Section 11.4. <u>No Implied Waiver</u>	35
Section 11.5. <u>Agreement to Pay Attorneys' Fees and Expenses</u>	35
ARTICLE XII. MISCELLANEOUS.....	35
Section 12.1. <u>Conflict of Interest</u>	35

Item E.3.

Section 12.2.	<u>Non-Discrimination</u>	36
Section 12.3.	<u>Notices</u>	36
Section 12.4.	<u>Titles of Articles and Sections</u>	37
Section 12.5.	<u>Provisions Not Merged With Deed</u>	37
Section 12.6.	<u>Governing Law</u>	37
Section 12.7.	<u>Entire Agreement</u>	37
Section 12.8.	<u>Successors and Assigns</u>	37
Section 12.9.	<u>Termination Date</u>	37
Section 12.10.	<u>Memorandum of Agreement</u>	37
Section 12.11.	<u>Immediate Undertaking</u>	37
Section 12.12.	<u>No Partnership or Joint Venture</u>	37
Section 12.13.	<u>Captions</u>	37
Section 12.14.	<u>Number and Gender of Words</u>	38
Section 12.15.	<u>Invalid Provisions</u>	38
Section 12.16.	<u>Multiple Counterparts</u>	38
Section 12.17.	<u>Authorization</u>	38
Section 12.18.	<u>Time of the Essence</u>	38
Section 12.19.	<u>Survival</u>	38
EXHIBIT A-1	Development Property.....	40
EXHIBIT A-2	Right of First Refusal Property.....	41
EXHIBIT B	Minimum Improvements.....	42
EXHIBIT C	Certificate of Completion.....	43
EXHIBIT D	Minimum Assessment Agreement.....	45
EXHIBIT E	Form of Legal Opinion.....	49
EXHIBIT F	Memorandum of Agreement for Private Development...	51
EXHIBIT G	Form of Deed.....	54

AGREEMENT FOR PRIVATE DEVELOPMENT

THIS AGREEMENT FOR PRIVATE DEVELOPMENT (hereinafter called "Agreement"), is made on or as of the ____ day of _____, 2018, by and between the CITY OF CEDAR FALLS, IOWA, a municipality (hereinafter called "City"), established pursuant to the Code of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2017 (Chapter 403 hereinafter called "Urban Renewal Act"); and CRMS, L.L.C, (hereinafter called the "Developer"), an Iowa limited liability company having its principal place of business at 5425 W Mount Vernon Road, Cedar Falls, Iowa 50613.

WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, the City has undertaken a program for the development of an economic development area and, in this connection, is engaged in carrying out urban renewal project activities in an area known as the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area (“Area” or “Urban Renewal Area”) as set forth in the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan, as amended (“Plan” or “Urban Renewal Plan”); and

WHEREAS, a copy of the foregoing Urban Renewal Plan, as amended, has been recorded among the land records in the office of the Recorder of Black Hawk County, Iowa; and

WHEREAS, the Developer desires to acquire certain real property located in the foregoing Urban Renewal Plan and as more particularly described in Exhibit A-1 annexed hereto and made a part hereof (which property as so described is hereinafter referred to as the "Development Property"); and

WHEREAS, the Developer is willing to develop the Development Property for and in accordance with the uses specified in the Urban Renewal Plan and in accordance with this Agreement by constructing certain Minimum Improvements (as hereafter defined) on the Development Property; and

WHEREAS, the City believes that the development of the Development Property pursuant to this Agreement and the fulfillment generally of this Agreement, are in the vital and best interests of the residents of the City, and in accord with the public purposes and provisions of the applicable State and local laws and requirements under which the foregoing project has been undertaken and is being assisted, including but not limited to Chapters 15A and 403 of the Code of Iowa.

Item E.3.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the others as follows:

ARTICLE I. DEFINITIONS

Section 1.1. Definitions. In addition to other definitions set forth in this Agreement, all capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

Agreement means this Agreement and all appendices hereto, as the same may be from time to time modified, amended or supplemented.

Assessment Agreement means the Minimum Assessment Agreement substantially in the form of the agreement contained in Exhibit D attached hereto and hereby made a part of this Agreement, among the Developer, the City and the Assessor for the County, entered into pursuant to Article VI of this Agreement.

Assessor's Minimum Actual Value means the agreed minimum actual taxable value of the Minimum Improvements to be constructed on the Development Property for calculation and assessment of real property taxes as set forth in the Assessment Agreement.

Certificate of Completion means a certification in the form of the certificate attached hereto as Exhibit C and hereby made a part of this Agreement.

City or Cedar Falls means the City of Cedar Falls, Iowa, or any successor to its functions.

Code of Iowa means the Code of Iowa, 2017, as amended.

Commencement Date means the date of the issuance by the City of a City issued building permit for the Minimum Improvements.

Construction Plans means the plans, specifications, drawings and related documents of the construction work to be performed by the Developer on the Development Property; the plans (a) shall be as detailed as the plans, specifications, drawings and related documents which are submitted to the building inspector of the City, and (b) shall include at least the following: (1) site plan; (2) foundation plan; (3) basement plans; (4) floor plan for each floor; (5) cross sections of each (length and width); (6) elevations (all sides); and (7) landscape plan.

County means the County of Black Hawk, Iowa.

Deed means the form of Quit Claim Deed substantially in the form contained in Exhibit G attached hereto, by which the City shall convey the Development Property to the Developer.

Developer means CRMS, L.L.C.

Development Property means that portion of the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area of the City described in Exhibit A-1 hereto.

Event of Default means any of the events described in Section 11.1 of this Agreement.

Mortgage means any mortgage or security agreement in which the Developer has granted a mortgage or other security interest in the Development Property, or any portion or parcel thereof, or any improvements constructed thereon.

Net Proceeds means any proceeds paid by an insurer to the Developer under a policy or policies of insurance required to be provided and maintained by the Developer pursuant to Article V of this Agreement and remaining after deducting all expenses (including fees and disbursements of counsel) incurred in the collection of such proceeds.

Ordinance shall mean Ordinance(s) of the City under which the taxes levied on the taxable property in the Urban Renewal Area shall be divided, with a portion of said taxes to be paid into the Urban Renewal Tax Increment Revenue Fund, referred to and authorized by Section 403.19(2) of the Code of Iowa.

Project shall mean the construction and operation of the Minimum Improvements, as described in this Agreement and the Exhibits hereto.

Phase One Project Building Permit Valuation Amount means the amount described in Section 3.2 of this Agreement.

Phase One Project Minimum Improvements shall mean the construction of a trucking/transportation facility totaling at least 10,000 square feet of finished space, together with all related site improvements described in the Construction Plans, as outlined in Exhibit B hereto, including the land.

Phase Two Project Minimum Improvements shall mean the construction of a Trucking/Transportation Facility Expansion on the Development Property or on the Right of First Refusal Property.

Item E.3.

Right of First Refusal Property means that portion of the Northern Cedar Falls Industrial Park Urban Renewal Area of the City described in Exhibit A-1 hereto.

State means the State of Iowa.

Tax Increments means the property tax increment revenues on the Minimum Improvements and Development Property divided and made available to the City for deposit in the Cedar Falls Unified Highway 58 Corridor Urban Renewal Tax Increment Revenue Fund, under the provisions of Section 403.19 of the Code of Iowa and the Ordinance.

Termination Date means the date of expiration of the Assessment Agreement, as provided in Section 12.9 of this Agreement.

Trucking/Transportation Facility means the Phase One Project Minimum Improvements.

Trucking/Transportation Facility Expansion means the Phase Two Project Minimum Improvements.

Unavoidable Delays means delays resulting from acts or occurrences outside the reasonable control of the party claiming the delay including but not limited to storms, floods, fires, explosions or other casualty losses, unusual weather conditions, strikes, boycotts, lockouts or other labor disputes, delays in transportation or delivery of material or equipment, litigation commenced by third parties, or the acts of any federal, State or local governmental unit (other than the Party claiming the delay).

Urban Renewal Area means the area included within the boundaries of the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area, as amended.

Urban Renewal Plan means the Urban Renewal Plan approved in respect of the Cedar Falls Unified Highway 58 Urban Corridor Renewal Area, described in the preambles hereof.

ARTICLE II. REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of the City. The City makes the following representations and warranties:

- (a) The City is a municipal corporation and political subdivision organized under the provisions of the Constitution and the laws of the State and has the power to enter into this Agreement and carry out its obligations hereunder.

- (b) This Agreement has been duly and validly authorized, executed and delivered by the City and, assuming due authorization, execution and delivery by the Developer, is in full force and effect and is a valid and legally binding instrument of the City enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.
- (c) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, nor will they result in a breach of, the terms, conditions or provisions of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the City is now a party or by which it is bound, nor do they constitute a default under any of the foregoing.
- (d) The City has not received any notice from any State or federal official that the activities of the Developer with respect to the Development Property may or will be in violation of any environmental law or regulation (other than those notices, if any, of which the Developer has previously been notified in writing). The City is not currently aware of any State or federal claim filed or planned to be filed by any party relating to any violation of any local, State or federal environmental law, regulation or review procedure applicable to the Development Property, and the City is not currently aware of any violation of any local, State or federal environmental law, regulation or review procedure which would give any person a valid claim under any State or federal environmental statute with respect thereto.
- (e) The City will cooperate fully with the Developer in resolution of any building, traffic, parking, trash removal or public safety problems which may arise in connection with the design, construction and operation of the Minimum Improvements, including but not limited to any problems which may arise with respect to traffic at the intersections where access drives on the Development Property meet roadways or streets owned by the City.
- (f) The City would not undertake its obligations under this Agreement without the consideration being made to the City pursuant to this Agreement.
- (g) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City, and not of any governing body member, officer, agent, servant or employee of the City in the individual capacity thereof.

Item E.3.

- (h) The Development Property is zoned “M-1, Light Industrial District”. The “M-1, Light Industrial District” zoning classification permits by right the construction, equipping and operation of the Phase One Project Minimum Improvements.

Section 2.2. Representations and Warranties of the Developer. The Developer makes the following representations and warranties:

- (a) The Developer is a limited liability company duly organized and validly existing under the laws of the State of Iowa, is properly authorized to conduct business in the State of Iowa, and has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under the Agreement.
- (b) The Developer desires to construct a Trucking/Transportation Facility ("Phase One Project Minimum Improvements") on the 3.5 acre Development Property, which is to be acquired by the Developer pursuant to this Agreement, and which is more particularly described in Exhibit A-1.
- (c) This Agreement has been duly and validly authorized, executed and delivered by the Developer and, assuming due authorization, execution and delivery by the other parties hereto, is in full force and effect and is a valid and legally binding instrument of the Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.
- (d) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, nor will they result in a violation or breach of, the terms, conditions or provisions of the certificate of organization and operating agreement, together with all amendments thereto, of the Developer or of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it or its properties are bound, nor do they constitute a default under any of the foregoing.
- (e) There are no actions, suits or proceedings pending or threatened against or affecting the Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position or results of operations of the Developer or

which in any manner raises any questions affecting the validity of the Agreement or the ability of Developer to perform its obligations under this Agreement.

- (f) The Developer will cause the Phase One Project Minimum Improvements to be constructed in accordance with the terms of this Agreement, the Urban Renewal Plan and all local, State and federal laws and regulations, except for variances necessary to construct the Phase One Project Minimum Improvements contemplated in the Construction Plans.
- (g) The Developer will use its best efforts to obtain, or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, State, and federal laws and regulations which must be obtained or met before the Minimum Improvements may be lawfully constructed.
- (h) The construction of the Phase One Project Minimum Improvements will require a total investment of not less than Six Hundred Thousand Dollars and no/100 Dollars (\$600,000.00), and a taxable valuation of Eight Hundred Thousand Dollars and no/100 Dollars (\$800,000) is reasonable for the Phase One Project Minimum Improvements and the land that together comprise the Development Property.
- (i) The Developer has not received any notice from any local, State or federal official that the activities of the Developer with respect to the Development Property may or will be in violation of any environmental law or regulation (other than those notices, if any, of which the City has previously been notified in writing). The Developer is not currently aware of any State or federal claim filed or planned to be filed by any party relating to any violation of any local, State or federal environmental law, regulation or review procedure applicable to the Development Property, and the Developer is not currently aware of any violation of any local, State or federal environmental law, regulation or review procedure which would give any person a valid claim under any State or federal environmental statute with respect thereto.
- (j) The Developer has equity funds and/or has commitments for financing in amounts sufficient to successfully complete the construction of the Phase One Project Minimum Improvements, in accordance with the Construction Plans contemplated by this Agreement.
- (k) The Developer will cooperate fully with the City in resolution of any traffic, parking, trash removal or public safety problems which may arise in connection with the construction and operation of the Phase One Project

Item E.3.

Minimum Improvements, including but not limited to any problems which may arise with respect to traffic at the intersections where access drives on the Development Property meet roadways or streets owned by the City.

- (l) The Developer expects that, barring Unavoidable Delays, the Phase One Project Minimum Improvements will be substantially completed by the 1st day of August, 2019.
- (m) The Developer would not undertake its obligations under this Agreement without the consideration being made to the Developer pursuant to this Agreement.
- (n) All covenants, stipulations, promises, agreements and obligations of the Developer contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Developer, and not of any member, officer, agent, servant or employee of the Developer in the individual capacity thereof.

ARTICLE III. CONSTRUCTION OF MINIMUM IMPROVEMENTS

Section 3.1. Construction of Phase One Project Minimum Improvements. The Developer agrees that it will cause the Phase One Project Minimum Improvements to be constructed on the Development Property in conformance with the Construction Plans submitted to the City. The Developer agrees that the scope and scale of the Phase One Project Minimum Improvements to be constructed shall not be significantly less than the scope and scale of the Phase One Project Minimum Improvements as detailed and outlined in the Construction Plans, and shall in no event require a total investment of less than Six Hundred Thousand Dollars and no/100 Dollars (\$600,000.00).

Section 3.2 Building Permit Valuation Amount. The Developer shall apply to the City for a building permit, and shall pay all necessary permit fees in connection with the construction of the Phase One Project Minimum Improvements on the Development Property, based upon a building permit valuation amount (hereinafter the "Building Permit Valuation Amount") of a minimum of Six Hundred Thousand Dollars and no/100 Dollars (\$600,000.00), by no later than the 1st day of September, 2018.

Section 3.3. Construction Plans. The Developer shall cause Construction Plans to be provided for the Phase One Project Minimum Improvements which shall be subject to approval by the City as provided in this Section 3.3. The Construction Plans shall be in conformity with the Urban Renewal Plan, this Agreement, and all applicable federal, State and local laws and regulations, except for variances the Developer and the City agree are necessary to construct or operate the Phase One Project Minimum Improvements. The City shall approve the Construction Plans in writing if: (a) the Construction Plans conform

to the terms and conditions of this Agreement; (b) the Construction Plans conform to the terms and conditions of the Urban Renewal Plan; (c) to the best of City's knowledge, the Construction Plans conform to all applicable federal, State and local laws, ordinances, rules and regulations and City permit requirements; (d) the Construction Plans are adequate for purposes of this Agreement to provide for the construction of the Phase One Project Minimum Improvements and (e) no Event of Default under the terms of this Agreement has occurred; provided, however, that any such approval of the Construction Plans pursuant to this Section 3.3 shall constitute approval for the purposes of this Agreement only and shall not be deemed to constitute approval or waiver by the City with respect to any building, fire, zoning or other ordinances or regulations of the City, and shall not be deemed to be sufficient plans to serve as the basis for the issuance of a building permit if the Construction Plans are not as detailed or complete as the plans otherwise required for the issuance of a building permit. The site plans submitted by the Developer to the building official of the City for the Development Property shall be adequate to serve as the Construction Plans, if such site plans are approved by the building official.

Approval of the Construction Plans by the City shall not relieve the Developer of any obligation to comply with the terms and provisions of this Agreement, or the provisions of applicable federal, State and local laws, ordinances and regulations, nor shall approval of the Construction Plans by the City be deemed to constitute a waiver of any Event of Default.

Approval of Construction Plans hereunder is solely for purposes of this Agreement, and shall not constitute approval for any other City purpose nor subject the City to any liability for the Phase One Project Minimum Improvements as constructed.

Section 3.4. Commencement and Completion of Construction. Subject to Unavoidable Delays, the Developer shall cause construction of the Phase One Project Minimum Improvements to be undertaken by no later than the 1st day of September, 2018, and completed (i) by no later than the 1st day of August, 2019, or (ii) by such other date as the parties shall mutually agree upon in writing. Time lost as a result of Unavoidable Delays shall be added to extend the completion date by a number of days equal to the number of days lost as a result of Unavoidable Delays. However, an extension of the completion of the Phase One Project Minimum Improvements shall not affect the date upon which the Assessor's Minimum Actual Value shall become effective. All work with respect to the Phase One Project Minimum Improvements to be constructed or provided by the Developer on the Development Property shall be in conformity with the Construction Plans as submitted by the Developer and approved by the City. The Developer agrees that it shall permit designated representatives of the City to enter upon the Development Property during the construction of the Phase One Project Minimum Improvements to inspect such construction.

Item E.3.

Section 3.5. Certificate of Completion. Upon written request of the Developer after issuance of an occupancy permit for the Phase One Project Minimum Improvements, the City will furnish the Developer with a Certificate of Completion in recordable form, in substantially the form set forth in Exhibit C attached hereto. Such Certificate of Completion shall be a conclusive determination of satisfactory termination of the covenants and conditions of this Agreement with respect to the obligations of the Developer to cause construction of the Phase One Project Minimum Improvements.

The Certificate of Completion may be recorded in the Black Hawk County Recorder's office at the Developer's sole expense. If the City shall refuse or fail to provide a Certificate of Completion in accordance with the provisions of this Section 3.5, the City shall, within twenty (20) days after written request by the Developer, provide to the Developer a written statement indicating in adequate detail in what respects the Developer has failed to complete the Phase One Project Minimum Improvements in accordance with the provisions of this Agreement, or is otherwise in default under the terms of this Agreement, and what measures or acts it will be necessary, in the opinion of the City, for the Developer to take or perform in order to obtain such Certificate of Completion.

ARTICLE IV. RESTRICTIONS UPON USE OF DEVELOPMENT PROPERTY

Section 4.1. Restrictions on Use. The Developer shall:

- (a) Use the Development Property for any lawful use, and devote the Development Property to, and only to and in accordance with, the uses specified in the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan until the Termination Date; and
- (b) Not discriminate upon the basis of race, creed, color, sex, gender, sexual orientation, gender identity, religion, age, disability or national origin in the sale, lease, or rental or in the use or occupancy of the Development Property or any improvements erected or to be erected thereon, or any part thereof.
- (c) It is intended and agreed that the agreements and covenants provided in this Section shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Agreement, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the City, its successors and assigns, as against every successor in interest to the Development Property, or any part thereof or any interest therein, and as against any party in possession or occupancy of the Development Property or any part thereof. It is further intended and agreed that the agreements and covenants provided in

subdivisions (a) and (b) of this Section shall remain in effect only through the Termination Date.

- (d) It is intended and agreed that the City and its successors and assigns shall be deemed beneficiaries of the agreements and covenants provided in this Section, both for and in its own right and also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants have been provided. Such agreements and covenants shall run in favor of the City, until the Termination Date, during which time such agreements and covenants shall be in force and effect, without regard to whether the City has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such agreements and covenants relate. The City shall have the right, in the event of any breach of any such agreement or covenant, to exercise all the rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which it or any other beneficiaries of such agreement or covenant may be entitled.

ARTICLE V. INSURANCE AND CONDEMNATION

Section 5.1. Insurance Requirements.

- (a) The Developer will provide and maintain or cause to be maintained at all times during the process of constructing the Phase One Project Minimum Improvements (and, from time to time at the request of the City, furnish the City with proof of coverage or payment of premiums on):
- (i) Builder's risk insurance, written on the so-called "Builder's Risk -- Completed Value Basis", in an amount equal to one hundred percent (100%) of the insurable value of the Phase One Project Minimum Improvements at the date of completion, and with coverage available in nonreporting form on the so-called "all risk" form of policy;
 - (ii) Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance), together with an Owner's Contractor's Policy, with limits against bodily injury and property damage of at least \$2,000,000. The City shall be named as an additional insured for the City's liability or loss arising out of or in any way associated with the Phase One Project Minimum Improvements and arising out of any act, error, or omission of the Developer, its members, managers, officers, contractors and subcontractors or anyone

Item E.3.

else for whose acts the City may be held responsible (with coverage to the City at least as broad as that which is provided to the Developer and not lessened or avoided by endorsement). The policy shall contain a "severability of interests" clause and provide primary insurance over any other insurance maintained by the City.

- (iii) Worker's compensation insurance, with statutory coverage.
- (b) Upon completion of construction of the Phase One Project Minimum Improvements and at all times prior to the Termination Date, the Developer shall maintain, or cause to be maintained, at its cost and expense (and from time to time at the request of the City shall furnish proof of coverage or the payment of premiums on) insurance as follows:
- (i) Insurance against loss and/or damage to the Phase One Project Minimum Improvements under a policy or policies covering such risks as are ordinarily insured against by similar businesses, including (without limiting the generality of the foregoing) fire, extended coverage, vandalism and malicious mischief, explosion, water damage, demolition cost, debris removal, and collapse in an amount not less than the full insurable replacement value of the Phase One Project Minimum Improvements, but any such policy may have a deductible amount of not more than \$25,000. No policy of insurance shall be so written that the proceeds thereof will produce less than the minimum coverage required by the preceding sentence, by reason of co-insurance provisions or otherwise, without the prior consent thereto in writing by the City. The term "full insurable replacement value" shall mean the actual replacement cost of the Phase One Project Minimum Improvements (excluding foundation and excavation costs and costs of underground flues, pipes, drains and other uninsurable items) and equipment, and shall be determined from time to time at the request of the City, but not more frequently than once every three years, by an insurance consultant or insurer selected and paid for by the Developer and approved by the City.
 - (ii) Comprehensive general public liability insurance, including personal injury liability for injuries to persons and/or property, including any injuries resulting from the operation of automobiles or other motorized vehicles on or about the Development Property, in the minimum amount for each occurrence and for each year of \$2,000,000.
 - (iii) Such other insurance, including worker's compensation insurance respecting all employees of the Developer, in such amount as is

customarily carried by like organizations engaged in like activities of comparable size and liability exposure.

- (c) All insurance required by this Article V to be provided prior to the Termination Date shall be taken out and maintained in responsible insurance companies selected by the Developer which are authorized under the laws of the State to assume the risks covered thereby. The Developer will deposit annually with the City copies of policies evidencing all such insurance, or a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect. Unless otherwise provided in this Article V, each policy shall contain a provision that the insurer shall not cancel or modify it without giving written notice to the Developer and the City at least thirty (30) days before the cancellation or modification becomes effective. Not less than fifteen (15) days prior to the expiration of any policy, the Developer shall furnish the City evidence satisfactory to the City that the policy has been renewed or replaced by another policy conforming to the provisions of this Article V, or that there is no necessity therefor under the terms hereof. In lieu of separate policies, Developer may maintain a single policy, or blanket or umbrella policies, or a combination thereof, which provide the total coverage required herein, in which event the Developer shall deposit with the City a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Phase One Project Minimum Improvements.
- (d) Developer agrees to notify the City immediately in the case of damage exceeding \$25,000 in amount to, or destruction of, the Phase One Project Minimum Improvements or any portion thereof resulting from fire or other casualty. Net Proceeds of any such insurance shall be paid directly to the Developer, and Developer will forthwith repair, reconstruct and restore the Phase One Project Minimum Improvements to substantially the same or an improved condition or value as they existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, the Developer will apply the Net Proceeds of any insurance relating to such damage received by Developer to the payment or reimbursement of the costs thereof. The provisions of this paragraph shall apply to casualties that occur prior to the Termination Date.
- (e) The Developer shall complete the repair, reconstruction and restoration of the Phase One Project Minimum Improvements, whether or not the Net Proceeds of insurance received by Developer for such purposes are sufficient.

Section 5.2. Condemnation. In the event that title to and possession of the Phase One Project Minimum Improvements or any other material part thereof shall be taken in condemnation or by the exercise of the power of eminent domain by any governmental

Item E.3.

body or other person (except the City), so long as the Assessment Agreement shall remain in effect, the Developer or his successor shall, with reasonable promptness after such taking, notify the City as to the nature and extent of such taking.

Section 5.3. Reconstruction or Payment. Upon receipt of any Condemnation Award or property insurance proceeds, the Developer shall use the entire Condemnation Award to reconstruct the Phase One Project Minimum Improvements (or, in the event only a part of Phase One Project Minimum Improvements have been taken, then to reconstruct such part) upon the Development Property or elsewhere within the Urban Renewal Area.

ARTICLE VI. ASSESSMENT AGREEMENT AND OTHER COVENANTS

Section 6.1. Execution of Assessment Agreement. The Developer shall agree to, and with the City shall execute, concurrently with the execution of this Agreement, an Assessment Agreement pursuant to the provisions of Section 403.19, Code of Iowa, substantially in the form and content of Exhibit D attached hereto, specifying the Assessor's Minimum Actual Value for the Phase One Project Minimum Improvements to be constructed on the Development Property for calculation of real property taxes. Specifically, the Developer shall agree to a minimum actual taxable value for the Phase One Project Minimum Improvements and the land that together comprise the Development Property, which will result in a minimum actual taxable value upon substantial completion of the Phase One Project Minimum Improvements, but no later than January 1, 2020, of not less than Eight Hundred Thousand Dollars and no/100 Dollars (\$800,000.00) (such minimum actual taxable value at the time applicable is herein referred to as the "Assessor's Minimum Actual Value"). Nothing in the Assessment Agreement shall limit the discretion of the Assessor to assign an actual taxable value to the Phase One Project Minimum Improvements or the land, in excess of such Assessor's Minimum Actual Value nor prohibit the Developer or its successors from seeking through the exercise of legal or administrative remedies a reduction in such actual taxable value for property tax purposes; provided, however, that the Developer or its successors shall not seek a reduction of such actual taxable value below the Assessor's Minimum Actual Value in any year so long as the Assessment Agreement shall remain in effect. The Assessment Agreement shall remain in effect until the 31st day of December, 2030 (the "Termination Date"). The Assessment Agreement shall be certified by the Assessor for the County as provided in Section 403.19 of the Code of Iowa, and shall be filed for record in the office of the County Recorder of the County, and such filing shall constitute notice to any subsequent encumbrancer or purchaser of the Development Property (or part thereof), whether voluntary or involuntary, and such Assessment Agreement shall be binding and enforceable in its entirety against any such subsequent purchaser or encumbrancer, as well as any prior encumbrancer consenting thereto.

Section 6.2. Maintenance of Properties. The Developer will maintain, preserve and keep the Phase One Project Minimum Improvements in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals and additions, until the Termination Date.

Section 6.3 Maintenance of Records. The Developer will keep at all times proper books of record and account in which full, true and correct entries will be made of all dealings and transactions of or in relation to the business and affairs of the Developer in accordance with generally accepted accounting principles, consistently applied throughout the period involved, and Developer will provide reasonable protection against loss or damage to such books of record and account. The provisions of this paragraph shall apply for all periods prior to the Termination Date.

Section 6.4. Compliance with Laws. The Developer will comply with all laws, rules and regulations relating to the Phase One Project Minimum Improvements, other than laws, rules and regulations the failure to comply with which or the sanctions and penalties resulting therefrom, would not have a material adverse effect on the Developer's business, property, operations, or condition, financial or otherwise. The provisions of this paragraph shall apply for all periods prior to the Termination Date.

Section 6.5. Real Property Taxes. The Developer shall pay, when due, all real property taxes and assessments payable with respect to all and any parts of the Development Property acquired and owned by it.

The Developer and its successors agree that prior to the Termination Date:

- (a) It will not seek any tax exemption (except as may be granted under Section 8.8 of this Agreement), either presently or prospectively authorized under any State or federal law with respect to taxation of real property contained on the Development Property between the date of execution of this Agreement and the Termination Date. The foregoing shall not impair any rights to appeal the valuation set by the Black Hawk County Assessor as provided by law, but subject to the terms of the Assessment Agreement.
- (b) It will not seek administrative review or judicial review of the applicability or constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Development Property, Phase One Project Minimum Improvements or to the Developer or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings.

Item E.3.

- (c) It will not seek any tax deferral or abatement, except abatement, if any, that is specifically provided for in this Agreement, either presently or prospectively authorized under Iowa Code Chapter 403 or 404, or any other local, State or federal law, of the taxation of real property contained on the Development Property between the date of execution of this Agreement and the Termination Date.

Section 6.6. Sales Tax. The Developer shall pay all sales tax payable with respect to the Minimum Improvements.

Section 6.7. Utility Usage. The Developer agrees for itself and its successors and assigns, specifically including all commercial tenants and all other persons, firms or other entities operating any business on the Development Property or any portion thereof, that for all periods up to the Termination Date that all utility needs for the Trucking/Transportation Facility shall be furnished from City-owned utilities, including electricity, natural gas, water, sanitary sewer, cable television, internet and other fiber-optic communications, including telephony (if and when telephony is available through City-owned utilities). Although this shall be the sole source for such utility services, the Developer and its successors and assigns, as defined and described in this section, shall not, however, have any obligation or duty to use or take any minimum amount, and shall have no obligation to pay any amount in excess of the generally applicable rates for like users based upon actual use.

Section 6.8. Annual Certification. To assist the City in monitoring and performance of Developer hereunder, a duly authorized officer of the Developer shall annually provide to the City: (a) proof that all ad valorem taxes on the Development Property have been paid for the prior fiscal year; and (b) certification that, to the best of such officer's knowledge during the preceding twelve (12) months, the Developer was not in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certificate or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto. Such statement, proof and certificate shall be provided not later than November 1 of each year, commencing November 1, 2020, and ending on November 1, 2031, both dates inclusive.

Section 6.9. Use of Tax Increments. The City shall be free to use any and all Tax Increments collected in respect of the Development Property for any purpose for which the Tax Increments may lawfully be used pursuant to the provisions of the Urban Renewal Act; and the City shall have no obligations to the Developer with respect to the use of such increments.

Section 6.10. Opinion of Counsel. Concurrent with execution of this Agreement, Developer shall cause its counsel to execute and deliver to City an Opinion of Counsel substantially in the form and of the content of Exhibit E attached hereto.

Section 6.11. Provisions To Be Included In Leases Covering Development Property. The Developer agrees to include provisions in each commercial lease agreement the Developer enters into with any tenant that will occupy the Development Property or operate a business thereon, for all periods up to the Termination Date, which provide as follows: (a) that tenant acknowledges that the leased premises are part of the Development Property and are subject to the terms and conditions of this Agreement; (b) that this Agreement is binding upon Developer's successors and assigns, specifically including all commercial tenants; (c) that certain of the terms and conditions of this Agreement specifically impact the tenant's use of and conduct of its business operations on the Development Property, which terms and conditions include, but are not necessarily limited to, Sections 4.1, 5.1(b), 6.2, 6.7, 7.2, 7.3 and 12.2; and (d) that the tenant agrees to operate its business and conduct its operations on the Development Property in a manner consistent with all of the terms and conditions of this Agreement.

Section 6.12. Relocation. Developer agrees and covenants that it shall not, absent written consent from the City, sell or lease the Phase One Project Minimum Improvements or Development Property to any enterprise that is relocating ("Relocating") to the City from another part of Black Hawk County or a contiguous county during the term (the "Term") of this Relocation provision (the "Relocation Provision"). "Relocating" or "Relocation" means the closure or substantial reduction of an enterprise's existing operations in one area of the State and the initiation of substantially the same operation in the same county or a contiguous county in the State. The Term of this Relocation Provision will expire on the Termination Date as described in Section 11.9. In general, urban renewal incentives cannot be used for projects that involve a Relocating enterprise (whether the relocating enterprise is the developer, land owner, tenant, or otherwise) unless there is a written agreement regarding the use of economic incentives between the city where the business is currently located and the city to which the business is Relocating, either specific to this Project or in general (i.e., a fair play or neutrality agreement), or if the City finds that the use of tax increments in connection with the Relocation is in the public interest, which means that the business has provided a written affirmation that it is considering moving part or all of its operations out of the State and such action would result in either significant employment or wage loss in Iowa. Developer understands and agrees that if it sells or leases to a Relocating enterprise in violation of the Relocation Provision, as determined by the City in its sole discretion, such action shall be deemed an Event of Default under this Agreement, and, in addition to any remedies set forth in Section 11.2:

- (i) Developer shall be ineligible to receive any future property tax abatements that are

Item E.3.

provided for under Section 8.8 of this Agreement;

(ii) Developer shall be responsible for paying the City an amount equal to the property tax abatements received by Developer under Section 8.8 of this Agreement, with interest thereon at the highest rate permitted by State law; and

(iii) If Developer received all or a portion of the Development Property from the City for less than the full fair market value of the Development Property (“Full Value”), then the Developer shall pay the City the difference between the Full Value of the Development Property and what the Developer actually paid the City for such property. At the request of the City (which request need not be in writing), the Full Value of the Development Property shall be established by a licensed, certified appraiser to be selected by the City. Developer shall be responsible for paying any fees or costs associated with obtaining such appraisal.

ARTICLE VII. PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER

Section 7.1. Representation As to Development. The Developer represents and agrees that the purchase and improvement of the Development Property, and the other undertakings pursuant to this Agreement, are, and will be used, for the purpose of development of the Development Property and not for speculation in land holding. The Developer further acknowledges:

- (a) the importance of the development of the Development Property to the general welfare of the community;
- (b) the substantial financing and other public aids that have been made available by law and by the City for the purpose of making such development possible; and
- (c) the fact that any act or transaction involving or resulting in a significant change of control of the development, is for practical purposes a transfer or disposition of the Development Property then owned and operated by the Developer, and the qualifications and identity of the Developer are of particular concern to the community and the City. The Developer further recognizes that it is because of such qualifications and identity that the City is entering into this Agreement with the Developer.

Section 7.2. Prohibition Against Transfer of Property and Assignment of Agreement. Except as otherwise expressly provided for in Section 7.4, Transfer of Interest in Developer or Transfer of Development Property to Permitted Transferees, for the foregoing reasons the Developer represents and agrees for itself, and its successors and

assigns, that in addition to the provisions of Section 6.12 of this Agreement, prior to termination of the Termination Date:

- (a) Except only for (i) the purpose of obtaining financing necessary to enable the Developer to perform its obligations with respect to making the Phase One Project Minimum Improvements under this Agreement, (ii) leases to commercial tenants for all or a portion of the Phase One Project Minimum Improvements, and (iii) any other purpose authorized by this Agreement, the Developer (except as so authorized) has not made or created, and that the Developer will not, prior to the Termination Date, make or create, or suffer to be made or created, any total or partial sale, assignment, or conveyance, or any trust or power, or transfer in any other mode or form of or with respect to this Agreement or the Development Property, or any part thereof or any interest therein, or any contract or agreement to do any of the same, without the prior written approval of the City.
- (b) The City shall be entitled to require, except as otherwise provided in this Agreement, as conditions to any such approval that:
 - (1) Any proposed transferee shall have the qualifications and financial responsibility, as determined by the City, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Developer (or, in the event the transfer is of or relates to part of the Development Property, such obligations to the extent that they relate to such part).
 - (2) Any proposed transferee, by instrument in writing satisfactory to the City and in form recordable among the land records, shall, for itself and its successors and assigns, and expressly for the benefit of the City, have expressly assumed all of the obligations of the Developer under this Agreement and shall have agreed to be subject to all the conditions and restrictions to which the Developer is subject (or, in the event the transfer is of or relates to part of the Development Property, such obligations, conditions, and restrictions to the extent that they relate to such part): Provided, That the fact that any transferee of, or any other successor in interest whatsoever to, the Development Property, or any part thereof, shall, whatever the reason, not have assumed such obligations or so agreed, shall not (unless and only to the extent otherwise specifically provided in this Agreement or agreed to in writing by the City) relieve or exempt such transferee or successor of or from such obligations, conditions, or restrictions, or deprive or limit the City of or with respect to any rights or remedies or controls with respect to the Development

Item E.3.

Property or the construction of the Phase One Project Minimum Improvements; it being the intent of this provision, together with other provisions of this Agreement, that (to the fullest extent permitted by law and equity and excepting only in the manner and to the extent specifically provided otherwise in this Agreement) no transfer of, or change with respect to, ownership in the Development Property or any part thereof, or any interest therein, however consummated or occurring, and whether voluntary or involuntary, shall operate, legally or practically, to deprive or limit the City of or with respect to any rights or remedies or controls provided in or resulting from this Agreement with respect to the Development Property and the construction of the Phase One Project Minimum Improvements that the City would have had, had there been no such transfer or change.

- (3) Except leases to commercial tenants for all or a portion of the Minimum Improvements as provided in subsection (a)(ii) of this section, there shall be submitted to the City for review all instruments and other legal documents involved in effecting transfer; and if approved by the City, its approval shall be indicated to the Developer in writing.

Provided, further, that in the absence of specific written agreement by the City to the contrary, no such transfer or approval by the City thereof shall be deemed to relieve the Developer, or any other party bound in any way by this Agreement or otherwise with respect to the construction of the Phase One Project Minimum Improvements, from any of its obligations with respect thereto.

Section 7.3. Approvals. Any approval of a transfer of interest in the Developer, this Agreement, or the Development Property required to be given by the City under this Article VII may be denied only in the event that the City reasonably determines that the ability of the Developer to perform its obligations under this Agreement and its statutory duty, as owner, to pay ad valorem real property taxes assessed with respect to the Development Property, or the overall financial security provided to the City under the terms of this Agreement, or the likelihood of the Phase One Project Minimum Improvements being successfully constructed and operated pursuant to the terms of this Agreement, will be materially impaired by the action for which approval is sought.

Section 7.4. Transfer of Interest in Developer or Transfer of Interest in Development Property to Permitted Transferee. Notwithstanding the provisions of Sections 7.2 and 7.3, the City and the Developer agree that a transfer of ownership of the Development Property to a newly established corporation or limited liability company the ownership of which consists solely of the members of Developer (the "Permitted

Transferee”), shall not trigger the provisions of Section 7.2 or Section 7.3, provided, however, that any transfer of the Development Property to the Permitted Transferee shall require the Permitted Transferee to agree in writing with the City (a) to expressly assume all of the obligations of the Developer under this Agreement, and (b) to agree to be subject to all of the conditions and restrictions to which the Developer is subject (or, in the event the transfer is of or relates to only part of the Development Property, such obligations, conditions, and restrictions to the extent that they relate to such part). Upon execution of an agreement in writing by the Permitted Transferee that (a) assumes all of the obligations of the Developer under this Agreement and (b) agrees to be subject to all of the conditions and restrictions to which the Developer is subject, the transfer of the Development Property, or the part thereof, shall be deemed approved upon delivery of such written assumption agreement to the City Clerk of the City.

ARTICLE VIII. CONVEYANCE OF DEVELOPMENT PROPERTY; CONDITIONS

Section 8.1 Conveyance of Development Property. Subject to hearing and authorization required under law, the City shall make a conveyance of title to the Development Property to Developer without any additional consideration other than the Developer’s covenants as contained in this Agreement.

Section 8.2 Form of Deed. The City shall convey clear title to the Development Property to the Developer by Quit Claim Deed (hereinafter called the “Deed”). Such conveyance and title shall be subject to the conditions, covenants and restrictions contained in the Urban Renewal Plan and this Agreement, shall be subject to restrictive covenants, ordinances, and limited access provisions of record, if any, and to existing easements of record, but shall otherwise be free and clear of all other liens and encumbrances of record.

Section 8.3 Time and Place for Closing and Delivery of Deed. The City shall deliver the Deed and possession of the Development Property to the Developer on or before the 31st day of May, 2018, or on such other date as the parties hereto may mutually agree in writing (the “Closing Date”).

Section 8.4 Recordation of Deed. The Developer shall promptly file the Deed for recordation among the land records in the office of the Recorder of the County. The Developer shall pay all costs for so recording the Deed.

Section 8.5 Abstract of Title. The City shall provide an abstract of title continued only to the date of filing of the plat. It shall be the Developer’s responsibility to pay to have the abstract updated. This abstract shall become the property of the Developer at the time of delivery of the Deed.

Item E.3.

Section 8.6 Conditions Precedent to Conveyance of Property. The City's obligation to convey title and possession of the Development Property to the Developer on the Closing Date shall be subject to satisfaction of the following conditions precedent:

- (a) The Developer shall be in material compliance with all the terms and provisions of this Agreement;
- (b) The Developer shall have furnished the City with evidence, in a form reasonably satisfactory to the City (such as a letter of commitment from a bank or other lending institution), that the Developer has firm commitments for financing for the Project in an amount sufficient, together with equity commitments, to complete the Project in conformance with the Construction Plans, or the City shall have received such other evidence of the Developer's financial ability as in the reasonable judgment of the City is required for the Project;
- (c) Execution of an Assessment Agreement by the City, the County and the Developer pursuant to Section 6.1 of this Agreement; and
- (e) Receipt of an opinion of counsel to the Developer in the form attached hereto as Exhibit E.

Section 8.7 Failure to Commence Construction of Phase One Project Minimum Improvements. In the event the Developer has not made substantial progress towards commencement of construction of the Phase One Project Minimum Improvements on the Development Property by no later than September 1, 2018, and commencement of construction does not appear imminent by no later than September 1, 2018, then Developer shall have committed an Event of Default within the meaning of Article XI and Section 11.1 of this Agreement, and shall convey title to the Development Property to the City as provided in Section 11.2(d) of this Agreement by no later than December 1, 2018.

Section 8.8. No Property Tax Exemption. In consideration of the covenants of the City as contained in this Agreement, Developer agrees that it shall not seek from the County or from the City, any partial or other exemption from taxation of industrial property as may be provided by Sections 25-36 through 25-45 of the Cedar Falls Code of Ordinances, and/or by Chapter 427B, Code of Iowa, with respect to any portion of the Development Property, or the Phase One Project Minimum Improvements located on the Development Property.

ARTICLE IX. DEVELOPER'S RIGHT OF FIRST REFUSAL

Section 9.1. Grant of Right of First Refusal. As additional consideration for Developer's covenants as contained in this Agreement, and upon performance by

Developer of all of its obligations to the City under the terms and conditions of this Agreement, but only for so long as Developer is not in default under this Agreement, the City hereby grants Developer an irrevocable right of first refusal (hereinafter the “Right of First Refusal”) to acquire the property described in Exhibit A-2 attached to this Agreement (hereinafter the “Right of First Refusal Property”), on the terms and conditions set forth in this Article.

Section 9.2. Right of First Refusal to Acquire Right of First Refusal Property. The Developer’s right to acquire the Right of First Refusal Property under this Article shall be on the following terms:

- (a) The Right of First Refusal shall commence on the effective date of this Agreement set forth on page 5 hereof (the “Effective Date of this Agreement”).
- (b) The Right of First Refusal shall be irrevocable until December 31, 2020 (hereinafter the “Right of First Refusal Expiration Date.”).
- (c) The Right of First Refusal shall be effective only if the Developer shall have performed all of its obligations to the City as set forth in this Agreement and any agreements referenced in this Agreement, including without limitation the Minimum Assessment Agreement, and only for so long as Developer shall not be in default thereunder.
- (d) In the event the City receives a bona fide proposal from a third party to acquire the Right of First Refusal Property on terms which the City desires to accept, the following procedures shall apply:
 - 1) The City shall provide the Developer with written notice of its receipt of the proposal, and include with the notice a complete copy of the proposal, and of the City’s desire to accept such proposal.
 - 2) The Developer shall have a period of fifteen (15) calendar days from the date the Developer receives a copy of the written notice from the City within which to notify the City in writing of Developer’s intent to exercise its rights to acquire the Right of First Refusal Property. The Developer’s written notice to the City shall include the information required under subparagraph 9.2(e) of this Agreement.
- (e) To exercise its right to acquire the Right of First Refusal Property, Developer shall send a notice in writing to the City that it desires to exercise its Right of First Refusal to acquire the Right of First Refusal Property and that it will do so in one of two (2) ways, as follows:

Item E.3.

- 1) By purchasing the Right of First Refusal Property for a purchase price of Two Hundred Sixteen Thousand and no/100 Dollars (\$216,000.00) (the “Right of First Refusal Cash Purchase Price”), and on terms as are provided for in subsection 9.2(f) of this Agreement; or
 - 2) By agreeing to construct the Phase Two Project Minimum Improvements, consisting of a trucking/transportation facility expansion (hereinafter the “Trucking/Transportation Facility Expansion”) with a minimum actual taxable value of at least \$1,500,000.00 for the Trucking/Transportation Facility Expansion. Together with the assumed taxable value of \$216,000.00 for the land that comprises the Right of First Refusal Property, the total minimum actual taxable value for the Trucking/Transportation Facility Expansion and land shall be at least \$1,716,000.00. Other terms such as are provided for in subsection 9.2(g) of this Agreement shall also apply.
- (f) The following procedure shall apply in the event that Developer exercises its Right of First Refusal under subsection 9.2(e)(1), after proper notice has been given by Developer:
- 1) The City shall provide the Developer with a complete abstract of title to the Right of First Refusal Property, continued to a date subsequent to the date of Developer’s notice of exercise of the Right of First Refusal, that shows that title to the Right of First Refusal Property is vested in the City, free and clear of all liens and encumbrances of record as provided in subsection (2), all at the City’s sole cost and expense.
 - 2) The City shall convey clear title to the Right of First Refusal Property to the Developer by Quit Claim Deed upon compliance with legally required public proceedings, and upon payment to the City by the Developer of the Right of First Refusal Cash Purchase Price. Such conveyance and title shall be subject to restrictive covenants, ordinances, and limited access provisions of record, if any, and existing easements of record, but shall otherwise be free and clear of all other liens and encumbrances of record, other than compliance with the terms and conditions of this Agreement.
 - 3) The City shall deliver the Quit Claim Deed of the Right of First Refusal Property to the Developer within sixty (60) days of the date the City receives Developer’s notice of Developer’s intent to exercise its Right of First Refusal to acquire the Right of First Refusal Property.

- 4) The Developer shall promptly file the Quit Claim Deed for recordation among the land records in the Office of the Recorder of the County. The Developer shall pay all costs for recording the Quit Claim Deed. Any revenue stamps or transfer tax on the Quit Claim Deed shall be paid for by the City.

(g) In the event Developer exercises its Right of First Refusal to acquire the Right of First Refusal Property as provided in subsection 9.2(e)(2), the following provisions shall apply:

- 1) Developer agrees to execute an agreement for private development and minimum assessment agreement with the City on such terms and conditions as the City, in its sole discretion, deems appropriate, within sixty (60) days from the date of the City's receipt of Developer's timely, proper notice of exercise of its Right of First Refusal to acquire the Right of First Refusal Property by construction of a Trucking/Transportation Expansion.
- 2) The terms and conditions of such agreement for private development shall include without limitation provisions substantially similar to the following provisions of this Agreement:
 - i. Article II, Representations and Warranties;
 - ii. Article III, Construction of Minimum Improvements;
 - iii. Article IV, Restrictions upon Use of Development Property;
 - iv. Article V, Insurance;
 - v. Article VI, Assessment Agreement and Other Covenants;
 - vi. Article VII, Prohibitions Against Assignment and Transfer;
 - vii. Article X, Indemnification;
 - viii. Article XI, Remedies; and
 - ix. Article XII, Miscellaneous.
- 3) Such agreement for private development shall not entitle Developer to any partial property tax exemption with respect to the Phase Two

Item E.3.

Project Minimum Improvements that comprise the Trucking/Transportation Facility Expansion or the land comprising the Right of First Refusal Property, and shall not entitle the Developer to any economic development grants or property tax rebates with respect thereto, and shall include a minimum assessment agreement that establishes the minimum assessed value of the Right of First Refusal Property and Trucking/Transportation Facility Expansion at no less than \$1,500,000.00 for the Trucking Transportation Facility Expansion and \$216,000.00 for the land that comprises the Right of First Refusal Property, for a total of \$1,716,000.00, for a period of eleven (11) years following the first day of January immediately subsequent to completion of the construction of the Trucking/Transportation Facility Expansion.

- 4) The Developer shall apply to the City for a building permit based upon a building permit valuation amount for the Trucking/Transportation Facility Expansion of at least \$1,500,000.00, and shall pay all necessary permit fees in connection therewith, within 120 days of exercising its Right of First Refusal, but in no event later than December 31, 2020, and shall commence construction of the Trucking/Transportation Facility Expansion within 120 days of exercising its Right of First Refusal, but in no event later than December 31, 2020.
- 5) The Developer shall complete construction of the Trucking/Transportation Facility Expansion within one (1) year of the date of issuance of the building permit therefor.
- 6) The Trucking/Transportation Facility Expansion may be either a new building or structure, or an expansion of the original Trucking/Transportation Facility that shall comprise the Phase One Project Minimum Improvements, and may either be located on the Development Property, on the First Right of Refusal Property, or partially on each such property.

Section 9.3. Expiration of Right of First Refusal. If the Developer fails to notify the City in a timely manner of the exercise of its Right of First Refusal to acquire the Right of First Refusal Property by either of the means described in subsections 9.2(e)(1) or 9.2(e)(2) by the Right of First Refusal Expiration Date, Developer's Right of First Refusal shall expire on the Right of First Refusal Expiration Date, and Developer shall have no further rights in and to the Right of First Refusal Property. The City shall thereafter own the Right of First Refusal Property free and clear of any right, title, interest or claim of the Developer.

Section 9.4. Right of First Refusal Personal to Developer. The rights of Developer as described in this Article IX are personal to Developer, and may not be assigned or transferred to any third party under any circumstances. Any attempted assignment, transfer, or conveyance of the rights of Developer under this Article without the express written consent of the City shall cause an immediate termination of all of the Developer's rights described in this Article.

Section 9.5. Resale of Right of First Refusal Property Within Five Years. In the event that Developer, having acquired the Right of First Refusal Property by payment of the Right of First Refusal Cash Purchase Price under subsections 9.2(e)(1) and 9.2(f), sells the Right of First Refusal Property to any third party at any time within five (5) years of the date of the City's delivery of the Quit Claim Deed conveying the Right of First Refusal Property to the Developer, the Developer shall pay to the City an amount equal to fifty percent (50%) of the amount by which the sale price of the Right of First Refusal Property exceeds the Right of First Refusal Cash Purchase Price of \$216,000.00, which amount shall be paid in cash in full to the City immediately upon the happening of the sale of the Right of First Refusal Property by the Developer. Failure to pay said amount shall constitute a default under this Agreement. For purposes of this subsection, the term "sell" shall include any voluntary or involuntary sale, exchange, or transfer of title to the Right of First Refusal Property, or any part thereof, to any person or entity whatsoever other than the City; provided, however, that Developer may grant a mortgage on the Right of First Refusal Property as security for a loan made to or guaranteed by the Developer, and the same shall not, in and of itself, constitute a sale of the Right of First Refusal Property within the meaning of this subsection.

ARTICLE X. INDEMNIFICATION

Section 10.1. Release and Indemnification Covenants.

- (a) The Developer releases the City and the governing body members, officers, agents, servants and employees thereof (hereinafter, for purposes of this Article X, the "indemnified parties") from, covenants and agrees that the indemnified parties shall not be liable for, and agrees to indemnify, defend and hold harmless the indemnified parties against, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Phase One Project Minimum Improvements.
- (b) Except for any willful misrepresentation, or any willful or wanton misconduct, or any unlawful act, or any negligent act or omission of the indemnified parties, Developer agrees to protect and defend the indemnified parties, now or forever, and further agrees to hold the indemnified parties harmless, from any claim, demand, suit, action or other proceedings whatsoever by any person or

Item E.3.

entity whatsoever arising or purportedly arising from any violation of any agreement or condition of this Agreement by the Developer, including but not limited to claims for the construction, installation, ownership, and operation of the Phase One Project Minimum Improvements.

- (c) The indemnified parties shall not be liable for any damage or injury to the persons or property of the Developer or its officers, agents, servants or employees or any other person who may be about the Phase One Project Minimum Improvements due to any act of negligence, including a negligent failure to act, of any person, other than any act of negligence on the part of any such indemnified party or its officers, agents, servants or employees.
- (d) The provisions of this Article X shall survive the termination of this Agreement.

ARTICLE XI. REMEDIES

Section 11.1. Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement, any one or more of the following events:

- (a) Failure by the Developer to cause the construction of the Phase One Project Minimum Improvements to be commenced and completed pursuant to the terms, conditions and limitations of Article III of this Agreement, subject to Unavoidable Delays;
- (b) Failure by the Developer or its successors to cause the Phase One Project Minimum Improvements to be reconstructed when required pursuant to Article III of this Agreement;
- (c) Failure by the City to cause the Development Property to be conveyed to the Developer pursuant to the terms, conditions and limitations of Section 8.1 of this Agreement, subject to Unavoidable Delays;
- (d) Transfer of the Developer's ownership interest in the Development Property or any interest of Developer in this Agreement, or the assets of Developer in violation of the provisions of Article VII of this Agreement, until the Termination Date;
- (e) Failure by the Developer until the Termination Date, to pay ad valorem taxes on the Development Property;

- (f) Failure by the Developer until the Termination Date to substantially observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement;
- (g) The holder of any Mortgage on the Development Property, or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable Mortgage documents;
- (h) Sale or lease of the Phase One Project Minimum Improvements or Development Property in violation of the provisions of Section 6.12, Relocation, of this Agreement;
- (j) The Developer shall:
 - (i) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended, or under any similar federal or state law; or
 - (ii) make an assignment for the benefit of its creditors; or
 - (iii) admit in writing its inability to pay its debts generally as they become due; or
 - (iv) be adjudicated a bankrupt or insolvent; or if a petition or answer proposing adjudication as a bankrupt or reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of the Developer or the Minimum Improvements, or part thereof, shall be appointed in any proceedings brought against the Developer and shall not be discharged within ninety (90) days after such appointment, or if the Developer shall consent to or acquiesce in such appointment; or
- (k) Any obligation, representation or warranty made by any party to this Agreement, any Exhibit hereto, or made by any party in any written statement or certificate pursuant to this Agreement, shall prove to have been incorrect, incomplete or misleading in any material respect on or as of the date of the issuance or making thereof.

Item E.3.

Section 11.2. Remedies on Default. Whenever any Event of Default referred to in Section 11.1 of this Agreement occurs and is continuing, any party not in default may take any one or more of the following actions after the giving of thirty (30) days' written notice to the party in default, and the holder of the Mortgage, of the Event of Default, but only if the Event of Default has not been cured within said thirty (30) days, or if the Event of Default cannot reasonably be cured within thirty (30) days and the party in default does not provide assurances reasonably satisfactory to the party giving notice that the Event of Default will be cured as soon as reasonably possible:

- (a) The party giving notice may suspend its performance under this Agreement until it receives assurances from the party in default, deemed adequate by the party giving notice, that the party in default will cure the default and continue performance under this Agreement;
- (b) The party who is not in default may withhold the Certificate of Completion;
- (c) The party who is not in default may take any action, including legal, equitable or administrative action, which may appear necessary or desirable to recover damages proximately caused by the Default, or to enforce performance and observance of any obligation, agreement, or covenant, under this Agreement.
- (d) In the event the Developer fails to perform any one or more of the material obligations described in Article III of this Agreement in a timely manner, Developer shall thereupon immediately convey title to the Development Property to the City, free and clear of all liens and encumbrances, but subject to restrictive covenants, ordinances, and limited access provisions of record, if any, and to existing easements, if any. Developer shall also establish to the satisfaction of City and its legal counsel that no labor has been performed and no materials have been furnished by any contractor, subcontractor, or any other person, firm or entity, in connection with any improvements made to the Development Property within the ninety (90) days immediately preceding the date of said conveyance. Developer shall also deliver to City an abstract of title covering the Development Property, certified to a date subsequent to the date of said conveyance, showing that marketable title to the Development Property is vested in Developer and complies with the requirements of this subsection. Developer shall pay to City all general property taxes and special assessments, if any, due or to become due with respect to the Development Property, continuing until the Development Property is assessed to the City and is exempt from assessment for general property taxes by reason of its conveyance to and ownership by the City as a tax-exempt governmental body. Developer shall pay for all costs associated with conveyance of the Development Property to the City, including, but not limited to, abstracting, recording fees, and reasonable attorneys' fees. In the event the Developer fails

to comply with the terms and conditions of this subsection (d) within the thirty (30) day period described in Section 11.2 of this Article, then the City may proceed as provided in Section 11.2(c) of this Article, to obtain a decree of specific performance against Developer for the conveyance of the Development Property to the City or, in lieu thereof, at the City's sole discretion, to obtain a judgment for monetary damages to compensate the City for the Developer's default, plus attorneys' fees and expenses as provided in Section 11.5.

Section 11.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the parties is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 11.4. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 11.5. Agreement to Pay Attorneys' Fees and Expenses. Whenever any Event of Default occurs and a party not in default shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of a party in default herein contained, the party in default agrees that it shall, on demand therefor, pay to the party not in default the reasonable fees of such attorneys and such other expenses as may be reasonably and appropriately incurred by the party not in default in connection therewith.

ARTICLE XII. MISCELLANEOUS

Section 12.1. Conflict of Interest. Developer agrees that, to its best knowledge and belief, no member, officer or employee of the City, or its designees or agents, nor any consultant or member of the governing body of the City, and no other public official of the City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Project, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of this Project at any time during or after such person's tenure.

Item E.3.

Section 12.2. Non-Discrimination. In carrying out the construction and operation of the Phase One Project Minimum Improvements, the Developer shall not discriminate against any employee or applicant for employment because of race, creed, color, gender, sex, national origin, age or disability. The Developer shall insure that applicants for employment are employed, and the employees are treated during employment, without regard to their race, creed, color, gender, sexual orientation, gender identity, religion, sex, national origin, age or disability.

Section 12.3. Notices. Whenever this Agreement requires or permits any consent, approval, notice, request, proposal, or demand (collectively, "Notice") from one party to another, the Notice must be in writing and shall be effective upon actual receipt by the intended recipient, at the following addresses:

DEVELOPER: Mr. Youri Dimitrov
Member and Authorized Agent
CRMS, L.L.C.
5248 W. Mount Vernon Road
Cedar Falls, Iowa 50613

With a copy to: Eric Johnson
Beecher, Field, Walker, Morris, Hoffman & Johnson, P.C.
620 Lafayette Street, #300
Waterloo, Iowa 50703

CITY City of Cedar Falls, Iowa
City Administrator
220 Clay Street
Cedar Falls, IA 50613

or to such other designated individual or officer or to such other address as any party shall have furnished to the other in writing in accordance herewith. Any party entitled to receive a Notice hereunder may change the address which it previously had specified for receiving the same, at any time and from time to time, by delivering a written change notice in accordance with the above provisions to the other parties at least five (5) business days prior to the effective date of such change.

Section 12.4. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 12.5. Provisions Not Merged With Deed. None of the provisions of this Agreement shall be merged by reason of the delivery of the Deed, and the Deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

Section 12.6. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 12.7. Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement between the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

Section 12.8. Successors and Assigns. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 12.9. Termination Date of Assessment Agreement. This Agreement shall terminate and be of no further force or effect with respect to the Phase One Project Minimum Improvements on the termination of the Minimum Assessment Agreement, as provided in Section 6.1 of this Agreement and in the Minimum Assessment Agreement, the form of which is attached hereto as Exhibit D.

Section 12.10. Memorandum of Agreement. The parties agree to execute and record a Memorandum of Agreement for Private Development, in substantially the form attached as Exhibit F, to serve as notice to the public of the existence and provisions of this Agreement, and the rights and interests held by the City by virtue hereof. Developer shall pay all costs of recording.

Section 12.11. Immediate Undertaking. All parties agree to undertake immediately upon execution of this Agreement all of those obligations which require immediate action.

Section 12.12. No Partnership or Joint Venture. The relationship herein created between the parties is contractual in nature and is in no way to be construed as creating a partnership or joint venture between the Developer and any or all of the other parties.

Section 12.13. Captions. The captions, headings, and arrangements used in this Agreement are for convenience only and shall not in any way affect, limit, amplify, or modify the terms and provisions hereof.

Section 12.14. Number and Gender of Words. Whenever herein the singular number is used, the same shall include the plural where appropriate, and words of any gender shall include each other where appropriate.

Item E.3.

Section 12.15. Invalid Provisions. If any provision of this Agreement or any agreement contemplated hereby is held to be illegal, void, invalid, or unenforceable under present or future laws effective during the term of such agreement; then: (i) such provision shall be fully severable; (ii) such agreement shall be construed and enforced as if such illegal, void, invalid, or unenforceable provision had never comprised a part of such agreement; and (iii) the remaining provisions of such agreement shall remain in full force and effect and shall not be affected by the illegal, void, invalid, or unenforceable provision or by its severance from such agreement. Furthermore, in lieu of such illegal, void, invalid, or unenforceable provision there shall be added automatically as a part of such agreement a provision as similar in terms to such illegal, void, invalid, or unenforceable provision as may be legal, valid, and enforceable, whether or not such a substitute provision is specifically provided for in such agreement. Notwithstanding the foregoing, in the event any provision involving material consideration by the City for the benefit of the Developer shall be held illegal, void, invalid or unenforceable, then the Developer shall have the right to cancel this Agreement, and upon such cancellation, this Agreement, in its entirety, shall be rendered null and void; however, in that event, Developer shall proceed as described in Section 11.2(d) of this Agreement.

Section 12.16. Multiple Counterparts. This Agreement has been executed in a number of identical counterparts, each of which is to be deemed an original for all purposes and all of which constitute collectively one agreement, but in making proof of this Agreement it shall not be necessary to produce or account for more than one such counterpart.

Section 12.17. Authorization. Each party hereto represents that prior to its execution hereof all necessary company, governmental or other appropriate action, as applicable, including without limitation resolutions of their governing boards or bodies, has been taken to authorize the execution of this Agreement and the performance by such party of its respective obligations hereunder.

Section 12.18. Time of the Essence. Time is of the essence with respect to all matters described in this Agreement and related documents.

Section 12.19. Survival. Each provision of this Agreement shall survive the occurrence of the other provisions of this Agreement to the extent necessary to ensure full performance of said surviving provision.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, and the Developer has caused this Agreement to be duly executed in its name and behalf by its member, all on or as of the day first above written.

(SEAL)

CITY OF CEDAR FALLS, IOWA

By: _____
James P. Brown, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC, City Clerk

CRMS, L.L.C.,
an Iowa limited liability company

By: _____
Youri Dimitrov, Member

DEVELOPER

STATE OF IOWA, COUNTY OF BLACK HAWK ss.

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

Notary Public in and for Black Hawk County, Iowa

STATE OF IOWA, COUNTY OF BLACK HAWK, ss.

This record was acknowledged before me on the _____ day of _____, 2018, by Youri Dimitrov, Member, CRMS, L.L.C., an Iowa limited liability company.

Notary Public in and for the State of Iowa

Item E.3.

EXHIBIT A-1

DEVELOPMENT PROPERTY

The Development Property is described as consisting of all that certain parcel or parcels of land located generally in the City of Cedar Falls, County of Black Hawk, State of Iowa, more particularly described as follows:

Lots 18, Northern Cedar Falls Industrial Park Phase I Addition, City of Cedar Falls, Black Hawk County, Iowa (Contains 3.5 acres more or less).

EXHIBIT A-2

RIGHT OF FIRST REFUSAL PROPERTY

The Right of First Refusal Property is described as consisting of all that certain parcel or parcels of land located generally in the City of Cedar Falls, County of Black Hawk, State of Iowa, more particularly described as follows:

Lots 19, Northern Cedar Falls Industrial Park Phase I Addition, City of Cedar Falls, Black Hawk County, Iowa (Contains 3.3 acres more or less).

Item E.3.

EXHIBIT B

MINIMUM IMPROVEMENTS

The Minimum Improvements shall consist of the construction of a Trucking/Transportation Facility totaling at least 10,000 square feet of finished space, all as set forth in the Construction Plans and being as more particularly shown and in substantially the same configuration and scope as the Site Plans attached hereto and made a part hereof.

The Developer agrees to connect to the sanitary sewer, storm sewer, natural gas, electricity, water, underground telephone cable, internet and any other utilities services from their present locations to such location or locations on the Development Property as Developer deems appropriate, at its cost. The Developer also agrees to construct any driveway approaches and other paving, at its cost, in accordance with City ordinances.

The Developer also agrees to perform or cause to be performed all necessary grading, land preparation and all necessary building improvements, landscaping, storm water detention, signage, and all other site improvements, in all respects in entire conformity with all applicable codes and ordinances of the City, all at the Developer's cost. The submittal to City of plans for the construction of said improvements shall be in substantial conformity with the following schedule:

Schedule of Performance

<u>Activity to be Completed</u>	<u>Completion Date</u>
Issuance of Building Permit	September 1, 2018
Substantial Completion	August 1, 2019
Issuance of Occupancy Permit	August 1, 2019

EXHIBIT C

CERTIFICATE OF COMPLETION

WHEREAS, the CITY OF CEDAR FALLS, IOWA, a municipality (hereinafter called "City"), established pursuant to the Code of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2015 (Chapter 403 hereinafter called "Urban Renewal Act"); and CRMS, L.L.C., (hereinafter called the "Developer"), an Iowa limited liability company having its principal place of business at 5248 W Mount Vernon Road, Cedar Falls, Iowa 50613; did on or about the ____ day of _____, 2018, make, execute and deliver, each to the other, an Agreement for Private Development (the "Agreement"), wherein and whereby Developer agreed, in accordance with the terms of the Agreement, to develop and maintain certain real property located within the City and as more particularly described as follows:

Lot 18, Northern Cedar Falls Industrial Park Phase I Addition, City of Cedar Falls, Black Hawk County, Iowa (Contains 3.5 acres more or less).

(the "Development Property"); and

WHEREAS, the Agreement incorporated and contained certain covenants and restrictions with respect to the development of the Development Property, and obligated Developer to construct certain Minimum Improvements (as defined therein) in accordance with the Agreement; and

WHEREAS, Developer performed said covenants and conditions insofar as they relate to the construction of said Minimum Improvements in a manner deemed by the City to be in conformance with the approved building plans to permit the execution and recording of this certification.

NOW, THEREFORE, pursuant to the Agreement, this is to certify that all covenants and conditions of the Agreement with respect to the obligations of Developer and its successors and assigns, to construct the Minimum Improvements have been completed and performed by Developer and are hereby released absolutely and forever terminated insofar as they apply to the land described herein. The County Recorder of Black Hawk County is hereby authorized to accept for recording and to record the filing of this instrument, to be a conclusive determination of the satisfactory termination of the covenants and conditions of said Agreement with respect to the construction of the Minimum Improvements.

Item E.3.

All other provisions of the Agreement shall otherwise remain in full force and effect until termination as provided therein.

(SEAL)

THE CITY OF CEDAR FALLS, IOWA

By: _____
James P. Brown, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC, City Clerk

STATE OF IOWA)
) ss:
COUNTY OF BLACK HAWK)

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

Notary Public in and for Black Hawk County, Iowa

EXHIBIT D

MINIMUM ASSESSMENT AGREEMENT

THIS MINIMUM ASSESSMENT AGREEMENT, dated as of this _____ day of _____, 2018, by and among the CITY OF CEDAR FALLS, IOWA, (the "City"), and CRMS, L.L.C., an Iowa limited liability company, (the "Developer"), and the COUNTY ASSESSOR for the County of Black Hawk, State of Iowa (the "Assessor").

WITNESSETH:

WHEREAS, on or before the date hereof the City and Developer have entered into an Agreement for Private Development dated as of _____, 2018 (the "Agreement") regarding certain real property located in the City legally described as:

Lot 18, Northern Cedar Falls Industrial Park Phase I, City of Cedar Falls, Black Hawk County, Iowa (Contains 3.5 acres more or less).

(the "Development Property"); and

WHEREAS, it is contemplated that pursuant to said Agreement, the Developer will undertake the development of the Development Property, which is within the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan; and

WHEREAS, pursuant to Section 403.6(19) of the Code of Iowa, 2017, as amended, the City and the Developer desire to establish a minimum actual taxable value for the facilities thereon to be constructed by the Developer pursuant to the Agreement (defined therein as the "Minimum Improvements"); and

WHEREAS, the City and the Assessor have reviewed the preliminary plans and specifications for the Minimum Improvements which it is contemplated will be erected.

NOW, THEREFORE, the parties to this Minimum Assessment Agreement, in consideration of the promises, covenants and agreements made by each other, do hereby agree as follows:

1. Upon substantial completion of construction of the above-referenced Minimum Improvements by the Developer, but no later than January 1, 2020, the minimum actual taxable value which shall be fixed for assessment purposes for the Minimum Improvements to be constructed on the Development Property by the Developer and the land that together comprise the Development Property, shall be not less than Eight Hundred Thousand Dollars and no/100 Dollars (\$800,000.00) (hereafter referred to as the "Minimum Actual Value") until termination of this Minimum Assessment Agreement. The parties hereto expect that the construction of the above-referenced Minimum Improvements will be completed on or before August 1, 2019.

Item E.3.

Nothing herein shall be deemed to waive the Developer's rights under Iowa Code Section 403.6(19) to contest that portion of any actual taxable value assignment made by the Assessor in excess of the Minimum Actual Value established herein, or any actual taxable value assignment made by the Assessor to the Minimum Improvements or to the 3.5 acres of land, which together comprise the Development Property. In no event, however, shall the Developer seek to reduce the actual taxable value assigned below the Minimum Actual Value established herein during the term of this Agreement.

2. The Minimum Actual Value herein established shall be of no further force and effect and this Minimum Assessment Agreement shall terminate on December 31, 2030.

3. This Minimum Assessment Agreement shall be promptly recorded by the Developer with the Recorder of Black Hawk County, Iowa. The Developer shall pay all costs of recording.

4. Neither the preambles nor provisions of this Minimum Assessment Agreement are intended to, or shall be construed as, modifying the terms of the Agreement between the City and the Developer.

5. This Minimum Assessment Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties, and all holders of mortgages upon or security interests in the Development Property, including the land and the Minimum Improvements, to secure any loans with respect to the Development Property, including the land and the Minimum Improvements.

THE CITY OF CEDAR FALLS, IOWA

By: _____
James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

DEVELOPER:

CRMS, L.L.C..
An Iowa limited liability company

By: _____
Youri Dimitrov, Member

STATE OF IOWA)
) ss:
COUNTY OF BLACK HAWK)

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

Notary Public in and for Black Hawk County, Iowa

STATE OF IOWA)
) ss:
COUNTY OF BLACK HAWK)

This instrument was acknowledged before me on the _____ day of _____, 2018, by Youri Dimitrov, Member, CRMS, L.L.C., an Iowa limited liability company.

Notary Public in and for the State of Iowa

EXHIBIT E

FORM OF LEGAL OPINION

City of Cedar Falls
Attn: City Clerk
City Hall
220 Clay Street
Cedar Falls, Iowa 50613

RE: Agreement for Private Development by and between the City of Cedar Falls, Iowa and CRMS, L.L.C., an Iowa limited liability company

Gentlemen:

As counsel for CRMS, L.L.C. (the "Developer"), and in connection with the execution and delivery of a certain Development Agreement (the "Development Agreement") between the Developer and the City of Cedar Falls, Iowa (the "City") dated as of _____, 2018, we hereby render the following opinion:

We have examined the original certified copy, or copies otherwise identified to our satisfaction as being true copies, of the following:

- (a) The certificate of organization and operating agreement, together with all amendments thereto, of the Developer;
- (b) Resolutions of the members of the Developer at which action was taken with respect to the transactions covered by this opinion;
- (c) The Development Agreement;

and such other documents and records as we have deemed relevant and necessary as a basis for the opinions set forth herein.

Based on the pertinent law, the foregoing examination and such other inquiries as we have deemed appropriate, we are of the opinion that:

1. The Developer has been duly organized and is validly existing as a limited liability company under the laws of the State of Iowa and is authorized to do business in the State of Iowa. The Developer has full power and authority to execute, deliver and perform in full the Development Agreement and the Minimum Assessment Agreement; and the Development Agreement and the Minimum Assessment Agreement have been

Item E.3.

duly and validly authorized by action of the members, have been executed and delivered by an authorized manager of the Developer and, assuming due authorization, execution and delivery by the City, are in full force and effect and are valid and legally binding instruments of the Developer enforceable in accordance with their terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.

2. The execution, delivery and performance by the Developer of the Development Agreement, the Minimum Assessment Agreement, and the carrying out of the terms thereof, will not result in violation of any provision of, or in default under, the certificate of organization and operating agreement of the Developer or any indenture, mortgage, deed of trust, indebtedness, agreement, judgment, decree, order, statute, rule, regulation or restriction to which the Developer is a party or by which it or its property is bound or subject.

3. To our knowledge and after inquiry to Developer, there are no actions, suits or proceedings pending or threatened against or affecting the Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position or results of operations of the Developer or which in any manner raises any questions affecting the validity of the Development Agreement, the Minimum Assessment Agreement, or the Developer's ability to perform its obligations thereunder.

Very truly yours,

BEECHER, FIELD, WALKER, MORRIS, HOFFMAN & JOHNSON, P.C.

By: _____

Eric Johnson, Attorney at Law
620 Lafayette Street, #300
Waterloo, IA 50703

EXHIBIT F

MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT

WHEREAS, the CITY OF CEDAR FALLS, IOWA, a municipality (hereinafter called "City"), established pursuant to the Code of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2017 (Chapter 403 hereinafter called "Urban Renewal Act"); and CRMS, L.L.C., (hereinafter called the "Developer"), an Iowa limited liability company having its principal place of business at 5248 W Mount Vernon Road, Cedar Falls, Iowa 50613, did on or about the ____ day of _____, 2018, make, execute and deliver, each to the other, an Agreement for Private Development (the "Agreement"), wherein and whereby Developer agreed, in accordance with the terms of the Agreement and the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan (the "Plan"), to develop certain real property located within the City and within the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area and as more particularly described as follows:

Lot 18, Northern Cedar Falls Industrial Park Phase I, City of Cedar Falls, Black Hawk County, Iowa (Contains 3.5 acres more or less).

(the "Development Property"), and

WHEREAS, the term of the Agreement commenced on the ___ day of _____, 2018, and terminates on the 31st day of December, 2030, with respect to the Development Property, unless otherwise terminated as set forth in the Agreement; and

WHEREAS, the Parties desire to record a Memorandum of the Agreement referring to the Development Property and their respective interests therein.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. That the recording of this Memorandum of Agreement for Private Development shall serve as notice to the public that the Agreement contains provisions restricting conveyance, development and use of the Development Property and the improvements located and operated on such Development Property, and contains provisions dealing with the dollar amount of the minimum taxable value of the Development Property for general property tax purposes, and the length of time during which said minimum assessed value continues in effect, as provided for in Section 403.6(19), Code of Iowa.

2. That all of the provisions of the Agreement and any subsequent amendments thereto, if any, even though not set forth herein, are by the filing of this Memorandum of Agreement for Private Development made a part hereof by reference, and that anyone

Item E.3.

making any claim against any of said Development Property in any manner whatsoever shall be fully advised as to all of the terms and conditions of the Agreement, and any amendments thereto, as if the same were fully set forth herein.

3. That a copy of the Agreement and any subsequent amendments thereto, if any, shall be maintained on file for public inspection during ordinary business hours in the office of the City Clerk, City Hall, Cedar Falls, Iowa.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Agreement for Private Development on the _____ day of _____, 2018.

(SEAL)

CITY OF CEDAR FALLS, IOWA

By: _____
James P. Brown, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC, City Clerk

CRMS, L.L.C..
an Iowa limited liability company.

By: _____
Youri Dimitrov, Member

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

Notary Public in and for Black Hawk County, Iowa

STATE OF IOWA)
) ss:
COUNTY OF _____)

This record was acknowledged before me on the ____ day of _____, 2018,
by Youri Dimitrov, Member, CRMS, L.L.C., an Iowa limited liability company.

Notary Public in and for the State of Iowa

Item E.3.



QUIT CLAIM DEED
THE IOWA STATE BAR ASSOCIATION
Official Form No. 106
Recorder's Cover Sheet

Preparer Information: (Name, address and phone number)

Kevin Rogers, 220 Clay Street, Cedar Falls, IA 50613, Phone: (319) 243-2713

Taxpayer Information: (Name and complete address)

CRMS, L.L.C., 5248 West Mount Vernon Road, Cedar Falls, IA 50613

Return Document To: (Name and complete address)

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

Grantors:

The City of Cedar Falls, Iowa

Grantees:

CRMS, L.L.C.

Legal description: See Page 2

Document or instrument number of previously recorded documents:



QUIT CLAIM DEED

For the consideration of One Dollar(s) and other valuable consideration, City of Cedar Falls, Iowa

do hereby Quit Claim to CRMS, L.L.C., an Iowa Limited Liability Company

all our right, title, interest, estate, claim and demand in the following described real estate in Black Hawk County, Iowa: Lot 18 in Northern Cedar Falls Industrial Park Phase I Addition, Cedar Falls, Black Hawk County, Iowa; subject to the conditions, covenants and restrictions contained in that certain Agreement for Private Development entered into between Grantor and Grantee herein, and further subject to the conditions, covenants and restrictions contained in the Unified Highway 58 Corridor Urban Renewal Plan approved by Cedar Falls City Council Resolution No. 8196 approved and adopted on November 12, 1990 (Ordinance 1923), amended a first time by Resolution No. 10,224 on November 13, 1995 (Ordinance No. 2122), amended a second time by Resolution No. 13,862 on November 17, 2003 (Ordinance No. 2461), amended a third time by Resolution No. 18,377 on December 10, 2012 (Ordinance No. 2785), amended a fourth time by Resolution No. 19,263 on November 3, 2014, and amended a fifth time by Resolution No. 19,963 on April 18, 2016, and further subject to restrictive covenants, ordinances, and limited access provisions of record, if any, and to existing easements of record.

This deed is exempt according to Iowa Code 428A.2(6).

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate. Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated:

The City of Cedar Falls, Iowa (Grantor) (Grantor)

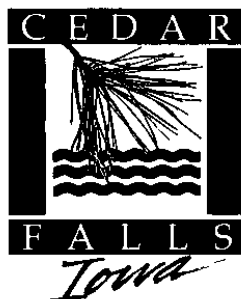
(Grantor) (Grantor)

(Grantor) (Grantor)

STATE OF IOWA, COUNTY OF BLACK HAWK

This record was acknowledged before me on, by James P. Brown as Mayor and Jacqueline Danielsens, MMC, as City Clerk, of the City of Cedar Falls, Iowa.

Signature of Notary Public

**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 1, 2018
SUBJECT: FN Investors, L.L.C. Economic Development Project

INTRODUCTION

For the past several months, staff has been working with Fred Rose of FN Investors, L.L.C. toward the construction of a 20,600 square foot building for a new lab/office facility. The building will be built and owned by FN Investors, L.L.C. and leased to TestAmerica Laboratories, Inc., who provides environmental testing for clients. The proposed project will occur on Lot 12 of West Viking Road Industrial Park Phase I and Lot 7 of West Viking Road Industrial Park Phase II (4.60 acres total of which approximately 2.99 acres is buildable after setback and open space requirement). This new facility will have a minimum building valuation and permit valuation of \$2,500,000 and a total project minimum assessed valuation of \$2,800,000 (including land).

DESCRIPTION OF PROJECT

As noted in the Introduction, the proposed building will be constructed and owned by FN Investors, L.L.C. and leased to TestAmerica Laboratories, Inc., and will consist of a 20,600 square foot building to be located along Venture Way, just east of The Gym/CrossFit Kilo facility in the West Viking Road Industrial Park. The building will be a pre-engineered metal building with an attractive exterior meeting all applicable Deed of Dedication requirements. The proposed project will have a minimum building valuation of \$2,500,000, and a total project valuation including land of \$2,800,000. FN Investors, L.L.C. will commence construction this spring/summer with completion anticipated within 6-12 months.

COMPANY PROFILE

FN Investors, L.L.C., is a newly formed entity that will build to suit a new lab facility in the Cedar Falls Industrial Park. TestAmerica Laboratories, Inc. will be the occupant while FN Investors, L.L.C. will be the owner of the property. The principals in FN

Item E.5.

Investors, L.L.C. are Fred and Nancy Rose. Mr. Rose has functioned as a builder and developer in the Cedar Valley for over 20 years. As a tenant, TestAmerica Laboratories, Inc. has been in the Cedar Falls Industrial Park for over 28 years. Their business has always continued to grow and they are in need of a larger, modern lab facility.

ECONOMIC DEVELOPMENT INCENTIVES

Land Incentive

For the proposed FN Investors, L.L.C. project, the company would receive at no cost, Lot 12 of West Viking Road Industrial Park Phase I and Lot 7 of West Viking Road Industrial Park Phase II (4.60 acres total of which approximately 2.99 acres is buildable after setback and open space requirement) in the West Viking Road Industrial Park. This land incentive is consistent with our general industrial economic incentive guidelines of providing one acre of non-restricted building area for each 10,000 +/- square feet of new building space being constructed having a minimum \$40 per square foot valuation. In this case, the buildable area of the lot is 2.99 acres, and the provided preliminary site plan for the property shows a majority of the buildable area being utilized for the building, parking, semi-truck movements, and a future 10,000 square foot building expansion. Therefore, staff feels that the proposed 20,600 square foot facility with a \$2,500,000 minimum building valuation is consistent with prior City land incentives for comparable projects.

Industrial Partial Property Tax Exemption

Consistent with our ongoing local economic development incentive guidelines, the City of Cedar Falls typically will consider a Five-Year Partial Property Tax Exemption on projects having a minimum assessed valuation of \$1,200,000+. Section 8.8 of the Agreement for Private Development references sections 25-36 through 25-45 of the Cedar Falls Code of Ordinances and Chapter 427B of the Iowa Code with respect to the provisions of the applicable partial property tax exemption. For the proposed FN Investors, L.L.C project, the following exemption schedule is estimated using the existing industrial tax rate/valuation and projecting annual property taxes of \$82,500:

<u>Year</u>	<u>% Exemption</u>	<u>\$ Abated</u>	<u>\$ Amount Paid</u>	<u>\$ Total Taxes</u>
1	75%	\$61,875	\$20,625	\$82,500
2	60%	\$49,500	\$33,000	\$82,500
3	45%	\$37,125	\$45,375	\$82,500
4	30%	\$24,750	\$57,750	\$82,500
5	15%	\$12,375	\$70,125	\$82,500
		<u>\$185,625</u>	<u>\$226,875</u>	<u>\$412,500</u>

It should be noted that following City Council consideration of the Agreement for Private Development, an actual Ordinance will be drafted and adopted implementing the

proposed exemption schedule noted above. The Ordinance granting the applicable partial property tax exemption will be presented to City Council once construction of the new FN Investors, L.L.C. facility has commenced.

Conclusion

As this memorandum indicates, FN Investors, L.L.C. is looking to construct a new 20,600 square foot lab/office facility on Lot 12 of West Viking Road Industrial Park Phase I and Lot 7 of West Viking Road Industrial Park Phase II (4.60 acres total of which approximately 2.99 acres is buildable after setback and open space requirement). The proposed new construction building project will have a minimum building permit valuation of \$2,500,000 and a total Minimum Assessed Valuation of \$2,800,000 including land. Construction would commence this spring/summer with completion anticipated in approximately 6-12 months.

The Agreement for Private Development by and between the City of Cedar Falls, Iowa, and FN Investors, L.L.C. has been reviewed by Kevin Rogers, City Attorney, and is attached for your review and approval.

RECOMMENDATION

The Community Development Department recommends that the City Council adopt and approve the following:

1. Resolution approving and authorizing execution of an Agreement for Private Development and a Minimum Assessment Agreement by and between the City of Cedar Falls, Iowa, and FN Investors, L.L.C., and approving and authorizing execution of a Quit Claim Deed conveying title to certain real estate to FN Investors, L.L.C.

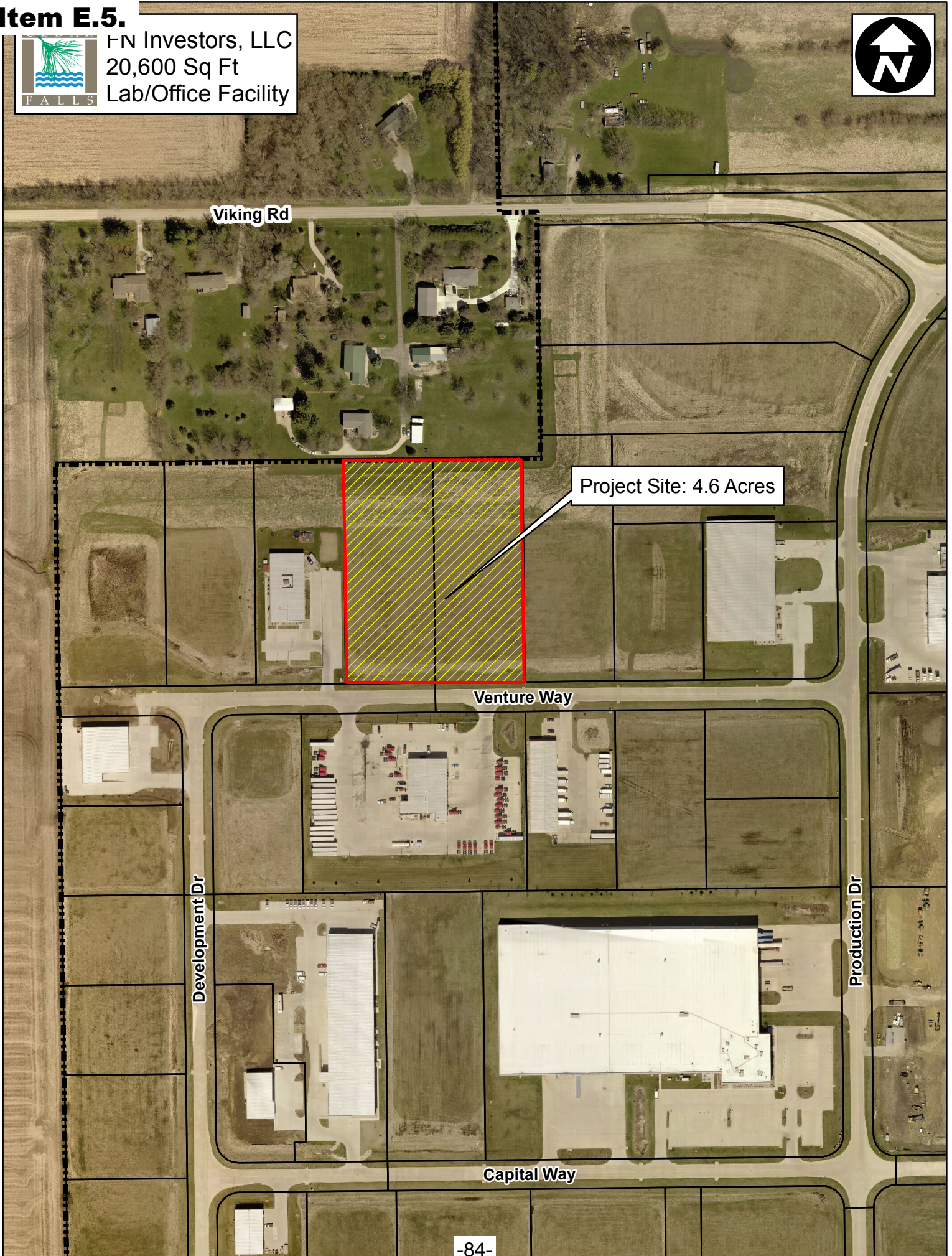
If you have any questions regarding the proposed FN Investors, L.L.C. economic development project, please contact the Community Development Department.

xc: Stephanie Houk Sheetz, Director of Community Development
Karen Howard, Planning & Community Services Manager
Kevin Rogers, City Attorney
Mark Rolinger, Attorney (via e-mail)
Fred Rose, FN Investors, L.L.C. (via e-mail)

Item E.5.



FN Investors, LLC
20,600 Sq Ft
Lab/Office Facility



Viking Rd

Project Site: 4.6 Acres

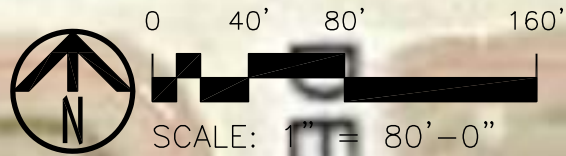
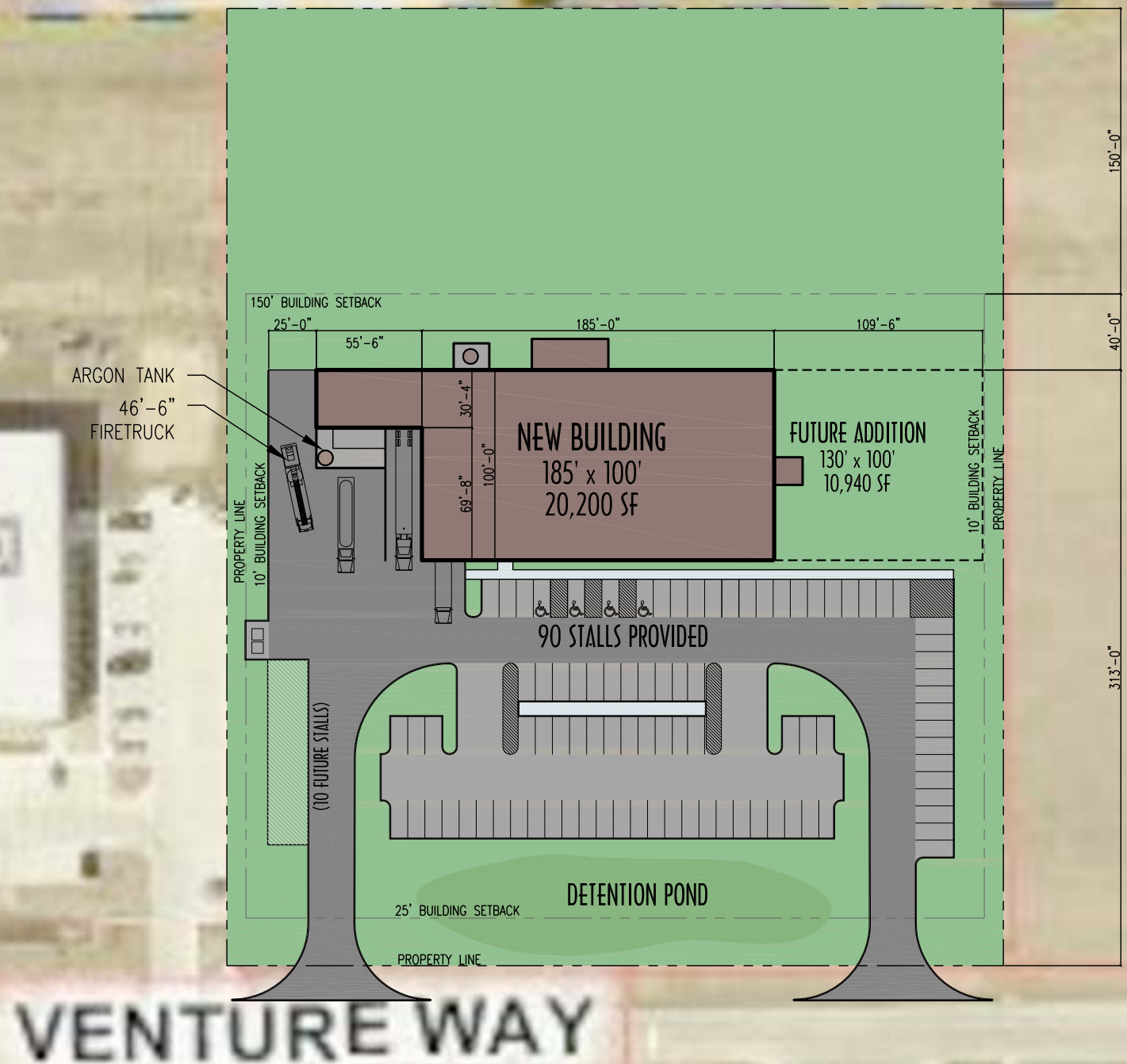
Venture Way

Development Dr

Production Dr

Capital Way

-85-



PROPOSED BUILDING

LOT SIZE = 205,173 SF - 4.7 ACRES
 GREEN SPACE = 126,675 SF - 25% REQUIRED = 51,293 SF
 PAVING = 56,330 (28,210 7") SF
 SIDEWALK = 2,520 SF



Item E.5.

Item E.5.

Prepared by: Shane Graham, 220 Clay Street, Cedar Falls, Iowa (319) 268-5160

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF AN AGREEMENT FOR PRIVATE DEVELOPMENT AND A MINIMUM ASSESSMENT AGREEMENT BY AND BETWEEN THE CITY OF CEDAR FALLS, IOWA, AND FN INVESTORS, L.L.C., AND APPROVING AND AUTHORIZING EXECUTION OF A QUIT CLAIM DEED CONVEYING TITLE TO CERTAIN REAL ESTATE TO FN INVESTORS, L.L.C.

WHEREAS, by Resolution No. 8196 approved and adopted on November 12, 1990 (Ordinance No. 1923), amended a first time by Resolution No. 10,224 on November 13, 1995 (Ordinance No. 2122), amended a second time by Resolution No. 13,862 on November 17, 2003 (Ordinance No. 2461), amended a third time by Resolution No. 18,377 on December 10, 2012 (Ordinance No. 2785), amended a fourth time by Resolution 19,263 on November 3, 2014, and amended a fifth time by Resolution No. 19,963 on April 18, 2016, the City Council has approved and adopted an urban renewal plan designated as the "Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan" (the "Urban Renewal Plan"); and

WHEREAS, it is desirable that properties within the Urban Renewal Plan be developed as part of the overall development area covered by said Plan; and

WHEREAS, the City has received a proposal from FN Investors, L.L.C. ("Developer"), in the form of a proposed Agreement for Private Development (the "Agreement") by and between the City of Cedar Falls, Iowa (the "City") and the Developer, pursuant to which, among other things, the Developer would agree to construct certain Minimum Improvements (as defined in the Agreement) on certain real property located within the Urban Renewal Plan as legally described in the Agreement attached hereto and incorporated herein by this reference (defined in the Agreement as the "Development Property"), consisting of the construction of a Lab/Office Facility totaling at least 20,600 square feet of finished space, together with all related site improvements, as outlined in the proposed Development Agreement; and

WHEREAS, the Agreement further proposes that the City provide certain financial incentives for the urban renewal project under the terms and following satisfaction of the conditions set forth in the Agreement, consisting of conveyance of title to the Development Property to the Developer, the Development Property being legally described as follows:

Lot 12, West Viking Road Industrial Park Phase I, and Lot 7, West Viking Road Industrial Park Phase II, City of Cedar Falls, Black Hawk County, Iowa (Contains 4.6 acres more or less).

WHEREAS, Iowa Code Chapters 15A and 403 (the "Urban Renewal Law") authorize cities to make loans and grants and to convey real property to developers for economic development purposes in furtherance of the objectives of an urban renewal project and to appropriate such funds, make such expenditures and convey such real property as may be necessary to carry out the purposes of said Chapters, and to levy taxes and assessments for such purposes; and

WHEREAS, the Agreement further proposes that the City, the Developer and the Assessor of Black Hawk County, Iowa, enter into a Minimum Assessment Agreement (the "Minimum Assessment Agreement"), whereby the minimum actual taxable value of the improvements to be constructed thereon would be established at an amount not less than \$2,800,000.00 for a period through December 31, 2030; and

WHEREAS, the Council hereby finds and determines that the Agreement is in the best interests of the City and the residents thereof, and that the performance by the City of its obligations thereunder is a public undertaking and purpose and in furtherance of the Urban Renewal Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of Chapters 403 and 15A of the Iowa Code, taking into account the factors set forth in Chapter 15A, to-wit:

- a) Businesses that add diversity to or generate new opportunities for the Iowa economy should be favored over those that do not.
- b) Development policies in the dispensing of the funds should attract, retain, or expand businesses that produce exports or import substitutes or which generate tourism-related activities.
- c) Development policies in the dispensing or use of the funds should be targeted toward businesses that generate public gains and benefits, which gains and benefits are warranted in comparison to the amount of the funds dispensed.
- d) Development policies in dispensing the funds should not be used to attract a business presently located within the state to relocate to another portion of the state unless the business is considering in good faith to relocate outside the state or unless the relocation is related to an expansion which will generate significant new job creation. Jobs created as a result of other jobs in similar Iowa businesses being displaced shall not be considered direct jobs for the purpose of dispensing funds; and

WHEREAS, the Council hereby finds and determines that the requirements of Iowa Code Section 403.8 with respect to the transfer of property in an urban renewal area are satisfied insofar as the Development Property is being disposed of for the purpose of development of an industrial building (see Iowa Code Section 403.8(2)(b)), and because the terms of the Minimum Assessment Agreement satisfy the safe harbor contained in Iowa Code Section 403.8(3).

Item E.5.

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

Section 1. That the performance by the City of its obligations under the Agreement, including but not limited to conveyance of the Development Property to the Developer in connection with the development of the Development Property under the terms set forth in the Agreement, be and is hereby declared to be a public undertaking and purpose and in furtherance of the Urban Renewal Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of chapters 403 and 15A of the Iowa Code, taking into account the factors set forth therein.

Section 2. That the form and content of the Agreement, the provisions of which are incorporated herein by reference, be and the same hereby are in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they are hereby authorized, empowered and directed to execute, attest, seal and deliver the Agreement for and on behalf of the City in substantially the form and content now before this meeting, and that from and after the execution and delivery of the Agreement, the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement as executed, including but not limited to execution and delivery of a Quit Claim Deed conveying title to the Development Property to the Developer.

Section 3. That the form and content of the Minimum Assessment Agreement, the provisions of which are incorporated herein by reference, be and the same are hereby in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they are hereby authorized, empowered and directed to execute, attest, seal and deliver the Minimum Assessment Agreement for and on behalf of the City in substantially the form and content now before this meeting, and that from and after the execution and delivery of the Minimum Assessment Agreement, the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Minimum Assessment Agreement, as executed.

PASSED AND APPROVED this 7th day of May, 2018.

James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

CERTIFICATE

STATE OF IOWA)
)
COUNTY OF BLACK HAWK:) SS:

I, Jacqueline Danielsen, MMC, City Clerk of the City of Cedar Falls, Iowa, hereby certify that the above and foregoing is a true and correct typewritten copy of Resolution No. _____ duly and legally adopted by the City Council of said City on the 7th day of May, 2018.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed the official seal of the City of Cedar Falls, Iowa this _____ day of _____, 2018.

Jacqueline Danielsen, MMC
City Clerk of Cedar Falls, Iowa

01448511-1\10283-002

Item E.5.

AGREEMENT FOR PRIVATE DEVELOPMENT

BY AND BETWEEN

THE CITY OF CEDAR FALLS, IOWA

AND

FN INVESTORS, L.L.C.

TABLE OF CONTENTS

AGREEMENT FOR PRIVATE DEVELOPMENT

ARTICLE I. DEFINITIONS.....	6
Section 1.1. <u>Definitions</u>	6
ARTICLE II. REPRESENTATIONS AND WARRANTIES.....	8
Section 2.1. <u>Representations and Warranties of the City</u>	8
Section 2.2. <u>Representations and Warranties of Developer</u>	9
ARTICLE III. CONSTRUCTION OF MINIMUM IMPROVEMENTS.....	12
Section 3.1. <u>Construction of Minimum Improvements</u>	12
Section 3.2. <u>Building Permit Valuation Amount</u>	12
Section 3.3. <u>Construction Plans</u>	12
Section 3.4. <u>Commencement and Completion of Construction</u>	13
Section 3.5. <u>Certificate of Completion</u>	13
ARTICLE IV. RESTRICTIONS UPON USE OF DEVELOPMENT PROPERTY	14
Section 4.1. <u>Restrictions on Use</u>	14
ARTICLE V. INSURANCE.....	15
Section 5.1. <u>Insurance Requirements</u>	15
Section 5.2. <u>Condemnation</u>	17
Section 5.3. <u>Reconstruction or Payment</u>	17
ARTICLE VI. ASSESSMENT AGREEMENT AND OTHER COVENANTS	17
Section 6.1. <u>Execution of Assessment Agreement</u>	17
Section 6.2. <u>Maintenance of Properties</u>	18
Section 6.3. <u>Maintenance of Records</u>	18
Section 6.4. <u>Compliance with Laws</u>	18
Section 6.5. <u>Real Property Taxes</u>	19
Section 6.6. <u>Sales Tax</u>	19
Section 6.7. <u>Utility Usage</u>	19
Section 6.8. <u>Annual Certification</u>	20
Section 6.9. <u>Use of Tax Increments</u>	20
Section 6.10. <u>Opinion of Counsel</u>	20
Section 6.11. <u>Provisions To Be Included In Leases Covering Development</u> <u>Property</u>	20
Section 6.12. <u>Relocation</u>	20

Item E.5.

ARTICLE VII. PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER.....	21
Section 7.1. <u>Representation As to Development</u>	21
Section 7.2. <u>Prohibition Against Transfer of Property and Assignment of Agreement</u>	22
Section 7.3. <u>Approvals</u>	24
Section 7.4. <u>Transfer of Interest in Developer or Transfer of Interest in Development Property to Permitted Transferees</u>	24
ARTICLE VIII. CONVEYANCE OF DEVELOPMENT PROPERTY; CONDITIONS.....	24
Section 8.1. <u>Conveyance of Development Property</u>	24
Section 8.2. <u>Form of Deed</u>	24
Section 8.3. <u>Time and Place for Closing and Delivery of Deed</u>	25
Section 8.4. <u>Recordation of Deed</u>	25
Section 8.5. <u>Abstract of Title</u>	25
Section 8.6. <u>Conditions Precedent to Conveyance of Property</u>	25
Section 8.7. <u>Failure to Commence Construction</u>	25
Section 8.8. <u>Partial Property Tax Exemption</u>	26
ARTICLE IX. INDEMNIFICATION.....	26
Section 9.1. <u>Release and Indemnification Covenants</u>	26
ARTICLE X. REMEDIES.....	27
Section 10.1. <u>Events of Default Defined</u>	27
Section 10.2. <u>Remedies on Default</u>	29
Section 10.3. <u>No Remedy Exclusive</u>	30
Section 10.4. <u>No Implied Waiver</u>	30
Section 10.5. <u>Agreement to Pay Attorneys' Fees and Expenses</u>	30
ARTICLE XI. MISCELLANEOUS.....	30
Section 11.1. <u>Conflict of Interest</u>	30
Section 11.2. <u>Non-Discrimination</u>	31
Section 11.3. <u>Notices</u>	31
Section 11.4. <u>Titles of Articles and Sections</u>	32
Section 11.5. <u>Provisions Not Merged With Deed</u>	32
Section 11.6. <u>Governing Law</u>	32
Section 11.7. <u>Entire Agreement</u>	32
Section 11.8. <u>Successors and Assigns</u>	32
Section 11.9. <u>Termination Date</u>	32
Section 11.10. <u>Memorandum of Agreement</u>	32
Section 11.11. <u>Immediate Undertaking</u>	32

Section 11.12.	<u>No Partnership or Joint Venture</u>	32
Section 11.13.	<u>Captions</u>	32
Section 11.14.	<u>Number and Gender of Words</u>	33
Section 11.15.	<u>Invalid Provisions</u>	33
Section 11.16.	<u>Multiple Counterparts</u>	33
Section 11.17.	<u>Authorization</u>	33
Section 11.18.	<u>Time of the Essence</u>	33
Section 11.19.	<u>Survival</u>	33
EXHIBIT A	Development Property.....	36
EXHIBIT B	Minimum Improvements.....	37
EXHIBIT C	Certificate of Completion.....	38
EXHIBIT D	Minimum Assessment Agreement.....	40
EXHIBIT E	Form of Legal Opinion.....	44
EXHIBIT F	Memorandum of Agreement for Private Development..	46
EXHIBIT G	Form of Deed.....	49

Item E.5.

AGREEMENT FOR PRIVATE DEVELOPMENT

THIS AGREEMENT FOR PRIVATE DEVELOPMENT (hereinafter called "Agreement"), is made on or as of the ____ day of _____, 2018, by and between the CITY OF CEDAR FALLS, IOWA, a municipality (hereinafter called "City"), established pursuant to the Code of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2017 (Chapter 403 hereinafter called "Urban Renewal Act"); and FN Investors, L.L.C, (hereinafter called the "Developer"), an Iowa limited liability company having its principal place of business at 2014 W 8th Street, Cedar Falls, Iowa 50613.

WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, the City has undertaken a program for the development of an economic development area and, in this connection, is engaged in carrying out urban renewal project activities in an area known as the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area ("Area" or "Urban Renewal Area") as set forth in the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan, as amended ("Plan" or "Urban Renewal Plan"); and

WHEREAS, a copy of the foregoing Urban Renewal Plan, as amended, has been recorded among the land records in the office of the Recorder of Black Hawk County, Iowa; and

WHEREAS, the Developer desires to acquire certain real property located in the foregoing Urban Renewal Plan and as more particularly described in Exhibit A annexed hereto and made a part hereof (which property as so described is hereinafter referred to as the "Development Property"); and

WHEREAS, the Developer is willing to develop the Development Property for and in accordance with the uses specified in the Urban Renewal Plan and in accordance with this Agreement by constructing certain Minimum Improvements (as hereafter defined) on the Development Property; and

WHEREAS, the City believes that the development of the Development Property pursuant to this Agreement and the fulfillment generally of this Agreement, are in the vital and best interests of the residents of the City, and in accord with the public purposes and provisions of the applicable State and local laws and requirements under which the foregoing project has been undertaken and is being assisted, including but not limited to Chapters 15A and 403 of the Code of Iowa.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the others as follows:

ARTICLE I. DEFINITIONS

Section 1.1. Definitions. In addition to other definitions set forth in this Agreement, all capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

Agreement means this Agreement and all appendices hereto, as the same may be from time to time modified, amended or supplemented.

Assessment Agreement means the Minimum Assessment Agreement substantially in the form of the agreement contained in Exhibit D attached hereto and hereby made a part of this Agreement, among the Developer, the City and the Assessor for the County, entered into pursuant to Article VI of this Agreement.

Assessor's Minimum Actual Value means the agreed minimum actual taxable value of the Minimum Improvements to be constructed on the Development Property for calculation and assessment of real property taxes as set forth in the Assessment Agreement.

Building Permit Valuation Amount means the amount described in Section 3.2 of this Agreement.

Certificate of Completion means a certification in the form of the certificate attached hereto as Exhibit C and hereby made a part of this Agreement.

City or Cedar Falls means the City of Cedar Falls, Iowa, or any successor to its functions.

Code of Iowa means the Code of Iowa, 2017, as amended.

Commencement Date means the date of the issuance by the City of a City issued building permit for the Minimum Improvements.

Construction Plans means the plans, specifications, drawings and related documents of the construction work to be performed by the Developer on the Development Property; the plans (a) shall be as detailed as the plans, specifications, drawings and related documents which are submitted to the building inspector of the City, and (b) shall include at least the following: (1) site plan; (2) foundation plan; (3) basement plans; (4) floor plan for each floor; (5) cross sections of each (length and width); (6) elevations (all sides); and (7) landscape plan.

County means the County of Black Hawk, Iowa.

Item E.5.

Deed means the form of Quit Claim Deed substantially in the form contained in Exhibit G attached hereto, by which the City shall convey the Development Property to the Developer.

Developer means FN Investors, L.L.C.

Development Property means that portion of the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area of the City described in Exhibit A hereto.

Event of Default means any of the events described in Section 10.1 of this Agreement.

Lab/Office Facility means the Minimum Improvements.

Minimum Improvements shall mean the construction of a Lab/Office Facility totaling at least 20,600 square feet of finished space, together with all related site improvements described in the Construction Plans, as outlined in Exhibit B hereto, including the land.

Mortgage means any mortgage or security agreement in which the Developer has granted a mortgage or other security interest in the Development Property, or any portion or parcel thereof, or any improvements constructed thereon.

Net Proceeds means any proceeds paid by an insurer to the Developer under a policy or policies of insurance required to be provided and maintained by the Developer pursuant to Article V of this Agreement and remaining after deducting all expenses (including fees and disbursements of counsel) incurred in the collection of such proceeds.

Ordinance shall mean Ordinance(s) of the City under which the taxes levied on the taxable property in the Urban Renewal Area shall be divided, with a portion of said taxes to be paid into the Urban Renewal Tax Increment Revenue Fund, referred to and authorized by Section 403.19(2) of the Code of Iowa.

Project shall mean the construction and operation of the Minimum Improvements, as described in this Agreement and the Exhibits hereto.

State means the State of Iowa.

Tax Increments means the property tax increment revenues on the Minimum Improvements and Development Property divided and made available to the City for deposit in the Cedar Falls Unified Highway 58 Corridor Urban Renewal Tax Increment Revenue Fund, under the provisions of Section 403.19 of the Code of Iowa and the Ordinance.

Termination Date means the date of expiration of the Assessment Agreement, as provided in Section 11.9 of this Agreement.

Unavoidable Delays means delays resulting from acts or occurrences outside the reasonable control of the party claiming the delay including but not limited to storms, floods, fires, explosions or other casualty losses, unusual weather conditions, strikes, boycotts, lockouts or other labor disputes, delays in transportation or delivery of material or equipment, litigation commenced by third parties, or the acts of any federal, State or local governmental unit (other than the Party claiming the delay).

Urban Renewal Area means the area included within the boundaries of the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area, as amended.

Urban Renewal Plan means the Urban Renewal Plan approved in respect of the Cedar Falls Unified Highway 58 Urban Corridor Renewal Area, described in the preambles hereof.

ARTICLE II. REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of the City. The City makes the following representations and warranties:

- (a) The City is a municipal corporation and political subdivision organized under the provisions of the Constitution and the laws of the State and has the power to enter into this Agreement and carry out its obligations hereunder.
- (b) This Agreement has been duly and validly authorized, executed and delivered by the City and, assuming due authorization, execution and delivery by the Developer, is in full force and effect and is a valid and legally binding instrument of the City enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.
- (c) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, nor will they result in a breach of, the terms, conditions or provisions of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the City is now a party or by which it is bound, nor do they constitute a default under any of the foregoing.

Item E.5.

- (d) The City has not received any notice from any State or federal official that the activities of the Developer with respect to the Development Property may or will be in violation of any environmental law or regulation (other than those notices, if any, of which the Developer has previously been notified in writing). The City is not currently aware of any State or federal claim filed or planned to be filed by any party relating to any violation of any local, State or federal environmental law, regulation or review procedure applicable to the Development Property, and the City is not currently aware of any violation of any local, State or federal environmental law, regulation or review procedure which would give any person a valid claim under any State or federal environmental statute with respect thereto.
- (e) The City will cooperate fully with the Developer in resolution of any building, traffic, parking, trash removal or public safety problems which may arise in connection with the design, construction and operation of the Minimum Improvements, including but not limited to any problems which may arise with respect to traffic at the intersections where access drives on the Development Property meet roadways or streets owned by the City.
- (f) The City would not undertake its obligations under this Agreement without the consideration being made to the City pursuant to this Agreement.
- (g) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City, and not of any governing body member, officer, agent, servant or employee of the City in the individual capacity thereof.
- (h) The Development Property is zoned “M-1-P, Planned Industrial District”. The “M-1-P, Planned Industrial District” zoning classification permits by right the construction, equipping and operation of the Minimum Improvements.

Section 2.2. Representations and Warranties of the Developer. The Developer makes the following representations and warranties:

- (a) The Developer is a limited liability company duly organized and validly existing under the laws of the State of Iowa, is properly authorized to conduct business in the State of Iowa, and has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under the Agreement.

- (b) The Developer desires to construct a Lab/Office Facility ("Minimum Improvements") on the 4.60 acre Development Property, which is to be acquired by the Developer pursuant to this Agreement, and which is more particularly described in Exhibit A.
- (c) This Agreement has been duly and validly authorized, executed and delivered by the Developer and, assuming due authorization, execution and delivery by the other parties hereto, is in full force and effect and is a valid and legally binding instrument of the Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.
- (d) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, nor will they result in a violation or breach of, the terms, conditions or provisions of the certificate of organization and operating agreement, together with all amendments thereto, of the Developer or of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it or its properties are bound, nor do they constitute a default under any of the foregoing.
- (e) There are no actions, suits or proceedings pending or threatened against or affecting the Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position or results of operations of the Developer or which in any manner raises any questions affecting the validity of the Agreement or the ability of Developer to perform its obligations under this Agreement.
- (f) The Developer will cause the Minimum Improvements to be constructed in accordance with the terms of this Agreement, the Urban Renewal Plan and all local, State and federal laws and regulations, except for variances necessary to construct the Minimum Improvements contemplated in the Construction Plans.
- (g) The Developer will use its best efforts to obtain, or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, State, and federal laws and regulations which must be obtained or met before the Minimum Improvements may be lawfully constructed.

Item E.5.

- (h) The construction of the Minimum Improvements will require a total investment of not less than Two Million Five Hundred Thousand Dollars and no/100 Dollars (\$2,500,000.00), and a taxable valuation of Two Million Eight Hundred Thousand Dollars and no/100 Dollars (\$2,800,000) is reasonable for the Minimum Improvements and the land that together comprise the Development Property.
- (i) The Developer has not received any notice from any local, State or federal official that the activities of the Developer with respect to the Development Property may or will be in violation of any environmental law or regulation (other than those notices, if any, of which the City has previously been notified in writing). The Developer is not currently aware of any State or federal claim filed or planned to be filed by any party relating to any violation of any local, State or federal environmental law, regulation or review procedure applicable to the Development Property, and the Developer is not currently aware of any violation of any local, State or federal environmental law, regulation or review procedure which would give any person a valid claim under any State or federal environmental statute with respect thereto.
- (j) The Developer has equity funds and/or has commitments for financing in amounts sufficient to successfully complete the construction of the Minimum Improvements, in accordance with the Construction Plans contemplated by this Agreement.
- (k) The Developer will cooperate fully with the City in resolution of any traffic, parking, trash removal or public safety problems which may arise in connection with the construction and operation of the Minimum Improvements, including but not limited to any problems which may arise with respect to traffic at the intersections where access drives on the Development Property meet roadways or streets owned by the City.
- (l) The Developer expects that, barring Unavoidable Delays, the Minimum Improvements will be substantially completed by the 31st day of March, 2019.
- (m) The Developer would not undertake its obligations under this Agreement without the consideration being made to the Developer pursuant to this Agreement.
- (n) All covenants, stipulations, promises, agreements and obligations of the Developer contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Developer, and not of any member, officer, agent, servant or employee of the Developer in the individual capacity thereof.

ARTICLE III. CONSTRUCTION OF MINIMUM IMPROVEMENTS

Section 3.1. Construction of Minimum Improvements. The Developer agrees that it will cause the Minimum Improvements to be constructed on the Development Property in conformance with the Construction Plans submitted to the City. The Developer agrees that the scope and scale of the Minimum Improvements to be constructed shall not be significantly less than the scope and scale of the Minimum Improvements as detailed and outlined in the Construction Plans, and shall in no event require a total investment of less than Two Million Five Hundred Thousand Dollars and no/100 Dollars (\$2,500,000.00).

Section 3.2 Building Permit Valuation Amount. The Developer shall apply to the City for a building permit, and shall pay all necessary permit fees in connection with the construction of the Minimum Improvements on the Development Property, based upon a building permit valuation amount (hereinafter the "Building Permit Valuation Amount") of a minimum of Two Million Five Hundred Thousand Dollars and no/100 Dollars (\$2,500,000.00), by no later than the 1st day of August, 2018.

Section 3.3. Construction Plans. The Developer shall cause Construction Plans to be provided for the Minimum Improvements which shall be subject to approval by the City as provided in this Section 3.3. The Construction Plans shall be in conformity with the Urban Renewal Plan, this Agreement, and all applicable federal, State and local laws and regulations, except for variances the Developer and the City agree are necessary to construct or operate the Minimum Improvements. The City shall approve the Construction Plans in writing if: (a) the Construction Plans conform to the terms and conditions of this Agreement; (b) the Construction Plans conform to the terms and conditions of the Urban Renewal Plan; (c) to the best of City's knowledge, the Construction Plans conform to all applicable federal, State and local laws, ordinances, rules and regulations and City permit requirements; (d) the Construction Plans are adequate for purposes of this Agreement to provide for the construction of the Minimum Improvements and (e) no Event of Default under the terms of this Agreement has occurred; provided, however, that any such approval of the Construction Plans pursuant to this Section 3.3 shall constitute approval for the purposes of this Agreement only and shall not be deemed to constitute approval or waiver by the City with respect to any building, fire, zoning or other ordinances or regulations of the City, and shall not be deemed to be sufficient plans to serve as the basis for the issuance of a building permit if the Construction Plans are not as detailed or complete as the plans otherwise required for the issuance of a building permit. The site plans submitted by the Developer to the building official of the City for the Development Property shall be adequate to serve as the Construction Plans, if such site plans are approved by the building official.

Approval of the Construction Plans by the City shall not relieve the Developer of any obligation to comply with the terms and provisions of this Agreement, or the

Item E.5.

provisions of applicable federal, State and local laws, ordinances and regulations, nor shall approval of the Construction Plans by the City be deemed to constitute a waiver of any Event of Default.

Approval of Construction Plans hereunder is solely for purposes of this Agreement, and shall not constitute approval for any other City purpose nor subject the City to any liability for the Minimum Improvements as constructed.

Section 3.4. Commencement and Completion of Construction. Subject to Unavoidable Delays, the Developer shall cause construction of the Minimum Improvements to be undertaken by no later than the 1st day of August, 2018, and completed (i) by no later than the 31st day of March, 2019, or (ii) by such other date as the parties shall mutually agree upon in writing. Time lost as a result of Unavoidable Delays shall be added to extend the completion date by a number of days equal to the number of days lost as a result of Unavoidable Delays. However, an extension of the completion of the Minimum Improvements shall not affect the date upon which the Assessor's Minimum Actual Value shall become effective. All work with respect to the Minimum Improvements to be constructed or provided by the Developer on the Development Property shall be in conformity with the Construction Plans as submitted by the Developer and approved by the City. The Developer agrees that it shall permit designated representatives of the City to enter upon the Development Property during the construction of the Minimum Improvements to inspect such construction.

Section 3.5. Certificate of Completion. Upon written request of the Developer after issuance of an occupancy permit for the Minimum Improvements, the City will furnish the Developer with a Certificate of Completion in recordable form, in substantially the form set forth in Exhibit C attached hereto. Such Certificate of Completion shall be a conclusive determination of satisfactory termination of the covenants and conditions of this Agreement with respect to the obligations of the Developer to cause construction of the Minimum Improvements.

The Certificate of Completion may be recorded in the Black Hawk County Recorder's office at the Developer's sole expense. If the City shall refuse or fail to provide a Certificate of Completion in accordance with the provisions of this Section 3.5, the City shall, within twenty (20) days after written request by the Developer, provide to the Developer a written statement indicating in adequate detail in what respects the Developer has failed to complete the Minimum Improvements in accordance with the provisions of this Agreement, or is otherwise in default under the terms of this Agreement, and what measures or acts it will be necessary, in the opinion of the City, for the Developer to take or perform in order to obtain such Certificate of Completion.

ARTICLE IV. RESTRICTIONS UPON USE OF DEVELOPMENT PROPERTY

Section 4.1. Restrictions on Use. The Developer shall:

- (a) Use the Development Property for any lawful use, and devote the Development Property to, and only to and in accordance with, the uses specified in the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan until the Termination Date; and
- (b) Not discriminate upon the basis of race, creed, color, sex, gender, age, disability or national origin in the sale, lease, or rental or in the use or occupancy of the Development Property or any improvements erected or to be erected thereon, or any part thereof.
- (c) It is intended and agreed that the agreements and covenants provided in this Section shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Agreement, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the City, its successors and assigns, as against every successor in interest to the Development Property, or any part thereof or any interest therein, and as against any party in possession or occupancy of the Development Property or any part thereof. It is further intended and agreed that the agreements and covenants provided in subdivisions (a) and (b) of this Section shall remain in effect only through the Termination Date.
- (d) It is intended and agreed that the City and its successors and assigns shall be deemed beneficiaries of the agreements and covenants provided in this Section, both for and in its own right and also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants have been provided. Such agreements and covenants shall run in favor of the City, until the Termination Date, during which time such agreements and covenants shall be in force and effect, without regard to whether the City has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such agreements and covenants relate. The City shall have the right, in the event of any breach of any such agreement or covenant, to exercise all the rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which it or any other beneficiaries of such agreement or covenant may be entitled.

Item E.5.

ARTICLE V. INSURANCE AND CONDEMNATION

Section 5.1. Insurance Requirements.

- (a) The Developer will provide and maintain or cause to be maintained at all times during the process of constructing the Minimum Improvements (and, from time to time at the request of the City, furnish the City with proof of coverage or payment of premiums on):
- (i) Builder's risk insurance, written on the so-called "Builder's Risk -- Completed Value Basis", in an amount equal to one hundred percent (100%) of the insurable value of the Minimum Improvements at the date of completion, and with coverage available in nonreporting form on the so-called "all risk" form of policy;
 - (ii) Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance), together with an Owner's Contractor's Policy, with limits against bodily injury and property damage of at least \$2,000,000. The City shall be named as an additional insured for the City's liability or loss arising out of or in any way associated with the Minimum Improvements and arising out of any act, error, or omission of the Developer, its members, managers, officers, contractors and subcontractors or anyone else for whose acts the City may be held responsible (with coverage to the City at least as broad as that which is provided to the Developer and not lessened or avoided by endorsement). The policy shall contain a "severability of interests" clause and provide primary insurance over any other insurance maintained by the City.
 - (iii) Worker's compensation insurance, with statutory coverage.
- (b) Upon completion of construction of the Minimum Improvements and at all times prior to the Termination Date, the Developer shall maintain, or cause to be maintained, at its cost and expense (and from time to time at the request of the City shall furnish proof of coverage or the payment of premiums on) insurance as follows:
- (i) Insurance against loss and/or damage to the Minimum Improvements under a policy or policies covering such risks as are ordinarily insured against by similar businesses, including (without limiting the generality of the foregoing) fire, extended coverage, vandalism and malicious mischief, explosion, water damage, demolition cost, debris removal,

and collapse in an amount not less than the full insurable replacement value of the Minimum Improvements, but any such policy may have a deductible amount of not more than \$25,000. No policy of insurance shall be so written that the proceeds thereof will produce less than the minimum coverage required by the preceding sentence, by reason of co-insurance provisions or otherwise, without the prior consent thereto in writing by the City. The term "full insurable replacement value" shall mean the actual replacement cost of the Minimum Improvements (excluding foundation and excavation costs and costs of underground flues, pipes, drains and other uninsurable items) and equipment, and shall be determined from time to time at the request of the City, but not more frequently than once every three years, by an insurance consultant or insurer selected and paid for by the Developer and approved by the City.

- (ii) Comprehensive general public liability insurance, including personal injury liability for injuries to persons and/or property, including any injuries resulting from the operation of automobiles or other motorized vehicles on or about the Development Property, in the minimum amount for each occurrence and for each year of \$2,000,000.
 - (iii) Such other insurance, including worker's compensation insurance respecting all employees of the Developer, in such amount as is customarily carried by like organizations engaged in like activities of comparable size and liability exposure.
- (c) All insurance required by this Article V to be provided prior to the Termination Date shall be taken out and maintained in responsible insurance companies selected by the Developer which are authorized under the laws of the State to assume the risks covered thereby. The Developer will deposit annually with the City copies of policies evidencing all such insurance, or a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect. Unless otherwise provided in this Article V, each policy shall contain a provision that the insurer shall not cancel or modify it without giving written notice to the Developer and the City at least thirty (30) days before the cancellation or modification becomes effective. Not less than fifteen (15) days prior to the expiration of any policy, the Developer shall furnish the City evidence satisfactory to the City that the policy has been renewed or replaced by another policy conforming to the provisions of this Article V, or that there is no necessity therefor under the terms hereof. In lieu of separate policies, Developer may maintain a single policy, or blanket or umbrella policies, or a combination thereof, which provide the total coverage required herein, in which event the Developer shall deposit with the City a

Item E.5.

certificate or certificates of the respective insurers as to the amount of coverage in force upon the Minimum Improvements.

- (d) Developer agrees to notify the City immediately in the case of damage exceeding \$25,000 in amount to, or destruction of, the Minimum Improvements or any portion thereof resulting from fire or other casualty. Net Proceeds of any such insurance shall be paid directly to the Developer, and Developer will forthwith repair, reconstruct and restore the Minimum Improvements to substantially the same or an improved condition or value as they existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, the Developer will apply the Net Proceeds of any insurance relating to such damage received by Developer to the payment or reimbursement of the costs thereof. The provisions of this paragraph shall apply to casualties that occur prior to the Termination Date.
- (e) The Developer shall complete the repair, reconstruction and restoration of the Minimum Improvements, whether or not the Net Proceeds of insurance received by Developer for such purposes are sufficient.

Section 5.2. Condemnation. In the event that title to and possession of the Minimum Improvements or any other material part thereof shall be taken in condemnation or by the exercise of the power of eminent domain by any governmental body or other person (except the City), so long as the Assessment Agreement shall remain in effect, the Developer or his successor shall, with reasonable promptness after such taking, notify the City as to the nature and extent of such taking.

Section 5.3. Reconstruction or Payment. Upon receipt of any Condemnation Award or property insurance proceeds, the Developer shall use the entire Condemnation Award to reconstruct the Minimum Improvements (or, in the event only a part of Minimum Improvements have been taken, then to reconstruct such part) upon the Development Property or elsewhere within the Urban Renewal Area.

ARTICLE VI. ASSESSMENT AGREEMENT AND OTHER COVENANTS

Section 6.1. Execution of Assessment Agreement. The Developer shall agree to, and with the City shall execute, concurrently with the execution of this Agreement, an Assessment Agreement pursuant to the provisions of Section 403.19, Code of Iowa, substantially in the form and content of Exhibit D attached hereto, specifying the Assessor's Minimum Actual Value for the Minimum Improvements to be constructed on the Development Property for calculation of real property taxes. Specifically, the Developer shall agree to a minimum actual taxable value for the Minimum Improvements

and the land that together comprise the Development Property, which will result in a minimum actual taxable value upon substantial completion of the Minimum Improvements, but no later than January 1, 2020, of not less than Two Million Eight Hundred Thousand Dollars and no/100 Dollars (\$2,800,000.00) (such minimum actual taxable value at the time applicable is herein referred to as the "Assessor's Minimum Actual Value"). Nothing in the Assessment Agreement shall limit the discretion of the Assessor to assign an actual taxable value to the Minimum Improvements or the land, in excess of such Assessor's Minimum Actual Value nor prohibit the Developer or its successors from seeking through the exercise of legal or administrative remedies a reduction in such actual taxable value for property tax purposes; provided, however, that the Developer or its successors shall not seek a reduction of such actual taxable value below the Assessor's Minimum Actual Value in any year so long as the Assessment Agreement shall remain in effect. The Assessment Agreement shall remain in effect until the 31st day of December, 2030 (the "Termination Date"). The Assessment Agreement shall be certified by the Assessor for the County as provided in Section 403.19 of the Code of Iowa, and shall be filed for record in the office of the County Recorder of the County, and such filing shall constitute notice to any subsequent encumbrancer or purchaser of the Development Property (or part thereof), whether voluntary or involuntary, and such Assessment Agreement shall be binding and enforceable in its entirety against any such subsequent purchaser or encumbrancer, as well as any prior encumbrancer consenting thereto.

Section 6.2. Maintenance of Properties. The Developer will maintain, preserve and keep the Minimum Improvements in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals and additions, until the Termination Date.

Section 6.3 Maintenance of Records. The Developer will keep at all times proper books of record and account in which full, true and correct entries will be made of all dealings and transactions of or in relation to the business and affairs of the Developer in accordance with generally accepted accounting principles, consistently applied throughout the period involved, and Developer will provide reasonable protection against loss or damage to such books of record and account. The provisions of this paragraph shall apply for all periods prior to the Termination Date.

Section 6.4. Compliance with Laws. The Developer will comply with all laws, rules and regulations relating to the Minimum Improvements, other than laws, rules and regulations the failure to comply with which or the sanctions and penalties resulting therefrom, would not have a material adverse effect on the Developer's business, property, operations, or condition, financial or otherwise. The provisions of this paragraph shall apply for all periods prior to the Termination Date.

Item E.5.

Section 6.5. Real Property Taxes. The Developer shall pay, when due, all real property taxes and assessments payable with respect to all and any parts of the Development Property acquired and owned by it.

The Developer and its successors agree that prior to the Termination Date:

- (a) It will not seek any tax exemption (except as may be granted under Section 8.8 of this Agreement), either presently or prospectively authorized under any State or federal law with respect to taxation of real property contained on the Development Property between the date of execution of this Agreement and the Termination Date. The foregoing shall not impair any rights to appeal the valuation set by the Black Hawk County Assessor as provided by law, but subject to the terms of the Assessment Agreement.
- (b) It will not seek administrative review or judicial review of the applicability or constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Development Property, Minimum Improvements or to the Developer or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings.
- (c) It will not seek any tax deferral or abatement, except abatement, if any, that is specifically provided for in this Agreement, either presently or prospectively authorized under Iowa Code Chapter 403 or 404, or any other local, State or federal law, of the taxation of real property contained on the Development Property between the date of execution of this Agreement and the Termination Date.

Section 6.6. Sales Tax. The Developer shall pay all sales tax payable with respect to the Minimum Improvements.

Section 6.7. Utility Usage. The Developer agrees for itself and its successors and assigns, specifically including all commercial tenants and all other persons, firms or other entities operating any business on the Development Property or any portion thereof, that for all periods up to the Termination Date that all utility needs for the Lab/Office Facility shall be furnished from City-owned utilities, including electricity, natural gas, water, sanitary sewer, cable television, internet and other fiber-optic communications, including telephony (if and when telephony is available through City-owned utilities). Although this shall be the sole source for such utility services, the Developer and its successors and assigns, as defined and described in this section, shall not, however, have any obligation or duty to use or take any minimum amount, and shall have no obligation to pay any amount in excess of the generally applicable rates for like users based upon actual use.

Section 6.8. Annual Certification. To assist the City in monitoring and performance of Developer hereunder, a duly authorized officer of the Developer shall annually provide to the City: (a) proof that all ad valorem taxes on the Development Property have been paid for the prior fiscal year; and (b) certification that, to the best of such officer's knowledge during the preceding twelve (12) months, the Developer was not in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certificate or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto. Such statement, proof and certificate shall be provided not later than November 1 of each year, commencing November 1, 2020, and ending on November 1, 2031, both dates inclusive.

Section 6.9. Use of Tax Increments. The City shall be free to use any and all Tax Increments collected in respect of the Development Property for any purpose for which the Tax Increments may lawfully be used pursuant to the provisions of the Urban Renewal Act; and the City shall have no obligations to the Developer with respect to the use of such increments.

Section 6.10. Opinion of Counsel. Concurrent with execution of this Agreement, Developer shall cause its counsel to execute and deliver to City an Opinion of Counsel substantially in the form and of the content of Exhibit E attached hereto.

Section 6.11. Provisions To Be Included In Leases Covering Development Property. The Developer agrees to include provisions in each commercial lease agreement the Developer enters into with any tenant that will occupy the Development Property or operate a business thereon, for all periods up to the Termination Date, which provide as follows: (a) that tenant acknowledges that the leased premises are part of the Development Property and are subject to the terms and conditions of this Agreement; (b) that this Agreement is binding upon Developer's successors and assigns, specifically including all commercial tenants; (c) that certain of the terms and conditions of this Agreement specifically impact the tenant's use of and conduct of its business operations on the Development Property, which terms and conditions include, but are not necessarily limited to, Sections 4.1, 5.1(b), 6.2, 6.7, 7.2, 7.3 and 11.2; and (d) that the tenant agrees to operate its business and conduct its operations on the Development Property in a manner consistent with all of the terms and conditions of this Agreement.

Section 6.12. Relocation. Developer agrees and covenants that it shall not, absent written consent from the City, sell or lease the Minimum Improvements or Development Property to any enterprise that is relocating ("Relocating") to the City from another part of Black Hawk County or a contiguous county during the term (the "Term") of this

Item E.5.

Relocation provision (the “Relocation Provision”). “Relocating” or “Relocation” means the closure or substantial reduction of an enterprise’s existing operations in one area of the State and the initiation of substantially the same operation in the same county or a contiguous county in the State. The Term of this Relocation Provision will expire on the Termination Date as described in Section 11.9. In general, urban renewal incentives cannot be used for projects that involve a Relocating enterprise (whether the relocating enterprise is the developer, land owner, tenant, or otherwise) unless there is a written agreement regarding the use of economic incentives between the city where the business is currently located and the city to which the business is Relocating, either specific to this Project or in general (i.e., a fair play or neutrality agreement), or if the City finds that the use of tax increments in connection with the Relocation is in the public interest, which means that the business has provided a written affirmation that it is considering moving part or all of its operations out of the State and such action would result in either significant employment or wage loss in Iowa. Developer understands and agrees that if it sells or leases to a Relocating enterprise in violation of the Relocation Provision, as determined by the City in its sole discretion, such action shall be deemed an Event of Default under this Agreement, and, in addition to any remedies set forth in Section 10.2:

- (i) Developer shall be ineligible to receive any future property tax abatements that are provided for under Section 8.8 of this Agreement;
- (ii) Developer shall be responsible for paying the City an amount equal to the property tax abatements received by Developer under Section 8.8 of this Agreement, with interest thereon at the highest rate permitted by State law; and
- (iii) If Developer received all or a portion of the Development Property from the City for less than the full fair market value of the Development Property (“Full Value”), then the Developer shall pay the City the difference between the Full Value of the Development Property and what the Developer actually paid the City for such property. At the request of the City (which request need not be in writing), the Full Value of the Development Property shall be established by a licensed, certified appraiser to be selected by the City. Developer shall be responsible for paying any fees or costs associated with obtaining such appraisal.

ARTICLE VII. PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER

Section 7.1. Representation As to Development. The Developer represents and agrees that the purchase and improvement of the Development Property, and the other undertakings pursuant to this Agreement, are, and will be used, for the purpose of development of the Development Property and not for speculation in land holding. The Developer further acknowledges:

- (a) the importance of the development of the Development Property to the general welfare of the community;
- (b) the substantial financing and other public aids that have been made available by law and by the City for the purpose of making such development possible; and
- (c) the fact that any act or transaction involving or resulting in a significant change of control of the development, is for practical purposes a transfer or disposition of the Development Property then owned and operated by the Developer, and the qualifications and identity of the Developer are of particular concern to the community and the City. The Developer further recognizes that it is because of such qualifications and identity that the City is entering into this Agreement with the Developer.

Section 7.2. Prohibition Against Transfer of Property and Assignment of Agreement. Except as otherwise expressly provided for in Section 7.4, Transfer of Interest in Developer or Transfer of Development Property to Permitted Transferees, for the foregoing reasons the Developer represents and agrees for itself, and its successors and assigns, that in addition to the provisions of Section 6.12 of this Agreement, prior to termination of the Termination Date:

- (a) Except only for (i) the purpose of obtaining financing necessary to enable the Developer to perform its obligations with respect to making the Minimum Improvements under this Agreement, (ii) leases to commercial tenants for all or a portion of the Minimum Improvements, and (iii) any other purpose authorized by this Agreement, the Developer (except as so authorized) has not made or created, and that the Developer will not, prior to the Termination Date, make or create, or suffer to be made or created, any total or partial sale, assignment, or conveyance, or any trust or power, or transfer in any other mode or form of or with respect to this Agreement or the Development Property, or any part thereof or any interest therein, or any contract or agreement to do any of the same, without the prior written approval of the City.
- (b) The City shall be entitled to require, except as otherwise provided in this Agreement, as conditions to any such approval that:
 - (1) Any proposed transferee shall have the qualifications and financial responsibility, as determined by the City, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Developer (or, in the event the transfer is of or relates to part of the

Item E.5.

Development Property, such obligations to the extent that they relate to such part).

- (2) Any proposed transferee, by instrument in writing satisfactory to the City and in form recordable among the land records, shall, for itself and its successors and assigns, and expressly for the benefit of the City, have expressly assumed all of the obligations of the Developer under this Agreement and shall have agreed to be subject to all the conditions and restrictions to which the Developer is subject (or, in the event the transfer is of or relates to part of the Development Property, such obligations, conditions, and restrictions to the extent that they relate to such part): Provided, That the fact that any transferee of, or any other successor in interest whatsoever to, the Development Property, or any part thereof, shall, whatever the reason, not have assumed such obligations or so agreed, shall not (unless and only to the extent otherwise specifically provided in this Agreement or agreed to in writing by the City) relieve or exempt such transferee or successor of or from such obligations, conditions, or restrictions, or deprive or limit the City of or with respect to any rights or remedies or controls with respect to the Development Property or the construction of the Minimum Improvements; it being the intent of this provision, together with other provisions of this Agreement, that (to the fullest extent permitted by law and equity and excepting only in the manner and to the extent specifically provided otherwise in this Agreement) no transfer of, or change with respect to, ownership in the Development Property or any part thereof, or any interest therein, however consummated or occurring, and whether voluntary or involuntary, shall operate, legally or practically, to deprive or limit the City of or with respect to any rights or remedies or controls provided in or resulting from this Agreement with respect to the Development Property and the construction of the Minimum Improvements that the City would have had, had there been no such transfer or change.
- (3) Except leases to commercial tenants for all or a portion of the Minimum Improvements as provided in subsection (a)(ii) of this section, there shall be submitted to the City for review all instruments and other legal documents involved in effecting transfer; and if approved by the City, its approval shall be indicated to the Developer in writing.

Provided, further, that in the absence of specific written agreement by the City to the contrary, no such transfer or approval by the City thereof shall be deemed to relieve the

Developer, or any other party bound in any way by this Agreement or otherwise with respect to the construction of the Minimum Improvements, from any of its obligations with respect thereto.

Section 7.3. Approvals. Any approval of a transfer of interest in the Developer, this Agreement, or the Development Property required to be given by the City under this Article VII may be denied only in the event that the City reasonably determines that the ability of the Developer to perform its obligations under this Agreement and its statutory duty, as owner, to pay ad valorem real property taxes assessed with respect to the Development Property, or the overall financial security provided to the City under the terms of this Agreement, or the likelihood of the Minimum Improvements being successfully constructed and operated pursuant to the terms of this Agreement, will be materially impaired by the action for which approval is sought.

Section 7.4. Transfer of Interest in Developer or Transfer of Interest in Development Property to Permitted Transferee. Notwithstanding the provisions of Sections 7.2 and 7.3, the City and the Developer agree that a transfer of ownership of the Development Property to a newly established corporation or limited liability company the ownership of which consists solely of the members of Developer (the “Permitted Transferee”), shall not trigger the provisions of Section 7.2 or Section 7.3, provided, however, that any transfer of the Development Property to the Permitted Transferee shall require the Permitted Transferee to agree in writing with the City (a) to expressly assume all of the obligations of the Developer under this Agreement, and (b) to agree to be subject to all of the conditions and restrictions to which the Developer is subject (or, in the event the transfer is of or relates to only part of the Development Property, such obligations, conditions, and restrictions to the extent that they relate to such part). Upon execution of an agreement in writing by the Permitted Transferee that (a) assumes all of the obligations of the Developer under this Agreement and (b) agrees to be subject to all of the conditions and restrictions to which the Developer is subject, the transfer of the Development Property, or the part thereof, shall be deemed approved upon delivery of such written assumption agreement to the City Clerk of the City.

ARTICLE VIII. CONVEYANCE OF DEVELOPMENT PROPERTY; CONDITIONS

Section 8.1 Conveyance of Development Property. Subject to hearing and authorization required under law, the City shall make a conveyance of title to the Development Property to Developer without any additional consideration other than the Developer’s covenants as contained in this Agreement.

Section 8.2 Form of Deed. The City shall convey clear title to the Development Property to the Developer by Quit Claim Deed (hereinafter called the “Deed”). Such conveyance and title shall be subject to the conditions, covenants and restrictions contained in the Urban Renewal Plan and this Agreement, shall be subject to restrictive

Item E.5.

covenants, ordinances, and limited access provisions of record, if any, and to existing easements of record, but shall otherwise be free and clear of all other liens and encumbrances of record.

Section 8.3 Time and Place for Closing and Delivery of Deed. The City shall deliver the Deed and possession of the Development Property to the Developer on or before the 31st day of May, 2018, or on such other date as the parties hereto may mutually agree in writing (the "Closing Date").

Section 8.4 Recordation of Deed. The Developer shall promptly file the Deed for recordation among the land records in the office of the Recorder of the County. The Developer shall pay all costs for so recording the Deed.

Section 8.5 Abstract of Title. The City shall provide an abstract of title continued only to the date of filing of the plat. It shall be the Developer's responsibility to pay to have the abstract updated. This abstract shall become the property of the Developer at the time of delivery of the Deed.

Section 8.6 Conditions Precedent to Conveyance of Property. The City's obligation to convey title and possession of the Development Property to the Developer on the Closing Date shall be subject to satisfaction of the following conditions precedent:

- (a) The Developer shall be in material compliance with all the terms and provisions of this Agreement;
- (b) The Developer shall have furnished the City with evidence, in a form reasonably satisfactory to the City (such as a letter of commitment from a bank or other lending institution), that the Developer has firm commitments for financing for the Project in an amount sufficient, together with equity commitments, to complete the Project in conformance with the Construction Plans, or the City shall have received such other evidence of the Developer's financial ability as in the reasonable judgment of the City is required for the Project;
- (c) Execution of an Assessment Agreement by the City, the County and the Developer pursuant to Section 6.1 of this Agreement; and
- (e) Receipt of an opinion of counsel to the Developer in the form attached hereto as Exhibit E.

Section 8.7 Failure to Commence Construction of Minimum Improvements. In the event the Developer has not made substantial progress towards commencement of construction of the Minimum Improvements on the Development Property by no later than

August 1, 2018, and commencement of construction does not appear imminent by no later than August 1, 2018, then Developer shall have committed an Event of Default within the meaning of Article X and Section 10.1 of this Agreement, and shall convey title to the Development Property to the City as provided in Section 10.2(d) of this Agreement by no later than October 1, 2018.

Section 8.8. Partial Property Tax Exemption. Subject to Developer's compliance with all of the terms and conditions of this Agreement, City agrees that the Developer may apply to Black Hawk County, Iowa, and to City, for a partial exemption from taxation of industrial property as may be provided by Sections 25-36 through 25-45 of the Cedar Falls Code of Ordinances, and by Chapter 427B, Code of Iowa, with respect to the actual value added by the Minimum Improvements. Subject to Developer's timely application and qualification under Sections 25-36 through 25-45 of the Cedar Falls Code of Ordinances, and Chapter 427B, Code of Iowa, the partial property tax exemption shall be according to the following schedule:

- (a) For the first assessment year after the Minimum Improvements are fully assessed – 75% exemption of the actual value added.
- (b) For the second assessment year after the Minimum Improvements are fully assessed – 60% exemption of the actual value added.
- (c) For the third assessment year after the Minimum Improvements are fully assessed – 45% exemption of the actual value added.
- (d) For the fourth assessment year after the Minimum Improvements are fully assessed – 30% exemption of the actual value added.
- (e) For the fifth assessment year after the Minimum Improvements are fully assessed – 15% exemption of the actual value added.

The obligation to timely and appropriately file an application for such exemption with the Black Hawk County Assessor shall be that of the Developer.

ARTICLE IX. INDEMNIFICATION

Section 9.1. Release and Indemnification Covenants.

- (a) The Developer releases the City and the governing body members, officers, agents, servants and employees thereof (hereinafter, for purposes of this Article IX, the "indemnified parties") from, covenants and agrees that the indemnified parties shall not be liable for, and agrees to indemnify, defend and hold harmless the indemnified parties against, any loss or damage to property

Item E.5.

or any injury to or death of any person occurring at or about or resulting from any defect in the Minimum Improvements.

- (b) Except for any willful misrepresentation, or any willful or wanton misconduct, or any unlawful act, or any negligent act or omission of the indemnified parties, Developer agrees to protect and defend the indemnified parties, now or forever, and further agrees to hold the indemnified parties harmless, from any claim, demand, suit, action or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from any violation of any agreement or condition of this Agreement by the Developer, including but not limited to claims for the construction, installation, ownership, and operation of the Minimum Improvements.
- (c) The indemnified parties shall not be liable for any damage or injury to the persons or property of the Developer or its officers, agents, servants or employees or any other person who may be about the Minimum Improvements due to any act of negligence, including a negligent failure to act, of any person, other than any act of negligence on the part of any such indemnified party or its officers, agents, servants or employees.
- (d) The provisions of this Article IX shall survive the termination of this Agreement.

ARTICLE X. REMEDIES

Section 10.1. Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement, any one or more of the following events:

- (a) Failure by the Developer to cause the construction of the Minimum Improvements to be commenced and completed pursuant to the terms, conditions and limitations of Article III of this Agreement, subject to Unavoidable Delays;
- (b) Failure by the Developer or its successors to cause the Minimum Improvements to be reconstructed when required pursuant to Article III of this Agreement.
- (c) Failure by the City to cause the Development Property to be conveyed to the Developer pursuant to the terms, conditions and limitations of Section 8.1 of this Agreement, subject to Unavoidable Delays;

- (d) Transfer of the Developer's ownership interest in the Development Property or any interest of Developer in this Agreement, or the assets of Developer in violation of the provisions of Article VII of this Agreement, until the Termination Date;
- (e) Failure by the Developer until the Termination Date, to pay ad valorem taxes on the Development Property (except as may be specifically excluded by exemption under Section 8.8 of this Agreement);
- (f) Failure by the Developer until the Termination Date to substantially observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement;
- (g) The holder of any Mortgage on the Development Property, or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable Mortgage documents;
- (h) Sale or lease of the Minimum Improvements or Development Property in violation of the provisions of Section 6.12, Relocation, of this Agreement;
- (j) The Developer shall:
 - (i) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended, or under any similar federal or state law; or
 - (ii) make an assignment for the benefit of its creditors; or
 - (iii) admit in writing its inability to pay its debts generally as they become due; or
 - (iv) be adjudicated a bankrupt or insolvent; or if a petition or answer proposing adjudication as a bankrupt or reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of the Developer or the Minimum Improvements, or part thereof, shall be appointed in any proceedings brought against the Developer and shall not be discharged within ninety (90) days after such appointment, or if the Developer shall consent to or acquiesce in such appointment; or

Item E.5.

- (k) Any obligation, representation or warranty made by any party to this Agreement, any Exhibit hereto, or made by any party in any written statement or certificate pursuant to this Agreement, shall prove to have been incorrect, incomplete or misleading in any material respect on or as of the date of the issuance or making thereof.

Section 10.2. Remedies on Default. Whenever any Event of Default referred to in Section 10.1 of this Agreement occurs and is continuing, any party not in default may take any one or more of the following actions after the giving of thirty (30) days' written notice to the party in default, and the holder of the Mortgage, of the Event of Default, but only if the Event of Default has not been cured within said thirty (30) days, or if the Event of Default cannot reasonably be cured within thirty (30) days and the party in default does not provide assurances reasonably satisfactory to the party giving notice that the Event of Default will be cured as soon as reasonably possible:

- (a) The party giving notice may suspend its performance under this Agreement until it receives assurances from the party in default, deemed adequate by the party giving notice, that the party in default will cure the default and continue performance under this Agreement;
- (b) The party who is not in default may withhold the Certificate of Completion;
- (c) The party who is not in default may take any action, including legal, equitable or administrative action, which may appear necessary or desirable to recover damages proximately caused by the Default, or to enforce performance and observance of any obligation, agreement, or covenant, under this Agreement.
- (d) In the event the Developer fails to perform any one or more of the material obligations described in Article III of this Agreement in a timely manner, Developer shall thereupon immediately convey title to the Development Property to the City, free and clear of all liens and encumbrances, but subject to restrictive covenants, ordinances, and limited access provisions of record, if any, and to existing easements, if any. Developer shall also establish to the satisfaction of City and its legal counsel that no labor has been performed and no materials have been furnished by any contractor, subcontractor, or any other person, firm or entity, in connection with any improvements made to the Development Property within the ninety (90) days immediately preceding the date of said conveyance. Developer shall also deliver to City an abstract of title covering the Development Property, certified to a date subsequent to the date of said conveyance, showing that marketable title to the Development Property is vested in Developer and complies with the requirements of this subsection. Developer shall pay to City all general property taxes and special

assessments, if any, due or to become due with respect to the Development Property, continuing until the Development Property is assessed to the City and is exempt from assessment for general property taxes by reason of its conveyance to and ownership by the City as a tax-exempt governmental body. Developer shall pay for all costs associated with conveyance of the Development Property to the City, including, but not limited to, abstracting, recording fees, and reasonable attorneys' fees. In the event the Developer fails to comply with the terms and conditions of this subsection (d) within the thirty (30) day period described in Section 10.2 of this Article, then the City may proceed as provided in Section 10.2(c) of this Article, to obtain a decree of specific performance against Developer for the conveyance of the Development Property to the City or, in lieu thereof, at the City's sole discretion, to obtain a judgment for monetary damages to compensate the City for the Developer's default, plus attorneys' fees and expenses as provided in Section 10.5.

Section 10.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the parties is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 10.4. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 10.5. Agreement to Pay Attorneys' Fees and Expenses. Whenever any Event of Default occurs and a party not in default shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of a party in default herein contained, the party in default agrees that it shall, on demand therefor, pay to the party not in default the reasonable fees of such attorneys and such other expenses as may be reasonably and appropriately incurred by the party not in default in connection therewith.

ARTICLE XI. MISCELLANEOUS

Section 11.1. Conflict of Interest. Developer agrees that, to its best knowledge and belief, no member, officer or employee of the City, or its designees or agents, nor any

Item E.5.

consultant or member of the governing body of the City, and no other public official of the City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Project, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of this Project at any time during or after such person's tenure.

Section 11.2. Non-Discrimination. In carrying out the construction and operation of the Minimum Improvements, the Developer shall not discriminate against any employee or applicant for employment because of race, creed, color, gender, sex, national origin, age or disability. The Developer shall insure that applicants for employment are employed, and the employees are treated during employment, without regard to their race, creed, color, gender, sex, national origin, age or disability.

Section 11.3. Notices. Whenever this Agreement requires or permits any consent, approval, notice, request, proposal, or demand (collectively, "Notice") from one party to another, the Notice must be in writing and shall be effective upon actual receipt by the intended recipient, at the following addresses:

DEVELOPER: Mr. Fred Rose
Member
FN Investors, L.L.C.
2014 W 8th Street
Cedar Falls, Iowa 50613

With a copy to: Mark S. Rolinger
Redfern, Mason, Larsen and Moore, P.L.C.
415 Clay Street
Cedar Falls, Iowa 50613

CITY City of Cedar Falls, Iowa
City Administrator
220 Clay Street
Cedar Falls, IA 50613

or to such other designated individual or officer or to such other address as any party shall have furnished to the other in writing in accordance herewith. Any party entitled to receive a Notice hereunder may change the address which it previously had specified for receiving the same, at any time and from time to time, by delivering a written change notice in accordance with the above provisions to the other parties at least five (5) business days prior to the effective date of such change.

Section 11.4. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 11.5. Provisions Not Merged With Deed. None of the provisions of this Agreement shall be merged by reason of the delivery of the Deed, and the Deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

Section 11.6. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 11.7. Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement between the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

Section 11.8. Successors and Assigns. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 11.9. Termination Date of Assessment Agreement. This Agreement shall terminate and be of no further force or effect with respect to the Minimum Improvements on the termination of the Minimum Assessment Agreement, as provided in Section 6.1 of this Agreement and in the Minimum Assessment Agreement, the form of which is attached hereto as Exhibit D.

Section 11.10. Memorandum of Agreement. The parties agree to execute and record a Memorandum of Agreement for Private Development, in substantially the form attached as Exhibit F, to serve as notice to the public of the existence and provisions of this Agreement, and the rights and interests held by the City by virtue hereof. Developer shall pay all costs of recording.

Section 11.11. Immediate Undertaking. All parties agree to undertake immediately upon execution of this Agreement all of those obligations which require immediate action.

Section 11.12. No Partnership or Joint Venture. The relationship herein created between the parties is contractual in nature and is in no way to be construed as creating a partnership or joint venture between the Developer and any or all of the other parties.

Section 11.13. Captions. The captions, headings, and arrangements used in this Agreement are for convenience only and shall not in any way affect, limit, amplify, or modify the terms and provisions hereof.

Item E.5.

Section 11.14. Number and Gender of Words. Whenever herein the singular number is used, the same shall include the plural where appropriate, and words of any gender shall include each other where appropriate.

Section 11.15. Invalid Provisions. If any provision of this Agreement or any agreement contemplated hereby is held to be illegal, void, invalid, or unenforceable under present or future laws effective during the term of such agreement; then: (i) such provision shall be fully severable; (ii) such agreement shall be construed and enforced as if such illegal, void, invalid, or unenforceable provision had never comprised a part of such agreement; and (iii) the remaining provisions of such agreement shall remain in full force and effect and shall not be affected by the illegal, void, invalid, or unenforceable provision or by its severance from such agreement. Furthermore, in lieu of such illegal, void, invalid, or unenforceable provision there shall be added automatically as a part of such agreement a provision as similar in terms to such illegal, void, invalid, or unenforceable provision as may be legal, valid, and enforceable, whether or not such a substitute provision is specifically provided for in such agreement. Notwithstanding the foregoing, in the event any provision involving material consideration by the City for the benefit of the Developer shall be held illegal, void, invalid or unenforceable, then the Developer shall have the right to cancel this Agreement, and upon such cancellation, this Agreement, in its entirety, shall be rendered null and void; however, in that event, Developer shall proceed as described in Section 10.2(d) of this Agreement.

Section 11.16. Multiple Counterparts. This Agreement has been executed in a number of identical counterparts, each of which is to be deemed an original for all purposes and all of which constitute collectively one agreement, but in making proof of this Agreement it shall not be necessary to produce or account for more than one such counterpart.

Section 11.17. Authorization. Each party hereto represents that prior to its execution hereof all necessary company, governmental or other appropriate action, as applicable, including without limitation resolutions of their governing boards or bodies, has been taken to authorize the execution of this Agreement and the performance by such party of its respective obligations hereunder.

Section 11.18. Time of the Essence. Time is of the essence with respect to all matters described in this Agreement and related documents.

Section 11.19. Survival. Each provision of this Agreement shall survive the occurrence of the other provisions of this Agreement to the extent necessary to ensure full performance of said surviving provision.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, and the Developer has caused this Agreement to be duly executed in its name and behalf by its member, all on or as of the day first above written.

(SEAL)

CITY OF CEDAR FALLS, IOWA

By: _____
James P. Brown, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC, City Clerk

FN Investors, L.L.C.,
an Iowa limited liability company

By: _____
Fred Rose, Member

By: _____
Nancy Rose, Member

DEVELOPER

STATE OF IOWA, COUNTY OF BLACK HAWK ss.

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

Notary Public in and for Black Hawk County, Iowa

Item E.5.

STATE OF IOWA, COUNTY OF BLACK HAWK, ss.

This record was acknowledged before me on the _____ day of _____, 2018, by Fred Rose, Member, and Nancy Rose, Member, FN Investors, L.L.C., an Iowa limited liability company.

Notary Public in and for the State of Iowa

EXHIBIT A

DEVELOPMENT PROPERTY

The Development Property is described as consisting of all that certain parcel or parcels of land located generally in the City of Cedar Falls, County of Black Hawk, State of Iowa, more particularly described as follows:

Lot 12, West Viking Road Industrial Park Phase I, and Lot 7, West Viking Road Industrial Park Phase II, City of Cedar Falls, Black Hawk County, Iowa (Contains 4.6 acres more or less).

Item E.5.

EXHIBIT B

MINIMUM IMPROVEMENTS

The Minimum Improvements shall consist of the construction of a Lab/Office Facility totaling at least 20,600 square feet of finished space, all as set forth in the Construction Plans and being as more particularly shown and in substantially the same configuration and scope as the Site Plans attached hereto and made a part hereof.

The Developer agrees to connect to the sanitary sewer, storm sewer, natural gas, electricity, water, underground telephone cable, internet and any other utilities services from their present locations to such location or locations on the Development Property as Developer deems appropriate, at its cost. The Developer also agrees to construct any driveway approaches and other paving, at its cost, in accordance with City ordinances.

The Developer also agrees to perform or cause to be performed all necessary grading, land preparation and all necessary building improvements, landscaping, storm water detention, signage, and all other site improvements, in all respects in entire conformity with all applicable codes and ordinances of the City, all at the Developer's cost. The submittal to City of plans for the construction of said improvements shall be in substantial conformity with the following schedule:

Schedule of Performance

<u>Activity to be Completed</u>	<u>Completion Date</u>
Issuance of Building Permit	August 1, 2018
Substantial Completion	March 31, 2019
Issuance of Occupancy Permit	March 31, 2019

EXHIBIT C

CERTIFICATE OF COMPLETION

WHEREAS, the CITY OF CEDAR FALLS, IOWA, a municipality (hereinafter called "City"), established pursuant to the Code of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2015 (Chapter 403 hereinafter called "Urban Renewal Act"); and FN Investors, L.L.C., (hereinafter called the "Developer"), an Iowa limited liability company having its principal place of business at 2014 W 8th Street, Cedar Falls, Iowa 50613; did on or about the ____ day of _____, 2018, make, execute and deliver, each to the other, an Agreement for Private Development (the "Agreement"), wherein and whereby Developer agreed, in accordance with the terms of the Agreement, to develop and maintain certain real property located within the City and as more particularly described as follows:

Lot 12, West Viking Road Industrial Park Phase I, and Lot 7, West Viking Road Industrial Park Phase II, City of Cedar Falls, Black Hawk County, Iowa (Contains 4.6 acres more or less).

(the "Development Property"); and

WHEREAS, the Agreement incorporated and contained certain covenants and restrictions with respect to the development of the Development Property, and obligated Developer to construct certain Minimum Improvements (as defined therein) in accordance with the Agreement; and

WHEREAS, Developer performed said covenants and conditions insofar as they relate to the construction of said Minimum Improvements in a manner deemed by the City to be in conformance with the approved building plans to permit the execution and recording of this certification.

NOW, THEREFORE, pursuant to the Agreement, this is to certify that all covenants and conditions of the Agreement with respect to the obligations of Developer and its successors and assigns, to construct the Minimum Improvements have been completed and performed by Developer and are hereby released absolutely and forever terminated insofar as they apply to the land described herein. The County Recorder of Black Hawk County is hereby authorized to accept for recording and to record the filing of this instrument, to be a conclusive determination of the satisfactory termination of the covenants and conditions of said Agreement with respect to the construction of the Minimum Improvements.

Item E.5.

All other provisions of the Agreement shall otherwise remain in full force and effect until termination as provided therein.

(SEAL)

THE CITY OF CEDAR FALLS, IOWA

By: _____
James P. Brown, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC, City Clerk

STATE OF IOWA)
) ss:
COUNTY OF BLACK HAWK)

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

Notary Public in and for Black Hawk County, Iowa

EXHIBIT D

MINIMUM ASSESSMENT AGREEMENT

THIS MINIMUM ASSESSMENT AGREEMENT, dated as of this _____ day of _____, 2018, by and among the CITY OF CEDAR FALLS, IOWA, (the "City"), and FN Investors, L.L.C., an Iowa limited liability company, (the "Developer"), and the COUNTY ASSESSOR for the County of Black Hawk, State of Iowa (the "Assessor").

WITNESSETH:

WHEREAS, on or before the date hereof the City and Developer have entered into an Agreement for Private Development dated as of _____, 2018 (the "Agreement") regarding certain real property located in the City legally described as:

Lot 12, West Viking Road Industrial Park Phase I, and Lot 7, West Viking Road Industrial Park Phase II, City of Cedar Falls, Black Hawk County, Iowa (Contains 4.6 acres more or less).

(the "Development Property"); and

WHEREAS, it is contemplated that pursuant to said Agreement, the Developer will undertake the development of the Development Property, which is within the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan; and

WHEREAS, pursuant to Section 403.6(19) of the Code of Iowa, 2017, as amended, the City and the Developer desire to establish a minimum actual taxable value for the facilities thereon to be constructed by the Developer pursuant to the Agreement (defined therein as the "Minimum Improvements"); and

WHEREAS, the City and the Assessor have reviewed the preliminary plans and specifications for the Minimum Improvements which it is contemplated will be erected.

NOW, THEREFORE, the parties to this Minimum Assessment Agreement, in consideration of the promises, covenants and agreements made by each other, do hereby agree as follows:

1. Upon substantial completion of construction of the above-referenced Minimum Improvements by the Developer, but no later than January 1, 2020, the minimum actual taxable value which shall be fixed for assessment purposes for the Minimum Improvements to be constructed on the Development Property by the Developer and the land that together comprise the Development Property, shall be not less than Two Million Eight Hundred Thousand Dollars and no/100 Dollars (\$2,800,000.00) (hereafter referred to as the "Minimum Actual Value") until termination of this Minimum Assessment Agreement. The parties hereto expect that the construction of the above-referenced Minimum Improvements will be completed on or before March 31, 2019.

Item E.5.

Nothing herein shall be deemed to waive the Developer's rights under Iowa Code Section 403.6(19) to contest that portion of any actual taxable value assignment made by the Assessor in excess of the Minimum Actual Value established herein, or any actual taxable value assignment made by the Assessor to the Minimum Improvements or to the 4.60 acres of land, which together comprise the Development Property. In no event, however, shall the Developer seek to reduce the actual taxable value assigned below the Minimum Actual Value established herein during the term of this Agreement.

2. The Minimum Actual Value herein established shall be of no further force and effect and this Minimum Assessment Agreement shall terminate on December 31, 2030.

3. This Minimum Assessment Agreement shall be promptly recorded by the Developer with the Recorder of Black Hawk County, Iowa. The Developer shall pay all costs of recording.

4. Neither the preambles nor provisions of this Minimum Assessment Agreement are intended to, or shall be construed as, modifying the terms of the Agreement between the City and the Developer.

5. This Minimum Assessment Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties, and all holders of mortgages upon or security interests in the Development Property, including the land and the Minimum Improvements, to secure any loans with respect to the Development Property, including the land and the Minimum Improvements.

THE CITY OF CEDAR FALLS, IOWA

By: _____
James P. Brown, Mayor

ATTEST:

Jacqueline Daniels, MMC, City Clerk

DEVELOPER:

EXHIBIT E

FORM OF LEGAL OPINION

City of Cedar Falls
Attn: City Clerk
City Hall
220 Clay Street
Cedar Falls, Iowa 50613

RE: Agreement for Private Development by and between the City of Cedar Falls, Iowa and FN Investors, L.L.C., an Iowa limited liability company

Gentlemen:

As counsel for FN Investors, L.L.C. (the "Developer"), and in connection with the execution and delivery of a certain Development Agreement (the "Development Agreement") between the Developer and the City of Cedar Falls, Iowa (the "City") dated as of _____, 2018, we hereby render the following opinion:

We have examined the original certified copy, or copies otherwise identified to our satisfaction as being true copies, of the following:

- (a) The certificate of organization and operating agreement, together with all amendments thereto, of the Developer;
- (b) Resolutions of the members of the Developer at which action was taken with respect to the transactions covered by this opinion;
- (c) The Development Agreement;

and such other documents and records as we have deemed relevant and necessary as a basis for the opinions set forth herein.

Based on the pertinent law, the foregoing examination and such other inquiries as we have deemed appropriate, we are of the opinion that:

1. The Developer has been duly organized and is validly existing as a limited liability company under the laws of the State of Iowa and is authorized to do business in the State of Iowa. The Developer has full power and authority to execute, deliver and perform in full the Development Agreement and the Minimum Assessment Agreement; and the Development Agreement and the Minimum Assessment Agreement have been

Item E.5.

duly and validly authorized by action of the members, have been executed and delivered by an authorized manager of the Developer and, assuming due authorization, execution and delivery by the City, are in full force and effect and are valid and legally binding instruments of the Developer enforceable in accordance with their terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.

2. The execution, delivery and performance by the Developer of the Development Agreement, the Minimum Assessment Agreement, and the carrying out of the terms thereof, will not result in violation of any provision of, or in default under, the certificate of organization and operating agreement of the Developer or any indenture, mortgage, deed of trust, indebtedness, agreement, judgment, decree, order, statute, rule, regulation or restriction to which the Developer is a party or by which it or its property is bound or subject.

3. To our knowledge and after inquiry to Developer, there are no actions, suits or proceedings pending or threatened against or affecting the Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position or results of operations of the Developer or which in any manner raises any questions affecting the validity of the Development Agreement, the Minimum Assessment Agreement, or the Developer's ability to perform its obligations thereunder.

Very truly yours,

REDFERN, MASON, LARSEN, & MOORE, P.L.C.

By: _____

Mark S. Rolinger, Attorney at Law
415 Clay Street
Cedar Falls, IA 50613

EXHIBIT F

MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT

WHEREAS, the CITY OF CEDAR FALLS, IOWA, a municipality (hereinafter called "City"), established pursuant to the Code of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2017 (Chapter 403 hereinafter called "Urban Renewal Act"); and FN Investors, L.L.C., (hereinafter called the "Developer"), an Iowa limited liability company having its principal place of business at 2014 W 8th Street, Cedar Falls, Iowa 50613, did on or about the ____ day of _____, 2018, make, execute and deliver, each to the other, an Agreement for Private Development (the "Agreement"), wherein and whereby Developer agreed, in accordance with the terms of the Agreement and the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan (the "Plan"), to develop certain real property located within the City and within the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area and as more particularly described as follows:

Lot 12, West Viking Road Industrial Park Phase I, and Lot 7, West Viking Road Industrial Park Phase II, City of Cedar Falls, Black Hawk County, Iowa (Contains 4.6 acres more or less).

(the "Development Property"), and

WHEREAS, the term of the Agreement commenced on the ___ day of _____, 2018, and terminates on the 31st day of December, 2030, with respect to the Development Property, unless otherwise terminated as set forth in the Agreement; and

WHEREAS, the Parties desire to record a Memorandum of the Agreement referring to the Development Property and their respective interests therein.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. That the recording of this Memorandum of Agreement for Private Development shall serve as notice to the public that the Agreement contains provisions restricting conveyance, development and use of the Development Property and the improvements located and operated on such Development Property, and contains provisions dealing with the dollar amount of the minimum taxable value of the Development Property for general property tax purposes, and the length of time during which said minimum assessed value continues in effect, as provided for in Section 403.6(19), Code of Iowa.

2. That all of the provisions of the Agreement and any subsequent amendments thereto, if any, even though not set forth herein, are by the filing of this Memorandum of

Item E.5.

Agreement for Private Development made a part hereof by reference, and that anyone making any claim against any of said Development Property in any manner whatsoever shall be fully advised as to all of the terms and conditions of the Agreement, and any amendments thereto, as if the same were fully set forth herein.

3. That a copy of the Agreement and any subsequent amendments thereto, if any, shall be maintained on file for public inspection during ordinary business hours in the office of the City Clerk, City Hall, Cedar Falls, Iowa.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Agreement for Private Development on the _____ day of _____, 2018.

(SEAL)

CITY OF CEDAR FALLS, IOWA

By: _____
James P. Brown, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC, City Clerk

FN Investors, L.L.C..
an Iowa limited liability company.

By: _____
Fred Rose, Member

By: _____
Nancy Rose, Member

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

Notary Public in and for Black Hawk County, Iowa

STATE OF IOWA)

Item E.5.



QUIT CLAIM DEED
THE IOWA STATE BAR ASSOCIATION
Official Form No. 106
Recorder's Cover Sheet

Preparer Information: (Name, address and phone number)

Kevin Rogers, City Attorney, 220 Clay Street, Cedar Falls, IA 50613, Phone: (319)
243-2713

Taxpayer Information: (Name and complete address)

FN Investors, L.L.C., 2014 W 8th Street, Cedar Falls, IA 50613

Return Document To: (Name and complete address)

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

Grantors:

City of Cedar Falls, Iowa

Grantees:

FN Investors, L.L.C.

Legal description: See Page 2

Document or instrument number of previously recorded documents:



QUIT CLAIM DEED

For the consideration of One Dollar(s) and other valuable consideration, City of Cedar Falls, Iowa

do hereby Quit Claim to FN Investors, L.L.C., an Iowa Limited Liability Company

all our right, title, interest, estate, claim and demand in the following described real estate in Black Hawk County, Iowa:

Lot 12, West Viking Road Industrial Park Phase I, and Lot 7, West Viking Road Industrial Park Phase II, City of Cedar Falls, Black Hawk County, Iowa; subject to the conditions, covenants and restrictions contained in that certain Agreement for Private Development entered into between Grantor and Grantee herein, and further subject to the conditions, covenants and restrictions contained in the Unified Highway 58 Corridor Urban Renewal Plan approved by Cedar Falls City Council Resolution No. 8196 approved and adopted on November 12, 1990 (Ordinance 1923), amended a first time by Resolution No. 10,224 on November 13, 1995 (Ordinance No. 2122), amended a second time by Resolution No. 13,862 on November 17, 2003 (Ordinance No. 2461), amended a third time by Resolution No. 18,377 on December 10, 2012 (Ordinance No. 2785), amended a fourth time by Resolution No. 19,263 on November 3, 2014, and amended a fifth time by Resolution No. 19,963 on April 18, 2016, and further subject to restrictive covenants, ordinances, and limited access provisions of record, if any, and to existing easements of record.

This deed is exempt according to Iowa Code 428A.2(6).

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate. Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated:

City of Cedar Falls, Iowa (Grantor) (Grantor)

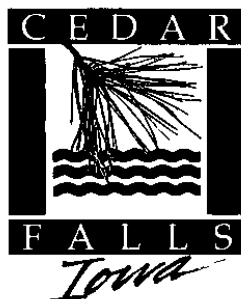
(Grantor) (Grantor)

(Grantor) (Grantor)

STATE OF IOWA, COUNTY OF BLACK HAWK

This record was acknowledged before me on, by James P. Brown as Mayor and Jacqueline Daniels, MMC, as City Clerk, of the City of Cedar Falls, Iowa.

Signature of Notary Public



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 3, 2018
SUBJECT: Schuerman Construction, Inc. Economic Development Project

INTRODUCTION

For the past several months, staff has been working with Rob Schuerman of Schuerman Construction, Inc. toward the construction of a 10,000 square foot warehouse/office facility. The proposed project will occur on Lot 11 of West Viking Road Industrial Park Phase I (1.14 acres total of which approximately 0.85 acres is buildable after setback and open space requirements). This new facility will be built and owned by Schuerman Construction, Inc. and will have a minimum building valuation and permit valuation of \$525,000 and a total project minimum assessed valuation of \$600,000 (including land).

DESCRIPTION OF PROJECT

As noted in the Introduction, the proposed building will be constructed and owned by Schuerman Construction, Inc., and will consist of a 10,000 square foot building to be located at the southwest corner of the intersection of Production Drive and Venture Way in the West Viking Road Industrial Park. The building will be a pre-engineered metal building with an attractive exterior meeting all applicable Deed of Dedication requirements. The proposed project will have a minimum building valuation of \$525,000, and a total project valuation including land of \$600,000. Schuerman Construction, Inc. will commence construction this summer/fall with completion anticipated within 12 months.

COMPANY PROFILE

Schuerman Construction, Inc.

Schuerman Construction was founded in 1999 as a sole proprietor business operated by Rob Schuerman. In 2003 the company became a Limited Liability Company still operated by Rob Schuerman. Over the next decade, Schuerman Construction built a name for itself as a quality residential builder. In 2015, the business became

Item E.7.

incorporated. Rob Schuerman is President and Treasurer, and Jocelyn Schuerman is Vice President and Secretary.

Schuerman Construction has developed solid relationships with local subcontractors and vendors. It is known for fine craftsmanship and excellent customer service provided to its clients. Schuerman Construction has been a part of the Home Builders Association for many years, participated in numerous Parade of Homes in the area, and been featured in multiple publications.

The business will be adding a cabinetry division which will serve the residential and commercial sectors. The new building will house the showroom and warehouse for the cabinetry business. Schuerman Construction, Inc. has 7 employees. Projects and services consist of large scale new homes, residential and commercial renovations, project management, construction plan services, and kitchen and bath design. For more information about the company, visit Schuerman Construction's website at <http://www.schuermanhomes.com>

ECONOMIC DEVELOPMENT INCENTIVE (LAND ONLY)

Land Incentive

For the Schuerman Construction, Inc. project, they would receive at no cost, Lot 11, West Viking Road Industrial Park Phase I (1.14 acres total of which approximately 0.85 acres is buildable after setback and open space requirements). The new warehouse/office facility will meet all applicable Deed of Dedication requirements. This land incentive is consistent with our general industrial economic incentive guidelines of providing one acre of non-restricted building area for each 10,000 +/- square feet of new building space being constructed having a minimum \$40 per square foot valuation. The proposed land incentive is consistent with other comparable economic development projects. No other incentives will be provided for this project.

Conclusion

As this memorandum indicates, Schuerman Construction, Inc. is looking to construct a new 10,000 square foot warehouse/office facility on Lot 11, West Viking Road Industrial Park Phase I. The proposed new construction building project will have a minimum building permit valuation of \$525,000 and a total Minimum Assessed Valuation of \$600,000 including land. Construction would commence this summer/fall with completion anticipated in the summer/fall of 2019.

The Agreement for Private Development by and between the City of Cedar Falls, Iowa, and Schuerman Construction, Inc. has been reviewed by Kevin Rogers, City Attorney, and is attached for your review and approval.

RECOMMENDATION

The Community Development Department recommends that the City Council adopt and approve the following:

1. Resolution approving and authorizing execution of an Agreement for Private Development and a Minimum Assessment Agreement by and between the City of Cedar Falls, Iowa, and Schuerman Construction, Inc., and approving and authorizing execution of a Quit Claim Deed conveying title to certain real estate to Schuerman Construction, Inc.

If you have any questions regarding the proposed Schuerman Construction, Inc. economic development project, please contact the Community Development Department.

xc: Stephanie Houk Sheetz, Director of Community Development
Karen Howard, Planning & Community Services Manager
Kevin Rogers, City Attorney
John Larsen, Attorney (via e-mail)
Rob Schuerman, Schuerman Construction, Inc. (via e-mail)

Item E.7.



Schuerman Construction, Inc.
10,000 Sq Ft
Warehouse/Office
Facility



Prepared by: Shane Graham, Planner II, 220 Clay Street, Cedar Falls, Iowa (319) 268-5160

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF AN AGREEMENT FOR PRIVATE DEVELOPMENT AND A MINIMUM ASSESSMENT AGREEMENT BY AND BETWEEN THE CITY OF CEDAR FALLS, IOWA, AND SCHUERMAN CONSTRUCTION, INC., AND APPROVING AND AUTHORIZING EXECUTION OF A QUIT CLAIM DEED CONVEYING TITLE TO CERTAIN REAL ESTATE TO SCHUERMAN CONSTRUCTION, INC.

WHEREAS, by Resolution No. 8196 approved and adopted on November 12, 1990 (Ordinance No. 1923), amended a first time by Resolution No. 10,224 on November 13, 1995 (Ordinance No. 2122), amended a second time by Resolution No. 13,862 on November 17, 2003 (Ordinance No. 2461), amended a third time by Resolution No. 18,377 on December 10, 2012 (Ordinance No. 2785), and amended a fourth time by Resolution 19,263 on November 3, 2014, and amended a fifth time by Resolution 19,963 on April 18, 2016, City Council has approved and adopted an urban renewal plan designated as the "Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan" (the "Urban Renewal Plan"); and

WHEREAS, it is desirable that properties within the Urban Renewal Plan be developed as part of the overall development area covered by said Plan; and

WHEREAS, the City has received a proposal from Schuerman Construction, Inc. ("Developer"), in the form of a proposed Agreement for Private Development (the "Agreement") by and between the City of Cedar Falls, Iowa (the "City") and the Developer, pursuant to which, among other things, the Developer would agree to construct certain Minimum Improvements (as defined in the Agreement) on certain real property located within the Urban Renewal Plan as legally described in the Agreement attached hereto and incorporated herein by this reference (defined in the Agreement as the "Development Property"), consisting of the construction of a 10,000 sf. warehouse/office facility to be located on Lot 11, West Viking Road Industrial Park Phase I, City of Cedar Falls, Black Hawk County, Iowa, together with all related site improvements, as outlined in the proposed Development Agreement; and

WHEREAS, the Agreement further proposes that the City provide certain financial incentives for the urban renewal project under the terms and following satisfaction of the conditions set forth in the Agreement, consisting of conveyance of title to the Development Property to the Developer, the Development Property being legally described as follows:

Item E.7.

Lot 11, West Viking Road Industrial Park Phase I, City of Cedar Falls, Black Hawk County, Iowa; and

WHEREAS, Iowa Code Chapters 15A and 403 (the "Urban Renewal Law") authorize cities to make loans and grants and to convey real property to developers for economic development purposes in furtherance of the objectives of an urban renewal project and to appropriate such funds, make such expenditures and convey such real property as may be necessary to carry out the purposes of said Chapters, and to levy taxes and assessments for such purposes; and

WHEREAS, the Agreement further proposes that the City, the Developer and the Assessor of Black Hawk County, Iowa, enter into a Minimum Assessment Agreement (the "Minimum Assessment Agreement"), whereby the minimum actual taxable value of the improvements to be constructed thereon would be established at an amount not less than \$600,000.00 for a period through December 31, 2030; and

WHEREAS, the Council hereby finds and determines that the Agreement is in the best interests of the City and the residents thereof, and that the performance by the City of its obligations thereunder is a public undertaking and purpose and in furtherance of the Urban Renewal Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of Chapters 403 and 15A of the Iowa Code, taking into account the factors set forth in Chapter 15A, to-wit:

- a) Businesses that add diversity to or generate new opportunities for the Iowa economy should be favored over those that do not.
- b) Development policies in the dispensing of the funds should attract, retain, or expand businesses that produce exports or import substitutes or which generate tourism-related activities.
- c) Development policies in the dispensing or use of the funds should be targeted toward businesses that generate public gains and benefits, which gains and benefits are warranted in comparison to the amount of the funds dispensed.
- d) Development policies in dispensing the funds should not be used to attract a business presently located within the state to relocate to another portion of the state unless the business is considering in good faith to relocate outside the state or unless the relocation is related to an expansion which will generate significant new job creation. Jobs created as a result of other jobs in similar Iowa businesses being displaced shall not be considered direct jobs for the purpose of dispensing funds; and

WHEREAS, the Council hereby finds and determines that the requirements of Iowa Code Section 403.8 with respect to the transfer of property in an urban renewal area are satisfied insofar as the Development Property is being disposed of for the purpose of development of an industrial building (see Iowa Code Section 403.8(2)(b)), and because the terms of the Minimum Assessment Agreement satisfy the safe harbor contained in Iowa Code Section 403.8(3).

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

Section 1. That the performance by the City of its obligations under the Agreement, including but not limited to conveyance of the Development Property to the Developer in connection with the development of the Development Property under the terms set forth in the Agreement, be and is hereby declared to be a public undertaking and purpose and in furtherance of the Urban Renewal Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of chapters 403 and 15A of the Iowa Code, taking into account the factors set forth therein,

Section 2. That the form and content of the Agreement, the provisions of which are incorporated herein by reference, be and the same hereby are in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they are hereby authorized, empowered and directed to execute, attest, seal and deliver the Agreement for and on behalf of the City in substantially the form and content now before this meeting, and that from and after the execution and delivery of the Agreement, the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement as executed, including but not limited to execution and delivery of a Quit Claim Deed conveying title to the Development Property to the Developer.

Section 3. That the form and content of the Minimum Assessment Agreement, the provisions of which are incorporated herein by reference, be and the same are hereby in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they are hereby authorized, empowered and directed to execute, attest, seal and deliver the Minimum Assessment Agreement for and on behalf of the City in substantially the form and content now before this meeting, and that from and after the execution and delivery of the Minimum Assessment Agreement, the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Minimum Assessment Agreement as executed.

PASSED AND APPROVED this 7th day of May, 2018.

James P. Brown, Mayor

ATTEST:

Jacqueline Daniels, MMC, City Clerk

AGREEMENT FOR PRIVATE DEVELOPMENT

BY AND BETWEEN

THE CITY OF CEDAR FALLS, IOWA

AND

SCHUERMAN CONSTRUCTION, INC.

Item E.7.

TABLE OF CONTENTS

AGREEMENT FOR PRIVATE DEVELOPMENT

ARTICLE I. DEFINITIONS.....	6
Section 1.1. <u>Definitions</u>	6
ARTICLE II. REPRESENTATIONS AND WARRANTIES.....	8
Section 2.1. <u>Representations and Warranties of the City</u>	8
Section 2.2. <u>Representations and Warranties of Developer</u>	10
ARTICLE III. CONSTRUCTION OF MINIMUM IMPROVEMENTS.....	12
Section 3.1. <u>Construction of Minimum Improvements</u>	12
Section 3.2. <u>Building Permit Valuation Amount</u>	12
Section 3.3. <u>Construction Plans</u>	12
Section 3.4. <u>Commencement and Completion of Construction</u>	13
Section 3.5. <u>Certificate of Completion</u>	13
ARTICLE IV. RESTRICTIONS UPON USE OF DEVELOPMENT PROPERTY	14
Section 4.1. <u>Restrictions on Use</u>	14
ARTICLE V. INSURANCE.....	15
Section 5.1. <u>Insurance Requirements</u>	15
Section 5.2. <u>Condemnation</u>	17
Section 5.3. <u>Reconstruction or Payment</u>	18
ARTICLE VI. ASSESSMENT AGREEMENT AND OTHER COVENANTS	18
Section 6.1. <u>Execution of Assessment Agreement</u>	18
Section 6.2. <u>Maintenance of Properties</u>	18
Section 6.3. <u>Maintenance of Records</u>	19
Section 6.4. <u>Compliance with Laws</u>	19
Section 6.5. <u>Real Property Taxes</u>	19
Section 6.6. <u>Sales Tax</u>	20
Section 6.7. <u>Utility Usage</u>	20
Section 6.8. <u>Annual Certification</u>	20
Section 6.9. <u>Use of Tax Increments</u>	20
Section 6.10. <u>Opinion of Counsel</u>	20
Section 6.11. <u>Provisions To Be Included In Leases Covering Development</u> <u>Property</u>	20
Section 6.12. <u>Relocation</u>	21

ARTICLE VII. PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER.....	22
Section 7.1. <u>Representation As to Development</u>	22
Section 7.2. <u>Prohibition Against Transfer of Property and Assignment of Agreement</u>	22
Section 7.3. <u>Approvals</u>	24
Section 7.4. <u>Transfer of Interest in Developer or Transfer of Interest in Development Property to Permitted Transferees</u>	24
 ARTICLE VIII. CONVEYANCE OF DEVELOPMENT PROPERTY; CONDITIONS.....	25
Section 8.1. <u>Conveyance of Development Property</u>	25
Section 8.2. <u>Form of Deed</u>	25
Section 8.3. <u>Time and Place for Closing and Delivery of Deed</u>	25
Section 8.4. <u>Recordation of Deed</u>	25
Section 8.5. <u>Abstract of Title</u>	25
Section 8.6. <u>Conditions Precedent to Conveyance of Property</u>	25
Section 8.7. <u>Failure to Commence Construction</u>	26
Section 8.8. <u>No Partial Property Tax Exemption</u>	26
 ARTICLE IX. INDEMNIFICATION.....	27
Section 9.1. <u>Release and Indemnification Covenants</u>	27
 ARTICLE X. REMEDIES.....	27
Section 10.1. <u>Events of Default Defined</u>	27
Section 10.2. <u>Remedies on Default</u>	29
Section 10.3. <u>No Remedy Exclusive</u>	30
Section 10.4. <u>No Implied Waiver</u>	30
Section 10.5. <u>Agreement to Pay Attorneys' Fees and Expenses</u>	31
 ARTICLE XI. MISCELLANEOUS.....	31
Section 11.1. <u>Conflict of Interest</u>	31
Section 11.2. <u>Non-Discrimination</u>	31
Section 11.3. <u>Notices</u>	31
Section 11.4. <u>Titles of Articles and Sections</u>	32
Section 11.5. <u>Provisions Not Merged With Deed</u>	32
Section 11.6. <u>Governing Law</u>	32
Section 11.7. <u>Entire Agreement</u>	32
Section 11.8. <u>Successors and Assigns</u>	32
Section 11.9. <u>Termination Date</u>	32
Section 11.10. <u>Memorandum of Agreement</u>	32
Section 11.11. <u>Immediate Undertaking</u>	33

Item E.7.

Section 11.12.	<u>No Partnership or Joint Venture</u>	33
Section 11.13.	<u>Captions</u>	33
Section 11.14.	<u>Number and Gender of Words</u>	33
Section 11.15.	<u>Invalid Provisions</u>	33
Section 11.16.	<u>Multiple Counterparts</u>	33
Section 11.17.	<u>Authorization</u>	34
Section 11.18.	<u>Time of the Essence</u>	34
Section 11.19.	<u>Survival</u>	34
EXHIBIT A	Development Property.....	36
EXHIBIT B	Minimum Improvements.....	37
EXHIBIT C	Certificate of Completion.....	38
EXHIBIT D	Minimum Assessment Agreement.....	40
EXHIBIT E	Form of Legal Opinion.....	44
EXHIBIT F	Memorandum of Agreement for Private Development..	46
EXHIBIT G	Form of Deed.....	49

AGREEMENT FOR PRIVATE DEVELOPMENT

THIS AGREEMENT FOR PRIVATE DEVELOPMENT (hereinafter called "Agreement"), is made on or as of the ____ day of _____, 2018, by and between the CITY OF CEDAR FALLS, IOWA, a municipality (hereinafter called "City"), established pursuant to the Code of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2017 (Chapter 403 hereinafter called "Urban Renewal Act"); and Schuerman Construction, Inc. (hereinafter called the "Developer"), an Iowa corporation having its principal place of business at 3622 Pheasant Drive, Cedar Falls, Iowa 50613.

WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, the City has undertaken a program for the development of an economic development area and, in this connection, is engaged in carrying out urban renewal project activities in an area known as the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area ("Area" or "Urban Renewal Area") as set forth in the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan, as amended ("Plan" or "Urban Renewal Plan"); and

WHEREAS, a copy of the foregoing Urban Renewal Plan, as amended, has been recorded among the land records in the office of the Recorder of Black Hawk County, Iowa; and

WHEREAS, the Developer desires to acquire certain real property located in the foregoing Urban Renewal Plan and as more particularly described in Exhibit A annexed hereto and made a part hereof (which property as so described is hereinafter referred to as the "Development Property"); and

WHEREAS, the Developer is willing to develop the Development Property for and in accordance with the uses specified in the Urban Renewal Plan and in accordance with this Agreement by constructing certain Minimum Improvements (as hereafter defined) on the Development Property; and

WHEREAS, the City believes that the development of the Development Property pursuant to this Agreement and the fulfillment generally of this Agreement, are in the vital and best interests of the residents of the City, and in accord with the public purposes and provisions of the applicable State and local laws and requirements under which the foregoing project has been undertaken and is being assisted, including but not limited to Chapters 15A and 403 of the Code of Iowa.

Item E.7.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the others as follows:

ARTICLE I. DEFINITIONS

Section 1.1. Definitions. In addition to other definitions set forth in this Agreement, all capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

Agreement means this Agreement and all appendices hereto, as the same may be from time to time modified, amended or supplemented.

Assessment Agreement means the Minimum Assessment Agreement substantially in the form of the agreement contained in Exhibit D attached hereto and hereby made a part of this Agreement, among the Developer, the City and the Assessor for the County, entered into pursuant to Article VI of this Agreement.

Assessor's Minimum Actual Value means the agreed minimum actual taxable value of the Minimum Improvements to be constructed on the Development Property for calculation and assessment of real property taxes as set forth in the Assessment Agreement.

Building Permit Valuation Amount means the amount described in Section 3.2 of this Agreement.

Certificate of Completion means a certification in the form of the certificate attached hereto as Exhibit C and hereby made a part of this Agreement.

City or Cedar Falls means the City of Cedar Falls, Iowa, or any successor to its functions.

Code of Iowa means the Code of Iowa, 2017, as amended.

Commencement Date means the date of the issuance by the City of a City issued building permit for the Minimum Improvements.

Construction Plans means the plans, specifications, drawings and related documents of the construction work to be performed by the Developer on the Development Property; the plans (a) shall be as detailed as the plans, specifications, drawings and related documents which are submitted to the building inspector of the City, and (b) shall include at least the following: (1) site plan; (2) foundation plan; (3) basement plans; (4) floor plan

for each floor; (5) cross sections of each (length and width); (6) elevations (all sides); and (7) landscape plan.

County means the County of Black Hawk, Iowa.

Deed means the form of Quit Claim Deed substantially in the form contained in Exhibit G attached hereto, by which the City shall convey the Development Property to the Developer.

Developer means Schuerman Construction, Inc.

Development Property means that portion of the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area of the City described in Exhibit A hereto.

Event of Default means any of the events described in Section 10.1 of this Agreement.

Industrial Use Warehouse/Office Facility means the Minimum Improvements.

Minimum Improvements shall mean the construction of an Industrial Use Warehouse/Office Facility totaling at least 10,000 square feet of finished space, together with all related site improvements described in the Construction Plans, as outlined in Exhibit B hereto, including the land.

Mortgage means any mortgage or security agreement in which the Developer has granted a mortgage or other security interest in the Development Property, or any portion or parcel thereof, or any improvements constructed thereon.

Net Proceeds means any proceeds paid by an insurer to the Developer under a policy or policies of insurance required to be provided and maintained by the Developer pursuant to Article V of this Agreement and remaining after deducting all expenses (including fees and disbursements of counsel) incurred in the collection of such proceeds.

Ordinance shall mean Ordinance(s) of the City under which the taxes levied on the taxable property in the Urban Renewal Area shall be divided, with a portion of said taxes to be paid into the Urban Renewal Tax Increment Revenue Fund, referred to and authorized by Section 403.19(2) of the Code of Iowa.

Project shall mean the construction and operation of the Minimum Improvements, as described in this Agreement and the Exhibits hereto.

State means the State of Iowa.

Item E.7.

Tax Increments means the property tax increment revenues on the Minimum Improvements and Development Property divided and made available to the City for deposit in the Cedar Falls Unified Highway 58 Corridor Urban Renewal Tax Increment Revenue Fund, under the provisions of Section 403.19 of the Code of Iowa and the Ordinance.

Termination Date means the date of expiration of the Assessment Agreement, as provided in Section 11.9 of this Agreement.

Unavoidable Delays means delays resulting from acts or occurrences outside the reasonable control of the party claiming the delay including but not limited to storms, floods, fires, explosions or other casualty losses, unusual weather conditions, strikes, boycotts, lockouts or other labor disputes, delays in transportation or delivery of material or equipment, litigation commenced by third parties, or the acts of any federal, State or local governmental unit (other than the Party claiming the delay).

Urban Renewal Area means the area included within the boundaries of the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area, as amended.

Urban Renewal Plan means the Urban Renewal Plan approved in respect of the Cedar Falls Unified Highway 58 Urban Corridor Renewal Area, described in the preambles hereof.

ARTICLE II. REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of the City. The City makes the following representations and warranties:

- (a) The City is a municipal corporation and political subdivision organized under the provisions of the Constitution and the laws of the State and has the power to enter into this Agreement and carry out its obligations hereunder.
- (b) This Agreement has been duly and validly authorized, executed and delivered by the City and, assuming due authorization, execution and delivery by the Developer, is in full force and effect and is a valid and legally binding instrument of the City enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.
- (c) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, nor will they result in a breach of, the terms, conditions or

provisions of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the City is now a party or by which it is bound, nor do they constitute a default under any of the foregoing.

- (d) The City has not received any notice from any State or federal official that the activities of the Developer with respect to the Development Property may or will be in violation of any environmental law or regulation (other than those notices, if any, of which the Developer has previously been notified in writing). The City is not currently aware of any State or federal claim filed or planned to be filed by any party relating to any violation of any local, State or federal environmental law, regulation or review procedure applicable to the Development Property, and the City is not currently aware of any violation of any local, State or federal environmental law, regulation or review procedure which would give any person a valid claim under any State or federal environmental statute with respect thereto.
- (e) The City will cooperate fully with the Developer in resolution of any building, traffic, parking, trash removal or public safety problems which may arise in connection with the design, construction and operation of the Minimum Improvements, including but not limited to any problems which may arise with respect to traffic at the intersections where access drives on the Development Property meet roadways or streets owned by the City.
- (f) The City would not undertake its obligations under this Agreement without the consideration being made to the City pursuant to this Agreement.
- (g) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City, and not of any governing body member, officer, agent, servant or employee of the City in the individual capacity thereof.
- (h) The Development Property is zoned “M-1-P, Planned Industrial District”. The “M-1-P, Planned Industrial District” zoning classification permits by right the construction, equipping and operation of the Minimum Improvements.

Section 2.2. Representations and Warranties of the Developer. The Developer makes the following representations and warranties:

- (a) The Developer is a corporation duly organized and validly existing under the laws of the State of Iowa, is properly authorized to conduct business in the State of Iowa, and has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed

Item E.7.

to be conducted, and to enter into and perform its obligations under the Agreement.

- (b) The Developer desires to construct an Industrial Use Warehouse/Office Facility ("Minimum Improvements") on the 1.14 acre Development Property, which is to be acquired by the Developer pursuant to this Agreement, and which is more particularly described in Exhibit A.
- (c) This Agreement has been duly and validly authorized, executed and delivered by the Developer and, assuming due authorization, execution and delivery by the other parties hereto, is in full force and effect and is a valid and legally binding instrument of the Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.
- (d) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, nor will they result in a violation or breach of, the terms, conditions or provisions of the certificate of organization and operating agreement, together with all amendments thereto, of the Developer or of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it or its properties are bound, nor do they constitute a default under any of the foregoing.
- (e) There are no actions, suits or proceedings pending or threatened against or affecting the Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position or results of operations of the Developer or which in any manner raises any questions affecting the validity of the Agreement or the ability of Developer to perform its obligations under this Agreement.
- (f) The Developer will cause the Minimum Improvements to be constructed in accordance with the terms of this Agreement, the Urban Renewal Plan and all local, State and federal laws and regulations, except for variances necessary to construct the Minimum Improvements contemplated in the Construction Plans.
- (g) The Developer will use its best efforts to obtain, or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, State, and federal laws

and regulations which must be obtained or met before the Minimum Improvements may be lawfully constructed.

- (h) The construction of the Minimum Improvements will require a total investment of not less than Five Hundred Twenty Five Thousand Dollars and no/100 Dollars (\$525,000.00), and a taxable valuation of Six Hundred Thousand Dollars and no/100 Dollars (\$600,000.00) is reasonable for the Minimum Improvements and the land that together comprise the Development Property.
- (i) The Developer has not received any notice from any local, State or federal official that the activities of the Developer with respect to the Development Property may or will be in violation of any environmental law or regulation (other than those notices, if any, of which the City has previously been notified in writing). The Developer is not currently aware of any State or federal claim filed or planned to be filed by any party relating to any violation of any local, State or federal environmental law, regulation or review procedure applicable to the Development Property, and the Developer is not currently aware of any violation of any local, State or federal environmental law, regulation or review procedure which would give any person a valid claim under any State or federal environmental statute with respect thereto.
- (j) The Developer has equity funds and/or has commitments for financing in amounts sufficient to successfully complete the construction of the Minimum Improvements, in accordance with the Construction Plans contemplated by this Agreement.
- (k) The Developer will cooperate fully with the City in resolution of any traffic, parking, trash removal or public safety problems which may arise in connection with the construction and operation of the Minimum Improvements, including but not limited to any problems which may arise with respect to traffic at the intersections where access drives on the Development Property meet roadways or streets owned by the City.
- (l) The Developer expects that, barring Unavoidable Delays, the Minimum Improvements will be substantially completed by the 1st day of October, 2019.
- (m) The Developer would not undertake its obligations under this Agreement without the consideration being made to the Developer pursuant to this Agreement.
- (n) All covenants, stipulations, promises, agreements and obligations of the Developer contained herein shall be deemed to be the covenants, stipulations,

Item E.7.

promises, agreements and obligations of the Developer, and not of any member, officer, agent, servant or employee of the Developer in the individual capacity thereof.

ARTICLE III. CONSTRUCTION OF MINIMUM IMPROVEMENTS

Section 3.1. Construction of Minimum Improvements. The Developer agrees that it will cause the Minimum Improvements to be constructed on the Development Property in conformance with the Construction Plans submitted to the City. The Developer agrees that the scope and scale of the Minimum Improvements to be constructed shall not be significantly less than the scope and scale of the Minimum Improvements as detailed and outlined in the Construction Plans, and shall in no event require a total investment of less than Five Hundred Twenty Five Thousand Dollars and no/100 Dollars (\$525,000.00).

Section 3.2 Building Permit Valuation Amount. The Developer shall apply to the City for a building permit, and shall pay all necessary permit fees in connection with the construction of the Minimum Improvements on the Development Property, based upon a building permit valuation amount (hereinafter the "Building Permit Valuation Amount") of a minimum of Five Hundred Twenty Five Thousand Dollars and no/100 Dollars (\$525,000.00), by no later than the 1st day of November, 2018.

Section 3.3. Construction Plans. The Developer shall cause Construction Plans to be provided for the Minimum Improvements which shall be subject to approval by the City as provided in this Section 3.3. The Construction Plans shall be in conformity with the Urban Renewal Plan, this Agreement, and all applicable federal, State and local laws and regulations, except for variances the Developer and the City agree are necessary to construct or operate the Minimum Improvements. The City shall approve the Construction Plans in writing if: (a) the Construction Plans conform to the terms and conditions of this Agreement; (b) the Construction Plans conform to the terms and conditions of the Urban Renewal Plan; (c) to the best of City's knowledge, the Construction Plans conform to all applicable federal, State and local laws, ordinances, rules and regulations and City permit requirements; (d) the Construction Plans are adequate for purposes of this Agreement to provide for the construction of the Minimum Improvements and (e) no Event of Default under the terms of this Agreement has occurred; provided, however, that any such approval of the Construction Plans pursuant to this Section 3.3 shall constitute approval for the purposes of this Agreement only and shall not be deemed to constitute approval or waiver by the City with respect to any building, fire, zoning or other ordinances or regulations of the City, and shall not be deemed to be sufficient plans to serve as the basis for the issuance of a building permit if the Construction Plans are not as detailed or complete as the plans otherwise required for the issuance of a building permit. The site plans submitted by the Developer to the building official of the City for the Development Property shall be adequate to serve as the Construction Plans, if such site plans are approved by the building official.

Approval of the Construction Plans by the City shall not relieve the Developer of any obligation to comply with the terms and provisions of this Agreement, or the provisions of applicable federal, State and local laws, ordinances and regulations, nor shall approval of the Construction Plans by the City be deemed to constitute a waiver of any Event of Default.

Approval of Construction Plans hereunder is solely for purposes of this Agreement, and shall not constitute approval for any other City purpose nor subject the City to any liability for the Minimum Improvements as constructed.

Section 3.4. Commencement and Completion of Construction. Subject to Unavoidable Delays, the Developer shall cause construction of the Minimum Improvements to be undertaken by no later than the 1st day of November, 2018, and completed (i) by no later than the 1st day of October, 2019, or (ii) by such other date as the parties shall mutually agree upon in writing. Time lost as a result of Unavoidable Delays shall be added to extend the completion date by a number of days equal to the number of days lost as a result of Unavoidable Delays. However, an extension of the completion of the Minimum Improvements shall not affect the date upon which the Assessor's Minimum Actual Value shall become effective. All work with respect to the Minimum Improvements to be constructed or provided by the Developer on the Development Property shall be in conformity with the Construction Plans as submitted by the Developer and approved by the City. The Developer agrees that it shall permit designated representatives of the City to enter upon the Development Property during the construction of the Minimum Improvements to inspect such construction.

Section 3.5. Certificate of Completion. Upon written request of the Developer after issuance of an occupancy permit for the Minimum Improvements, the City will furnish the Developer with a Certificate of Completion in recordable form, in substantially the form set forth in Exhibit C attached hereto. Such Certificate of Completion shall be a conclusive determination of satisfactory termination of the covenants and conditions of this Agreement with respect to the obligations of the Developer to cause construction of the Minimum Improvements.

The Certificate of Completion may be recorded in the Black Hawk County Recorder's office at the Developer's sole expense. If the City shall refuse or fail to provide a Certificate of Completion in accordance with the provisions of this Section 3.5, the City shall, within twenty (20) days after written request by the Developer, provide to the Developer a written statement indicating in adequate detail in what respects the Developer has failed to complete the Minimum Improvements in accordance with the provisions of this Agreement, or is otherwise in default under the terms of this Agreement, and what measures or acts it will be necessary, in the opinion of the City, for the Developer to take or perform in order to obtain such Certificate of Completion.

Item E.7.

ARTICLE IV. RESTRICTIONS UPON USE OF DEVELOPMENT PROPERTY

Section 4.1. Restrictions on Use. The Developer shall:

- (a) Use the Development Property for any lawful use, and devote the Development Property to, and only to and in accordance with, the uses specified in the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan until the Termination Date; and
- (b) Not discriminate upon the basis of race, creed, color, sex, gender, age, disability or national origin in the sale, lease, or rental or in the use or occupancy of the Development Property or any improvements erected or to be erected thereon, or any part thereof.
- (c) It is intended and agreed that the agreements and covenants provided in this Section shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Agreement, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the City, its successors and assigns, as against every successor in interest to the Development Property, or any part thereof or any interest therein, and as against any party in possession or occupancy of the Development Property or any part thereof. It is further intended and agreed that the agreements and covenants provided in subdivisions (a) and (b) of this Section shall remain in effect only through the Termination Date.
- (d) It is intended and agreed that the City and its successors and assigns shall be deemed beneficiaries of the agreements and covenants provided in this Section, both for and in its own right and also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants have been provided. Such agreements and covenants shall run in favor of the City, until the Termination Date, during which time such agreements and covenants shall be in force and effect, without regard to whether the City has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such agreements and covenants relate. The City shall have the right, in the event of any breach of any such agreement or covenant, to exercise all the rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which it or any other beneficiaries of such agreement or covenant may be entitled.

ARTICLE V. INSURANCE AND CONDEMNATION**Section 5.1. Insurance Requirements.**

- (a) The Developer will provide and maintain or cause to be maintained at all times during the process of constructing the Minimum Improvements (and, from time to time at the request of the City, furnish the City with proof of coverage or payment of premiums on):
- (i) Builder's risk insurance, written on the so-called "Builder's Risk -- Completed Value Basis", in an amount equal to one hundred percent (100%) of the insurable value of the Minimum Improvements at the date of completion, and with coverage available in nonreporting form on the so-called "all risk" form of policy;
 - (ii) Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance), together with an Owner's Contractor's Policy, with limits against bodily injury and property damage of at least \$2,000,000. The City shall be named as an additional insured for the City's liability or loss arising out of or in any way associated with the Minimum Improvements and arising out of any act, error, or omission of the Developer, its members, managers, officers, contractors and subcontractors or anyone else for whose acts the City may be held responsible (with coverage to the City at least as broad as that which is provided to the Developer and not lessened or avoided by endorsement). The policy shall contain a "severability of interests" clause and provide primary insurance over any other insurance maintained by the City.
 - (iii) Worker's compensation insurance, with statutory coverage.
- (b) Upon completion of construction of the Minimum Improvements and at all times prior to the Termination Date, the Developer shall maintain, or cause to be maintained, at its cost and expense (and from time to time at the request of the City shall furnish proof of coverage or the payment of premiums on) insurance as follows:
- (i) Insurance against loss and/or damage to the Minimum Improvements under a policy or policies covering such risks as are ordinarily insured against by similar businesses, including (without limiting the generality of the foregoing) fire, extended coverage, vandalism and malicious

Item E.7.

mischief, explosion, water damage, demolition cost, debris removal, and collapse in an amount not less than the full insurable replacement value of the Minimum Improvements, but any such policy may have a deductible amount of not more than \$25,000. No policy of insurance shall be so written that the proceeds thereof will produce less than the minimum coverage required by the preceding sentence, by reason of co-insurance provisions or otherwise, without the prior consent thereto in writing by the City. The term "full insurable replacement value" shall mean the actual replacement cost of the Minimum Improvements (excluding foundation and excavation costs and costs of underground flues, pipes, drains and other uninsurable items) and equipment, and shall be determined from time to time at the request of the City, but not more frequently than once every three years, by an insurance consultant or insurer selected and paid for by the Developer and approved by the City.

- (ii) Comprehensive general public liability insurance, including personal injury liability for injuries to persons and/or property, including any injuries resulting from the operation of automobiles or other motorized vehicles on or about the Development Property, in the minimum amount for each occurrence and for each year of \$2,000,000.
 - (iii) Such other insurance, including worker's compensation insurance respecting all employees of the Developer, in such amount as is customarily carried by like organizations engaged in like activities of comparable size and liability exposure.
- (c) All insurance required by this Article V to be provided prior to the Termination Date shall be taken out and maintained in responsible insurance companies selected by the Developer which are authorized under the laws of the State to assume the risks covered thereby. The Developer will deposit annually with the City copies of policies evidencing all such insurance, or a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect. Unless otherwise provided in this Article V, each policy shall contain a provision that the insurer shall not cancel or modify it without giving written notice to the Developer and the City at least thirty (30) days before the cancellation or modification becomes effective. Not less than fifteen (15) days prior to the expiration of any policy, the Developer shall furnish the City evidence satisfactory to the City that the policy has been renewed or replaced by another policy conforming to the provisions of this Article V, or that there is no necessity therefor under the terms hereof. In lieu of separate policies, Developer may maintain a single policy, or blanket or umbrella policies, or a combination thereof, which provide the total coverage

required herein, in which event the Developer shall deposit with the City a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Minimum Improvements.

- (d) Developer agrees to notify the City immediately in the case of damage exceeding \$25,000 in amount to, or destruction of, the Minimum Improvements or any portion thereof resulting from fire or other casualty. Net Proceeds of any such insurance shall be paid directly to the Developer, and Developer will forthwith repair, reconstruct and restore the Minimum Improvements to substantially the same or an improved condition or value as they existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, the Developer will apply the Net Proceeds of any insurance relating to such damage received by Developer to the payment or reimbursement of the costs thereof. The provisions of this paragraph shall apply to casualties that occur prior to the Termination Date.
- (e) The Developer shall complete the repair, reconstruction and restoration of the Minimum Improvements, whether or not the Net Proceeds of insurance received by Developer for such purposes are sufficient.

Section 5.2. Condemnation. In the event that title to and possession of the Minimum Improvements or any other material part thereof shall be taken in condemnation or by the exercise of the power of eminent domain by any governmental body or other person (except the City), so long as the Assessment Agreement shall remain in effect, the Developer or his successor shall, with reasonable promptness after such taking, notify the City as to the nature and extent of such taking.

Section 5.3. Reconstruction or Payment. Upon receipt of any Condemnation Award or property insurance proceeds, the Developer shall use the entire Condemnation Award to reconstruct the Minimum Improvements (or, in the event only a part of Minimum Improvements have been taken, then to reconstruct such part) upon the Development Property or elsewhere within the Urban Renewal Area.

ARTICLE VI. ASSESSMENT AGREEMENT AND OTHER COVENANTS

Section 6.1. Execution of Assessment Agreement. The Developer shall agree to, and with the City shall execute, concurrently with the execution of this Agreement, an Assessment Agreement pursuant to the provisions of Section 403.19, Code of Iowa, substantially in the form and content of Exhibit D attached hereto, specifying the Assessor's Minimum Actual Value for the Minimum Improvements to be constructed on

Item E.7.

the Development Property for calculation of real property taxes. Specifically, the Developer shall agree to a minimum actual taxable value for the Minimum Improvements and the land that together comprise the Development Property, which will result in a minimum actual taxable value upon substantial completion of the Minimum Improvements, but no later than January 1, 2020, of not less than Six Hundred Thousand Dollars and no/100 Dollars (\$600,000.00) (such minimum actual taxable value at the time applicable is herein referred to as the "Assessor's Minimum Actual Value"). Nothing in the Assessment Agreement shall limit the discretion of the Assessor to assign an actual taxable value to the Minimum Improvements or the land, in excess of such Assessor's Minimum Actual Value nor prohibit the Developer or its successors from seeking through the exercise of legal or administrative remedies a reduction in such actual taxable value for property tax purposes; provided, however, that the Developer or its successors shall not seek a reduction of such actual taxable value below the Assessor's Minimum Actual Value in any year so long as the Assessment Agreement shall remain in effect. The Assessment Agreement shall remain in effect until the 31st day of December, 2030 (the "Termination Date"). The Assessment Agreement shall be certified by the Assessor for the County as provided in Section 403.19 of the Code of Iowa, and shall be filed for record in the office of the County Recorder of the County, and such filing shall constitute notice to any subsequent encumbrancer or purchaser of the Development Property (or part thereof), whether voluntary or involuntary, and such Assessment Agreement shall be binding and enforceable in its entirety against any such subsequent purchaser or encumbrancer, as well as any prior encumbrancer consenting thereto.

Section 6.2. Maintenance of Properties. The Developer will maintain, preserve and keep the Minimum Improvements in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals and additions, until the Termination Date.

Section 6.3 Maintenance of Records. The Developer will keep at all times proper books of record and account in which full, true and correct entries will be made of all dealings and transactions of or in relation to the business and affairs of the Developer in accordance with generally accepted accounting principles, consistently applied throughout the period involved, and Developer will provide reasonable protection against loss or damage to such books of record and account. The provisions of this paragraph shall apply for all periods prior to the Termination Date.

Section 6.4. Compliance with Laws. The Developer will comply with all laws, rules and regulations relating to the Minimum Improvements, other than laws, rules and regulations the failure to comply with which or the sanctions and penalties resulting therefrom, would not have a material adverse effect on the Developer's business, property, operations, or condition, financial or otherwise. The provisions of this paragraph shall apply for all periods prior to the Termination Date.

Section 6.5. Real Property Taxes. The Developer shall pay, when due, all real property taxes and assessments payable with respect to all and any parts of the Development Property acquired and owned by it.

The Developer and its successors agree that prior to the Termination Date:

- (a) It will not seek any tax exemption (except as may be granted under Section 8.8 of this Agreement), either presently or prospectively authorized under any State or federal law with respect to taxation of real property contained on the Development Property between the date of execution of this Agreement and the Termination Date. The foregoing shall not impair any rights to appeal the valuation set by the Black Hawk County Assessor as provided by law, but subject to the terms of the Assessment Agreement.
- (b) It will not seek administrative review or judicial review of the applicability or constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Development Property, Minimum Improvements or to the Developer or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings.
- (c) It will not seek any tax deferral or abatement, except abatement, if any, that is specifically provided for in this Agreement, either presently or prospectively authorized under Iowa Code Chapter 403 or 404, or any other local, State or federal law, of the taxation of real property contained on the Development Property between the date of execution of this Agreement and the Termination Date.

Section 6.6. Sales Tax. The Developer shall pay all sales tax payable with respect to the Minimum Improvements.

Section 6.7. Utility Usage. The Developer agrees for itself and its successors and assigns, specifically including all commercial tenants and all other persons, firms or other entities operating any business on the Development Property or any portion thereof, that for all periods up to the Termination Date that all utility needs for the Industrial Use Warehouse/Office Facility shall be furnished from City-owned utilities, including electricity, natural gas, water, sanitary sewer, cable television, internet and other fiber-optic communications, including telephony (if and when telephony is available through City-owned utilities). Although this shall be the sole source for such utility services, the Developer and its successors and assigns, as defined and described in this section, shall not, however, have any obligation or duty to use or take any minimum amount, and shall have no obligation to pay any amount in excess of the generally applicable rates for like users based upon actual use.

Item E.7.

Section 6.8. Annual Certification. To assist the City in monitoring and performance of Developer hereunder, a duly authorized officer of the Developer shall annually provide to the City: (a) proof that all ad valorem taxes on the Development Property have been paid for the prior fiscal year; and (b) certification that, to the best of such officer's knowledge during the preceding twelve (12) months, the Developer was not in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certificate or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto. Such statement, proof and certificate shall be provided not later than November 1 of each year, commencing November 1, 2020, and ending on November 1, 2031, both dates inclusive.

Section 6.9. Use of Tax Increments. The City shall be free to use any and all Tax Increments collected in respect of the Development Property for any purpose for which the Tax Increments may lawfully be used pursuant to the provisions of the Urban Renewal Act; and the City shall have no obligations to the Developer with respect to the use of such increments.

Section 6.10. Opinion of Counsel. Concurrent with execution of this Agreement, Developer shall cause its counsel to execute and deliver to City an Opinion of Counsel substantially in the form and of the content of Exhibit E attached hereto.

Section 6.11. Provisions To Be Included In Leases Covering Development Property. The Developer agrees to include provisions in each commercial lease agreement the Developer enters into with any tenant that will occupy the Development Property or operate a business thereon, for all periods up to the Termination Date, which provide as follows: (a) that tenant acknowledges that the leased premises are part of the Development Property and are subject to the terms and conditions of this Agreement; (b) that this Agreement is binding upon Developer's successors and assigns, specifically including all commercial tenants; (c) that certain of the terms and conditions of this Agreement specifically impact the tenant's use of and conduct of its business operations on the Development Property, which terms and conditions include, but are not necessarily limited to, Sections 4.1, 5.1(b), 6.2, 6.7, 7.2, 7.3 and 11.2; and (d) that the tenant agrees to operate its business and conduct its operations on the Development Property in a manner consistent with all of the terms and conditions of this Agreement.

Section 6.12. Relocation. Developer agrees and covenants that it shall not, absent written consent from the City, sell or lease the Minimum Improvements or Development Property to any enterprise that is relocating ("Relocating") to the City from another part of

Black Hawk County or a contiguous county during the term (the “Term”) of this Relocation provision (the “Relocation Provision”). “Relocating” or “Relocation” means the closure or substantial reduction of an enterprise’s existing operations in one area of the State and the initiation of substantially the same operation in the same county or a contiguous county in the State. The Term of this Relocation Provision will expire on the Termination Date as described in Section 11.9. In general, urban renewal incentives cannot be used for projects that involve a Relocating enterprise (whether the relocating enterprise is the developer, land owner, tenant, or otherwise) unless there is a written agreement regarding the use of economic incentives between the city where the business is currently located and the city to which the business is Relocating, either specific to this Project or in general (i.e., a fair play or neutrality agreement), or if the City finds that the use of tax increments in connection with the Relocation is in the public interest, which means that the business has provided a written affirmation that it is considering moving part or all of its operations out of the State and such action would result in either significant employment or wage loss in Iowa. Developer understands and agrees that if it sells or leases to a Relocating enterprise in violation of the Relocation Provision, as determined by the City in its sole discretion, such action shall be deemed an Event of Default under this Agreement, and, in addition to any remedies set forth in Section 10.2:

- (i) Developer shall be ineligible to receive any future property tax abatements that are provided for under Section 8.8 of this Agreement;
- (ii) Developer shall be responsible for paying the City an amount equal to the property tax abatements received by Developer under Section 8.8 of this Agreement, with interest thereon at the highest rate permitted by State law; and
- (iii) If Developer received all or a portion of the Development Property from the City for less than the full fair market value of the Development Property (“Full Value”), then the Developer shall pay the City the difference between the Full Value of the Development Property and what the Developer actually paid the City for such property. At the request of the City (which request need not be in writing), the Full Value of the Development Property shall be established by a licensed, certified appraiser to be selected by the City. Developer shall be responsible for paying any fees or costs associated with obtaining such appraisal.

ARTICLE VII. PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER

Section 7.1. Representation As to Development. The Developer represents and agrees that the purchase and improvement of the Development Property, and the other undertakings pursuant to this Agreement, are, and will be used, for the purpose of development of the Development Property and not for speculation in land holding. The Developer further acknowledges:

Item E.7.

- (a) the importance of the development of the Development Property to the general welfare of the community;
- (b) the substantial financing and other public aids that have been made available by law and by the City for the purpose of making such development possible; and
- (c) the fact that any act or transaction involving or resulting in a significant change of control of the development, is for practical purposes a transfer or disposition of the Development Property then owned and operated by the Developer, and the qualifications and identity of the Developer are of particular concern to the community and the City. The Developer further recognizes that it is because of such qualifications and identity that the City is entering into this Agreement with the Developer.

Section 7.2. Prohibition Against Transfer of Property and Assignment of Agreement. Except as otherwise expressly provided for in Section 7.4, Transfer of Interest in Developer or Transfer of Development Property to Permitted Transferees, for the foregoing reasons the Developer represents and agrees for itself, and its successors and assigns, that in addition to the provisions of Section 6.12 of this Agreement, prior to termination of the Termination Date:

- (a) Except only for (i) the purpose of obtaining financing necessary to enable the Developer to perform its obligations with respect to making the Minimum Improvements under this Agreement, (ii) leases to commercial tenants for all or a portion of the Minimum Improvements, and (iii) any other purpose authorized by this Agreement, the Developer (except as so authorized) has not made or created, and that the Developer will not, prior to the Termination Date, make or create, or suffer to be made or created, any total or partial sale, assignment, or conveyance, or any trust or power, or transfer in any other mode or form of or with respect to this Agreement or the Development Property, or any part thereof or any interest therein, or any contract or agreement to do any of the same, without the prior written approval of the City.
- (b) The City shall be entitled to require, except as otherwise provided in this Agreement, as conditions to any such approval that:
 - (1) Any proposed transferee shall have the qualifications and financial responsibility, as determined by the City, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Developer (or, in the event the transfer is of or relates to part of the

Development Property, such obligations to the extent that they relate to such part).

- (2) Any proposed transferee, by instrument in writing satisfactory to the City and in form recordable among the land records, shall, for itself and its successors and assigns, and expressly for the benefit of the City, have expressly assumed all of the obligations of the Developer under this Agreement and shall have agreed to be subject to all the conditions and restrictions to which the Developer is subject (or, in the event the transfer is of or relates to part of the Development Property, such obligations, conditions, and restrictions to the extent that they relate to such part): Provided, That the fact that any transferee of, or any other successor in interest whatsoever to, the Development Property, or any part thereof, shall, whatever the reason, not have assumed such obligations or so agreed, shall not (unless and only to the extent otherwise specifically provided in this Agreement or agreed to in writing by the City) relieve or exempt such transferee or successor of or from such obligations, conditions, or restrictions, or deprive or limit the City of or with respect to any rights or remedies or controls with respect to the Development Property or the construction of the Minimum Improvements; it being the intent of this provision, together with other provisions of this Agreement, that (to the fullest extent permitted by law and equity and excepting only in the manner and to the extent specifically provided otherwise in this Agreement) no transfer of, or change with respect to, ownership in the Development Property or any part thereof, or any interest therein, however consummated or occurring, and whether voluntary or involuntary, shall operate, legally or practically, to deprive or limit the City of or with respect to any rights or remedies or controls provided in or resulting from this Agreement with respect to the Development Property and the construction of the Minimum Improvements that the City would have had, had there been no such transfer or change.
- (3) Except leases to commercial tenants for all or a portion of the Minimum Improvements as provided in subsection (a)(ii) of this section, there shall be submitted to the City for review all instruments and other legal documents involved in effecting transfer; and if approved by the City, its approval shall be indicated to the Developer in writing.

Provided, further, that in the absence of specific written agreement by the City to the contrary, no such transfer or approval by the City thereof shall be deemed to relieve the

Item E.7.

Developer, or any other party bound in any way by this Agreement or otherwise with respect to the construction of the Minimum Improvements, from any of its obligations with respect thereto.

Section 7.3. Approvals. Any approval of a transfer of interest in the Developer, this Agreement, or the Development Property required to be given by the City under this Article VII may be denied only in the event that the City reasonably determines that the ability of the Developer to perform its obligations under this Agreement and its statutory duty, as owner, to pay ad valorem real property taxes assessed with respect to the Development Property, or the overall financial security provided to the City under the terms of this Agreement, or the likelihood of the Minimum Improvements being successfully constructed and operated pursuant to the terms of this Agreement, will be materially impaired by the action for which approval is sought.

Section 7.4. Transfer of Interest in Developer or Transfer of Interest in Development Property to Permitted Transferee. Notwithstanding the provisions of Sections 7.2 and 7.3, the City and the Developer agree that a transfer of ownership of the Development Property to a newly established corporation or limited liability company the ownership of which consists solely of the members of Developer (the “Permitted Transferee”), shall not trigger the provisions of Section 7.2 or Section 7.3, provided, however, that any transfer of the Development Property to the Permitted Transferee shall require the Permitted Transferee to agree in writing with the City (a) to expressly assume all of the obligations of the Developer under this Agreement, and (b) to agree to be subject to all of the conditions and restrictions to which the Developer is subject (or, in the event the transfer is of or relates to only part of the Development Property, such obligations, conditions, and restrictions to the extent that they relate to such part). Upon execution of an agreement in writing by the Permitted Transferee that (a) assumes all of the obligations of the Developer under this Agreement and (b) agrees to be subject to all of the conditions and restrictions to which the Developer is subject, the transfer of the Development Property, or the part thereof, shall be deemed approved upon delivery of such written assumption agreement to the City Clerk of the City.

ARTICLE VIII. CONVEYANCE OF DEVELOPMENT PROPERTY; CONDITIONS

Section 8.1 Conveyance of Development Property. Subject to hearing and authorization required under law, the City shall make a conveyance of title to the Development Property to Developer without any additional consideration other than the Developer’s covenants as contained in this Agreement.

Section 8.2 Form of Deed. The City shall convey clear title to the Development Property to the Developer by Quit Claim Deed (hereinafter called the “Deed”). Such conveyance and title shall be subject to the conditions, covenants and restrictions contained in the Urban Renewal Plan and this Agreement, shall be subject to restrictive

covenants, ordinances, and limited access provisions of record, if any, and to existing easements of record, but shall otherwise be free and clear of all other liens and encumbrances of record.

Section 8.3 Time and Place for Closing and Delivery of Deed. The City shall deliver the Deed and possession of the Development Property to the Developer on or before the 31st day of May, 2018, or on such other date as the parties hereto may mutually agree in writing (the “Closing Date”).

Section 8.4 Recordation of Deed. The Developer shall promptly file the Deed for recordation among the land records in the office of the Recorder of the County. The Developer shall pay all costs for so recording the Deed.

Section 8.5 Abstract of Title. The City shall provide an abstract of title continued only to the date of filing of the plat. It shall be the Developer’s responsibility to pay to have the abstract updated. This abstract shall become the property of the Developer at the time of delivery of the Deed.

Section 8.6 Conditions Precedent to Conveyance of Property. The City’s obligation to convey title and possession of the Development Property to the Developer on the Closing Date shall be subject to satisfaction of the following conditions precedent:

- (a) The Developer shall be in material compliance with all the terms and provisions of this Agreement;
- (b) The Developer shall have furnished the City with evidence, in a form reasonably satisfactory to the City (such as a letter of commitment from a bank or other lending institution), that the Developer has firm commitments for financing for the Project in an amount sufficient, together with equity commitments, to complete the Project in conformance with the Construction Plans, or the City shall have received such other evidence of the Developer’s financial ability as in the reasonable judgment of the City is required for the Project;
- (c) Execution of an Assessment Agreement by the City, the County and the Developer pursuant to Section 6.1 of this Agreement; and
- (e) Receipt of an opinion of counsel to the Developer in the form attached hereto as Exhibit E.

Section 8.7 Failure to Commence Construction of Minimum Improvements. In the event the Developer has not made substantial progress towards commencement of construction of the Minimum Improvements on the Development Property by no later than

Item E.7.

November 1, 2018, and commencement of construction does not appear imminent by no later than November 1, 2018, then Developer shall have committed an Event of Default within the meaning of Article X and Section 10.1 of this Agreement, and shall convey title to the Development Property to the City as provided in Section 10.2(d) of this Agreement by no later than February 1, 2019.

Section 8.8. No Partial Property Tax Exemption. In consideration of the covenants of the City as contained in this Agreement, Developer agrees that it shall not seek from the County or from the City, any partial or other exemption from taxation of industrial property as may be provided by Sections 25-36 through 25-45 of the Cedar Falls Code of Ordinances, and/or by Chapter 427B, Code of Iowa, with respect to any portion of the Development Property, or the Minimum Improvements located on the Development Property.

ARTICLE IX. INDEMNIFICATION

Section 9.1. Release and Indemnification Covenants.

- (a) The Developer releases the City and the governing body members, officers, agents, servants and employees thereof (hereinafter, for purposes of this Article IX, the "indemnified parties") from, covenants and agrees that the indemnified parties shall not be liable for, and agrees to indemnify, defend and hold harmless the indemnified parties against, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Minimum Improvements.
- (b) Except for any willful misrepresentation, or any willful or wanton misconduct, or any unlawful act, or any negligent act or omission of the indemnified parties, Developer agrees to protect and defend the indemnified parties, now or forever, and further agrees to hold the indemnified parties harmless, from any claim, demand, suit, action or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from any violation of any agreement or condition of this Agreement by the Developer, including but not limited to claims for the construction, installation, ownership, and operation of the Minimum Improvements.
- (c) The indemnified parties shall not be liable for any damage or injury to the persons or property of the Developer or its officers, agents, servants or employees or any other person who may be about the Minimum Improvements due to any act of negligence, including a negligent failure to act, of any person, other than any act of negligence on the part of any such indemnified party or its officers, agents, servants or employees.

- (d) The provisions of this Article IX shall survive the termination of this Agreement.

ARTICLE X. REMEDIES

Section 10.1. Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement, any one or more of the following events:

- (a) Failure by the Developer to cause the construction of the Minimum Improvements to be commenced and completed pursuant to the terms, conditions and limitations of Article III of this Agreement, subject to Unavoidable Delays;
- (b) Failure by the Developer or its successors to cause the Minimum Improvements to be reconstructed when required pursuant to Article III of this Agreement.
- (c) Failure by the City to cause the Development Property to be conveyed to the Developer pursuant to the terms, conditions and limitations of Section 8.1 of this Agreement, subject to Unavoidable Delays;
- (d) Transfer of the Developer's ownership interest in the Development Property or any interest of Developer in this Agreement, or the assets of Developer in violation of the provisions of Article VII of this Agreement, until the Termination Date;
- (e) Failure by the Developer until the Termination Date, to pay ad valorem taxes on the Development Property (except as may be specifically excluded by exemption under Section 8.8 of this Agreement);
- (f) Failure by the Developer until the Termination Date to substantially observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement;
- (g) The holder of any Mortgage on the Development Property, or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable Mortgage documents;
- (h) Sale or lease of the Minimum Improvements or Development Property in violation of the provisions of Section 6.12, Relocation, of this Agreement;

Item E.7.

- (j) The Developer shall:
 - (i) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended, or under any similar federal or state law; or
 - (ii) make an assignment for the benefit of its creditors; or
 - (iii) admit in writing its inability to pay its debts generally as they become due; or
 - (iv) be adjudicated a bankrupt or insolvent; or if a petition or answer proposing adjudication as a bankrupt or reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of the Developer or the Minimum Improvements, or part thereof, shall be appointed in any proceedings brought against the Developer and shall not be discharged within ninety (90) days after such appointment, or if the Developer shall consent to or acquiesce in such appointment; or
- (k) Any obligation, representation or warranty made by any party to this Agreement, any Exhibit hereto, or made by any party in any written statement or certificate pursuant to this Agreement, shall prove to have been incorrect, incomplete or misleading in any material respect on or as of the date of the issuance or making thereof.

Section 10.2. Remedies on Default. Whenever any Event of Default referred to in Section 10.1 of this Agreement occurs and is continuing, any party not in default may take any one or more of the following actions after the giving of thirty (30) days' written notice to the party in default, and the holder of the Mortgage, of the Event of Default, but only if the Event of Default has not been cured within said thirty (30) days, or if the Event of Default cannot reasonably be cured within thirty (30) days and the party in default does not provide assurances reasonably satisfactory to the party giving notice that the Event of Default will be cured as soon as reasonably possible:

- (a) The party giving notice may suspend its performance under this Agreement until it receives assurances from the party in default, deemed adequate by the party giving notice, that the party in default will cure the default and continue performance under this Agreement;

- (b) The party who is not in default may withhold the Certificate of Completion;
- (c) The party who is not in default may take any action, including legal, equitable or administrative action, which may appear necessary or desirable to recover damages proximately caused by the Default, or to enforce performance and observance of any obligation, agreement, or covenant, under this Agreement.
- (d) In the event the Developer fails to perform any one or more of the material obligations described in Article III of this Agreement in a timely manner, Developer shall thereupon immediately convey title to the Development Property to the City, free and clear of all liens and encumbrances, but subject to restrictive covenants, ordinances, and limited access provisions of record, if any, and to existing easements, if any. Developer shall also establish to the satisfaction of City and its legal counsel that no labor has been performed and no materials have been furnished by any contractor, subcontractor, or any other person, firm or entity, in connection with any improvements made to the Development Property within the ninety (90) days immediately preceding the date of said conveyance. Developer shall also deliver to City an abstract of title covering the Development Property, certified to a date subsequent to the date of said conveyance, showing that marketable title to the Development Property is vested in Developer and complies with the requirements of this subsection. Developer shall pay to City all general property taxes and special assessments, if any, due or to become due with respect to the Development Property, continuing until the Development Property is assessed to the City and is exempt from assessment for general property taxes by reason of its conveyance to and ownership by the City as a tax-exempt governmental body. Developer shall pay for all costs associated with conveyance of the Development Property to the City, including, but not limited to, abstracting, recording fees, and reasonable attorneys' fees. In the event the Developer fails to comply with the terms and conditions of this subsection (d) within the thirty (30) day period described in Section 10.2 of this Article, then the City may proceed as provided in Section 10.2(c) of this Article, to obtain a decree of specific performance against Developer for the conveyance of the Development Property to the City or, in lieu thereof, at the City's sole discretion, to obtain a judgment for monetary damages to compensate the City for the Developer's default, plus attorneys' fees and expenses as provided in Section 10.5.

Section 10.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the parties is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall

Item E.7.

impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 10.4. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 10.5. Agreement to Pay Attorneys' Fees and Expenses. Whenever any Event of Default occurs and a party not in default shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of a party in default herein contained, the party in default agrees that it shall, on demand therefor, pay to the party not in default the reasonable fees of such attorneys and such other expenses as may be reasonably and appropriately incurred by the party not in default in connection therewith.

ARTICLE XI. MISCELLANEOUS

Section 11.1. Conflict of Interest. Developer agrees that, to its best knowledge and belief, no member, officer or employee of the City, or its designees or agents, nor any consultant or member of the governing body of the City, and no other public official of the City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Project, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of this Project at any time during or after such person's tenure.

Section 11.2. Non-Discrimination. In carrying out the construction and operation of the Minimum Improvements, the Developer shall not discriminate against any employee or applicant for employment because of race, creed, color, gender, sex, national origin, age or disability. The Developer shall insure that applicants for employment are employed, and the employees are treated during employment, without regard to their race, creed, color, gender, sex, national origin, age or disability.

Section 11.3. Notices. Whenever this Agreement requires or permits any consent, approval, notice, request, proposal, or demand (collectively, "Notice") from one party to another, the Notice must be in writing and shall be effective upon actual receipt by the intended recipient, at the following addresses:

DEVELOPER: Mr. Rob Schuerman
President
Schuerman Construction, Inc.
3622 Pheasant Drive
Cedar Falls, Iowa 50613

With a copy to: John Larsen
Redfern, Mason, Larsen and Moore, P.L.C.
415 Clay Street
Cedar Falls, Iowa 50613

CITY City of Cedar Falls, Iowa
City Administrator
220 Clay Street
Cedar Falls, IA 50613

or to such other designated individual or officer or to such other address as any party shall have furnished to the other in writing in accordance herewith. Any party entitled to receive a Notice hereunder may change the address which it previously had specified for receiving the same, at any time and from time to time, by delivering a written change notice in accordance with the above provisions to the other parties at least five (5) business days prior to the effective date of such change.

Section 11.4. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 11.5. Provisions Not Merged With Deed. None of the provisions of this Agreement shall be merged by reason of the delivery of the Deed, and the Deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

Section 11.6. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 11.7. Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement between the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

Section 11.8. Successors and Assigns. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Item E.7.

Section 11.9. Termination Date of Assessment Agreement. This Agreement shall terminate and be of no further force or effect with respect to the Minimum Improvements on the termination of the Minimum Assessment Agreement, as provided in Section 6.1 of this Agreement and in the Minimum Assessment Agreement, the form of which is attached hereto as Exhibit D.

Section 11.10. Memorandum of Agreement. The parties agree to execute and record a Memorandum of Agreement for Private Development, in substantially the form attached as Exhibit F, to serve as notice to the public of the existence and provisions of this Agreement, and the rights and interests held by the City by virtue hereof. Developer shall pay all costs of recording.

Section 11.11. Immediate Undertaking. All parties agree to undertake immediately upon execution of this Agreement all of those obligations which require immediate action.

Section 11.12. No Partnership or Joint Venture. The relationship herein created between the parties is contractual in nature and is in no way to be construed as creating a partnership or joint venture between the Developer and any or all of the other parties.

Section 11.13. Captions. The captions, headings, and arrangements used in this Agreement are for convenience only and shall not in any way affect, limit, amplify, or modify the terms and provisions hereof.

Section 11.14. Number and Gender of Words. Whenever herein the singular number is used, the same shall include the plural where appropriate, and words of any gender shall include each other where appropriate.

Section 11.15. Invalid Provisions. If any provision of this Agreement or any agreement contemplated hereby is held to be illegal, void, invalid, or unenforceable under present or future laws effective during the term of such agreement; then: (i) such provision shall be fully severable; (ii) such agreement shall be construed and enforced as if such illegal, void, invalid, or unenforceable provision had never comprised a part of such agreement; and (iii) the remaining provisions of such agreement shall remain in full force and effect and shall not be affected by the illegal, void, invalid, or unenforceable provision or by its severance from such agreement. Furthermore, in lieu of such illegal, void, invalid, or unenforceable provision there shall be added automatically as a part of such agreement a provision as similar in terms to such illegal, void, invalid, or unenforceable provision as may be legal, valid, and enforceable, whether or not such a substitute provision is specifically provided for in such agreement. Notwithstanding the foregoing, in the event any provision involving material consideration by the City for the benefit of the Developer shall be held illegal, void, invalid or unenforceable, then the Developer shall have the right to cancel this Agreement, and upon such cancellation, this Agreement,

in its entirety, shall be rendered null and void; however, in that event, Developer shall proceed as described in Section 10.2(d) of this Agreement.

Section 11.16. Multiple Counterparts. This Agreement has been executed in a number of identical counterparts, each of which is to be deemed an original for all purposes and all of which constitute collectively one agreement, but in making proof of this Agreement it shall not be necessary to produce or account for more than one such counterpart.

Section 11.17. Authorization. Each party hereto represents that prior to its execution hereof all necessary company, governmental or other appropriate action, as applicable, including without limitation resolutions of their governing boards or bodies, has been taken to authorize the execution of this Agreement and the performance by such party of its respective obligations hereunder.

Section 11.18. Time of the Essence. Time is of the essence with respect to all matters described in this Agreement and related documents.

Section 11.19. Survival. Each provision of this Agreement shall survive the occurrence of the other provisions of this Agreement to the extent necessary to ensure full performance of said surviving provision.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, and the Developer has caused this Agreement to be duly executed in its name and behalf by its member, all on or as of the day first above written.

(SEAL)

CITY OF CEDAR FALLS, IOWA

By: _____
James P. Brown, Mayor

ATTEST:

By: _____
Jacqueline Daniels, MMC, City Clerk

Item E.7.

Schuerman Construction, Inc.,
an Iowa corporation

By: _____
Rob Schuerman, President

By: _____
Jocelyn Schuerman, Vice President

DEVELOPER

STATE OF IOWA, COUNTY OF BLACK HAWK ss.

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

Notary Public in and for Black Hawk County, Iowa

STATE OF IOWA, COUNTY OF BLACK HAWK, ss.

This record was acknowledged before me on the _____ day of _____, 2018, by Rob Schuerman, President, and Jocelyn Schuerman, Vice President, Schuerman Construction, Inc., an Iowa corporation.

Notary Public in and for the State of Iowa

EXHIBIT A

DEVELOPMENT PROPERTY

The Development Property is described as consisting of all that certain parcel or parcels of land located generally in the City of Cedar Falls, County of Black Hawk, State of Iowa, more particularly described as follows:

Lot 11, West Viking Road Industrial Park Phase I, City of Cedar Falls, Black Hawk County, Iowa (Contains 1.14 acres more or less).

Item E.7.

EXHIBIT B

MINIMUM IMPROVEMENTS

The Minimum Improvements shall consist of the construction of an Industrial Use Warehouse/Office Facility totaling at least 10,000 square feet of finished space, all as set forth in the Construction Plans and being as more particularly shown and in substantially the same configuration and scope as the Site Plans attached hereto and made a part hereof.

The Developer agrees to connect to the sanitary sewer, storm sewer, natural gas, electricity, water, underground telephone cable, internet and any other utilities services from their present locations to such location or locations on the Development Property as Developer deems appropriate, at its cost. The Developer also agrees to construct any driveway approaches and other paving, at its cost, in accordance with City ordinances.

The Developer also agrees to perform or cause to be performed all necessary grading, land preparation and all necessary building improvements, landscaping, storm water detention, signage, and all other site improvements, in all respects in entire conformity with all applicable codes and ordinances of the City, all at the Developer's cost. The submittal to City of plans for the construction of said improvements shall be in substantial conformity with the following schedule:

Schedule of Performance

<u>Activity to be Completed</u>	<u>Completion Date</u>
Issuance of Building Permit	November 1, 2018
Substantial Completion	October 1, 2019
Issuance of Occupancy Permit	October 1, 2019

EXHIBIT C

CERTIFICATE OF COMPLETION

WHEREAS, the CITY OF CEDAR FALLS, IOWA, a municipality (hereinafter called "City"), established pursuant to the Code of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2015 (Chapter 403 hereinafter called "Urban Renewal Act"); and Schuerman Construction, Inc., (hereinafter called the "Developer"), an Iowa corporation having its principal place of business at 3622 Pheasant Drive, Cedar Falls, Iowa 50613; did on or about the ____ day of _____, 2018, make, execute and deliver, each to the other, an Agreement for Private Development (the "Agreement"), wherein and whereby Developer agreed, in accordance with the terms of the Agreement, to develop and maintain certain real property located within the City and as more particularly described as follows:

Lot 11, West Viking Road Industrial Park Phase I, City of Cedar Falls, Black Hawk County, Iowa (Contains 1.14 acres more or less).

(the "Development Property"); and

WHEREAS, the Agreement incorporated and contained certain covenants and restrictions with respect to the development of the Development Property, and obligated Developer to construct certain Minimum Improvements (as defined therein) in accordance with the Agreement; and

WHEREAS, Developer performed said covenants and conditions insofar as they relate to the construction of said Minimum Improvements in a manner deemed by the City to be in conformance with the approved building plans to permit the execution and recording of this certification.

NOW, THEREFORE, pursuant to the Agreement, this is to certify that all covenants and conditions of the Agreement with respect to the obligations of Developer and its successors and assigns, to construct the Minimum Improvements have been completed and performed by Developer and are hereby released absolutely and forever terminated insofar as they apply to the land described herein. The County Recorder of Black Hawk County is hereby authorized to accept for recording and to record the filing of this instrument, to be a conclusive determination of the satisfactory termination of the covenants and conditions of said Agreement with respect to the construction of the Minimum Improvements.

Item E.7.

All other provisions of the Agreement shall otherwise remain in full force and effect until termination as provided therein.

(SEAL)

THE CITY OF CEDAR FALLS, IOWA

By: _____
James P. Brown, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC, City Clerk

STATE OF IOWA)
) ss:
COUNTY OF BLACK HAWK)

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

Notary Public in and for Black Hawk County, Iowa

EXHIBIT D

MINIMUM ASSESSMENT AGREEMENT

THIS MINIMUM ASSESSMENT AGREEMENT, dated as of this _____ day of _____, 2018, by and among the CITY OF CEDAR FALLS, IOWA, (the "City"), and Schuerman Construction, Inc., an Iowa corporation, (the "Developer"), and the COUNTY ASSESSOR for the County of Black Hawk, State of Iowa (the "Assessor").

WITNESSETH:

WHEREAS, on or before the date hereof the City and Developer have entered into an Agreement for Private Development dated as of _____, 2018 (the "Agreement") regarding certain real property located in the City legally described as:

Lot 11, West Viking Road Industrial Park Phase I, City of Cedar Falls, Black Hawk County, Iowa (Contains 1.14 acres more or less).

(the "Development Property"); and

WHEREAS, it is contemplated that pursuant to said Agreement, the Developer will undertake the development of the Development Property, which is within the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan; and

WHEREAS, pursuant to Section 403.6(19) of the Code of Iowa, 2017, as amended, the City and the Developer desire to establish a minimum actual taxable value for the facilities thereon to be constructed by the Developer pursuant to the Agreement (defined therein as the "Minimum Improvements"); and

WHEREAS, the City and the Assessor have reviewed the preliminary plans and specifications for the Minimum Improvements which it is contemplated will be erected.

NOW, THEREFORE, the parties to this Minimum Assessment Agreement, in consideration of the promises, covenants and agreements made by each other, do hereby agree as follows:

1. Upon substantial completion of construction of the above-referenced Minimum Improvements by the Developer, but no later than January 1, 2020, the minimum actual taxable value which shall be fixed for assessment purposes for the Minimum Improvements to be constructed on the Development Property by the Developer and the land that together comprise the Development Property, shall be not less than Six Hundred Thousand Dollars and no/100 Dollars (\$600,000.00) (hereafter referred to as the "Minimum Actual Value") until termination of this Minimum Assessment Agreement. The parties hereto expect that the construction of the above-referenced Minimum Improvements will be completed on or before October 1, 2019.

Item E.7.

Nothing herein shall be deemed to waive the Developer's rights under Iowa Code Section 403.6(19) to contest that portion of any actual taxable value assignment made by the Assessor in excess of the Minimum Actual Value established herein, or any actual taxable value assignment made by the Assessor to the Minimum Improvements or to the 1.14 acres of land, which together comprise the Development Property. In no event, however, shall the Developer seek to reduce the actual taxable value assigned below the Minimum Actual Value established herein during the term of this Agreement.

2. The Minimum Actual Value herein established shall be of no further force and effect and this Minimum Assessment Agreement shall terminate on December 31, 2030.

3. This Minimum Assessment Agreement shall be promptly recorded by the Developer with the Recorder of Black Hawk County, Iowa. The Developer shall pay all costs of recording.

4. Neither the preambles nor provisions of this Minimum Assessment Agreement are intended to, or shall be construed as, modifying the terms of the Agreement between the City and the Developer.

5. This Minimum Assessment Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties, and all holders of mortgages upon or security interests in the Development Property, including the land and the Minimum Improvements, to secure any loans with respect to the Development Property, including the land and the Minimum Improvements.

THE CITY OF CEDAR FALLS, IOWA

By: _____
James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

DEVELOPER:

Schuerman Construction, Inc.
An Iowa corporation

By: _____
Rob Schuerman, President

By: _____
Jocelyn Schuerman, Vice President

STATE OF IOWA)
) ss:
COUNTY OF BLACK HAWK)

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

Notary Public in and for Black Hawk County, Iowa

STATE OF IOWA)
) ss:
COUNTY OF BLACK HAWK)

This instrument was acknowledged before me on the _____ day of _____, 2018, by Rob Schuerman, President, and Jocelyn Schuerman, Vice President, Schuerman Construction, Inc., an Iowa corporation.

Notary Public in and for the State of Iowa

Item E.7.

CERTIFICATION OF ASSESSOR

The undersigned, having reviewed the plans and specifications for the Minimum Improvements to be constructed and the market value assigned to such Minimum Improvements, and being of the opinion that the minimum market value contained in the foregoing Minimum Assessment Agreement appears reasonable, hereby certifies as follows: The undersigned Assessor, being legally responsible for the assessment of the property described in the foregoing Minimum Assessment Agreement, upon completion of Minimum Improvements to be made on it and in accordance with the Minimum Assessment Agreement, certifies that the actual taxable value assigned to such Minimum Improvements and the 1.14 acres of land on which such Minimum Improvements are to be constructed, which together comprise the Development Property, upon completion shall not be less than \$600,000.00, until termination of this Minimum Assessment Agreement pursuant to the terms hereof.

County Assessor for Black Hawk County, Iowa

Date

STATE OF IOWA)
) ss.
COUNTY OF BLACK HAWK)

Subscribed and sworn to before me by _____,
County Assessor for Black Hawk County, Iowa.

Notary Public in and for the State of Iowa

Date

EXHIBIT E

FORM OF LEGAL OPINION

City of Cedar Falls
Attn: City Clerk
City Hall
220 Clay Street
Cedar Falls, Iowa 50613

RE: Agreement for Private Development by and between the City of Cedar Falls, Iowa and Schuerman Construction, Inc., an Iowa corporation

Gentlemen:

As counsel for Schuerman Construction, Inc. (the "Developer"), and in connection with the execution and delivery of a certain Development Agreement (the "Development Agreement") between the Developer and the City of Cedar Falls, Iowa (the "City") dated as of _____, 2018, we hereby render the following opinion:

We have examined the original certified copy, or copies otherwise identified to our satisfaction as being true copies, of the following:

- (a) The certificate of organization and operating agreement, together with all amendments thereto, of the Developer;
- (b) Resolutions of the members of the Developer at which action was taken with respect to the transactions covered by this opinion;
- (c) The Development Agreement;

and such other documents and records as we have deemed relevant and necessary as a basis for the opinions set forth herein.

Based on the pertinent law, the foregoing examination and such other inquiries as we have deemed appropriate, we are of the opinion that:

1. The Developer has been duly organized and is validly existing as a limited liability company under the laws of the State of Iowa and is authorized to do business in the State of Iowa. The Developer has full power and authority to execute, deliver and perform in full the Development Agreement and the Minimum Assessment Agreement; and the Development Agreement and the Minimum Assessment Agreement have been

Item E.7.

duly and validly authorized by action of the members, have been executed and delivered by an authorized manager of the Developer and, assuming due authorization, execution and delivery by the City, are in full force and effect and are valid and legally binding instruments of the Developer enforceable in accordance with their terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.

2. The execution, delivery and performance by the Developer of the Development Agreement, the Minimum Assessment Agreement, and the carrying out of the terms thereof, will not result in violation of any provision of, or in default under, the certificate of organization and operating agreement of the Developer or any indenture, mortgage, deed of trust, indebtedness, agreement, judgment, decree, order, statute, rule, regulation or restriction to which the Developer is a party or by which it or its property is bound or subject.

3. To our knowledge and after inquiry to Developer, there are no actions, suits or proceedings pending or threatened against or affecting the Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position or results of operations of the Developer or which in any manner raises any questions affecting the validity of the Development Agreement, the Minimum Assessment Agreement, or the Developer's ability to perform its obligations thereunder.

Very truly yours,

REDFERN, MASON, LARSEN, & MOORE, P.L.C.

By: _____

John Larsen, Attorney at Law
415 Clay Street
Cedar Falls, IA 50613

EXHIBIT F

MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT

WHEREAS, the CITY OF CEDAR FALLS, IOWA, a municipality (hereinafter called "City"), established pursuant to the Code of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2017 (Chapter 403 hereinafter called "Urban Renewal Act"); and Schuerman Construction, Inc., (hereinafter called the "Developer"), an Iowa corporation having its principal place of business at 3622 Pheasant Drive, Cedar Falls, Iowa 50613, did on or about the ____ day of _____, 2018, make, execute and deliver, each to the other, an Agreement for Private Development (the "Agreement"), wherein and whereby Developer agreed, in accordance with the terms of the Agreement and the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan (the "Plan"), to develop certain real property located within the City and within the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area and as more particularly described as follows:

Lot 11, West Viking Road Industrial Park Phase I, City of Cedar Falls, Black Hawk County, Iowa (Contains 1.14 acres more or less).

(the "Development Property"), and

WHEREAS, the term of the Agreement commenced on the ___ day of _____, 2018, and terminates on the 31st day of December, 2030, with respect to the Development Property, unless otherwise terminated as set forth in the Agreement; and

WHEREAS, the Parties desire to record a Memorandum of the Agreement referring to the Development Property and their respective interests therein.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. That the recording of this Memorandum of Agreement for Private Development shall serve as notice to the public that the Agreement contains provisions restricting conveyance, development and use of the Development Property and the improvements located and operated on such Development Property, and contains provisions dealing with the dollar amount of the minimum taxable value of the Development Property for general property tax purposes, and the length of time during which said minimum assessed value continues in effect, as provided for in Section 403.6(19), Code of Iowa.

2. That all of the provisions of the Agreement and any subsequent amendments thereto, if any, even though not set forth herein, are by the filing of this Memorandum of Agreement for Private Development made a part hereof by reference, and that anyone

Item E.7.

making any claim against any of said Development Property in any manner whatsoever shall be fully advised as to all of the terms and conditions of the Agreement, and any amendments thereto, as if the same were fully set forth herein.

3. That a copy of the Agreement and any subsequent amendments thereto, if any, shall be maintained on file for public inspection during ordinary business hours in the office of the City Clerk, City Hall, Cedar Falls, Iowa.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Agreement for Private Development on the _____ day of _____, 2018.

(SEAL)

CITY OF CEDAR FALLS, IOWA

By: _____
James P. Brown, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC, City Clerk

Schuerman Construction, Inc.
an Iowa corporation.

By: _____
Rob Schuerman, President

By: _____
Jocelyn Schuerman, Vice President

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

Notary Public in and for Black Hawk County, Iowa

STATE OF IOWA)
) ss:
COUNTY OF _____)

This record was acknowledged before me on the ____ day of _____, 2018, by Rob Schuerman, President, and Jocelyn Schuerman, Vice President, Schuerman Construction, Inc., an Iowa corporation.

Notary Public in and for the State of Iowa

Item E.7.



QUIT CLAIM DEED
THE IOWA STATE BAR ASSOCIATION
Official Form No. 106
Recorder's Cover Sheet

Preparer Information: (Name, address and phone number)

Kevin Rogers, City Attorney, 220 Clay Street, Cedar Falls, IA 50613, Phone: (319)
243-2713

Taxpayer Information: (Name and complete address)

Schuerman Construction, Inc., 3622 Pheasant Drive, Cedar Falls, IA 50613

Return Document To: (Name and complete address)

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

Grantors:

City of Cedar Falls, Iowa

Grantees:

Schuerman Construction, Inc.

Legal description: See Page 2

Document or instrument number of previously recorded documents:



QUIT CLAIM DEED

For the consideration of One Dollar(s) and other valuable consideration, City of Cedar Falls, Iowa

do hereby Quit Claim to Schuerman Construction, Inc., an Iowa corporation

all our right, title, interest, estate, claim and demand in the following described real estate in Black Hawk County, Iowa:

Lot 11, West Viking Road Industrial Park Phase I, City of Cedar Falls, Black Hawk County, Iowa; subject to the conditions, covenants and restrictions contained in that certain Agreement for Private Development entered into between Grantor and Grantee herein, and further subject to the conditions, covenants and restrictions contained in the Unified Highway 58 Corridor Urban Renewal Plan approved by Cedar Falls City Council Resolution No. 8196 approved and adopted on November 12, 1990 (Ordinance 1923), amended a first time by Resolution No. 10,224 on November 13, 1995 (Ordinance No. 2122), amended a second time by Resolution No. 13,862 on November 17, 2003 (Ordinance No. 2461), amended a third time by Resolution No. 18,377 on December 10, 2012 (Ordinance No. 2785), amended a fourth time by Resolution No. 19,263 on November 3, 2014, and amended a fifth time by Resolution No. 19,963 on April 18, 2016, and further subject to restrictive covenants, ordinances, and limited access provisions of record, if any, and to existing easements of record.

This deed is exempt according to Iowa Code 428A.2(6).

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate. Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated:

City of Cedar Falls, Iowa (Grantor) (Grantor)

(Grantor) (Grantor)

(Grantor) (Grantor)

STATE OF IOWA, COUNTY OF BLACK HAWK This record was acknowledged before me on James P. Brown as Mayor and Jacqueline Daniels, MMC, as City Clerk, City of Cedar Falls, Iowa

Signature of Notary Public



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 3, 2018
SUBJECT: Amendment No. 4 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan

At its April 2, 2018 meeting, City Council set a date of consultation and public hearing on the proposed Amendment No. 4 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan. As staff has noted on prior occasions, changes to Urban Renewal legislation (TIF) effective July 1, 2012 require that an Urban Renewal Plan Amendment be adopted by City Council to address ongoing or new development projects/costs proposed within an existing Urban Renewal Area.

In December 2012 the Amendment No. 1 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan was adopted. As City Council may recall, Unified Plan Amendment No. 1 "linked" the existing Cedar Falls Industrial Park to the Northern Cedar Falls Industrial Park using the Highway 58 Corridor as the linkage conduit. The primary objectives of establishing Amendment No. 1 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan were:

- 1. To link the two Industrial Park areas so the City could maximize the use of incremental tax revenue and more quickly pay off debt.
2. To complete and plan for infrastructure projects (both City and CFU) within the Highway 58 Corridor including proposed major future improvements at the Highway 58/Viking Road intersection.

In April of 2016, the Amendment No. 3 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan was adopted. The primary objectives of establishing Amendment No. 2 were to update and amend the Plan to remove projects that have been completed, to review ongoing existing projects and cost estimates, and to include new projects that are primarily identified in the City's most current Capital Improvements Program.

For the proposed Amendment No. 4 to the Cedar Falls Unified Highway 58 Corridor

Item E.9.

Urban Renewal Plan (copy attached as Exhibit 1 to Resolution), there are several goals that are being accomplished. The first is to remove several projects that have been completed and to update the cost estimate of another project that is already in the Plan. The second is to remove a portion of the area from the Plan that recently met its 20 year sunset date, and no longer allows for the City to collect tax increments out of (per State Code). And the third is to add two small areas of right-of-way along Viking Road (one area located east of Viking Road and the other area located west of Hudson Road) in order to better connect all of the areas within the Urban Renewal Area.

With the above information noted, a copy of the proposed Amendment No. 4 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan (Exhibit 1 to the Resolution) is attached for your review. Also attached within the plan are maps which show the areas being removed and areas being added. This Amendment No. 4 and related documents were drafted by Community Development staff in coordination with the Ahlers Law Office in Des Moines.

It is important to keep in mind that the projects and associated cost estimates are maximum expenditures for all potential projects that **may** occur within the Unified Urban Renewal Area over the next 1-5 years. To the best of our ability, staff is trying to identify as many potential future projects to minimize the need for constant plan amendments. However, the reality is that Plan Amendments will likely occur every 12+/- months to address completed projects and new projects identified through the City's annual CIP process.

Part of the legal requirement for an Urban Renewal Plan Amendment is to notify the local taxing entities (in this case Black Hawk County, Cedar Falls School District and Hudson School District) and conduct a "consultation session" to discuss the proposed Amendment No. 4 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan. A copy of the Minutes from the April 10, 2018 consultation session is attached along with the meeting agenda.

Prior to entering into any new Development Agreements or proceeding with future infrastructure projects within the area, it is required that Amendment No. 4 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan be adopted. The Community Development Department recommends that City Council adopt the following:

1. Resolution determining an area of the City to be an economic development area, and that the rehabilitation, conservation, redevelopment, development or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of the City; designating such area as appropriate for urban renewal projects; and adopting the Amendment No. 4 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan.
2. 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**).

If you have any questions pertaining to this memorandum, please contact the Community Development Department.

xc: Stephanie Houk Sheetz, Director of Community Development
Karen Howard, Planning & Community Services Manager
Jennifer Rodenbeck, Director of Finance & Business Operations
Nathan Overberg, Ahlers Law Office

Item E.9.

ITEMS TO INCLUDE ON AGENDA

CITY OF CEDAR FALLS, IOWA

May 7, 2018

7:00 P.M.

Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan

- Public hearing on the proposed Amendment No. 4 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan
- Resolution determining an area of the City to be an economic development area, and that the rehabilitation, conservation, redevelopment, development or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of the City; designating such area as appropriate for urban renewal projects; and adopting the Amendment No. 4 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan
- Consideration of Ordinance for the division of revenues under Iowa Code Section 403.19 for Amendment No. 4 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan

IMPORTANT INFORMATION

1. The above agenda items should be included, along with any other agenda items, in the meeting agenda. The agenda should be 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 body holding the meeting. If no such office exists, the notice must be posted at the building in which the meeting is to be held.
2. If you do not now have a bulletin board designated as above mentioned, designate one and establish a uniform policy of posting your notices of meeting and tentative agenda.
3. Notice and tentative agenda must be posted at least 24 hours prior to the commencement of the meeting.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE
CHAPTER 21 AND THE LOCAL RULES OF THE CITY.

May 7, 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 7:00 P.M., on the above date. There were present Mayor _____, in the chair, and the following named Council Members:

Absent: _____

Vacant: _____

* * * * *

Item E.9.

This being the time and place fixed for a public hearing on the matter of the adoption of the proposed Amendment No. 4 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan, the Mayor first asked for the report of the Planner II, or his delegate, with respect to the consultation held with the affected taxing entities to discuss the proposed Plan. The Council was informed that the consultation was duly held as ordered by the Council, and that _____ written recommendations were received from affected taxing entities. The report of the Planner II, or his delegate, with respect to the consultation was placed on file for consideration by the Council.

The Mayor then asked the City Clerk whether any written objections had been filed with respect to the proposed Amendment, and the City Clerk reported that _____ written objections thereto had been filed. The Mayor then called for any oral objections to the adoption of the Amendment No. 4 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan and _____ were made. The public hearing was then closed.

{ Attach summary of objections here }

Council Member _____ then introduced the following Resolution entitled "RESOLUTION 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 AMENDMENT NO. 4 TO THE CEDAR FALLS UNIFIED HIGHWAY 58 CORRIDOR URBAN RENEWAL PLAN" and moved:

- that the Resolution be adopted.
- to defer action on the Resolution and the proposal to the meeting to be held at _____ .M. on the _____ day of _____, 2018, at this place.

Council Member _____ seconded the motion. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

Item E.9.

RESOLUTION NO. _____

RESOLUTION 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 AMENDMENT NO. 4 TO THE CEDAR FALLS UNIFIED HIGHWAY 58 CORRIDOR URBAN RENEWAL PLAN

WHEREAS, by Resolution No. 8196, adopted November 12, 1990, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the Cedar Falls Industrial Park Urban Renewal Plan for the Cedar Falls Industrial Park Urban Renewal Area (the "Industrial Park Urban Renewal Area") described therein, which was subsequently amended by Resolution No. 10,224, adopted November 13, 1995, and by Resolution No. 13, 862, adopted November 17, 2003; and

WHEREAS, by Resolution No. 16,631, adopted September 28, 2009, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the Cedar Falls Northern Industrial Park Urban Renewal Plan for the Cedar Falls Northern Industrial Park Urban Renewal Area (the "Northern Industrial Park Urban Renewal Area") described therein; and

WHEREAS, the Industrial Park Urban Renewal Area and the Northern Industrial Park Urban Renewal Area were combined and renamed the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area (the "Unified Urban Renewal Area") by Amendment No. 1 to Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan (the "Plan") by Resolution No. 18,377, adopted December 10, 2012; and

WHEREAS, by Resolution No. 19,263, adopted November 3, 2014, this Council approved and adopted the Amendment No. 2 to the Plan; and

WHEREAS, by Resolution No. 19,963, adopted April 18, 2016, this City Council approved and adopted an Amendment No. 3 to the Plan; and

WHEREAS, this Urban Renewal Area currently includes and consists of:

Industrial Park Urban Renewal Area (1990)

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.

and

**Expanded Industrial Park Urban Renewal Area
Amendment No. 1 (1995)**

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

Item E.9.

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.

and

Industrial Park Urban Renewal Area **Amendment No. 2 (2003)**

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

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.

and

Northern Cedar Falls Industrial Park Urban Renewal Area - 2009

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

Item E.9.

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.

and

Amendment No. 1 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area

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:

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

Item E.9.

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 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

Item E.9.

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 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

Item E.9.

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.

and

Amendment No. 2 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area

No land was added or removed by Amendment No. 2 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area.

Amendment No. 3 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area

No land was added or removed by Amendment No. 3 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area.

WHEREAS, a proposed Amendment No. 4 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan ("Amendment No. 4" or "Amendment") for the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area described above has been prepared, which proposed Amendment has been on file in the office of the City Clerk and which is incorporated herein by reference, the purpose of which is to remove property, add right-of-way to retain a contiguous area, and update and modify the status and budget figures of certain previously identified projects within the Urban Renewal Area; and

WHEREAS, this proposed Amendment No. 4 removes land from the Urban Renewal Area, as follows:

Land Removed by Amendment No. 4 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area

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;
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;

Item E.9.

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;

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.

WHEREAS, this proposed Amendment No. 4 adds land to the Urban Renewal Area to maintain a contiguous area as follows:

Land Added by Amendment No. 4 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area

That part of the Viking Road right of way lying in the Southeast Quarter (SE ¼) of Section 25, Township 89 North, Range 14 West of the 5th Principal Meridian, described as follows:

Commencing at the Southeast corner of said Southeast Quarter;

thence along the South line of said Southeast Quarter West to the Southeast corner of Tract A in GENCOM Addition, being the Point of Beginning;

thence continuing along said South line West to a point being 1875.5 feet West of the Southeast corner of said Southeast Quarter;

thence on a line that is normal to the South line of said Southeast Quarter Northerly to the Northerly right of way line of said Viking Road;

Item E.9.

thence along said Northerly right of way line Easterly to the Southeast corner of Lot 4 in said GENCOM Addition;

thence along the East line of said GENCOM Addition Southerly to the Point of Beginning;

and also,

That part of the Viking Road right of way lying in the South Half (S 1/2) of Section 26, Township 89 North, Range 14 West of the 5th Principal Meridian, described as follows:

Beginning at the Southwest corner of said Section 26;

thence along the West line of said Section 26 North to the Northerly right of way line of said Viking Road;

thence along said Northerly right of way line Easterly to Easterly right of way line of Hudson Road;

thence South on a line that is normal to the South line of said Section 26 to the South line of said Section 26;

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

and also,

That part of Viking Road right of way lying in the South Half (S 1/2) of Sections 27, Township 89 North, Range 14 West of the 5th Principal Meridian, described as follows:

Beginning at the Southeast corner of said Section 27;

thence along the East line of said Section 27 North to the Northerly right of way line of said Viking Road;

thence along said Northerly right of line Westerly to the West line of the Southeast quarter of the Southeast quarter of said Section 27;

thence Southerly along said West line a distance of forty two (42) feet, as recorded in Document 2005-17138 in the Office of the Black Hawk County Recorder, to the South right of way line of said Viking Road;

thence Westerly along said right of way to the West line of the corporate limits of Cedar Falls, Iowa;

thence South along said corporate limits to the South line of said Section 27;

thence Easterly along said South line to the Point of Beginning.

WHEREAS, it is desirable that the Area be redeveloped as part of the activities described within the proposed Amendment No. 4; and

WHEREAS, by resolution adopted on April 2, 2018, this Council directed that a consultation be held with the designated representatives of all affected taxing entities to discuss the proposed Amendment No. 4 and the division of revenue described therein, and that notice of the consultation and a copy of the proposed Amendment No. 4 be sent to all affected taxing entities; and

WHEREAS, pursuant to such notice, the consultation was duly held as ordered by the City Council and all required responses to the recommendations made by the affected taxing entities, if any, have been timely made as set forth in the report of the Planner II, or his delegate, filed herewith and incorporated herein by this reference, which report is in all respects approved; and

WHEREAS, by resolution this Council also set a public hearing on the adoption of the proposed Amendment No. 4 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan for this meeting of the Council, and due and proper notice of the public hearing was given, as provided by law, by timely publication in the Waterloo-Cedar Falls Courier, which notice set forth the time and place for this hearing and the nature and purpose thereof; and

WHEREAS, in accordance with the notice, all persons or organizations desiring to be heard on the proposed Amendment No. 4, both for and against, have been given an opportunity to be heard with respect thereto and due consideration has been given to all comments and views expressed to this Council in connection therewith and the public hearing has been closed.

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

Section 1. That the findings and conclusions set forth or contained in Amendment No. 4 concerning the area of the City of Cedar Falls, State of Iowa, described in the preamble hereof, be and the same are hereby ratified and confirmed in all respects as the findings of this Council for this area.

Section 2. This Council further finds:

a) Although relocation is not expected, a feasible method exists for the relocation of any families who will be displaced from the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area into decent, safe and sanitary dwelling accommodations within their means and without undue hardship to such families;

b) The Plan, as amended, and Amendment No. 4 to the Plan conform to the general plan for the development of the City as a whole; and

c) Acquisition by the City is not immediately expected, however, as to any areas of open land to be acquired by the City included within the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area:

i. Residential use is not expected, however, with reference to any portions thereof which are to be developed for residential uses, this City Council hereby determines that a shortage of housing of sound standards and design with decency, safety and sanitation exists within the City; that the acquisition of the area for residential uses is an integral part of and essential to the program of the municipality; and that one or more of the following conditions exist:

Item E.9.

a. That the need for housing accommodations has been or will be increased as a result of the clearance of slums in other areas, including other portions of the urban renewal area.

b. That conditions of blight in the municipality and the shortage of decent, safe and sanitary housing cause or contribute to an increase in and spread of disease and crime, so as to constitute a menace to the public health, safety, morals, or welfare.

c. That the provision of public improvements related to housing and residential development will encourage housing and residential development which is necessary to encourage the retention or relocation of industrial and commercial enterprises in this state and its municipalities.

d. The acquisition of the area is necessary to provide for the construction of housing for low and moderate income families.

ii. Non-residential use is expected and with reference to those portions thereof which are to be developed for non-residential uses, such non-residential uses are necessary and appropriate to facilitate the proper growth and development of the City in accordance with sound planning standards and local community objectives.

Section 3. That the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area, as amended, continues to be an economic development area within the meaning of Iowa Code Chapter 403; that such area is eligible for designation as an urban renewal area and otherwise meets all requisites under the provisions of Chapter 403 of the Code of Iowa; 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 this City.

Section 4. That Amendment No. 4 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan of the City of Cedar Falls, State of Iowa, attached hereto as Exhibit 1 and incorporated herein by reference, be and the same is hereby approved and adopted as "Amendment No. 4 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan for the City of Cedar Falls, State of Iowa"; Amendment No. 4 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan of the City of Cedar Falls, State of Iowa, is hereby in all respects approved; and the City Clerk is hereby directed to file a certified copy of Amendment No. 4 with the proceedings of this meeting.

Section 5. That, notwithstanding any resolution, ordinance, plan, amendment or any other document, Amendment No. 4 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan shall be in full force and effect from the date of this Resolution until the Council amends or repeals the Plan. The proposed Amendment No. 4 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan shall be forthwith certified by the City Clerk, along with a copy of this Resolution, to the Recorder for Black Hawk County, Iowa, to be filed and recorded in the manner provided by law.

Section 6. That all other provisions of the Plan not affected or otherwise revised by the terms of Amendment No. 4, as well as all resolutions previously adopted by this City Council related to the Plan be and the same are hereby ratified, confirmed and approved in all respects.

PASSED AND APPROVED this 7th day of May, 2018.

Mayor

ATTEST:

City Clerk

Label the Amendment as Exhibit 1 (with all exhibits) and attach it to this Resolution.

Exhibit 1

AMENDMENT NO. 4 TO THE CEDAR FALLS UNIFIED HIGHWAY 58 CORRIDOR URBAN RENEWAL PLAN

CITY OF CEDAR FALLS, IOWA

Cedar Falls Industrial Park Urban Renewal Area (1990)
Expanded Industrial Urban Renewal Area (1995) – Amendment #1
Cedar Falls Industrial Park Urban Renewal Area (2003) – Amendment #2
Northern Cedar Falls Industrial Park Urban Renewal Plan (2009)
Amendment No. 1 to the Cedar Falls Unified Highway 58 Corridor
Urban Renewal Area (2012)
Amendment No. 2 to the Cedar Falls Unified Highway 58 Corridor
Urban Renewal Area (2014)
Amendment No. 3 to the Cedar Falls Unified Highway 58 Corridor
Urban Renewal Area (2016)
Amendment No. 4 to the Cedar Falls Unified Highway 58 Corridor
Urban Renewal Area (2018)

**AMENDMENT NO. 4 TO THE
CEDAR FALLS UNIFIED HIGHWAY 58 CORRIDOR URBAN RENEWAL PLAN**

CITY OF CEDAR FALLS, IOWA

INTRODUCTION AND BACKGROUND

In 1990, the City of Cedar Falls (“City”) established the Cedar Falls Industrial Park Urban Renewal Area with the adoption of an urban renewal plan for that area, approved by Resolution No. 8196. The urban renewal plan for the Cedar Falls Industrial Park Urban Renewal Area was amended two times, with the adoption of Amendment No. 1 to that area in 1995, approved by Resolution No. 10,224, and Amendment No. 2 to that area in 2003, approved by Resolution No. 13,862.

In 2009, the City established the North Cedar Falls Industrial Park Urban Renewal Area with the adoption of an urban renewal plan for that area, approved by Resolution No. 16,631.

In 2012, the City unified the Cedar Falls Industrial Park Urban Renewal Area and the North Cedar Falls Industrial Park Urban Renewal Area, creating the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area (the “Unified Area” or “Unified Urban Renewal Area”), with the adoption of Amendment No. 1 (“Amendment No. 1”) to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan (the “Plan” or “Urban Renewal Plan”), approved by Resolution No. 18,337. The Unified Urban Renewal Area has been amended twice since its unification, by Amendment No. 2 to the Urban Renewal Plan (“Amendment No. 2”), approved in 2014 by Resolution No. 19,263, and by Amendment No. 3 to the Urban Renewal Plan (“Amendment No. 3”), approved in 2016 by Resolution No. 19,963.

This Unified Urban Renewal Area is being further amended by this Amendment No. 4 to the Urban Renewal Plan (“Amendment” or “Amendment No. 4”) to remove property, add right of way to retain a contiguous area, and update and modify the status and budget figures of certain previously identified projects within the Urban Renewal Area.

Except as modified by this Amendment No. 4, the provisions of Urban Renewal Plan, as previously amended, are hereby ratified, confirmed, and approved and shall remain in full force and effect as provided herein. In case of any conflict or uncertainty, the terms of this Amendment shall control.

DESCRIPTION OF THE URBAN RENEWAL AREA

The property being removed by this Amendment No. 4 to the Urban Renewal Plan includes land that has already been developed as well as undeveloped property that is being removed to be placed in the South Cedar Falls Urban Renewal Area. The property being added to the Unified Urban Renewal Area by this Amendment No. 4

Item E.9.

includes a portion of the right of way along Viking Road in two locations in order to ensure the remaining portions of the Unified Area are contiguous.

A map of the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area, as amended, is in Exhibit A. The description of the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area, as amended, is in Exhibit B.

Maps of the land being added to and removed from the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area by this Amendment No. 4 are included in Exhibit C.

DISTRICT DESIGNATION

With the adoption of this Amendment No. 4, the City continues to designate the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area as an economic development area that is appropriate for the promotion of industrial and/or commercial development (including but not limited to corporate office and technology projects).

DEVELOPMENT PLAN

The City of Cedar Falls has a general plan for the physical development of the City, as a whole, designated as the “Cedar Falls Comprehensive Plan” adopted in May 2012. The Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan, as amended, and this Amendment No. 4, is in conformity with the Cedar Falls Comprehensive Plan. The urban renewal projects included in Amendment No. 4 also are consistent with the Cedar Falls Comprehensive Plan.

This Amendment No. 4 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan does not change or in any way replace the City’s current land use planning or zoning regulation process.

The need for improved traffic, public transportation, public utilities, recreational and community facilities, or other public improvements within the Unified Urban Renewal Area is set forth in this Urban Renewal Plan, as amended. As the Unified Area develops, the need for public infrastructure extensions and upgrades will be evaluated and planned for by the City.

PROJECT AREA OBJECTIVES

This Amendment makes no change to the Project Area Objectives for the Unified Urban Renewal Area as outlined in the Plan, as previously amended.

TYPE OF RENEWAL ACTIVITIES

This Amendment makes no change to the Types of Renewal Activities for the Unified Urban Renewal Area as outlined in the Plan, as previously amended.

URBAN RENEWAL PROJECTS
(AMENDMENT NO. 4)

This Amendment No. 4 proposes no new urban renewal projects for the Unified Urban Renewal Area, but provides updates on the progress of the urban renewal projects identified in Amendments No. 1, 2, and 3 to the Urban Renewal Plan as follows:

AMENDMENT NO. 1 URBAN RENEWAL PROJECTS

COMPLETED AND/OR FULLY CERTIFIED URBAN RENEWAL PROJECTS:

The following projects originally listed in Amendment No. 1 to the Urban Renewal Plan have been completed and/or their actual debt amounts fully certified by the City of Cedar Falls through 2017:

Description	Rationale	Cost to be Reimbursed by Incremental Tax Revenues
Construction of current or future public infrastructure within the Urban Renewal Plan Area to include new and reconstructed roadways, including but not limited to roadways in Phase III and IV of West Viking Road Industrial Park.	Economic Development – promotion of commercial/industrial	\$1,483,869
Infrastructure tied to the new or reconstructed roadways to include but not limited to water, sanitary sewer, storm sewer, gas, electric, rail and communications, including but not limited to infrastructure in Phases III and IV of West Viking Road Industrial Park.	Economic Development – promotion of commercial/industrial	\$2,000,000
Associated engineering, design and inspection costs for the future roadway and infrastructure projects, including but not limited to these costs incurred for Phases III and IV of West	Economic Development – promotion of commercial/industrial	\$750,000

Item E.9.

Viking Road Industrial Park.		
Viking Road 4 Lane project to include the design and construction to increase Viking Road from two lanes to four lanes from Westminster Drive to Hudson Road.	Economic Development – promotion of commercial/industrial	\$2,000,000
Phase II construction for Leverage Road north to Lone Tree Road west to Highway 218 Interchange along with associated infrastructure improvements, design and inspection.	Economic Development – promotion of commercial/industrial	\$2,000,000
Cedar Falls Wastewater Treatment Facility Sanitary Sewer Disinfection Project	Economic Development – promotion of commercial/industrial	\$2,645,000
Target Corporation for 2115 Technology Parkway	Economic Development – promotion of commercial/industrial	\$164,122 <i>(Completed since Amendment No. 3)</i>
	TOTAL:	\$11,042,991

ONGOING URBAN RENEWAL PROJECTS:

The following projects originally approved in Amendment No. 1 to the Urban Renewal Plan have not yet been completed and may occur over a period of 1-5 years or more:

Description	Rationale	Estimated cost to be Reimbursed by Incremental Tax Revenues
1) Development and Tax Rebate Agreements:		
Realty Income Properties 8, LLC for 1100 Technology Parkway	Economic Development- promotion of commercial/industrial	\$309,129
Development and Tax Rebate Agreements for	Economic Development- promotion of	\$3,500,000

future City Council approved agreements tied to increased taxable valuation and/or the creation/retention of jobs within the Urban Renewal Area.	commercial/industrial	
2) Land Acquisitions:		
City land acquisitions to accommodate future economic development growth and job creation within the Urban Renewal Area.	Economic Development-promotion of commercial/industrial	\$1,900,000
3) Legal Fees:		
Legal, consulting, recording, publication, and other miscellaneous fees associated with economic development projects occurring within the Urban Renewal Area.	Economic Development-promotion of commercial/industrial	\$350,000
4) City Identified Capital Improvement Projects:		
GIS mapping hardware and software allocated to the Urban Renewal Plan Area along with consultant fees for the development of mapping and data collection for areas within the Urban Renewal Plan Area.	Economic Development-promotion of commercial/industrial	\$100,000
Northern Cedar Falls Industrial Park insurance and maintenance for operation of the existing rail spur and future additional rail.	Economic Development-promotion of commercial/industrial	\$250,000
Industrial Park Signage Program to include the installation of new signage in the Northern Cedar Falls Industrial Park, Wayfinding	Economic Development-promotion of commercial/industrial	\$200,000

Item E.9.

Signage, or other appropriate City signage within the Urban Renewal Area, along with ongoing maintenance, repair, or replacement of existing signage within the Urban Renewal Area. Provides for a cohesive theme for both Industrial Parks.		
Sanitary sewer and other necessary infrastructure extensions for economic development growth along the Highway 20, Highway 58, Hudson Road and Ridgeway Avenue corridors within the Urban Renewal Area.	Economic Development-promotion of commercial/industrial	\$4,500,000
Highway 58 and Viking Road Intersection Improvements to include the study, design, construction of an interchange at the intersection of Highway 58 and Viking Road.	Economic Development-promotion of commercial/industrial	\$11,250,000 <i>(Amendment No. 4 adds \$1,250,000)</i>
Streetscape and public art installation and/or related in infrastructure to the installation that could include median, shoulder and roundabout improvements along Ridgeway Avenue, Hudson Road, Highway 58, Viking Road, or other areas within the Urban Renewal Area.	Economic Development-promotion of commercial/industrial	\$375,000
Cedar Falls Mayor's Pedestrian Bridge Crossing at Greenhill Road and Highway 58	Economic Development-promotion of commercial/industrial	\$3,000,000
5) Cedar Falls Utilities TIF Expenses:		
Additional gas utility	Economic Development-	\$1,000,000

installations and relocations necessary to accommodate future economic development and growth within the Urban Renewal Area.	promotion of commercial/industrial	
Additional water utility installations and relocations necessary to accommodate future economic development and growth within the Urban Renewal Area.	Economic Development-promotion of commercial /industrial	\$1,500,000
Additional communication utility installations and relocations necessary to accommodate future economic development and growth within the Urban Renewal Area.	Economic Development-promotion of commercial /industrial	\$2,700,000 (Amendment No. 3 added \$100,000)
	TOTAL for Ongoing Projects in Amendment No. 1:	\$30,934,129

The previously approved projects originally identified in Amendment No. 1 had a total estimated cost to be reimbursed through incremental tax revenues of \$54,755,000 at the time Amendment No. 1 was adopted. The updated total of \$30,934,129 noted above has been adjusted to remove the costs of fully-certified projects and account for increases in estimated project costs that are identified in this Amendment No. 4.

AMENDMENT NO. 2 URBAN RENEWAL PROJECTS

COMPLETED AND/OR FULLY CERTIFIED URBAN RENEWAL PROJECTS:

The following projects originally listed in Amendment No. 2 to the Urban Renewal Plan have been completed and/or their actual debt amounts fully certified by the City of Cedar Falls through 2017:

Description	Rationale	Cost to be Reimbursed by Incremental Tax Revenues
1) City Identified Improvement Projects		

Item E.9.

2015/2016 Pavement Management Program including but not limited to Asphalt Overlays of Commerce Drive from Chancellor Drive to end of new section, Nordic Drive from West Viking Road to north approximately 1,400', and Savannah Park Road from Chancellor Drive to Nordic Drive	Economic Development – promotion of commercial/industrial	\$584,711
2) Cedar Falls Utilities TIF Expenses		
Additional electrical production, distribution and transmission necessary to accommodate ongoing development and growth within the Urban Renewal Area. Includes balance of debt certification for Walter Scott #4 Generator and new future electrical debt by Cedar Falls Utilities.	Economic Development – promotion of commercial/industrial	\$10,000,000
	TOTAL:	\$10,584,711

ONGOING URBAN RENEWAL PROJECTS:

The following projects originally approved in Amendment No. 2 to the Urban Renewal Plan have not yet been completed and may occur over a period of 1-5 years or more:

Description	Rationale	Estimated cost to be Reimbursed by Incremental Tax Revenues
1) City Identified Improvement Projects		
2016-2018 Pavement Management Program for Full Panel Replacement and manholes within the Urban Renewal Area including but	Economic Development – promotion of commercial/ industrial	\$900,000

not limited to Nordic Drive South, Chancellor Drive, Enterprise Drive, Savannah Park Road, Performance Drive, Shawnee Road, Westminster Drive, Greenhill Road, Ridgeway Avenue East, Ridgeway Avenue West and Nordic Drive North.		
Prairie Lakes Trail Connection project in the areas of Chancellor Drive, Commerce Drive, Technology Parkway and Ridgeway Avenue. Includes design, construction and related project expenses.	Economic Development – promotion of commercial/ industrial	\$200,000
Cedar Falls Zoning Ordinance Update and Revisions. To include professional services related to the revising, amending, and updating the City’s Zoning Ordinance within the Urban Renewal Plan Area.	Economic Development— promotion of commercial/industrial	\$50,000
2) Personnel Costs and Other Administrative Expenses to Support Urban Renewal Projects and Planning		
Staffing/Personnel related expenses including but not limited to salary and benefits incurred by Community Development Department and other City personnel tied to supporting economic development and urban renewal projects within the Urban Renewal Area. Plan Amendment preparation and administration included.	Economic Development – promotion of commercial/ industrial	\$400,000
	TOTAL for Ongoing Projects in Amendment No. 2:	\$1,550,000

The previously approved projects originally identified in Amendment No. 2 had a total estimated cost to be reimbursed through incremental tax revenues of \$12,134,711 at the time Amendment No. 2 was adopted. The updated total of \$1,555,000 noted above has been adjusted to remove the costs of fully-certified projects.

Item E.9.

AMENDMENT NO. 3 URBAN RENEWAL PROJECTS

COMPLETED AND/OR FULLY CERTIFIED URBAN RENEWAL PROJECTS:

The following projects originally listed in Amendment No. 3 to the Urban Renewal Plan have been completed and/or their actual debt amounts fully certified by the City of Cedar Falls through 2017:

Description	Rationale	Cost to be Reimbursed by Incremental Tax Revenues
1) City Identified Improvement Projects		
Dry Run Creek Sanitary Sewer Improvements including replacing 5,400' of sewer main ranging from 30" to 42" and rehabilitating 1,760' of 36" sewer main due to showing signs of failure. Only those portions of the improvements that fall within the Urban Renewal Area are eligible for reimbursement. It has been determined that 38% of the total project falls within the Urban Renewal Area.	Economic Development – promotion of commercial/industrial	\$4,500,000
2016-2018 Pavement Management Program including but not limited to Asphalt Overlays of Technology Parkway from Hudson Road to Chancellor Drive, Westminster Drive from Nordic Drive to west approximately 1,500' to curve, and other overlay projects within the Urban Renewal Area.	Economic Development – promotion of commercial/industrial	\$800,000
	TOTAL:	\$5,300,000

ONGOING URBAN RENEWAL PROJECTS:

The following projects originally approved in Amendment No. 3 to the Urban Renewal Plan have not yet been completed and may occur over a period of 1-5 years or more:

Description	Rationale	Estimated cost to be Reimbursed by Incremental Tax Revenues
1) City Identified Improvement Projects		
Construction of current or future public infrastructure within the Urban Renewal Area to include new and reconstructed roadways in the Urban Renewal Area.	Economic Development – promotion of commercial/ industrial	\$2,500,000
Infrastructure tied to the new or reconstructed roadways to include but not limited to water, sanitary sewer, storm sewer, gas, electric, rail and communications in the Urban Renewal Area.	Economic Development – promotion of commercial/ industrial	\$2,000,000
Associated engineering, design and inspection costs incurred for the future roadway and infrastructure projects within the Urban Renewal Area.	Economic Development— promotion of commercial/industrial	\$500,000
University Avenue/Highway 58 Interchange reconstruction within the Urban Renewal Area including but not limited to the reconstruction of the road, right-of-way, roundabouts, grading, storm sewer, sanitary sewer, street lights, water main, landscaping, design and construction related inspection.	Economic Development – promotion of commercial/industrial	\$8,000,000

Item E.9.

Roadway and related infrastructure improvements including design, inspection and other associated costs for the extension of Commerce Drive, Viking Road, and other road extension or reconstruction projects within the Urban Renewal Area.	Economic Development – promotion of commercial/industrial	\$750,000
2) Cedar Falls Utilities TIF Projects		
Additional electric utility installations and relocations necessary for development and growth within the Urban Renewal Area.	Economic Development – promotion of commercial/industrial	\$2,800,000
	TOTAL for Ongoing Projects in Amendment No. 3:	\$16,550,000

The previously approved projects originally identified in Amendment No. 3 had a total estimated cost to be reimbursed through incremental tax revenues of \$21,850,000 at the time Amendment No. 3 was adopted. The updated total of \$16,550,000 noted above has been adjusted to remove the costs of fully-certified projects.

FINANCIAL DATA

Constitutional debt limit:	\$149,224,259
Current general obligation debt:	\$13,270,000

PROPOSED AMOUNT OF LOANS, ADVANCES, INDEBTEDNESS OR BONDS TO BE INCURRED

A specific amount of actual debt to be incurred for the previously approved on-going projects (Amendments No. 1, 2, and 3) has not yet been determined. The City Council will consider each Project proposal on a case-by-case basis to determine if it is consistent with the Plan and in the public's best interest to participate in the Project. These Projects, if approved, will commence and be concluded over a number of years. In no event will debt be incurred that would exceed the City's debt capacity. It is further expected that such indebtedness, including interest on the same, will be financed in whole or in part with tax increment revenues from the Urban Renewal Area.

Subject to the foregoing, it is estimated that the future costs to be certified for reimbursement through tax increment revenues for those projects identified in this Amendment No. 4 as ongoing projects from Amendments No. 1, 2, and 3, as updated in Amendment No. 4, will not exceed in total \$49,034,129.

URBAN RENEWAL FINANCING

The City intends to utilize various financing tools such as those described below to successfully undertake the proposed urban renewal actions. The City has the statutory authority to use a variety of tools to finance physical improvements within the Unified Area. These include:

A. Tax Increment Financing.

Under Section 403.19 of the Code of Iowa, urban renewal areas may utilize the tax increment financing mechanism to finance the costs of public improvements, economic development incentives, or other urban renewal projects. Upon creation of a tax increment district within the Unified Area, by ordinance, the assessment base is frozen and the amount of tax revenue available from taxes paid on the difference between the frozen base and the increased value, if any, is segregated into a separate fund for the use by the City to pay costs of the eligible urban renewal projects. Certain increased taxes generated by any new development, above the base value, are distributed to the taxing entities, if not requested by the City, and in any event upon the expiration of the tax increment district.

The City may also determine to use tax increment financing to provide incentives such as cash grants, loans, tax rebates, or other incentives to developers or private entities in connection with the urban renewal projects identified in this Plan. In addition, the City may determine to issue general obligation bonds, tax increment revenue bonds or such other obligations, or loan agreements for the purpose of making loans or grants of public funds to private businesses located in the Area for urban renewal projects. Alternatively, the City may determine to use available funds for making such loans or grants or other incentives related to urban renewal projects. In any event, the City may determine to use tax increment financing to reimburse the City for any obligations or advances.

B. General Obligation Bonds.

Under Division III of Chapter 384 and Chapter 403 of the Code of Iowa, the City has the authority to issue and sell general obligation bonds for specified essential and general corporate purposes, including the acquisition and construction of certain public improvements within the Unified Area and for other urban renewal projects or incentives for

Item E.9.

development consistent with this Plan. Such bonds are payable from the levy of unlimited ad valorem taxes on all the taxable property within the City of Cedar Falls. It may be, the City will elect to abate some or all of the debt service on these bonds with incremental taxes from this Unified Area.

Nothing herein shall be construed as a limitation on the power of the City to exercise any lawful power granted to the City under Chapter 15, Chapter 15A, Chapter 403, Chapter 427B, or any other provision of the Code of Iowa in furtherance of the objectives of this Urban Renewal Plan.

PROPERTY ACQUISITION/DISPOSITION

The City may finance or assist with financing the cost of land acquisitions in the Unified Area. The City will follow applicable legal proceedings and procedures for the acquisition and disposition of property.

RELOCATION

The City does not expect there to be any relocation required of residents or businesses as part of the proposed urban renewal projects; however, if any relocation is necessary, the City will follow all applicable relocation requirements.

STATE AND LOCAL REQUIREMENTS

All provisions necessary to conform to state and local laws will be complied with by the City and/or the developer in implementing this Urban Renewal Plan and its supporting documents, objectives and renewal activities.

REPEALER AND SEVERABILITY

Any parts of the Plan, as previously amended, in conflict with this Amendment are hereby repealed.

In the event one or more provisions contained in the Urban Renewal Plan, as amended, shall be held for any reason to be invalid, illegal, unauthorized or unenforceable in any respect, such invalidity, illegality, unauthorized or enforceability shall not affect any other provision of this Urban Renewal Plan, and this Urban Renewal Plan shall be construed and implemented as if such provisions had never been contained herein.

URBAN RENEWAL PLAN AMENDMENTS

This Urban Renewal Plan may be amended from time to time for a number of reasons, including but not limited to, change in the area, addition of new or modification of existing urban renewal projects, deletion of completed urban renewal projects, modification to urban renewal project costs, to add or change land use controls and

regulations, to modify goals or types of renewal activities, or to amend property acquisition and disposition provisions. The City Council may amend this Plan pursuant to appropriate procedures under Iowa Code Chapter 403.

EFFECTIVE PERIOD

This Amendment No. 4 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan will become effective upon its adoption by the Cedar Falls City Council and will remain in effect until it is repealed by City Council. This Amendment No. 4 is not adding any taxable property which could be subject to a “division of revenue.” This Amendment is making no changes to the effective dates or the duration of any division of revenue from any already existing subareas or amendment areas of the Unified Urban Renewal Area, as amended.

Item E.9.

EXHIBIT A
MAP OF THE UNIFIED URBAN RENEWAL AREA, AS AMENDED

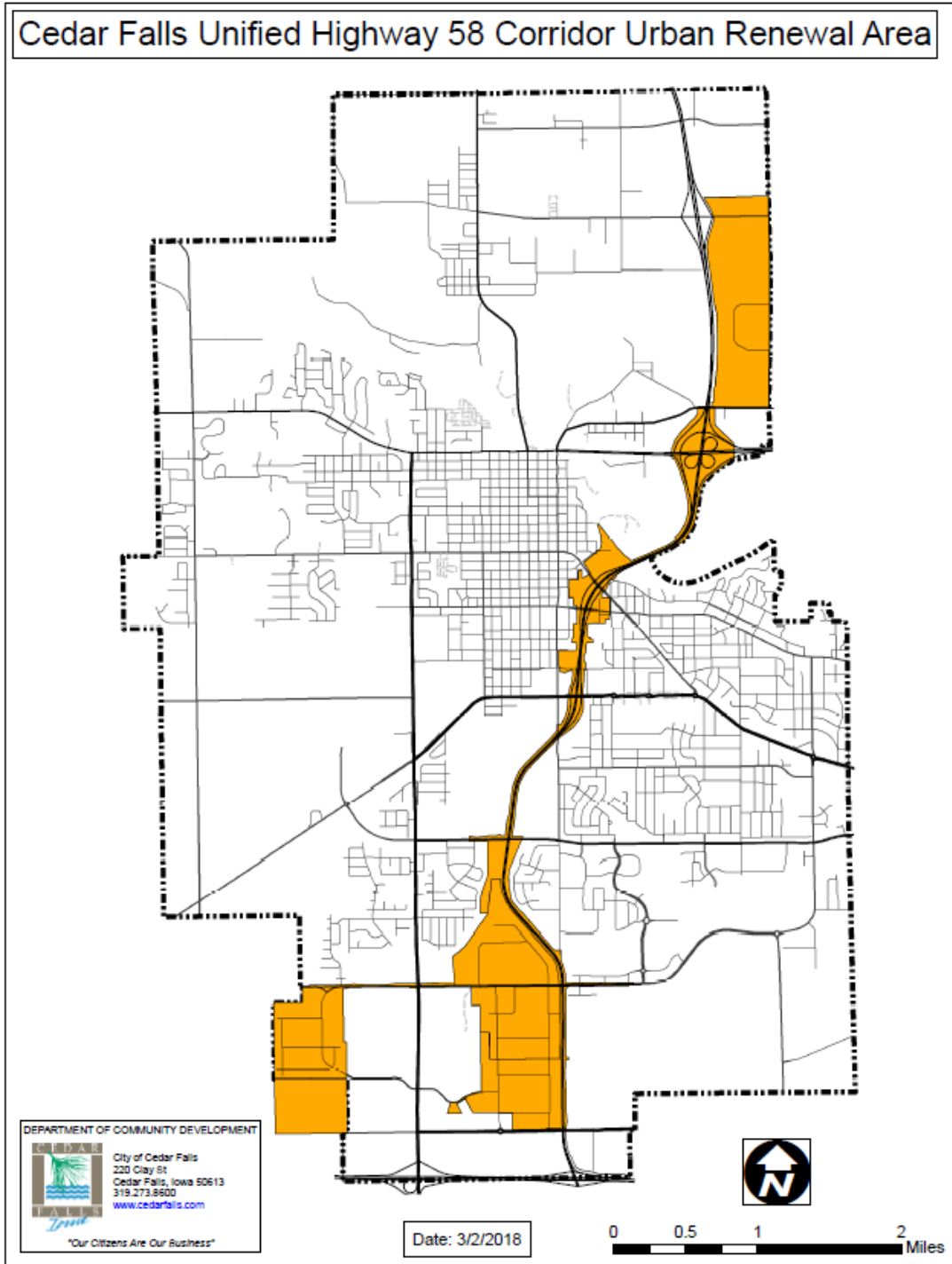


EXHIBIT B
LEGAL DESCRIPTION OF THE UNIFIED URBAN RENEWAL AREA, AS AMENDED

Industrial Park Urban Renewal Area (1990)

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.

and

Expanded Industrial Park Urban Renewal Area
Amendment No. 1 (1995)

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 1/2 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 1/2 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

Item E.9.

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.

and

Industrial Park Urban Renewal Area **Amendment No. 2 (2003)**

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

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.

and

Northern Cedar Falls Industrial Park Urban Renewal Area - 2009

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

Item E.9.

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.

and

Amendment No. 1 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area

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:

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

Item E.9.

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 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

Item E.9.

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 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

Item E.9.

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.

and

Land Added by Amendment No. 4 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area

That part of the Viking Road right of way lying in the Southeast Quarter (SE 1/4) of Section 25, Township 89 North, Range 14 West of the 5th Principal Meridian, described as follows:

Commencing at the Southeast corner of said Southeast Quarter;
thence along the South line of said Southeast Quarter West to the Southeast corner of Tract A in GENCOM Addition, being the Point of Beginning;
thence continuing along said South line West to a point being 1875.5 feet West of the Southeast corner of said Southeast Quarter;
thence on a line that is normal to the South line of said Southeast Quarter Northerly to the Northerly right of way line of said Viking Road;
thence along said Northerly right of way line Easterly to the Southeast corner of Lot 4 in said GENCOM Addition;
thence along the East line of said GENCOM Addition Southerly to the Point of Beginning;

and also,

That part of the Viking Road right of way lying in the South Half (S 1/2) of Section 26, Township 89 North, Range 14 West of the 5th Principal Meridian, described as follows:

Beginning at the Southwest corner of said Section 26;
thence along the West line of said Section 26 North to the Northerly right of way line of said Viking Road;
thence along said Northerly right of way line Easterly to Easterly right of way line of Hudson Road;
thence South on a line that is normal to the South line of said Section 26 to the South line of said Section 26;

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

and also,

That part of Viking Road right of way lying in the South Half (S 1/2) of Sections 27, Township 89 North, Range 14 West of the 5th Principal Meridian, described as follows:

Beginning at the Southeast corner of said Section 27;

thence along the East line of said Section 27 North to the Northerly right of way line of said Viking Road;

thence along said Northerly right of line Westerly to the West line of the Southeast quarter of the Southeast quarter of said Section 27;

thence Southerly along said West line a distance of forty two (42) feet, as recorded in Document 2005-17138 in the Office of the Black Hawk County Recorder, to the South right of way line of said Viking Road;

thence Westerly along said right of way to the West line of the corporate limits of Cedar Falls, Iowa;

thence South along said corporate limits to the South line of said Section 27;

thence Easterly along said South line to the Point of Beginning.

Land Removed by Amendment No. 4 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area

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;

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;

Item E.9.

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;

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;

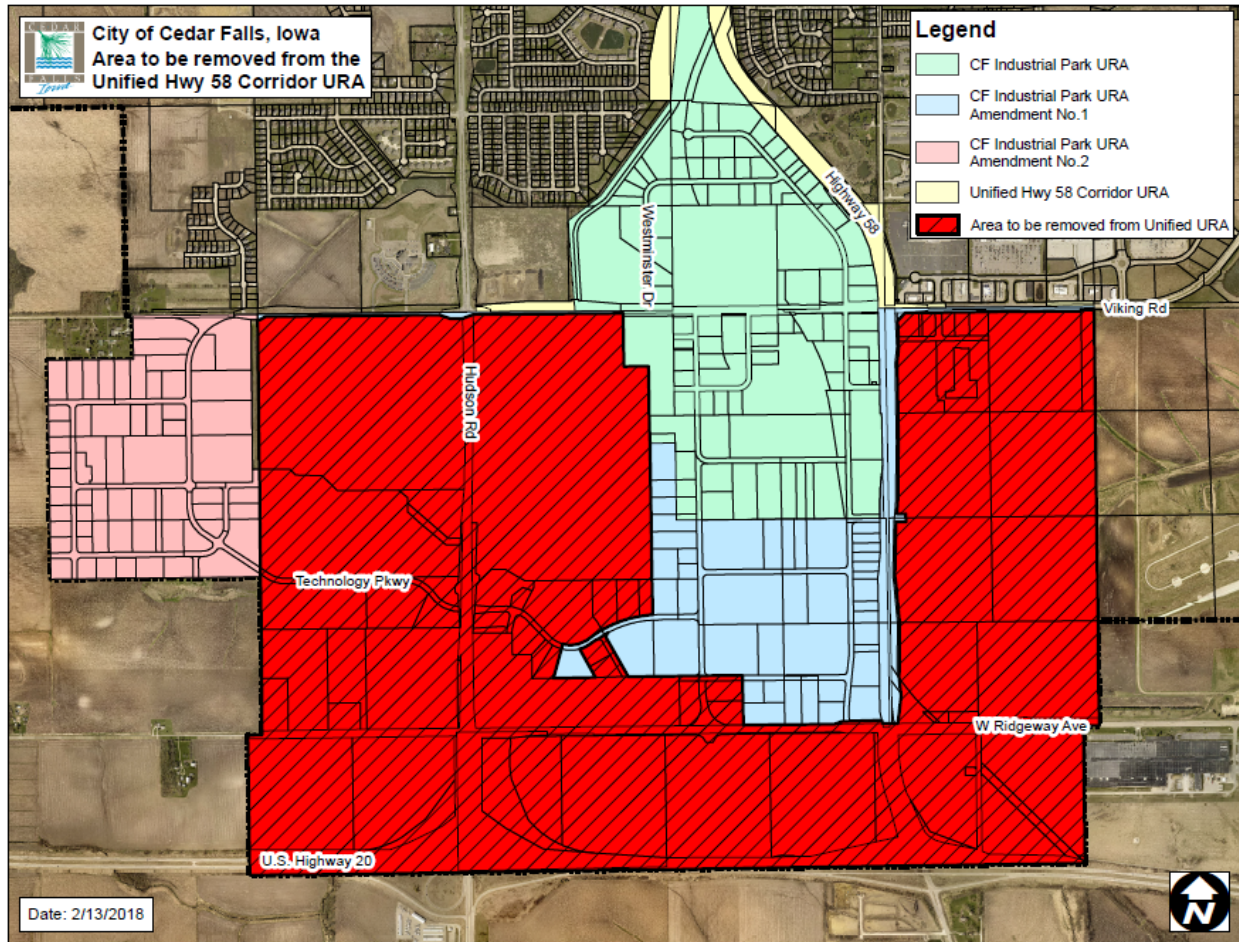
thence along the Northerly right of way line of said Commerce Drive East to the Northerly extension of the East line of said Ridgeway Park Addition;

Item E.9.

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.

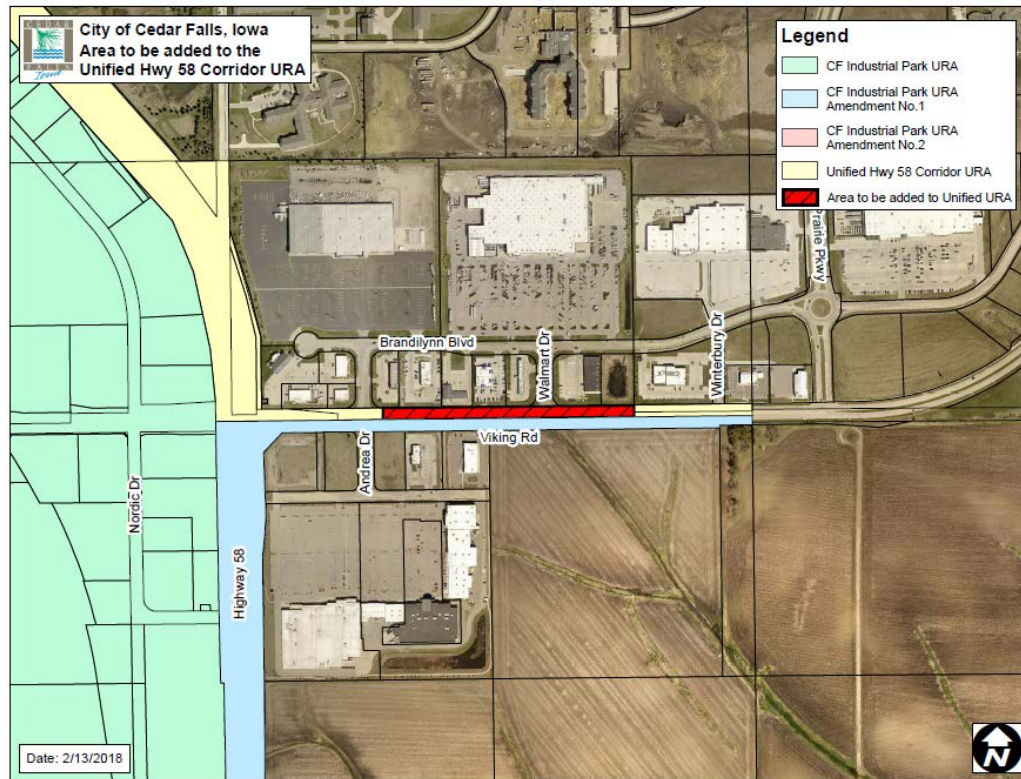
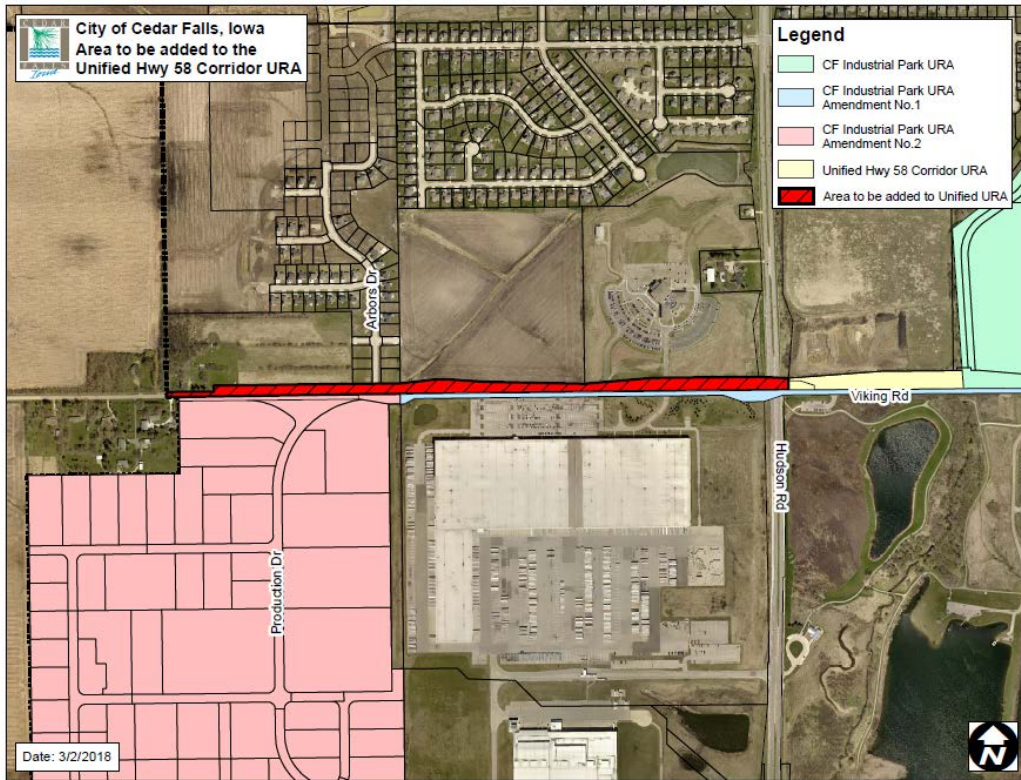
EXHIBIT C
MAPS OF THE AREA BEING REMOVED FROM & THE AREAS BEING ADDED TO
THE UNIFIED URBAN RENEWAL AREA BY AMENDMENT NO. 4

Area To Be Removed By Amendment No. 4:



Item E.9.

Areas To Be Added By Amendment No. 4:



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)

01465599-1\10283-159

Item E.9.

ORDINANCE NO. _____

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:

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

Item E.9.

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

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.

Item E.9.

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:

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,

Item E.9.

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

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

Item E.9.

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

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

Item E.9.

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. _____ 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;

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;

Item E.9.

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;

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.

Item E.9.

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

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

Item E.9.

Read First Time: _____, 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)

01465666-1\10283-159



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: Jacqueline Danielsen, MMC, City Clerk
FROM: Shane Graham, Planner II *sg*
DATE: April 10, 2018
SUBJECT: Amendment No. 4 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan Consultation Session Minutes

Jacque, attached for the City's file is an original of the Consultation Session Minutes from April 10, 2018 and the Consultation Session agenda. I will provide a copy of these materials to City Council for the May 7, 2018 public hearing.

Please let me know if you have any questions.

Item E.9.



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: Jacqueline Danielsen, MMC, City Clerk
FROM: Shane Graham, Planner II
DATE: April 10, 2018
SUBJECT: Consultation Session Minutes
Amendment No. 4 to the Cedar Falls Unified Highway 58 Corridor Urban
Renewal Plan

On Tuesday, April 10, 2018, a consultation session was held at 11:00 a.m. in the Duke Young Conference Room, City Hall, 220 Clay Street, Cedar Falls, Iowa regarding the City's proposal to establish and implement Amendment No. 4 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan. Those in attendance included:

1. Shane Graham, Planner II
2. Tony Voss, Hudson School District
3. Chrissi Wiersma, Hudson School District

Mr. Graham gave a brief summary of Amendment No. 4 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan, noting that it is taking out an area that has expired and adding in two small areas of right of way. Mr. Voss questioned if the Plan would have any impact on the mobile home park located along West Ridgeway Avenue, and Mr. Graham indicated that it would not and that the City has no plans to purchase or remove the mobile home park. Mr. Graham went over the implementation schedule, indicating that the Plan is scheduled for a public hearing by the Cedar Falls City Council on Monday, May 7, 2018.

Since there were no additional comments or questions, Mr. Graham ended the consultation session at 11:16 a.m.

Submitted by,

A handwritten signature in blue ink, appearing to read "Shane Graham".

Shane Graham
Planner II

**Amendment No. 4 to the Cedar Falls Unified Highway 58 Corridor
Urban Renewal Plan and Adoption of the South Cedar Falls Urban
Renewal Plan**

Consultation Session
April 10, 2018 @ 11:00 A.M.

AGENDA

1. Introduction of Attendees
2. Summary of Amendment #4 to Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan
3. Summary of the South Cedar Falls Urban Renewal Plan
4. Implementation Schedule
5. Questions
6. Adjourn



DEPARTMENT OF COMMUNITY DEVELOPMENT

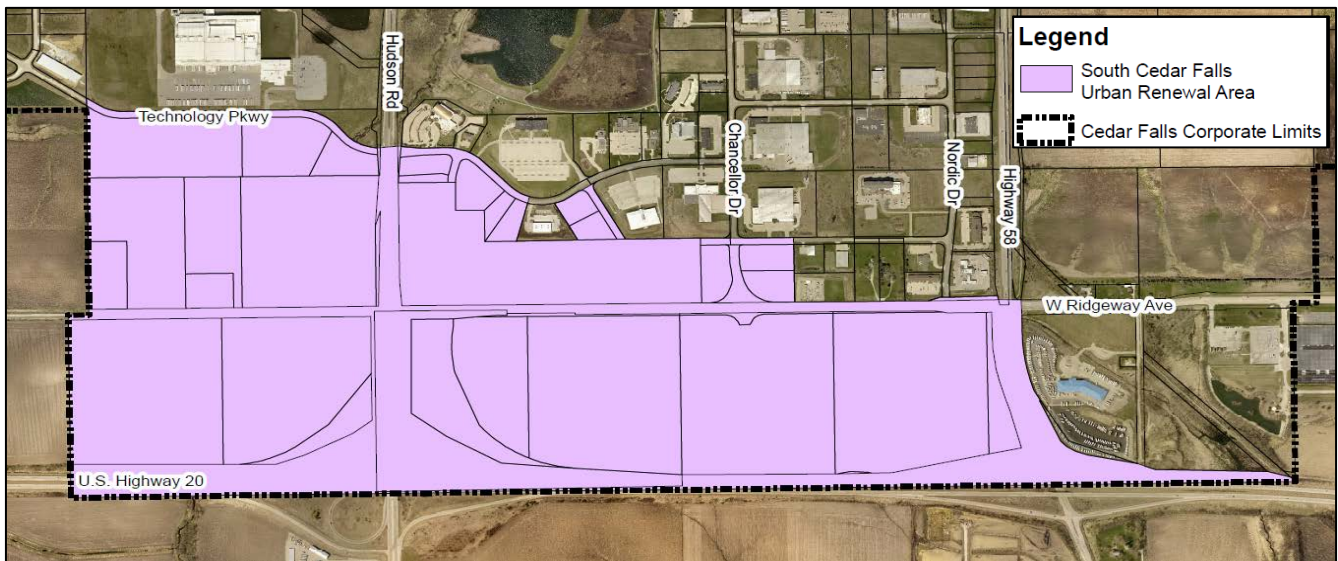
City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613
Phone: 319-273-8600
Fax: 319-273-8610
www.cedarfalls.com

INTEROFFICE MEMORANDUM
Planning & Community Services Division

TO: Honorable Mayor James P. Brown and City Council
FROM: Shane Graham, Planner II
DATE: May 3, 2018
SUBJECT: Adoption of the South Cedar Falls Urban Renewal Plan

At its April 2, 2018 meeting, City Council set a date of public hearing on the proposed South Cedar Falls Urban Renewal Plan. The proposed Urban Renewal Plan for the South Cedar Falls Urban Renewal Area has been developed to help promote economic development in this portion of Cedar Falls. The primary goal of this Plan is to stimulate, through public involvement and commitment, private investment in new and expanded commercial and industrial development in the Urban Renewal Area.

The South Cedar Falls Urban Renewal Area is being formed from property that was removed from the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area because it had not yet developed. By placing this property in a new urban renewal area, the City hopes to renew efforts to develop this portion of the City (see image below).



Proposed Urban Renewal Area Boundary

Item E.12.

As you can see in the proposed Plan, eligible urban renewal projects that may be undertaken within the area include development agreements, land acquisitions, extension of utilities by Cedar Falls Utilities, capital improvement/public infrastructure projects, and legal fees and expenses.

Part of the legal requirement for establishing a new Urban Renewal Plan is to notify the local taxing entities (in this case Black Hawk County, Cedar Falls School District and Hudson School District) and conduct a “consultation session” to discuss the proposed South Cedar Falls Urban Renewal Plan. A copy of the Minutes from the April 10, 2018 consultation session is attached along with the meeting agenda.

Another legal requirement for establishing a new Urban Renewal Plan is that the Planning and Zoning Commission must review and provide a recommendation finding that the proposed Plan is in conformance with the general plan for the development of the municipality as a whole (also known as the Cedar Falls Comprehensive Plan). The Planning and Zoning Commission did review the proposed South Cedar Falls Urban Renewal Plan at their April 25, 2018 meeting, where it was unanimously recommended that the proposed Plan was in conformance with the general plan for the development of the municipality as a whole (see attached minutes).

With the above information noted, a copy of the proposed South Cedar Falls Urban Renewal Plan (Exhibit 1 to the Resolution) is attached for your review. This Plan and related documents were drafted by Community Development staff in coordination with the Ahlers Law Office in Des Moines.

It is important to keep in mind that the projects and associated cost estimates are maximum expenditures for potential projects that **may** occur within the South Cedar Falls Urban Renewal Area over the next few years. To the best of our ability, staff is trying to identify all potential future projects to minimize the need for constant plan amendments (hopefully for the next 12-18 months) that require significant amounts of staff time and legal expense.

Prior to entering into any new Development Agreements or proceeding with future infrastructure projects within the area, it is required that the South Cedar Falls Urban Renewal Plan be adopted. The Community Development Department recommends that City Council adopt the following attached Resolution and Ordinance prepared by the Ahlers Law Office:

1. Resolution 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.
2. 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 an indebtedness, including bonds issued or to be issued, incurred by the City in connection with the South Cedar Falls Urban Renewal Area.

If you have any questions, please contact the Community Development Department.

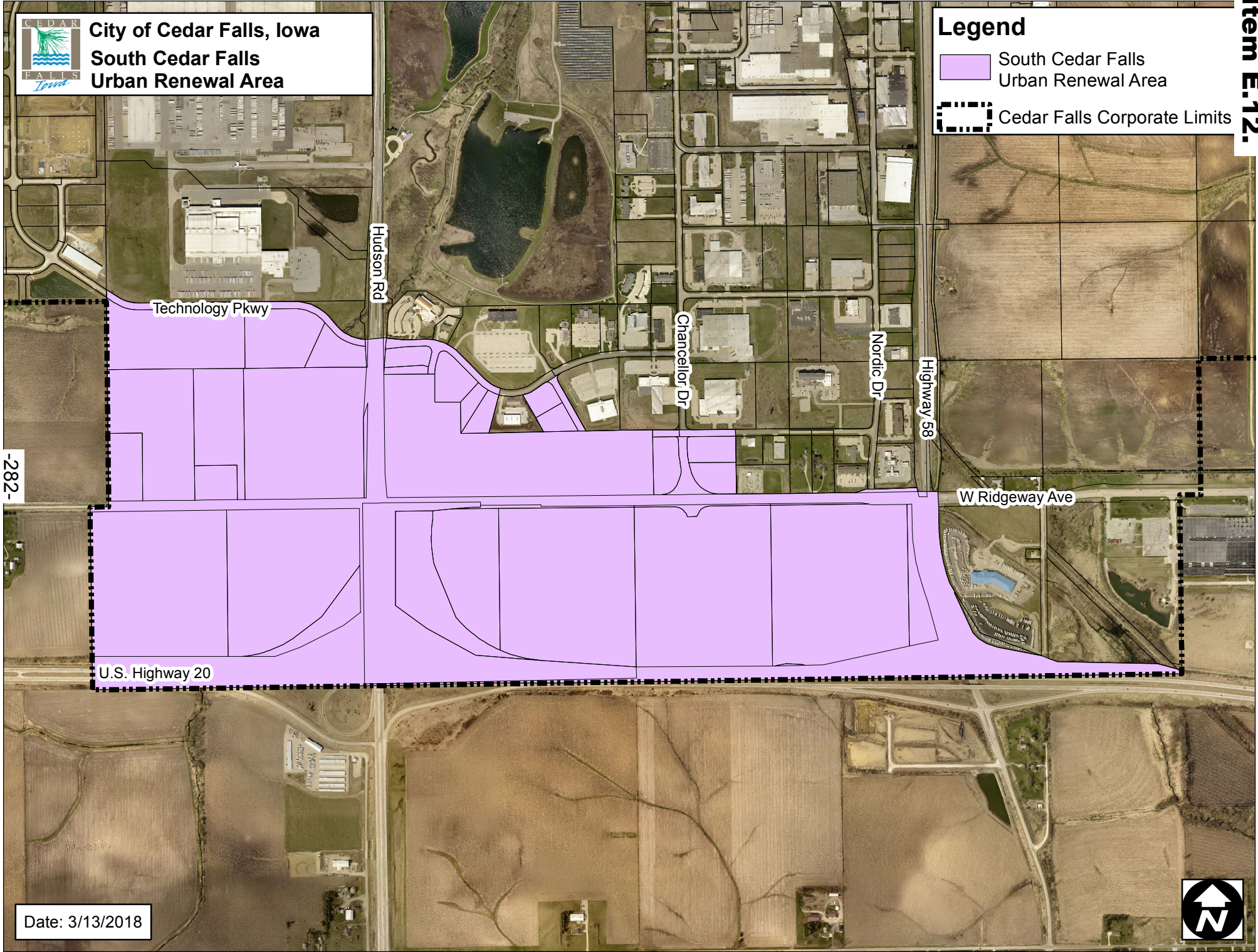
Xc: Stephanie Houk Sheetz, Director of Community Development
Karen Howard, Planning & Community Services Manager
Jennifer Rodenbeck, Director of Finance and Business Operations
Nathan Overberg, Ahlers Law Office



City of Cedar Falls, Iowa
South Cedar Falls
Urban Renewal Area

Legend

- South Cedar Falls Urban Renewal Area
- Cedar Falls Corporate Limits



-282-

Date: 3/13/2018



ITEMS TO INCLUDE ON AGENDA

CITY OF CEDAR FALLS, IOWA

May 7, 2018

7:00 P.M.

South Cedar Falls Urban Renewal Plan

- Public hearing on the proposed South Cedar Falls Urban Renewal Plan
- Resolution 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
- Consideration of Ordinance for the division of revenues under Iowa Code Section 403.19 for South Cedar Falls Urban Renewal Plan

IMPORTANT INFORMATION

1. The above agenda items should be included, along with any other agenda items, in the meeting agenda. The agenda should be 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 body holding the meeting. If no such office exists, the notice must be posted at the building in which the meeting is to be held.
2. If you do not now have a bulletin board designated as above mentioned, designate one and establish a uniform policy of posting your notices of meeting and tentative agenda.
3. Notice and tentative agenda must be posted at least 24 hours prior to the commencement of the meeting.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE
CHAPTER 21 AND THE LOCAL RULES OF THE CITY.

Item E.12.

May 7, 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 7:00 P.M., on the above date. There were present Mayor _____, in the chair, and the following named Council Members:

Absent: _____

Vacant: _____

* * * * *

This being the time and place fixed for a public hearing on the matter of the adoption of the proposed South Cedar Falls Urban Renewal Plan, the Mayor first asked for the report of the Planner II, or his delegate, with respect to the consultation held with the affected taxing entities to discuss the proposed Plan. The Council was informed that the consultation was duly held as ordered by the Council, and that _____ written recommendations were received from affected taxing entities. The report of the Planner II, or his delegate, with respect to the consultation was placed on file for consideration by the Council.

The City also was informed that the proposed Plan had been approved by the Planning and Zoning Commission as being in conformity with the general plan for development of the City as a whole, as set forth in the minutes or report of the Commission. The report or minutes were placed on file for consideration by the Council.

The Mayor then asked the City Clerk whether any written objections had been filed with respect to the proposed Plan, and the City Clerk reported that _____ written objections thereto had been filed. The Mayor then called for any oral objections to the adoption of the South Cedar Falls Urban Renewal Plan and _____ were made. The public hearing was then closed.

{ Attach summary of objections here }

Item E.12.

Council Member _____ then introduced the following Resolution entitled "RESOLUTION 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" and moved:

- that the Resolution be adopted.
- to defer action on the Resolution and the proposal to the meeting to be held at _____ .M. on the _____ day of _____, 2018, at this place.

Council Member _____ seconded the motion. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION NO. _____

RESOLUTION 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

WHEREAS, this Council has reasonable cause to believe that the area described below satisfies the eligibility criteria for designation as an urban renewal area under Iowa law; and

WHEREAS, a proposed South Cedar Falls Urban Renewal Plan ("Plan" or "Urban Renewal Plan") for the South Cedar Falls Urban Renewal Area ("Area" or "Urban Renewal Area") described below has been prepared, which proposed Plan has been on file in the office of the City Clerk and which is incorporated herein by reference; and

WHEREAS, this proposed Urban Renewal Area includes and consists of the following undeveloped property, a portion of which was removed from the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area by Amendment No. 4 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan:

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;

Item E.12.

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 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, the proposed South Cedar Falls Urban Renewal Area includes land classified as agricultural land and consequently written permission of the current owners has been obtained and to the extent the City is an owner of agricultural land in the Area, the City consents to the property's inclusion in the Area through the adoption of this resolution; and

WHEREAS, it is desirable that the Urban Renewal Area be redeveloped as described in the proposed South Cedar Falls Urban Renewal Plan to be known hereafter as the "South Cedar Falls Urban Renewal Plan"; and

WHEREAS, the Iowa statutes require the City Council to submit the proposed South Cedar Falls Urban Renewal Plan to the Planning and Zoning Commission for review and recommendation as to its conformity with the general plan for development of the City as a whole, prior to City Council approval thereof; and

WHEREAS, creation of the South Cedar Falls Urban Renewal Area and adoption of the South Cedar Falls Urban Renewal Plan therefore has been approved by the Planning and Zoning Commission for the City as being in conformity with the general plan for development of the City as a whole, as evidenced by its written report and recommendation filed herewith, which

report and recommendation is hereby accepted, approved in all respects and incorporated herein by this reference; and

WHEREAS, by resolution adopted on April 2, 2018, this Council directed that a consultation be held with the designated representatives of all affected taxing entities to discuss the proposed South Cedar Falls Urban Renewal Plan and the division of revenue described therein, and that notice of the consultation and a copy of the proposed South Cedar Falls Urban Renewal Plan be sent to all affected taxing entities; and

WHEREAS, pursuant to such notice, the consultation was duly held as ordered by the City Council and all required responses to the recommendations made by the affected taxing entities, if any, have been timely made as set forth in the report of the Planner II, or his delegate, filed herewith and incorporated herein by this reference, which report is in all respects approved; and

WHEREAS, by resolution this Council also set a public hearing on the adoption of the proposed South Cedar Falls Urban Renewal Plan for this meeting of the Council, and due and proper notice of the public hearing was given, as provided by law, by timely publication in the Waterloo-Cedar Falls Courier, which notice set forth the time and place for this hearing and the nature and purpose thereof; and

WHEREAS, in accordance with the notice, all persons or organizations desiring to be heard on the proposed South Cedar Falls Urban Renewal Plan, both for and against, have been given an opportunity to be heard with respect thereto and due consideration has been given to all comments and views expressed to this Council in connection therewith and the public hearing has been closed.

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

Section 1. That the findings and conclusions set forth or contained in the proposed "South Cedar Falls Urban Renewal Plan" for the area of the City of Cedar Falls, State of Iowa, legally described and depicted in the Plan and incorporated herein by reference (which area shall hereinafter be known as the "South Cedar Falls Urban Renewal Area"), be and the same are hereby adopted and approved as the findings of this Council for this area.

Section 2. This Council further finds:

a) Although relocation is not expected, a feasible method exists for the relocation of any families who will be displaced from the South Cedar Falls Urban Renewal Area into decent, safe and sanitary dwelling accommodations within their means and without undue hardship to such families;

b) The Urban Renewal Plan conforms to the general plan for the development of the City as a whole; and

Item E.12.

c) Acquisition by the City is not immediately expected, however, as to any areas of open land to be acquired by the City included within the South Cedar Falls Urban Renewal Area:

i. Residential use is not expected, however, with reference to any portions thereof which are to be developed for residential uses, this City Council hereby determines that a shortage of housing of sound standards and design with decency, safety and sanitation exists within the City; that the acquisition of the area for residential uses is an integral part of and essential to the program of the municipality; and that one or more of the following conditions exist:

a. That the need for housing accommodations has been or will be increased as a result of the clearance of slums in other areas, including other portions of the urban renewal area.

b. That conditions of blight in the municipality and the shortage of decent, safe and sanitary housing cause or contribute to an increase in and spread of disease and crime, so as to constitute a menace to the public health, safety, morals, or welfare.

c. That the provision of public improvements related to housing and residential development will encourage housing and residential development which is necessary to encourage the retention or relocation of industrial and commercial enterprises in this state and its municipalities.

d. The acquisition of the area is necessary to provide for the construction of housing for low and moderate income families.

ii. Non-residential use is expected and with reference to those portions thereof which are to be developed for non-residential uses, such non-residential uses are necessary and appropriate to facilitate the proper growth and development of the City in accordance with sound planning standards and local community objectives.

Section 3. That the South Cedar Falls Urban Renewal Area is an economic development area within the meaning of Iowa Code Chapter 403; that such area is eligible for designation as an urban renewal area and otherwise meets all requisites under the provisions of Chapter 403 of the Code of Iowa; 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 this City; and that the City hereby consents to the inclusion in the Area of property it owns which qualifies as agricultural land.

Section 4. That the South Cedar Falls Urban Renewal Plan, attached hereto as Exhibit 1 and incorporated herein by reference, be and the same is hereby approved and adopted as the "South Cedar Falls Urban Renewal Plan for the South Cedar Falls Urban Renewal Area"; the South Cedar Falls Urban Renewal Plan for such area is hereby in all respects approved; and the City Clerk is hereby directed to file a certified copy of the South Cedar Falls Urban Renewal Plan with the proceedings of this meeting.

Section 5. That, notwithstanding any resolution, ordinance, plan, amendment or any other document, the South Cedar Falls Urban Renewal Plan shall be in full force and effect from the date of this Resolution until the Council amends or repeals the Plan. Said South Cedar Falls Urban Renewal Plan shall be forthwith certified by the City Clerk, along with a copy of this Resolution, to the Recorder for Black Hawk County, Iowa, to be filed and recorded in the manner provided by law.

PASSED AND APPROVED this 7th day of May, 2018.

Mayor

ATTEST:

City Clerk

Label the Plan as Exhibit 1 (with all exhibits) and attach it to this Resolution.

Exhibit 1

SOUTH CEDAR FALLS URBAN RENEWAL PLAN

for the

SOUTH CEDAR FALLS URBAN RENEWAL AREA

CITY OF CEDAR FALLS, IOWA

South Cedar Falls Urban Renewal Plan - 2018

SOUTH CEDAR FALLS URBAN RENEWAL PLAN

CITY OF CEDAR FALLS, IOWA

INTRODUCTION AND BACKGROUND

This Urban Renewal Plan (“Plan” or “Urban Renewal Plan”) for the South Cedar Falls Urban Renewal Area (the “Area” or “Urban Renewal Area”) has been developed to help promote economic development in the City of Cedar Falls (the “City”). The primary goal of this Plan is to stimulate, through public involvement and commitment, private investment in new and expanded commercial and industrial development in the Urban Renewal Area.

This Urban Renewal Area is being formed from property that was removed from the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area because it had not yet developed. By placing this property in a new urban renewal area, the City hopes to renew efforts to develop this portion of the City.

In order to achieve this Plan’s objectives, the City intends to undertake urban renewal activities pursuant to the powers granted to it under Chapter 403 and Chapter 15A, *Code of Iowa*, as amended.

DESCRIPTION OF THE URBAN RENEWAL AREA

The South Cedar Falls Urban Renewal Area is illustrated in Exhibit A and described in Exhibit B.

The City reserves the right to modify the boundaries of the Area by amendments to this Plan.

AGREEMENT TO INCLUDE AGRICULTURAL LAND

Some of the property being included in the Urban Renewal Area is defined as “agricultural land” by Iowa Code Section 403.17(3). In accordance with Iowa Code Section 403.17(10), the owners of such property have entered into agreement(s) agreeing to allow the City to include their real property defined as “agricultural land” in the Urban Renewal Area. A copy of the signed agreement of each agricultural land owner within the Urban Renewal Area is attached as Exhibit C. The original signed agreements will be on file at City Hall.

AREA DESIGNATION

With the adoption of this Plan, the City of Cedar Falls designates this Urban Renewal Area as an economic development area that is appropriate for the promotion of industrial and/or commercial economic development.

BASE VALUE

Item E.12.

If the South Cedar Falls Urban Renewal Area is legally established, a Tax Increment Financing (TIF) Ordinance is adopted, and debt is certified all prior to December 1, 2018, the taxable valuation within the area included in the TIF Ordinance as of January 1, 2017, will be considered the frozen “base valuation.” If debt is not certified until a later date or if a TIF ordinance is not adopted until later, the “base value” will be the assessed value of the taxable property within the TIF Ordinance area as of January 1 of the calendar year preceding the calendar year in which the City first certifies the amount of any debt on the Area. It is possible that separate TIF ordinances for separate parcel(s) may be adopted as development in the Area warrants. In that case, each separate TIF ordinance area may have a separate base and separate sunset or expiration date.

DEVELOPMENT PLAN

The City of Cedar Falls has a general plan for the physical development of the City, as a whole, designated as the “Cedar Falls Comprehensive Plan” adopted in May 2012. This Urban Renewal Plan is in conformity with the Cedar Falls Comprehensive Plan. The urban renewal projects included in this Plan also are consistent with the Cedar Falls Comprehensive Plan.

The Plan does not modify the City’s existing zoning policies or designations.

The need for improved traffic, public transportation, public utilities, recreational and community facilities, or other public improvements within the Urban Renewal Area is set forth in this Urban Renewal Plan. As the Area develops, the need for public infrastructure extensions and upgrades will be evaluated and planned for by the City.

PLAN OBJECTIVES

Renewal activities are designed to provide opportunities, incentives, and sites to promote economic development, including new and expanded industrial and commercial development. More specific objectives for development within this Urban Renewal Area include:

1. To stimulate through public action and commitment, private investment in new commercial and industrial development.
2. To plan for and provide sufficient land for commercial or industrial development in a manner that is efficient from the standpoint of providing municipal services and that encourages the creation and retention of jobs.
3. To provide for the installation of public infrastructure, including gas, water, and communications infrastructure, and public facilities in the Urban Renewal Area, which ultimately contribute to the sound development of the entire City.

4. To provide a more marketable and attractive investment climate through the use of various governmental incentives.
5. To achieve a diversified, well-balanced economy providing a desirable standard of living, creating job opportunities, and strengthening the tax base.
6. To develop a sound economic base that will serve as the foundation for future growth and development.
7. To provide reimbursement of City personnel costs and other administrative and legal fees associated with the development and implementation of urban renewal projects within the Urban Renewal Area.

TYPE OF RENEWAL ACTIVITIES

To meet the objectives of this Urban Renewal Plan and to encourage the development of the Urban Renewal Area, the City intends to utilize the powers conferred under Chapter 403 and Chapter 15A, *Code of Iowa*. Activities may include:

1. To undertake and carry out urban renewal projects through the execution of leases, contracts, and other instruments.
2. To make or have made surveys, studies, and plans necessary for the implementation of the Urban Renewal Program or specific urban renewal projects.
3. To arrange for or cause to be provided the construction, relocation, or repair of public infrastructure, including but not limited to, streets, water, storm sewer, sanitary sewer, public utilities, sidewalks, street lights and signs, streetscaping and landscaping, or other related facilities and activities in connection with urban renewal projects.
4. To acquire property through a variety of means (purchase, lease, option, contract, etc.) and to hold, clear, or prepare the property for redevelopment, or to dispose of property.
5. To provide for the construction of specific site improvements such as grading and site preparation activities including site/soil reports and studies, access roads and parking, fencing, utility connections, and related activities.
6. To make loans, forgivable loans, tax rebate payments, or other types of economic development grants or incentives to private persons or businesses for economic development purposes on such terms as may be determined by the City Council.

Item E.12.

7. To use tax increment financing to facilitate urban renewal projects, including, but not limited to, financing to achieve a more marketable and competitive land offering price and to provide for necessary physical improvements and infrastructure.
8. To borrow money and to provide security therefor.
9. To provide contributions and/or incentives for appropriate redevelopment and development projects.
10. To use any or all other powers granted by the Urban Renewal Act to develop and provide for improved economic conditions for the City of Cedar Falls and the State of Iowa.

Nothing herein shall be construed as a limitation on the power of the City to exercise any lawful power granted to the City under Chapter 15, Chapter 15A, Chapter 403, Chapter 427B, or any other provision of the *Code of Iowa* in furtherance in of the objectives of this Urban Renewal Plan.

ELIGIBLE URBAN RENEWAL PROJECTS

1. Development Agreements

The City expects to consider requests for development agreements for projects that are consistent with this Plan, in the City's sole discretion. Such agreements are unknown at this time, but based on past history, and dependent on development opportunities and climate, the City expects to consider a broad range of incentives as authorized by this Plan, including but not limited to, land, loans, grants, tax rebates, public infrastructure assistance, and other incentives. The costs of such development agreements are estimated not to exceed \$5,000,000.

2. Land Acquisitions

The City expects to consider acquiring land in the Urban Renewal Area to accommodate future economic development and facilitate the provision of public services in an efficient manner that allows the City to provide these services to new and expanded businesses in the Urban Renewal Area. These acquisitions are expected to occur over the life of the Area as development occurs. The costs of such land acquisitions are estimated not to exceed \$5,000,000.

3. Extensions of Utilities by Cedar Falls Utilities

The City expects to enter into agreements with Cedar Falls Utilities providing for the extension of services by Cedar Falls Utilities in the Urban Renewal Area, to ensure the installation and/or relocation of utility infrastructure as necessary to accommodate and promote economic development and growth in the Urban Renewal Area. The agreement(s) will likely provide for the provision of infrastructure for the following

utilities: gas, water, communication, and electric. The extension of utility services will take place over the life of the Area as development occurs. The cost of these agreements to be reimbursed through tax increment financing is estimated not to exceed \$5,000,000.

4. Capital Improvement Projects/Public Infrastructure Projects

Project	Estimated Project Date	Not to Exceed	Rationale
Sanitary sewer and other necessary infrastructure extensions for economic development growth along the Highway 20, Highway 58, Hudson Road and Ridgeway Avenue corridors within the Urban Renewal Area.	2019-2039	\$5,000,000	Economic Development-promotion of commercial/industrial
Construction of current or future public infrastructure within the Urban Renewal Area to include new and reconstructed roadways in the Urban Renewal Area.	2019-2039	\$5,000,000	Economic Development-promotion of commercial/industrial
Other infrastructure tied to development, including but not limited to water, sanitary sewer, storm sewer, gas, electric, rail and communications in the Urban Renewal Area.	2019-2039	\$2,000,000	Economic Development-promotion of commercial/industrial
Construction, design, studies, inspection, and all other related costs for potential roadway modifications within the Urban Renewal Area, including but not limited to intersection improvements or modifications, new roadways, turning lanes, medians, and other road related improvements.	2019-2039	\$2,000,000	Economic Development-promotion of commercial/industrial
Streetscape, landscaping and public art installation along roadways within the Urban Renewal Area.	2019-2039	\$400,000	Economic Development-promotion of commercial/industrial
Industrial Park Signage Program to include the installation of new	2019-2039	\$200,000	Economic Development-

Item E.12.

signage in the South Cedar Falls Industrial Park, Wayfinding Signage, or other appropriate City signage within the Urban Renewal Area, along with ongoing maintenance, repair, or replacement of existing signage within the Urban Renewal Area.			promotion of commercial/industrial
--	--	--	------------------------------------

5. Fees, Costs, and Expenses (for urban renewal projects and planning)

Project	Estimated Project Date	Not to Exceed
Legal Fees:		
Legal, consulting, recording, publication, and other miscellaneous fees associated with land acquisition and economic development projects occurring within the Urban Renewal Area.	2019-2039	\$500,000
Personnel Costs and Other Administrative Expenses to Support Urban Renewal Projects and Planning:		
Staffing/Personnel related expenses including but not limited to salary and benefits incurred by Community Development Department and other City personnel tied to supporting economic development and urban renewal projects within the Urban Renewal Area. Plan Amendment preparation and administration included.	2019-2039	\$500,000
Engineering, Planning, and Study Costs:		
Engineering, design and inspection costs incurred for future roadway and infrastructure projects within the Urban Renewal Area.	2019-2039	\$1,000,000
Planning, design, studies and associated costs for the development of land within the Urban Renewal Area.	2019-2025	\$500,000
Traffic planning and studies tied to any roadway improvement projects.	2019-2039	\$200,000

FINANCIAL DATA

Constitutional debt limit (as of July 1, 2017):	\$149,224,259
Current general obligation debt:	\$13,270,000
Proposed amount of indebtedness to be incurred:	\$32,300,000
(This amount does not include financing costs, which will be incurred over the life of the Area.)	

**PROPOSED AMOUNT OF LOANS, ADVANCES, INDEBTEDNESS
OR BONDS TO BE INCURRED**

A specific amount of actual debt to be incurred for the Eligible Urban Renewal Projects has not yet been determined. This document is for planning purposes only. The estimated project costs in this Plan are estimates only and will be incurred and spent over a number of years. In no event will the City's constitutional debt limit be exceeded. The City Council will consider each project proposal on a case-by-case basis to determine if it is in the City's best interest to participate before approving an urban renewal project or expense. It is further expected that such indebtedness, including interest on the same, may be financed in whole or in part with tax increment revenues from the Urban Renewal Area.

Subject to the foregoing, it is estimated that the cost of the Eligible Urban Renewal Projects as described above will be approximately \$32,300,000

URBAN RENEWAL FINANCING

The City intends to utilize various financing tools such as those described below to successfully undertake the proposed urban renewal actions. The City has the statutory authority to use a variety of tools to finance physical improvements within the Areas. These include:

A. Tax Increment Financing.

Under Section 403.19 of the *Code of Iowa*, urban renewal areas may utilize the tax increment financing mechanism to finance the costs of public improvements, economic development incentives, or other urban renewal projects. Upon creation of a tax increment district within the Area, by ordinance, the assessment base is frozen and the amount of tax revenue available from taxes paid on the difference between the frozen base and the increased value, if any, is segregated into a separate fund for the use by the City to pay costs of the eligible urban renewal projects. Certain increased taxes generated by any new development, above the base value, are distributed to the taxing entities, if not requested by the City, and in any event upon the expiration of the tax increment district.

Item E.12.

The City may also determine to use tax increment financing to provide incentives such as cash grants, loans, tax rebates, or other incentives to developers or private entities in connection with the urban renewal projects identified in this Plan. In addition, the City may determine to issue general obligation bonds, tax increment revenue bonds or such other obligations, or loan agreements for the purpose of making loans or grants of public funds to private businesses located in the Area for urban renewal projects. Alternatively, the City may determine to use available funds for making such loans or grants or other incentives related to urban renewal projects. In any event, the City may determine to use tax increment financing to reimburse the City for any obligations or advances.

B. General Obligation Bonds.

Under Division III of Chapter 384 and Chapter 403 of the *Code of Iowa*, the City has the authority to issue and sell general obligation bonds for specified essential and general corporate purposes, including the acquisition and construction of certain public improvements within the Area and for other urban renewal projects or incentives for development consistent with this Plan. Such bonds are payable from the levy of unlimited ad valorem taxes on all the taxable property within the City of Cedar Falls. It may be, the City will elect to abate some or all of the debt service on these bonds with incremental taxes from this Area.

Nothing herein shall be construed as a limitation on the power of the City to exercise any lawful power granted to the City under Chapter 15, Chapter 15A, Chapter 403, Chapter 427B, or any other provision of the *Code of Iowa* in furtherance of the objectives of this Urban Renewal Plan.

PROPERTY ACQUISITION/DISPOSITION

The City may finance or assist with financing the cost of land acquisitions in the Area. The City will follow applicable legal proceedings and procedures for the acquisition and disposition of property.

RELOCATION

The City does not expect there to be any relocation required of residents or businesses as part of the proposed urban renewal projects; however, if any relocation is necessary, the City will follow all applicable relocation requirements.

STATE AND LOCAL REQUIREMENTS

All provisions necessary to conform to state and local laws will be complied with by the City and/or the developer in implementing this Urban Renewal Plan and its supporting documents, objectives, and renewal activities.

SEVERABILITY

In the event one or more provisions contained in the Urban Renewal Plan shall be held for any reason to be invalid, illegal, unauthorized, or unenforceable in any respect, such invalidity, illegality, unauthorized, or enforceability shall not affect any other provision of this Urban Renewal Plan, and this Urban Renewal Plan shall be construed and implemented as if such provisions had never been contained herein.

URBAN RENEWAL PLAN AMENDMENTS

This Urban Renewal Area Plan may be amended from time to time for a number of reasons, including but not limited to, to change in the area, to add new urban renewal projects, to update and/or modify ongoing urban renewal projects, to delete completed urban renewal projects, to add or change land use controls and regulations, to modify goals or types of renewal activities, or to amend property acquisition and disposition provisions. The City Council may amend this Plan pursuant to appropriate procedures under Iowa Code Chapter 403.

EFFECTIVE PERIOD

This Urban Renewal Plan will become effective upon its adoption by the Cedar Falls City Council and will remain in effect until it is repealed by City Council.

With respect to the property included within the South Cedar Falls Urban Renewal Area, which is also included in an ordinance which designates that property as a tax increment area, the use of incremental property tax revenues or the “division of revenue,” as those words are used in Chapter 403 of the *Code of Iowa*, is limited to twenty (20) years beginning with the first calendar year following the calendar year in which the City first certifies to the County Auditor the amount of any loans, advances, indebtedness, or bonds which qualify for payment from the incremental property tax revenues attributable to that property within a TIF ordinance of the South Cedar Falls Urban Renewal Area. The division of revenues shall continue on the Urban Renewal Area for the maximum period allowed by law.

It is possible that separate TIF ordinances for separate parcel(s) may be adopted as development in the Area warrants. In that case, each separate TIF ordinance may have a separate base and separate sunset or expiration date.

At all times, the use of tax increment financing revenues (including the amount of loans, advances, indebtedness or bonds which qualify for payment from the division of revenue provided in Section 403.19 of the Code of Iowa) by the City for activities carried out in the South Cedar Falls Urban Renewal Area shall be limited as deemed appropriate by the City Council and consistent with all applicable provisions of law.

Item E.12.

EXHIBIT A MAP OF THE SOUTH CEDAR FALLS URBAN RENEWAL AREA

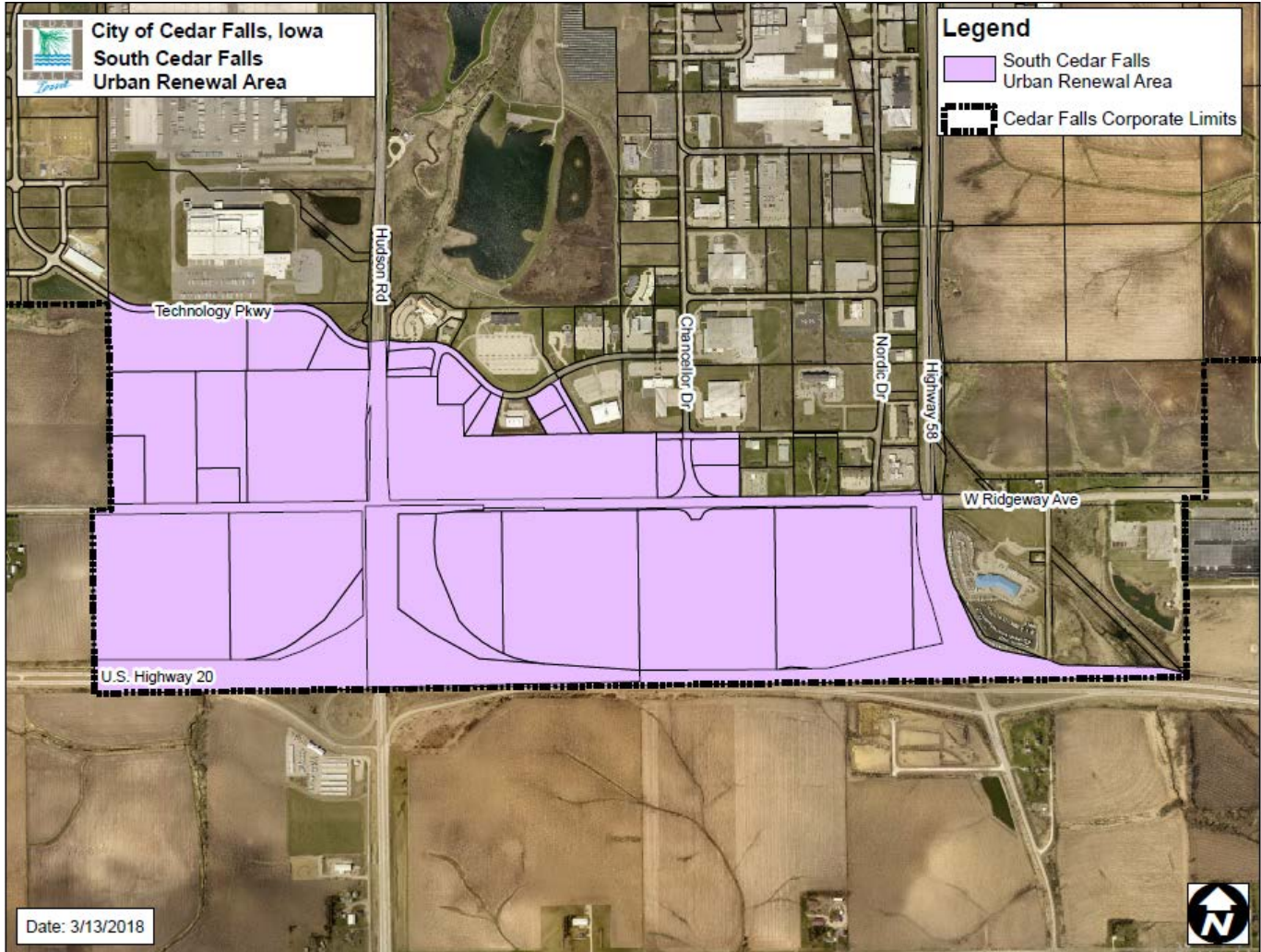


EXHIBIT B
LEGAL DESCRIPTION OF THE SOUTH CEDAR FALLS URBAN RENEWAL AREA

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;
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.

Item E.12.

EXHIBIT C
AGREEMENT TO INCLUDE AGRICULTURAL LAND
IN THE
SOUTH CEDAR FALLS URBAN RENEWAL AREA

WHEREAS, the City of Cedar Falls, Iowa, (the "City") has proposed to establish the South Cedar Falls Urban Renewal Area (the "Urban Renewal Area"), pursuant to Chapter 403 of the Code of Iowa, in order to undertake activities authorized by that Chapter; and

WHEREAS, it has been proposed that the boundaries of the Urban Renewal Area will include certain property which is owned by the Agricultural Land Owner listed below; and

WHEREAS, Section 403.17(10) of the Code of Iowa provides that no property may be included in an urban renewal area which meets the definition in that Section of "agricultural land," until the owners of such property agree to include such property in such urban renewal area; and

WHEREAS, it has been determined that all or a portion of the property to be added to the Urban Renewal Area and owned by the Agricultural Land Owner meets the definition of "agricultural land" in Section 403.17(3) of the Code of Iowa;

NOW, THEREFORE, it is hereby certified and agreed by the Agricultural Land Owner as follows:

1. The Agricultural Land Owner hereby certifies that he/she is the owner of certain Property contained within the Urban Renewal Area.
2. The Agricultural Land Owner hereby agrees that the City of Cedar Falls, Iowa, may include the portion of the property owned by the Agricultural Land Owner in the Urban Renewal Area.
3. The Agricultural Land Owner further authorizes the governing body of the City of Cedar Falls, Iowa, to pass any resolution or ordinance necessary to designate said property as an Urban Renewal Area under Chapter 403 of the Code of Iowa, and to proceed with activities authorized under said Chapter.

DATED this _____ day of _____, 201__.

Name of Agricultural Land Owner: _____
(signed by Agricultural Land Owner or person authorized to sign on Agricultural Land Owner's behalf)

Signature: _____ Date: _____

Print Name: _____

Witness: _____

01459903-1\10283-158

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)

01465128-1\10283-158

Item E.12.

**EXHIBIT C
AGREEMENT TO INCLUDE AGRICULTURAL LAND
IN THE
SOUTH CEDAR FALLS URBAN RENEWAL AREA**

WHEREAS, the City of Cedar Falls, Iowa, (the "City") has proposed to establish the South Cedar Falls Urban Renewal Area (the "Urban Renewal Area"), pursuant to Chapter 403 of the Code of Iowa, in order to undertake activities authorized by that Chapter; and

WHEREAS, it has been proposed that the boundaries of the Urban Renewal Area will include certain property which is owned by the Agricultural Land Owner listed below; and

WHEREAS, Section 403.17(10) of the Code of Iowa provides that no property may be included in an urban renewal area which meets the definition in that Section of "agricultural land," until the owners of such property agree to include such property in such urban renewal area; and

WHEREAS, it has been determined that all or a portion of the property to be added to the Urban Renewal Area and owned by the Agricultural Land Owner meets the definition of "agricultural land" in Section 403.17(3) of the Code of Iowa;

NOW, THEREFORE, it is hereby certified and agreed by the Agricultural Land Owner as follows:

1. The Agricultural Land Owner hereby certifies that he/she is the owner of certain Property contained within the Urban Renewal Area.
2. The Agricultural Land Owner hereby agrees that the City of Cedar Falls, Iowa, may include the portion of the property owned by the Agricultural Land Owner in the Urban Renewal Area.
3. The Agricultural Land Owner further authorizes the governing body of the City of Cedar Falls, Iowa, to pass any resolution or ordinance necessary to designate said property as an Urban Renewal Area under Chapter 403 of the Code of Iowa, and to proceed with activities authorized under said Chapter.

DATED this 28th day of MARCH, 2018.

Name of Agricultural Land Owner: CF GATEWAY PARK, INC
(signed by Agricultural Land Owner or person authorized to sign on Agricultural Land Owner's behalf)

Signature:  Date: 3/28/18

Print Name: ATUL PATEL

Witness: 

01459903-1\10283-158

Final

EXHIBIT C
AGREEMENT TO INCLUDE AGRICULTURAL LAND
IN THE
SOUTH CEDAR FALLS URBAN RENEWAL AREA

WHEREAS, the City of Cedar Falls, Iowa, (the "City") has proposed to establish the South Cedar Falls Urban Renewal Area (the "Urban Renewal Area"), pursuant to Chapter 403 of the Code of Iowa, in order to undertake activities authorized by that Chapter; and

WHEREAS, it has been proposed that the boundaries of the Urban Renewal Area will include certain property which is owned by the Agricultural Land Owner listed below; and

WHEREAS, Section 403.17(10) of the Code of Iowa provides that no property may be included in an urban renewal area which meets the definition in that Section of "agricultural land," until the owners of such property agree to include such property in such urban renewal area; and

WHEREAS, it has been determined that all or a portion of the property to be added to the Urban Renewal Area and owned by the Agricultural Land Owner meets the definition of "agricultural land" in Section 403.17(3) of the Code of Iowa;

NOW, THEREFORE, it is hereby certified and agreed by the Agricultural Land Owner as follows:

1. The Agricultural Land Owner hereby certifies that he/she is the owner of certain Property contained within the Urban Renewal Area.
2. The Agricultural Land Owner hereby agrees that the City of Cedar Falls, Iowa, may include the portion of the property owned by the Agricultural Land Owner in the Urban Renewal Area.
3. The Agricultural Land Owner further authorizes the governing body of the City of Cedar Falls, Iowa, to pass any resolution or ordinance necessary to designate said property as an Urban Renewal Area under Chapter 403 of the Code of Iowa, and to proceed with activities authorized under said Chapter.

DATED this 16th day of April, 2018.

Name of Agricultural Land Owner: SWI, LLC, By Randy Vandersee
(signed by Agricultural Land Owner or person authorized to sign on Agricultural Land Owner's behalf)

Signature: SWI, LLC Randy Vandersee Date: 4-16-18

Print Name: SWI, LLC By Randy Vandersee

Witness: James King

01459903-1\10283-158

Final

Item E.12.

ORDINANCE NO. _____

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. _____ passed and approved on the 7th 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;

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,

Item E.12.

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.

PASSED AND APPROVED this _____ day of _____, 2018.

Mayor

ATTEST:

City Clerk

Read First Time: _____, 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)

01465144-1\10283-158

Item E.12.

**Cedar Falls Planning and Zoning Commission
Regular Meeting
April 25, 2018
City Hall Council Chambers
220 Clay Street, Cedar Falls, Iowa**

MINUTES

The Cedar Falls Planning and Zoning Commission met in regular session on Wednesday, April 25, 2018 at 5:30 p.m. in the City Hall Council Chambers, 220 Clay Street, Cedar Falls, Iowa. The following Commission members were present: Adkins, Giarusso, Holst, Leeper, Oberle, and Saul. Arntson, Hartley and Wingert were absent. Karen Howard, Community Services Manager, Shane Graham, Planner II, and Iris Lehmann, Planner I, were also present.

- 1.) Chair Oberle noted the Minutes from the April 11, 2018 regular meeting are presented. Ms. Howard noted that the adjournment time on the minutes was incorrect and should be changed to 7:00. Mr. Leeper made a motion to approve the amended Minutes as presented. Mr. Holst seconded the motion. The motion was approved unanimously with 6 ayes (Adkins, Giarusso, Holst, Leeper, Oberle and Saul), and 0 nays.
- 2.) The first item of business was a College Hill Neighborhood Site Plan Review for 1926 Tremont Street. Chair Oberle introduce the item and Ms. Lehmann provided background information. She explained that the owner is proposing to build a new garage on the property, which will require the removal of the existing attached garage. As this is considered a substantial change in the College Hill Neighborhood District it requires Commission approval. Ms. Lehmann showed a sketch of the proposed garage and a rendering of the placement of the current garage placement, as well as the proposed garage. Staff recommends approval of the project.

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

- 3.) The next item for consideration by the Commission was the River Place 4th Addition Preliminary and Final Plats. Chair Oberle introduce the item and Ms. Lehmann provided background information. She explained that Eagle View Partners is proposing to create a new lot in the River Place Development to be purchased by Community Main Street for their new office location. The plat is at the northeast end of East 4th Street at the entrance of the Water Reclamation Plant. She provided a general rendering and a sketch of the proposed plat and explained that zoning requirements are met and there will be an access easement over all of Lot 2. Staff recommends approval. Mr. Holst noted that he will need to abstain from the vote.

Ms. Saul made a motion to approve. Ms. Adkins seconded the motion. The motion was approved unanimously with 5 ayes (Adkins, Arntson, Giarusso, Hartley, Leeper, Saul and Wingert), 1 abstention (Holst) and 0 nays.

- 4.) The Commission then considered the South Cedar Falls Urban Renewal Plan. Chair Oberle introduce the item and Mr. Graham provided background information. He showed a rendering of the existing boundaries and noted that they are looking to establish a new urban renewal area that has not been developed. He discussed the state code requirements and conformance with the Comprehensive Plan. He showed the future land use map and explained the different designations for each area. He indicated that specific goals outlined in the Comprehensive Plan include expanding and enhancing the commercial and industrial base, supporting new businesses through innovative economic development programs,

repairing aging infrastructure, and expanding technology infrastructure to attract business and industry, to name a few. He indicated that within the Comprehensive Plan is also found a Future Land Use Map, which includes both current and proposed uses within the city. More specifically for the area of the city where the proposed South Cedar Falls Urban Renewal Plan is being proposed, the Future Land Use Map designates this area for Commercial, Industrial, and Office/Business Park uses.

Mr. Graham also discussed the objectives for the new Urban Renewal Plan, which includes:

- a) stimulate private investment in new commercial and industrial development
- b) plan and provide for sufficient land for commercial or industrial development
- c) provide for installation of public infrastructure
- d) use of various governmental incentives to provide a marketable and attractive investment climate
- e) achieve a well-balanced economy
- f) develop a sound economic base

Staff feels that, based on the goals and designated future land uses listed in the Comprehensive Plan, the proposed objectives and activities of the proposed South Cedar Falls Urban Renewal Plan are in conformance with the general plan for the development of the municipality as a whole. Staff recommends that the Commission find that the proposed South Cedar Falls Urban Renewal Plan is in conformity with the general plan for the development of the municipality as a whole.

Mr. Leeper made a motion recommending that the proposed South Cedar Falls Urban Renewal Plan is in conformance with the general plan for the development of the municipality as a whole. Ms. Giarusso seconded the motion. The motion was approved unanimously with 6 ayes (Adkins, Giarusso, Holst, Leeper, Oberle and Saul), and 0 nays.

- 5.) As there were no further comments, Mr. Holst made a motion to adjourn. Mr. Leeper seconded the motion. The motion was approved unanimously with 6 ayes (Adkins, Giarusso, Holst, Leeper, Oberle and Saul), and 0 nays.

The meeting adjourned at 5:45 p.m.

Respectfully submitted,


Karen Howard
Community Services Manager


Joanne Goodrich
Administrative Clerk

Item E.12.



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: Jacqueline Danielsen, MMC, City Clerk
FROM: Shane Graham, Planner II *SG*
DATE: April 10, 2018
SUBJECT: South Cedar Falls Urban Renewal Plan Consultation Session Minutes

Jacque, attached for the City's file is an original of the Consultation Session Minutes from April 10, 2018 and the Consultation Session agenda. I will provide a copy of these materials to City Council for the May 7, 2018 public hearing.

Please let me know if you have any questions.



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: Jacqueline Danielsen, MMC, City Clerk
FROM: Shane Graham, Planner II
DATE: April 10, 2018
SUBJECT: Consultation Session Minutes
South Cedar Falls Urban Renewal Plan

On Tuesday, April 10, 2018, a consultation session was held at 11:00 a.m. in the Duke Young Conference Room, City Hall, 220 Clay Street, Cedar Falls, Iowa regarding the City's proposal to establish and implement the South Cedar Falls Urban Renewal Plan. Those in attendance included:

1. Shane Graham, Planner II
2. Tony Voss, Hudson School District
3. Chrissi Wiersma, Hudson School District

Mr. Graham gave a brief summary of the South Cedar Falls Urban Renewal Plan, and the area that it will encompass. Mr. Voss questioned if the Plan would have any impact on the mobile home park located along West Ridgeway Avenue, and Mr. Graham indicated that it would not and that the City has no plans to purchase or remove the mobile home park. Mr. Graham went over the implementation schedule, indicating that the Plan is scheduled for a public hearing by the Cedar Falls City Council on Monday, May 7, 2018.

Since there were no additional comments or questions, Mr. Graham ended the consultation session at 11:16 a.m.

Submitted by,

A handwritten signature in blue ink, appearing to read "S. Graham", is written over a light blue horizontal line.

Shane Graham
Planner II

Item E.12.

Amendment No. 4 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan and Adoption of the South Cedar Falls Urban Renewal Plan

Consultation Session
April 10, 2018 @ 11:00 A.M.

AGENDA

1. Introduction of Attendees
2. Summary of Amendment #4 to Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan
3. Summary of the South Cedar Falls Urban Renewal Plan
4. Implementation Schedule
5. Questions
6. Adjourn



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

INTEROFFICE MEMORANDUM

Financial Services Division

TO: Mayor Brown and City Council Members
FROM: Lisa Roeding, Controller/City Treasurer
DATE: April 24, 2018
SUBJECT: FY2018 Budget Amendment

Attached please find the certification resolution for the FY2018 budget amendment. This is necessary due to the timing of various projects, early call of bond payments, participation of grant programs, and changes in funding various capital projects. As the notice shows additional revenues for licenses and permits, intergovernmental, charges for services, miscellaneous, other financing sources and cash reserves will primarily offset these expenditures.

Also included in the amendment are the proposed line item amendments by the various departments. Those departmental amendments are also attached to this memo.

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

CITY BUDGET AMENDMENT AND CERTIFICATION RESOLUTION - FY 2018 - AMENDMENT #1

To the Auditor of BLACK HAWK County, Iowa:

The City Council of Cedar Falls in said County/Counties met on 5/7/2018, at the place and hour set in the notice, a copy of which accompanies this certificate and is certified as to publication. Upon taking up the proposed amendment, it was considered and taxpayers were heard for and against the amendment.

The Council, after hearing all taxpayers wishing to be heard and considering the statements made by them, gave final consideration to the proposed amendment(s) to the budget and modifications proposed at the hearing, if any. thereupon, the following resolution was introduced.

RESOLUTION No. _____ <== ENTER RESOLUTION NUMBER

A RESOLUTION AMENDING THE CURRENT BUDGET FOR THE FISCAL YEAR ENDING JUNE 30 2018
(AS AMENDED LAST ON N/A.)

Be it Resolved by the Council of the City of Cedar Falls
Section 1. Following notice published 4/20/2018

and the public hearing held, 5/7/2018 the current budget (as previously amended) is amended as set out herein and in the detail by fund type and activity that supports this resolution which was considered at that hearing:

	Total Budget as certified or last amended	Current Amendment	Total Budget after Current Amendment
Revenues & Other Financing Sources			
Taxes Levied on Property 1	19,698,770	0	19,698,770
Less: Uncollected Property Taxes-Levy Year 2	0	0	0
Net Current Property Taxes 3	19,698,770	0	19,698,770
Delinquent Property Taxes 4	0	0	0
TIF Revenues 5	4,445,370	0	4,445,370
Other City Taxes 6	5,961,757	0	5,961,757
Licenses & Permits 7	914,000	42,500	956,500
Use of Money and Property 8	689,485	500	689,985
Intergovernmental 9	22,229,877	3,341,600	25,571,477
Charges for Services 10	12,661,550	152,235	12,813,785
Special Assessments 11	0	5,000	5,000
Miscellaneous 12	1,952,321	828,063	2,780,384
Other Financing Sources 13	10,521,460	1,620,000	12,141,460
Transfers In 14	12,662,080	0	12,662,080
Total Revenues and Other Sources 15	91,736,670	5,989,898	97,726,568
Expenditures & Other Financing Uses			
Public Safety 16	10,625,110	531,600	11,156,710
Public Works 17	16,327,410	182,350	16,509,760
Health and Social Services 18	140,500	0	140,500
Culture and Recreation 19	8,219,280	58,448	8,277,728
Community and Economic Development 20	2,862,670	25,500	2,888,170
General Government 21	4,590,710	-188,000	4,402,710
Debt Service 22	1,699,480	946,000	2,645,480
Capital Projects 23	23,968,010	11,925,000	35,893,010
Total Government Activities Expenditures 24	68,433,170	13,480,898	81,914,068
Business Type / Enterprises 25	15,022,020	8,500	15,030,520
Total Gov Activities & Business Expenditures 26	83,455,190	13,489,398	96,944,588
Transfers Out 27	12,662,080	0	12,662,080
Total Expenditures/Transfers Out 28	96,117,270	13,489,398	109,606,668
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out Fiscal Year 29	-4,380,600	-7,499,500	-11,880,100
Beginning Fund Balance July 1 30	81,733,737	0	81,733,737
Ending Fund Balance June 30 31	77,353,137	-7,499,500	69,853,637

Passed this _____ day of _____
(Day) (Month/Year)

Signature
City Clerk/Finance Officer

Signature
Mayor

CITY OF CEDAR FALLS
BUDGET ADJUSTMENTS
FY18 BUDGET
FINANCE & BUSINESS OPERATIONS

BUDGET ADJUSTMENT - INTO				BUDGET ADJUST. - FROM					GENERAL FUND CASH USED	REASON FOR ADJUSTMENT	
DEPARTMENTS	ACCOUNT NUMBER	ACCOUNT NAME	FY18 BUDGET	PROJECTED FY18 EXPENDITURES	ACCT. BAL. BEFORE ADJUSTMENT	ACCOUNT NUMBER	ACCOUNT NAME	ADJUSTMENT AMOUNT			
Public Records	101-1008-441.6102	Part-time Wages	\$36,860.00	\$39,960.00	(\$3,100.00)	101-1008-441.6404	Ltd Insurance	\$30.00	Over expended line item offset by underspent line item.		
	101-1008-441.6403	Life Insurance	\$470.00	\$500.00	(\$30.00)	101-1008-441.6113	Microfilming/Imaging	\$1,500.00			
						101-1008-441.8306	Education	\$100.00			
						101-1008-441.8301	Equipment	\$1,500.00			
					(\$3,130.00)			\$3,130.00			
Financial Services	101-1028-441.6101	Full-time Salary	\$370,440.00	\$371,940.00	(\$1,500.00)	101-1028-441.6404	Ltd Insurance	\$110.00	Over expended line item offset by underspent line item.		
	101-1028-441.6102	Part-time Wages	\$98,760.00	\$92,160.00	(\$3,400.00)	101-1028-441.7299	Postage	\$1,000.00			
	101-1028-441.6103	Overtime	\$500.00	\$1,500.00	(\$1,000.00)	101-1028-441.7399	Emergency Supplies	\$2,000.00			
	101-1028-441.6403	Life Insurance	\$1,140.00	\$1,250.00	(\$110.00)	101-1028-441.8113	Microfilming/Imaging	\$1,500.00			
	101-1028-441.8153	Job Notices	\$20,000.00	\$35,000.00	(\$15,000.00)	101-1028-441.8148	Contract Services	\$900.00			
	101-1028-441.8301	Travel & Training	\$0.00	\$2,000.00	(\$2,000.00)	101-1028-441.8152	Drug Testing	\$3,400.00			
						101-1028-441.8201	Telephone	\$1,000.00			
						101-1028-441.8304	Dues & Memberships	\$450.00			
						101-1028-441.8305	Travel	\$2,750.00			
						101-1028-441.8306	Education	\$1,000.00			
						101-1028-441.8601	Repair & Maintenance	\$4,000.00			
						101-1028-441.8981	Cafeteria Plan	\$1,000.00			
						101-1028-441.8982	Section 105	\$650.00			
						101-1028-441.9301	Equipment	\$3,250.00			
						(\$23,010.00)				\$23,010.00	
	Legal	101-1048-441.6402	Health Ins. Reimb	\$400.00	\$700.00	(\$300.00)	101-1048-441.6101	Full-time Wages		\$300.00	Over expended line item offset by underspent line item.
101-1048-441.6403		Life Insurance	\$620.00	\$680.00	(\$60.00)	101-1048-441.6404	Ltd Insurance	\$60.00			
101-1048-441.8129		Legal Consultants	\$100,000.00	\$109,000.00	(\$9,000.00)	101-1048-441.7101	Office Supplies	\$400.00			
101-1048-441.8130		Legal - Code Enforcement	\$0.00	\$13,000.00	(\$13,000.00)	101-1048-441.8151	Post-Employ Phys	\$3,000.00			
						101-1048-441.8199	Civil Service Comm	\$3,000.00			
						101-1048-441.8201	Telephone	\$900.00			
					101-1199-441.6913	Admin/Legal - Contingency	\$14,700.00	Over expended due to higher than expected legal fees, offset by underspent line item.			
					(\$22,360.00)			\$22,360.00			
Library	101-1060-423.6101	Full-time Wages	\$309,480.00	\$355,500.00	(\$46,020.00)	101-1060-356.7700	Revenue - Salary Reimb.	\$1,735.00	Over expended line item due to Full-time Library Director offset by underspent line item and additional revenues.		
	101-1060-423.6103	Overtime	\$0.00	\$150.00	(\$150.00)	101-1060-423.6102	Part-time Wages	\$33,000.00			
	101-1060-423.6401	Health Ins Prem.	\$65,120.00	\$76,700.00	(\$11,580.00)	101-1060-423.6601	IPERS	\$1,000.00			
	101-1060-423.6402	Health Ins. Reimb.	\$1,280.00	\$1,480.00	(\$200.00)	101-1061-423.6401	Health Ins. Prem. - Levy	\$8,000.00			
	101-1060-423.6403	Life Ins.	\$950.00	\$1,350.00	(\$400.00)	101-1061-423.6501	FICA - Levy	\$500.00			
	101-1060-423.6404	Ltd Insurance	\$1,230.00	\$1,465.00	(\$235.00)	101-1061-423.6601	IPERS - Levy	\$500.00			
	101-1060-423.7276	Public Relations	\$1,000.00	\$2,550.00	(\$1,550.00)	101-1060-356.7800	Revenue - Gift & Memorials	\$2,000.00			
	101-1060-423.7299	Postage	\$9,000.00	\$13,500.00	(\$4,500.00)	101-1060-423.7101	Office Supplies	\$1,900.00			
	101-1060-423.8920	Adult Books	\$0.00	\$1,000.00	(\$1,000.00)	101-1060-423.7219	Printing	\$1,100.00			
	101-1060-423.8923	Large Print Books	\$0.00	\$200.00	(\$200.00)	101-1060-423.7306	Building Repair	\$2,500.00			
	101-1060-423.8924	Adult Audio	\$0.00	\$600.00	(\$600.00)	101-1060-423.8101	Professional Services	\$31,000.00			
	101-1060-423.8934	Endowment Supported Prog.	\$60,000.00	\$76,600.00	(\$16,600.00)	101-1060-423.8501	Utilities	\$2,000.00			
						(\$85,235.00)				\$85,235.00	
	Library Levy	101-1061-423.8921	Young Adult Books	\$12,000.00	\$13,000.00	(\$1,000.00)	101-1061-423.7111	Tech. Processing Supplies		\$9,000.00	Over expended line item offset by underspent line items.
		101-1061-423.8925	Adult Video	\$17,000.00	\$25,000.00	(\$8,000.00)	101-1061-423.8938	Young Adult Video		\$1,000.00	
		101-1061-423.8937	Young Adult Audio	\$2,000.00	\$3,000.00	(\$1,000.00)					
						(\$10,000.00)				\$10,000.00	
Library Capital	294-0000-423.9201	Library Reserves Capital	\$0.00	\$20,000.00	(\$20,000.00)	294-0000-104.0000	Library Cash Reserves	\$15,000.00	Over expended line item covered by donation revenue and cash reserves for capital.		
						294-0000-371.0100	Library Donation	\$5,000.00			
					(\$20,000.00)			\$20,000.00			

-319
Library

City Administrator	101-1118-441-6101	Full-time Wages	\$168,730.00	\$170,230.00	(\$1,500.00)	101-1118-441.6404	Ltd Ins	\$65.00	Over expended line items offset by underspent line items
	101-1118-441.6403	Life Ins.	\$510.00	\$575.00	(\$65.00)	101-1118-441.8201	Telephone	\$200.00	
	101-1118-441.7101	Office Supplies	\$200.00	\$600.00	(\$400.00)	101-1118-441.7211	Dues, Books, Magazine	\$200.00	
	101-1118-441.7299	Postage	\$0.00	\$100.00	(\$100.00)	101-1118-441.8306	Education	\$1,000.00	
	101-1118-441.8304	Dues & Memberships	\$1,500.00	\$1,825.00	(\$325.00)	101-1118-441.9301	Equipment	\$600.00	
						101-1199-441.8913	Admin/Legal - Contingency	\$325.00	
								\$2,390.00	
								\$2,390.00	
								\$30.00	
								\$600.00	
Mayor's Office	101-1158-441-6101	Full-time Wages	\$93,590.00	\$94,190.00	(\$600.00)	101-1158-441.6404	Ltd Ins.	\$30.00	Over expended line item offset by underspent line item.
	101-1158-441.6403	Life Ins.	\$290.00	\$320.00	(\$30.00)	101-1158-441.7201	Operating Supplies	\$600.00	
								\$630.00	
								\$7,200.00	Over expended line item offset by underspent line item.
Admin./Legal Misc.	101-1199-441.8107	Civic Foundation	\$0.00	\$1,000.00	(\$1,000.00)	101-1199-441.8101	Professional Services	\$7,200.00	
	101-1199-441.8111	Election	\$30,000.00	\$36,000.00	(\$6,000.00)	101-1199-441.8201	Telephone	\$800.00	
	101-1199-441.8911	League Dues	\$10,000.00	\$11,000.00	(\$1,000.00)				
	101-1199-441.8923	CV Coalition	\$1,380.00	\$3,380.00	(\$2,000.00)	101-0000-371.0100	Misc Receipts - Revenue	\$2,000.00	
								\$10,000.00	Over expended line item offset by revenue from Donations for CV Coalition Ec. Development - City was pass-thru
Data Processing	606-1078-441.8103	Overtime	\$210.00	\$800.00	(\$590.00)	606-0000-104.0000	Cash	\$24,200.00	Over expended line item offset by underspent line item and cash reserves
	606-1078-441.8140	Public Info. Program	\$32,500.00	\$37,600.00	(\$5,100.00)	606-1078-441.6101	Full-time Wages	\$590.00	
	606-1078-441.8170	Contract Services	\$30,000.00	\$46,100.00	(\$16,100.00)	606-1078-441.8101	Professional Services	\$1,000.00	
	606-1078-441.8610	Software Support Agreements	\$130,000.00	\$181,800.00	(\$51,800.00)	606-1078-441.8141	E-Government	\$10,000.00	
						606-1078-441.8201	Telephone	\$1,000.00	
						606-1078-441.8230	Fiber Optics	\$10,000.00	
						606-1078-441.8306	Education	\$2,100.00	
						606-1078-441.8501	Repair & Maintenance	\$9,600.00	
						606-1078-441.9301	Equipment	\$15,100.00	
								\$73,590.00	
Cable TV	254-1088-436.6403	Life Insurance	\$510.00	\$560.00	(\$50.00)	254-1088-431.6102	Part-time Wages	\$50.00	Over expended line items offset by underspent line items
	254-1088-731.7301	Repair & Maint. Supplies	\$3,000.00	\$4,000.00	(\$1,000.00)	254-1088-431.7105	Advertising	\$350.00	
	254-1088-431.8305	Travel	\$1,500.00	\$3,500.00	(\$2,000.00)	254-1088-431.8137	Legal Services	\$3,850.00	
	254-1088-431.8601	Repair & Maint	\$5,000.00	\$6,000.00	(\$1,000.00)	254-1088-431.8501	Utilities	\$1,000.00	
	254-1008-431.8918	Community Programming	\$35,000.00	\$36,000.00	(\$1,000.00)				
	254-1088-431.9301	Equipment	\$160,000.00	\$230,000.00	(\$70,000.00)	254-0000-104.0000	Cable TV Cash Reserves	\$70,000.00	
								\$75,050.00	
								\$500.00	
								\$500.00	
								\$4,000.00	
Cable TV	258-5531-435.7104	Tickets	\$3,000.00	\$3,500.00	(\$500.00)	258-5531-435.8148	Contract Services	\$500.00	Over expenditure will be offset by under expenditure in another line item.
								\$500.00	
Hospital	215-1230-421.8945	Farm Taxes	\$7,500.00	\$11,500.00	(\$4,000.00)	215-1230-421.9201	Structures & Improvements	\$4,000.00	Over expenditure will be offset by under expenditure in another line item.
								\$4,000.00	
Debt Service	311-1801-468-4144	GO - 2009 Utility	\$115,000.00	\$1,060,000.00	(\$945,000.00)	311-0000-344.0500	CFU Reimb Revenues	\$945,000.00	To account for the early payoff by CFU on their 2009 bonds. Fees related to the early payoff of City bonds. This will be offset by debt service cash reserves
	311-1801-468-9501	Bond Fees	\$0.00	\$1,000.00	(\$1,000.00)	311-0000-104.0000	Debt Service Cash	\$1,000.00	
								\$946,000.00	
FEMA	404-1220-431.8977	Single Family Construction	\$0.00	\$15,000.00	(\$15,000.00)	404-0000-343.0904	Single Family Construction Rev	\$15,000.00	Over expenditure offset by return of homeowner's unforgiven portion Projects related to the 2016 Flood. Expenditures will be offset by FEMA reimbursements already received or will be received in the future.
	404-1220-431.9237	Buyout Demolitions	\$0.00	\$2,000,000.00	(\$2,000,000.00)	404-0000-104.0000	FEMA Cash	\$2,000,000.00	
	404-1220-431.9243	2016 Flood Damage	\$0.00	\$50,000.00	(\$50,000.00)	404-0000-341.0400	FEMA Reimb Rev	\$50,000.00	
								\$2,065,000.00	
Street Improvements	408-1240-431.8263	University Avenue	\$1,025,000.00	\$4,000,000.00	(\$2,975,000.00)	408-0000-104.0000	Street Imp Cash	\$2,775,000.00	University Avenue project expenditures to be paid by funds received by the State of Iowa for Transfer of Jurisdiction. Expenditures over the \$20 million will be reimbursed to this fund by the other funding sources identified in the CIP
						408-0000-371.0100	Misc Receipts Rev	\$200,000.00	
								\$2,975,000.00	

-320-
ng

Bond Funds	436-1220-431.9512	Greenhill Road Ext	\$0.00	\$4,000,000.00	(\$4,000,000.00)	436-0000-104.0000	Bond Fund Cash	\$1,700,000.00	<p>Timing of Greenhill Road Extension project. This Overexpenditure will be offset by the bond proceeds previously sold or reimbursements received.</p> <p>Timing of Tennis Court project. This Overexpenditure will be offset by the bond proceeds previously sold and the gaming grant received.</p> <p>Overexpenditure will be offset by new bond proceeds.</p> <p>Overexpenditure will be offset by new bond proceeds.</p> <p>Budget for project out of the new bond proceeds, offset by being budgeted in the old bond fund.</p>
	436-1220-431.9865	Tennis Courts	\$0.00	\$710,000.00	(\$710,000.00)	436-0000-371.0100	Misc. Receipts Revenue	\$2,300,000.00	
	437-1220-431.9548	Bunker Gear	\$0.00	\$20,000.00	(\$20,000.00)	436-0000-104.0000	Bond Fund Cash	\$210,000.00	
	437-1220-431.9833	Fire Truck Replace	\$0.00	\$300,000.00	(\$300,000.00)	436-0000-371.0100	Misc. Receipts Revenue	\$500,000.00	
	437-1220-431.9868	McMahill Street	\$0.00	\$50,000.00	(\$50,000.00)	437-0000-381.0000	Bond Proceeds Rev.	\$20,000.00	
						437-0000-381.0000	Bond Proceeds Rev.	\$300,000.00	
						436-1220-431.9868	McMahill Street	\$50,000.00	
								\$5,080,000.00	
TOTAL ADJUSTMENTS								\$11,395,895.00	
GEN FUND CASH USED BY F.B.O.								\$0.00	

CITY OF CEDAR FALLS
BUDGET ADJUSTMENTS
FY18 BUDGET
COMMUNITY DEVELOPMENT

BUDGET ADJUSTMENT - INTO					BUDGET ADJUST. - FROM				GENERAL FUND CASH USED	REASON FOR ADJUSTMENT
DEPARTMENTS DIVISIONS	ACCOUNT NUMBER	ACCOUNT NAME	FY18 BUDGET	PROJECTED FY18 EXPENDITURES	ACCT. BAL. BEFORE ADJUSTMENT	ACCOUNT NUMBER	ACCOUNT NAME	ADJUSTMENT AMOUNT		
Admin	101-2205-432.6402	Health Ins. Reimb	\$220.00	\$320.00	(\$100.00)	101-2205-432.6103	Overtime	\$150.00	Over expended line item offset by underspent line item	
	101-2205-432.6403	Life Insurance	\$400.00	\$450.00	(\$50.00)	101-2205-432.6306	Education	\$200.00		
	101-2205-432.6305	Travel	\$2,500.00	\$2,700.00	(\$200.00)					
					(\$350.00)			\$350.00		
Engineering	101-2225-432.6102	Part-Time Wages	\$10,000.00	\$22,000.00	(\$12,000.00)	101-2225-432.6101	Full-Time Wages	\$28,000.00	Over expended line items offset by underspent line items and additional revenues.	
	101-2225-432.6103	Overtime	\$27,500.00	\$55,000.00	(\$27,500.00)	101-2225-432.6401	Health Insurance	\$10,500.00		
	101-2225-432.7289	Postage	\$1,600.00	\$3,000.00	(\$1,400.00)	101-2225-432.8601	Repair and Maintenance	\$1,400.00		
	101-2225-432.8101	Professional Services	\$0.00	\$132,000.00	(\$132,000.00)	101-2225-350.0100	Subdivision Inspect. Rev.	\$120,000.00		
	101-2225-432.8144	USGS River Gage	\$12,000.00	\$13,000.00	(\$1,000.00)	101-2225-337-0000	Misc. Eng. Permits Rev.	\$12,000.00		
						101-2225-432.8307	Registrations	\$300.00		
	101-2225-432.8305	Travel	\$900.00	\$1,750.00	\$0.00	101-2225-432.8629	Lab Testing	\$700.00		
						101-2225-432.8306	Education	\$850.00		
					(\$174,750.00)		\$174,750.00			
Inspection Services	101-2235-412.6102	Part-time Wages	\$0.00	\$10,000.00	(\$10,000.00)	101-2235-412.6101	Full-time Wages	\$10,000.00	Over expended line items offset by underspent line items.	
	101-2235-412.8601	Repair & Maint	\$0.00	\$300.00	(\$300.00)	101-2235-412.8101	Professional Services	\$300.00	Over expended line items offset by additional revenues	
	101-2235-415.8915	Credit Card Charges	\$5,000.00	\$15,000.00	(\$10,000.00)	101-2235-336.0000	Building Permit Rev.	\$10,000.00		
					(\$20,300.00)		\$20,300.00			
Planning & Community Services	101-2245-442.8116	INRCOG	\$12,300.00	\$12,305.00	(\$5.00)	101-2235-336.0000	Building Permit Revenue	\$20,500.00	Over expended line item offset by underspent line item and additional revenues	
	101-2245-442.8125	Promotional Tapes & Ads	\$1,000.00	\$8,000.00	(\$7,000.00)	101-2245-371.0701	Misc. Rev- Econ. Development	\$5,000.00		
	101-2245-442.8131	Bus Retention & Consult	\$1,500.00	\$20,000.00	(\$18,500.00)	101-2245-442.8305	Travel	\$505.00		
	101-2245-442.8201	Telephone	\$1,900.00	\$2,400.00	(\$500.00)					
	101-2245-442.8304	Dues & Memberships	\$900.00	\$2,000.00	(\$1,100.00)	101-2245-442.7219	Printing	\$1,100.00		
	101-2245-442.8306	Education	\$2,350.00	\$2,900.00	(\$650.00)	101-2245-442.8601	Repair & Maint	\$550.00		
						(\$27,655.00)		\$27,655.00		
						(\$14,180.00)		\$14,180.00		
J Housing	217-4514-432.6102	Part-time Wages	\$31,320.00	\$40,000.00	(\$8,680.00)	217-4514-432.6101	Full-time Wages	\$5,500.00	Over expended line items offset by underspent line items.	
	217-4514-432.7101	Office Supplies	\$300.00	\$550.00	(\$250.00)	217-4514-432.6103	Overtime	\$1,040.00		
	217-4514-432.7211	Dues, Books & Magazine	\$700.00	\$1,150.00	(\$450.00)	217-4514-432.6401	Health Insurance	\$2,140.00		
	217-4514-432.7289	Postage	\$1,500.00	\$1,800.00	(\$300.00)	217-4514-432.7219	Printing	\$250.00		
	217-4514-432.8101	Professional Services	\$4,500.00	\$9,000.00	(\$4,500.00)	217-4514-432.7225	Mileage	\$100.00		
						217-4514-432.8201	Telephone	\$200.00		
					217-4514-432.8963	Housing Pyrrt-damages	\$4,950.00			
					(\$14,180.00)		\$14,180.00			
Block Grant	223-2224-432.8101	Professional Services	\$0.00	\$5,000.00	(\$5,000.00)	223-2224-432.8978	Downtown Rehab	\$5,000.00	Over expended line item is offset by underspent item	
	223-2224-432.8807	Pathways Behavioral Serv.	\$4,500.00	\$5,280.00	(\$780.00)	223-2224-432.8906	Visiting Nurses	\$940.00		
	223-2224-432.8833	NE Iowa Food Bank	\$6,000.00	\$6,160.00	(\$160.00)					
	223-2234-432.8101	Professional Services	\$0.00	\$5,000.00	(\$5,000.00)	223-2224-432.8957	Sidewalk Reconstr Asst.	\$5,000.00		
					(\$10,940.00)		\$10,940.00			
Water Rec	552-2265-436.6402	Health Ins. Reimb	\$2,110.00	\$2,610.00	(\$500.00)	552-0000-352.0200	Ind. User Fee Revenue	\$8,500.00	Over expended line items offset by underspent line items and additional revenues	
	552-2265-436.6403	Life Insurance	\$1,860.00	\$2,060.00	(\$200.00)	552-2265-436.6501	FICA	\$700.00		
	552-2265-436.7217	Uniforms	\$1,500.00	\$1,800.00	(\$300.00)	552-2265-436.7106	Office Equip. Supply	\$200.00		
	552-2265-436.7226	Testing & Lab	\$16,000.00	\$19,000.00	(\$3,000.00)	552-2265-436.7205	Gas & Oil	\$1,000.00		
	552-2265-436.7260	Safety Supplies	\$5,000.00	\$6,000.00	(\$1,000.00)	552-2265-436.8151	Post Employ Phys.	\$1,100.00		
	552-2265-436.7267	Odor Control	\$5,000.00	\$5,000.00	(\$1,000.00)	552-2265-436.8152	Drug Testing	\$1,000.00		
	552-2265-436.8201	Telephone	\$2,000.00	\$2,800.00	(\$800.00)	552-2265-436.8204	Radio	\$1,000.00		
	552-2265-436.8306	Education	\$1,200.00	\$2,200.00	(\$1,000.00)	552-2265-436.8501	Utilities	\$15,000.00		
	552-2265-436.8629	Lab and Testing	\$12,000.00	\$14,000.00	(\$2,000.00)	552-2265-436.8633	Sludge Removal	\$8,300.00		
	552-2265-436.8904	Sales Tax	\$54,000.00	\$85,500.00	(\$31,500.00)	552-2265-436.8703	Equipment Rental	\$500.00		
						552-2265-436.8981	Café Plan	\$4,000.00		
						(\$41,300.00)		\$41,300.00		

-322-

Storm Water	555-2230-432.7219	Printing	\$0.00	\$100.00	(\$100.00)	555-2230-432.7201	Operating Supplies	\$100.00	Over expended line items offset by underspent line items
					(\$100.00)			\$100.00	
Special Assessments	473-1320-431.9899	Sidewalk Assessments	\$0.00	\$50,000.00	(\$50,000.00)	473-0000-104.0000 473-0000-371.0702 473-0000-314.0300	Cash Misc. Revenue Assessment Rev	\$28,000.00 \$17,000.00 \$5,000.00	Over expenditure due to timing of project. Expense will be offset by current assessment revenue and payments made by adjacent property owners and future assessment revenues.
					(\$50,000.00)			\$50,000.00	
Economic Development	483-2245-432.8903 483-2245-432.8902	TIF Payments Property Tax Rebates	\$0.00 \$0.00	\$1,300,000.00 \$500,000.00	\$1,300,000.00 \$500,000.00	483-0000-382.0103 483-0000-104.0000	Transfer In Ec. Development Cash	\$1,300,000.00 \$500,000.00	TIF payments made out of ED fund will be reimbursed by TIF collection revenue Overexpenditure due to various rebates associated with developmental agreements. This will be offset by future TIF revenues Fees related to land acquisition offset by land proceeds.
	484-2245-432.9110	Econ Development Land	\$0.00	\$5,000.00	\$5,000.00	484-0000-371.0600	Misc. Revenue	\$5,000.00	
					\$1,805,000.00			\$1,805,000.00	
TOTAL ADJUSTMENTS								\$2,144,575.00	
GEN FUND CASH USED BY C.D.								\$0.00	

CITY OF CEDAR FALLS
BUDGET ADJUSTMENTS
FY18 BUDGET
PUBLIC SAFETY SERVICES

BUDGET ADJUSTMENT - INTO					BUDGET ADJUST. - FROM				GENERAL FUND CASH USED	REASON FOR ADJUSTMENT
DEPARTMENTS DIVISIONS	ACCOUNT NUMBER	ACCOUNT NAME	FY18 BUDGET	PROJECTED FY18 EXPENDITURES	ACCT. BAL. BEFORE ADJUSTMENT	ACCOUNT NUMBER	ACCOUNT NAME	ADJUSTMENT AMOUNT		
Fire	101-4511-414-6103	Overtime	\$25,000.00	\$185,200.00	(\$180,200.00)	101-1199-441.9205	One-time Capital Project	\$20,000.00	Over expended line items offset by underspent line items.	
	101-4511-414-6178	POC Volunteers	\$139,490.00	\$156,490.00	(\$17,000.00)	101-4511-414.6101	Full-time Wages	\$110,000.00		
	101-4511-414-7220	Officer Equip	\$12,000.00	\$15,000.00	(\$3,000.00)	101-4511-414.6102	Part-time Wages	\$8,700.00		
	101-4511-414-8146	Emergency Management	\$45,070.00	\$45,075.00	(\$5.00)	101-4511-414.6501	FICA	\$2,100.00		
	101-4511-414-8306	Education	\$19,000.00	\$23,000.00	(\$4,000.00)	101-4511-414.6601	IPERS	\$4,090.00		
	101-4511-414-8601	Repair & Maint.	\$3,500.00	\$8,500.00	(\$3,000.00)	101-4511-414.7101	Office Supplies	\$1,000.00		
	101-4511-414-8914	Refunds	\$0.00	\$750.00	(\$750.00)	101-4511-414.7204	SCBA Supplies	\$2,000.00		
	101-4511-414-9201	Equipment	\$0.00	\$3,000.00	(\$3,000.00)	101-4511-414.7208	Camera & Photo Equip.	\$405.00		
						101-4511-414.7209	Equipment Repair	\$4,000.00		
						101-4511-414.7210	Fire Prevention	\$375.00		
						101-4511-414.7211	Dues Books & Magazine	\$375.00		
						101-4511-414.7219	Printing	\$1,000.00		
						101-4511-414.7277	Volunteer Supplies	\$5,000.00		
						101-4511-414.7278	Fire Investigations	\$360.00		
						101-4511-414.7299	Postage	\$1,500.00		
						101-4511-414.7302	Dormitory Furnishings	\$2,000.00		
						101-4511-414.7306	Building Repair	\$3,500.00		
						101-4511-414.7310	Headquarter Supplies	\$2,500.00		
						101-4511-414.8305	Travel	\$4,000.00		
						101-4511-414.8501	Utilities	\$3,000.00		
					101-4511-414.8605	Service Contracts	\$5,050.00			
					101-4511-414.8940	Uniforms	\$10,000.00			
							(\$190,955.00)	\$190,955.00		
Police	101-5521-415.6101	Full-Time Wages	\$3,005,610.00	\$3,164,410.00	(\$158,800.00)	101-1199-441.9205	One-time Capital Project	\$240,000.00	Over expended line item due to hiring ahead of schedule of additional FSO staffing offset by underspent line items.	
	101-5521-415.6103	Overtime	\$56,000.00	\$88,000.00	(\$32,000.00)	101-5521-415.6102	Part-Time Wages	\$17,000.00	Over expended line item offset by underspent line items and additional revenue.	
	101-5521-415.6175	Overtime - Police Grant	\$0.00	\$12,000.00	(\$12,000.00)	101-5521-415.6170	Overtime-Holiday	\$14,000.00		
	101-5521-415.6178	Volunteers Internal	\$8,320.00	\$72,000.00	(\$63,680.00)	101-5521-415.6177	Reserve Stipend	\$11,000.00		
	101-5521-415.6403	Life Insurance	\$2,960.00	\$5,300.00	(\$2,340.00)	101-5521-415.6404	Ltd Insurance	\$900.00		
	101-5521-415.7107	Code Enforcement Supplies	\$4,500.00	\$6,000.00	(\$1,500.00)	101-5521-415.6501	FICA	\$6,000.00		
	101-5521-415.8101	Professional Services	\$6,500.00	\$6,500.00	(\$0.00)	101-5521-415.6601	IPERS	\$1,300.00		
	101-5521-415.8304	Dues and Memberships	\$2,300.00	\$3,000.00	(\$700.00)	101-5521-415.7105	Advertising	\$120.00		
	101-5521-415.8306	Education	\$20,000.00	\$70,000.00	(\$50,000.00)	101-5521-415.7219	Printing	\$1,500.00		
	101-5521-425-8120	Humane Society	\$80,500.00	\$105,500.00	(\$25,000.00)	101-5521-415.7221	Comm. Serv. Project	\$3,000.00		
						101-5521-415.7224	Ammunition	\$24,000.00		
						101-5521-415.7234	CSO Program	\$1,500.00		
						101-5521-415.8158	Witness Fees	\$2,000.00		
						101-5521-415.8170	Contract Services	\$2,000.00		
						101-5521-415.8501	Utilities	\$1,000.00		
						101-5521-415.8605	Equipment Repairs	\$7,200.00		
						101-5521-358.2100	Police Receipts - Rev.	\$20,000.00		
							(\$352,520.00)	\$352,520.00		
Police Grants	101-1199-411.3280	Police Officer Grants	\$0.00	\$20,000.00	(\$20,000.00)	101-1199-343.0702	Police Officer Grant Rev.	\$20,000.00	Over expenditure offset by grant revenues	
	101-1199-411.3290	Police Equip. Grants	\$0.00	\$11,600.00	(\$11,600.00)	101-1199-343.0701	Police Equip Grant Rev.	\$11,600.00	Purchase of JD Gator offset by grant revenues	
							(\$31,600.00)	\$31,600.00		
Police Forfeiture	291-5521-415.8941	Police Forfeiture Equipment	\$0.00	\$50,000.00	(\$50,000.00)	291-0000-372.0200	Police Forfeiture Rev	\$20,000.00	Purchase of body cameras and other police equipment. Expenditure offset by revenues and Police Forfeiture cash reserves	
						291-0000-104.0000	Police Forfeiture Cash	\$30,000.00		
							(\$50,000.00)	\$50,000.00		
Police Retirement	292-5521-415.5401	Workers Comp	\$55,000.00	\$215,000.00	(\$160,000.00)	292-0000-104.0000	Police Retire Cash	\$160,000.00	Over expenditure offset by future trust & agency tax levy.	
								\$160,000.00		
							(\$160,000.00)	\$160,000.00		
TOTAL ADJUSTMENTS								\$785,075.00		
GEN FUND CASH USED BY P.S.S.									\$0.00	

-324-

CITY OF CEDAR FALLS
BUDGET ADJUSTMENTS
FY18 BUDGET

MUNICIPAL OPERATIONS & PROGRAMS

BUDGET ADJUSTMENT - INTO			BUDGET ADJUST. - FROM					GENERAL FUND CASH USED	REASON FOR ADJUSTMENT		
DEPARTMENTS DIVISIONS	ACCOUNT NUMBER	ACCOUNT NAME	FY18 BUDGET	PROJECTED FY18 EXPENDITURES	ACCT. BAL. BEFORE ADJUSTMENT	ACCOUNT NUMBER	ACCOUNT NAME	ADJUSTMENT AMOUNT			
MOP Admin	101-7703-423 6403	Life Insurance	\$350.00	\$400.00	(\$50.00)	101-7703-423 6404	Ltd Insurance	\$50.00		Over expended line items offset by underspent line items.	
	101-7703-423 8201	Telephone	\$0.00	\$210.00	(\$210.00)	101-7703 423 8305 101-7703 423 8306	Travel Education	\$110.00 \$100.00			
					(\$260.00)			\$260.00			
Cemetery	101-7713-433 6102	Part Time Wages	\$60,100.00	\$80,400.00	(\$20,300.00)	101-7713-433 6101	Full-time Wages	\$400.00		Over expended line items offset by underspent line items.	
	101-7713-433 6404	Life Insurance	\$330.00	\$380.00	(\$30.00)	101-7713-433 6103	Overtime	\$2,000.00			
	101-7713-433 6501	FICA	\$13,050.00	\$14,400.00	(\$1,350.00)	101-7733-423 6102	Parks - Part-time Wages	\$10,000.00			
	101-7713-433 8305	Travel	\$0.00	\$150.00	(\$150.00)	101-7733-423-6601	Parks - IPERS	\$8,280.00			
	101-7713-433 8306	Education	\$0.00	\$165.00	(\$165.00)	101-7713-433 7201	Operating Supplies	\$515.00			
	101-7713-433 8601	Repair & Maintenance	\$1,000.00	\$1,200.00	(\$200.00)						
						(\$22,195.00)			\$22,195.00		
Public Buildings	101-7716-446 7201	Oper. Supplies	\$50,000.00	\$59,000.00	(\$9,000.00)	101-7716-446 7306	Building Repair	\$9,000.00		Over expended line items offset by underspent line items.	
	101-7716-446 8108	Pest Control	\$130.00	\$1,800.00	(\$1,670.00)	101-7716-446 8204	Radio	\$300.00			
	101-7716-446 8306	Education	\$0.00	\$1,825.00	(\$1,825.00)	101-7716-446 8501	Utilities	\$1,000.00			
						101-7716-446 8602	Buildings & Grounds	\$785.00			
						101-7716-446 8630	Maintenance & Upkeep	\$1,400.00			
					(\$12,495.00)			\$12,495.00			
Golf	101-7723-423 6402	Health Ins Reimb.	\$140.00	\$600.00	(\$460.00)	101-7723-423 6101	Full-time Wages	\$460.00		Over expended line items offset by underspent line items.	
	101-7723-424 8501	Utilities	\$10,000.00	\$16,000.00	(\$6,000.00)	101-7733-423 8501	Parks - Utilities	\$6,000.00			
								\$6,460.00			
					(\$6,460.00)			\$6,460.00			
Recreation	101-7733-423 8306	Education	\$540.00	\$1,200.00	(\$660.00)	101-7733-423 7201	Oper. Supplies	\$660.00		Over expended line items offset by underspent line items.	
	101-7733-423 8601	Repair & Maint	\$2,000.00	\$9,500.00	(\$7,500.00)	101-7733-423 8101	Professional Serv.	\$8,300.00			
	101-7733-423 8848	Big Woods Camp Grnd. H/M	\$0.00	\$800.00	(\$800.00)						
									\$8,960.00		
	101-7753-423 6136	Outdoor Pool Asst. Mgr. Wages	\$18,000.00	\$23,000.00	\$5,000.00	101-7753-423 6101	Full-time Wages	\$60.00			
	101-7753-423 6137	Outdoor Pool Guard Wages	\$138,000.00	\$141,000.00	\$5,000.00	101-7753-423 6109	Fit, Special, Fac, Coor	\$5,000.00			
	101-7753-423 6139	Outdoor Pool Cashier Wages	\$12,000.00	\$13,200.00	\$1,200.00	101-7753-423 6111	Youth BB/SB wages	\$1,000.00			
	101-7753-423 6140	Outdoor Pool Concess. Wage	\$31,000.00	\$36,000.00	\$5,000.00	101-7753-423 6117	Adult Sport/Active Wage	\$1,000.00			
	101-7753-423 6403	Life Insurance	\$740.00	\$800.00	\$60.00	101-7753-423 6124	Swim Lessons Inst.	\$3,000.00			
	101-7753-423 7228	Playground Craft Supply	\$14,000.00	\$17,000.00	\$3,000.00	101-7753-423 6126	Trip & Sp Event Wages	\$1,500.00			
101-7753-423 7231	Youth Sports Equip.	\$22,000.00	\$24,000.00	\$2,000.00	101-7753-423 6127	Child Care Wages	\$2,000.00				
101-7753-423 7243	Rec Concession Supply	\$4,000.00	\$7,000.00	\$3,000.00	101-7753-423 6141	Outdoor Pool Maint. Wages	\$2,000.00				
101-7753-423 7317	Pool Chemicals	\$24,000.00	\$28,000.00	\$4,000.00	101-7753-423 7238	Staff Shirts	\$1,000.00				
101-7753-423 8631	Swim Pool Main & Sup.	\$53,000.00	\$60,000.00	\$7,000.00	101-7753-423 7241	Pool Concessions	\$5,000.00				
					101-7753-423 7244	Equipment Repair	\$4,000.00				
					101-7753-423 7247	Adult Exercise Equip	\$1,000.00				
					101-7753-423 7250	Special Event Supplies	\$700.00				
					101-7753-423 8101	Professional Services	\$2,000.00				
					101-7753-423 8305	Travel	\$1,000.00				
					101-7753-423 8501	Utilities	\$2,500.00				
					101-7753-423 8505	Pool Utilities	\$2,500.00				
								\$35,260.00			

-325-

	551-7785-436.7306	Building Repair	\$ 3,350.00	\$ 4,000.00	(\$650.00)	551-7785-436.8601	Repair & Maint	\$650.00		
	551-7785-436.8304	Dues Memberships	\$ 200.00	\$ 500.00	(\$300.00)	551-7785-436.8306	Education	\$300.00		
					(\$15,300.00)			\$15,300.00		
Sewer Rental - Sewer	552-7755-436.6402	Health Ins. Reimb.	\$570.00	\$1,000.00	(\$430.00)	552-7755-436.6101	Full-time Wages	\$430.00		Over expended line items offset by underspent line items.
	552-7755-436.7101	Office Supplies	\$200.00	\$600.00	(\$400.00)	552-7755-436.7106	Office Equip. Supply	\$200.00		
	552-7755-436.7313	Sanitary Sewers	\$25,000.00	\$33,000.00	(\$8,000.00)	552-7755-436.7254	Building Supplies	\$2,000.00		
	552-7755-436.8304	Dues/Memberships	\$600.00	\$850.00	(\$250.00)	552-7755-436.7306	Building Repair	\$1,100.00		
	552-7755-436.9218	I & I Reducton	\$0.00	\$900.00	(\$900.00)	552-7755-436.8306	Education	\$250.00		
	552-7755-436.8101	Professional Services	\$0.00	\$15,000.00	(\$15,000.00)	552-7755-436.8501	Utilities	\$21,000.00		
					(\$24,980.00)			\$24,980.00		
Vehicle Maintenance	685-7798-446.8611	Vehicle Maint. Software	\$4,120.00	\$9,000.00	(\$4,880.00)	685-7798-446.7304	Vehicle Supplies	\$4,880.00		Over expended line item offset by underspent line items.
TOTAL ADJUSTMENTS					(\$4,880.00)			\$4,880.00		
GEN FUND CASH USED BY M.O.P.								\$442,660.00		
								\$0.00		



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: May 4, 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. 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.

If you have any questions regarding the bond sale, please feel free to contact me.

ITEMS TO INCLUDE ON AGENDA FOR MAY 7, 2018

CITY OF CEDAR FALLS, IOWA

Not to Exceed \$5,800,000 General Obligation Bonds.

- Public hearing on the issuance.
- Resolution instituting proceedings to take additional action.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE
CHAPTER 21 AND THE LOCAL RULES OF THE CITY.

Item E.17.

May 7, 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: _____

* * * * *

The Mayor announced that this was the time and place for the public hearing and meeting on the matter of the issuance of not to exceed \$5,800,000 General Obligation Bonds, in order to provide funds to pay the 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,

for essential corporate purposes, and that notice of the proposal to issue the Bonds had been published as provided by Section 384.25 of the Code of Iowa.

The Mayor then asked the Clerk whether any written objections had been filed by any resident or property owner of the City to the issuance of the Bonds. The Clerk advised the Mayor and the Council that _____ written objections had been filed. The Mayor then called for oral objections to the issuance of the Bonds and _____ were made. Whereupon, the Mayor declared the time for receiving oral and written objections to be closed.

(Attach here a summary of objections received or made, if any)

Whereupon, the Mayor declared the hearing on the issuance of the Bonds to be closed.

Item E.17.

The Council then considered the proposed action and the extent of objections thereto.

Whereupon, Council Member _____ introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO EXCEED \$5,800,000 GENERAL OBLIGATION BONDS", and moved:

- that the Resolution be adopted.
- to ADJOURN and defer action on the Resolution and the proposal to institute proceedings for the issuance of bonds to the meeting to be held at _____ .M. on the _____ day of _____, 2018, at this place.

Council Member _____ seconded the motion. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO EXCEED \$5,800,000 GENERAL OBLIGATION BONDS

WHEREAS, pursuant to notice published as required by law, the City Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of not to exceed \$5,800,000 General Obligation Bonds, for the essential corporate purposes, in order to provide funds to pay the 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,

and has considered the extent of objections received from residents or property owners as to the proposed issuance of Bonds; and following action is now considered to be in the best interests of the City and residents thereof.

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

Section 1. That this Council does hereby institute proceedings and take additional action for the authorization and issuance in the manner required by law of not to exceed \$5,800,000 General Obligation Bonds, for the foregoing essential corporate purposes.

Section 2. This Resolution shall serve as a declaration of official intent under Treasury Regulation 1.150-2 and shall be maintained on file as a public record of such intent. It is reasonably expected that the general fund moneys may be advanced from time to time for capital expenditures which are to be paid from the proceeds of the above Bonds. The amounts so advanced shall be reimbursed from the proceeds of the Bonds not later than eighteen months after the initial payment of the capital expenditures or eighteen months after the property is placed in service. Such advancements shall not exceed the amount authorized in this Resolution unless the same are for preliminary expenditures or unless another declaration of intention is adopted.

PASSED AND APPROVED this 7th day of May, 2018.

Mayor

ATTEST:

City Clerk

Item E.17.

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)

01475270-1\10283-160

ITEMS TO INCLUDE ON AGENDA FOR MAY 7, 2018

CITY OF CEDAR FALLS, IOWA

Not to Exceed \$550,000 General Obligation Bonds.

- Public hearing on the issuance.
- Resolution instituting proceedings to take additional action.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE
CHAPTER 21 AND THE LOCAL RULES OF THE CITY.

Item E.19.

May 7, 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: _____

* * * * *

The Mayor announced that this was the time and place for the public hearing and meeting on the matter of the issuance of not to exceed \$550,000 General Obligation Bonds, in order to provide funds to pay the costs of construction of recreational trails, for a general corporate purpose, and that notice of the proposal to issue the Bonds and the right to petition for an election had been published as provided by Section 384.26 of the Code of Iowa, and the Mayor then asked the City Clerk whether any petition had been filed in the Clerk's Office, in the manner provided by Section 362.4 of the Code of Iowa, and the Clerk reported that no such petition had been filed, requesting that the question of issuing the Bonds be submitted to the qualified electors of the City.

The Mayor then asked the Clerk whether any written objections had been filed by any resident or property owner of the City to the issuance of the Bonds. The Clerk advised the Mayor and the Council that _____ written objections had been filed. The Mayor then called for oral objections to the issuance of the Bonds and _____ were made. Whereupon, the Mayor declared the time for receiving oral and written objections to be closed.

(Attach here a summary of objections received or made, if any)

Whereupon, the Mayor declared the hearing on the issuance of the Bonds to be closed.

Item E.19.

The Council then considered the proposed action and the extent of objections thereto.

Whereupon, Council Member _____ introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO EXCEED \$550,000 GENERAL OBLIGATION BONDS", and moved:

- that the Resolution be adopted.
- to ADJOURN and defer action on the Resolution and the proposal to institute proceedings for the issuance of bonds to the meeting to be held at _____ .M. on the _____ day of _____, 2018, at this place.

Council Member _____ seconded the motion. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

**RESOLUTION INSTITUTING PROCEEDINGS TO TAKE
ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO
EXCEED \$550,000 GENERAL OBLIGATION BONDS**

WHEREAS, pursuant to notice published as required by law, the City Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of not to exceed \$550,000 General Obligation Bonds, for the general corporate purpose, in order to provide funds to pay the costs of construction of recreational trails, and has considered the extent of objections received from residents or property owners as to the proposed issuance of Bonds; and no petition was filed calling for a referendum thereon. The following action is now considered to be in the best interests of the City and residents thereof.

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

Section 1. That this Council does hereby institute proceedings and take additional action for the authorization and issuance in the manner required by law of not to exceed \$550,000 General Obligation Bonds, for the foregoing general corporate purpose.

Section 2. This Resolution shall serve as a declaration of official intent under Treasury Regulation 1.150-2 and shall be maintained on file as a public record of such intent. It is reasonably expected that the general fund moneys may be advanced from time to time for capital expenditures which are to be paid from the proceeds of the above Bonds. The amounts so advanced shall be reimbursed from the proceeds of the Bonds not later than eighteen months after the initial payment of the capital expenditures or eighteen months after the property is placed in service. Such advancements shall not exceed the amount authorized in this Resolution unless the same are for preliminary expenditures or unless another declaration of intention is adopted.

PASSED AND APPROVED this 7th day of May, 2018.

Mayor

ATTEST:

City Clerk

Item E.19.

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)

01475271-1\10283-160

ITEMS TO INCLUDE ON AGENDA FOR MAY 7, 2018

CITY OF CEDAR FALLS, IOWA

Not to Exceed \$350,000 General Obligation Bonds.

- Public hearing on the issuance.
- Resolution instituting proceedings to take additional action.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE
CHAPTER 21 AND THE LOCAL RULES OF THE CITY.

Item E.21.

May 7, 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: _____

* * * * *

The Mayor announced that this was the time and place for the public hearing and meeting on the matter of the issuance of not to exceed \$350,000 General Obligation Bonds, in order to provide funds to pay the costs of acquisition, construction, reconstruction, enlargement, improvement, and equipping of recreation grounds, recreation buildings, juvenile playgrounds and parks, for general corporate purposes, and that notice of the proposal to issue the Bonds and the right to petition for an election had been published as provided by Section 384.26 of the Code of Iowa, and the Mayor then asked the City Clerk whether any petition had been filed in the Clerk's Office, in the manner provided by Section 362.4 of the Code of Iowa, and the Clerk reported that no such petition had been filed, requesting that the question of issuing the Bonds be submitted to the qualified electors of the City.

The Mayor then asked the Clerk whether any written objections had been filed by any resident or property owner of the City to the issuance of the Bonds. The Clerk advised the Mayor and the Council that _____ written objections had been filed. The Mayor then called for oral objections to the issuance of the Bonds and _____ were made. Whereupon, the Mayor declared the time for receiving oral and written objections to be closed.

(Attach here a summary of objections received or made, if any)

Whereupon, the Mayor declared the hearing on the issuance of the Bonds to be closed.

Item E.21.

The Council then considered the proposed action and the extent of objections thereto.

Whereupon, Council Member _____ introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO EXCEED \$350,000 GENERAL OBLIGATION BONDS", and moved:

- that the Resolution be adopted.
- to ADJOURN and defer action on the Resolution and the proposal to institute proceedings for the issuance of bonds to the meeting to be held at _____ .M. on the _____ day of _____, 2018, at this place.

Council Member _____ seconded the motion. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

**RESOLUTION INSTITUTING PROCEEDINGS TO TAKE
ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO
EXCEED \$350,000 GENERAL OBLIGATION BONDS**

WHEREAS, pursuant to notice published as required by law, the City Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of not to exceed \$350,000 General Obligation Bonds, for the general corporate purposes, in order to provide funds to pay the costs of acquisition, construction, reconstruction, enlargement, improvement, and equipping of recreation grounds, recreation buildings, juvenile playgrounds and parks, and has considered the extent of objections received from residents or property owners as to the proposed issuance of Bonds; and no petition was filed calling for a referendum thereon. The following action is now considered to be in the best interests of the City and residents thereof.

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

Section 1. That this Council does hereby institute proceedings and take additional action for the authorization and issuance in the manner required by law of not to exceed \$350,000 General Obligation Bonds, for the foregoing general corporate purposes.

Section 2. This Resolution shall serve as a declaration of official intent under Treasury Regulation 1.150-2 and shall be maintained on file as a public record of such intent. It is reasonably expected that the general fund moneys may be advanced from time to time for capital expenditures which are to be paid from the proceeds of the above Bonds. The amounts so advanced shall be reimbursed from the proceeds of the Bonds not later than eighteen months after the initial payment of the capital expenditures or eighteen months after the property is placed in service. Such advancements shall not exceed the amount authorized in this Resolution unless the same are for preliminary expenditures or unless another declaration of intention is adopted.

PASSED AND APPROVED this 7th day of May, 2018.

Mayor

ATTEST:

City Clerk

Item E.21.

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)

01475268-1\10283-160

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

ORDINANCE NO. 2922

AN ORDINANCE REPEALING CHAPTER 29, ZONING, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, AND ENACTING IN LIEU THEREOF A NEW CHAPTER 29 ZONING, 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. Chapter 29, Zoning, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and the following Chapter 29, Zoning, is enacted in lieu thereof, as follows:

Sec. 29-1. - Title of chapter.

This chapter shall be known and may be cited and referred to as the Zoning Ordinance of the city.

Sec. 29-2. - Definitions.

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

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

Accessory use or structure means a use or structure on the same lot with and of a nature customarily incidental and subordinate to the principal use or structure. Said accessory structures are customarily used for storage or parking purposes. No residential dwelling unit or business or commercial office may be established within an accessory structure.

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

Item F.1.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Dwelling means any building or structure containing one or more units used, intended, or designed for occupancy by persons, including any attached appurtenances.

Item F.1.

Dwelling unit means any building, room, or group of adjoining rooms providing complete independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation.

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

Dwelling, Multiple means any structure containing three or more dwelling units.

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

Dwelling, Single-unit means a structure containing one dwelling unit.

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

Dwelling, Two-unit means a structure containing two dwelling units.

Dwelling, Two-unit conversion means a structure that was originally constructed as a single-unit dwelling, but which was subsequently converted to a two-unit dwelling.

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

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

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

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

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

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

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

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

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

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

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

Flood insurance study means a study initiated, funded or published by the Federal Insurance Administration and approved by the Federal Emergency Management Agency (FEMA), for the purpose of evaluating in detail the existence and severity of flood hazards, providing the city with the necessary information for adopting a floodplain management program, and establishing actuarial flood insurance rates.

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

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

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

Floodproofing means a combination of structural provisions, changes or adjustments incorporated in the design or construction and alteration of individual buildings, structures or

Item F.1.

properties, including utilities, water treatment and sanitary facilities, which will reduce or eliminate flood damages.

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

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

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

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

Gasoline filling station means any building or premises used for:

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

Group home means a community-based residential home which is licensed as a residential care facility or an intermediate care facility for the mentally retarded under I.C.A. ch. 135C or as a child foster care facility under I.C.A. ch. 237 to provide room and board, personal care, habilitation services and supervision in a family environment exclusively for handicapped persons, as defined in section 3602(f) of the Fair Housing Amendments Act, and any necessary support personnel. However, group home does not mean an individual foster care family home licensed under I.C.A. ch. 237.

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

Habitable space for flood protection purposes means any floor or level, including a basement, which is suitable for human habitation. It excludes a garage, a detached accessory

structure, or an area for housing electrical, plumbing, heating, ventilating and other utility systems underneath a structure elevated to comply with flood protection requirements.

Historic structure means a structure that is:

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

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

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

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

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

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

Lot means a parcel of land of at least sufficient size to meet minimum zoning requirements for use, coverage and area to provide such yards and other open space as are required in this

Item F.1.

chapter. No portion of an established floodway area lying within a lot or any access drive through a property shall be used in computing the number of dwelling units to be constructed. Such lot shall have frontage on a public street or private street and may consist of:

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

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

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

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

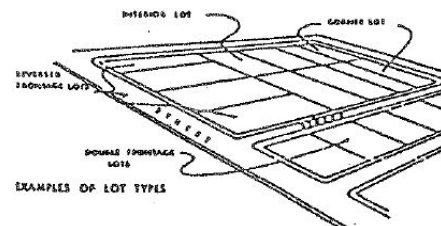
Lot, double frontage means a lot having a frontage on two nonintersecting streets, as distinguished from a corner lot.

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

Lot lines means the lines bounding a lot.

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

Lot, reversed frontage means a corner lot, the side street line of which is substantially a



continuation of the front line of the first platted lot to its rear.

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

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

- (1) The enclosed area is designed to flood to equalize hydrostatic pressure during floods, with walls or openings that satisfy the floodway fringe performance standard pertaining to new and substantially improved structures;

- (2) The enclosed area is unfinished (not carpeted, drywalled, etc.) and used solely for low damage potential uses such as building access, parking or storage;
- (3) Machinery and service facilities (e.g., hot water heater, furnace and electrical service) contained in the enclosed area are located at least one foot above the 500-year (0.2%) flood level; and
- (4) The enclosed area is not a basement.

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

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

Manufactured home means a factory-built single-unit structure, which is manufactured or constructed under the authority of 42 USC section 5403, Federal Manufactured Home Construction and Safety Standards, and is to be used as a place for human habitation, but which is not constructed with a permanent hitch or other device allowing it to be moved other than for the purpose of moving to a permanent site, and which does not have permanently attached to its body or frame any wheels or axles. A mobile home is not a manufactured home unless it has been converted to real property and is taxed as a site-built dwelling. Manufactured homes shall be considered the same as any site-built single-unit detached dwelling.

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

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

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

Item F.1.

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

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

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

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

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

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

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

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

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

Parking space, also Parking stall means an area measuring at least nine feet wide and 19 feet long for all commercial, institutional, or manufacturing uses or eight feet wide and 18 feet long for residential uses only, connected to a public street or alley by a driveway not less than ten feet wide, and so arranged as to permit ingress and egress of motor vehicles without moving any other vehicle parked adjacent to the parking space.

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

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

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

Program means the National Flood Insurance Program (NFIP).

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

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

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

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

Reach is a hydraulic engineering term used to describe longitudinal segments of a stream or river. A reach will generally include the segment of the flood hazard area where flood heights are primarily controlled by manmade or natural obstructions or constrictions. In an urban area, an example of a reach would be the segment of a stream or river between two consecutive bridge crossings.

Item F.1.

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

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

Roominghouse means an owner-occupied or manager-occupied single dwelling unit wherein individual sleeping rooms are provided to not less than three resident tenants aged 18 years or older. Not more than one kitchen facility shall be established within said structure wherein meals may be prepared by resident tenants. Said rooming or boarding facility shall be distinctive from transient lodging facilities such as hotels, beds and breakfasts, other overnight lodging facilities or public eateries. Residents within said roominghouse facility shall be accommodated with weekly, monthly, or yearly tenant agreements or leases.

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

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

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

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

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

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

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

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

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

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

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

Substantial improvement means any improvement to a structure which satisfies either of the following criteria:

- (1) Any reconstruction, rehabilitation, addition or other improvement of a structure, the cost of which equals or exceeds 50 percent of the fair market value of the structure before the start of construction of the improvement. This term includes structures which have incurred substantial damage, regardless of the actual repair work performed. The term does not, however, include either:
 - a. Any project for improvement of a structure to correct existing violations of state or local health, sanitary or safety code specifications which have been identified by the local code enforcement officer and which are the minimum necessary to ensure safe living conditions; or
 - b. Any alteration to an historic structure, provided that the alteration will not preclude the structure's continued designation as a historic structure.
- (2) Any addition which increases the original floor area of a structure by 25 percent or more. All additions constructed after February 1, 1985, shall be added to any proposed addition in determining whether the total increase in original floor space would exceed 25 percent. The term does not, however, include either:
 - a. Any project or improvement of a structure to correct existing violations of state or local health, sanitary or safety code specifications which have been identified by the local code enforcement officer and which are the minimum necessary to ensure safe living conditions; or
 - b. Any alteration which will not preclude the structure's continued designation as a historic structure.

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

Item F.1.

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

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

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

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

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

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

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

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

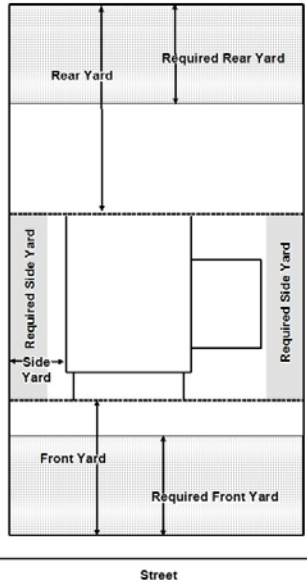


Figure 1

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

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

Sec. 29-3. - Interpretation of chapter.

In their interpretation and application, the provisions of this chapter shall be held to be minimum requirements. Where this chapter imposes a greater restriction than is imposed or required by other provisions of law or by other rules or regulations or ordinances, the provisions of this chapter shall control.

Sec. 29-4. - Amendments to chapter.

- (a) The city council may, from time to time, on its own action or on petition, after public notice and hearings as provided by law, and after reports by the city planning and zoning commission, amend, supplement or change the boundaries or regulations established in this chapter or subsequently established. Such amendment shall not become effective except by the favorable vote of a majority of all the members of the city council.
- (b) Prior to and in addition to the requirements of subsection (a) of this section, whenever any person desires that any amendment or change be made in this chapter as to any property in the city, there shall be presented to the city planning and zoning commission a petition requesting such change or amendment signed by the owners of at least 50 percent of the area of all the real estate included within the boundaries of the tract as described in the petition. The petition shall contain a legal description of the real estate for which rezoning is requested, the existing zoning classification and the requested zoning classification. The petition shall also have attached to it a plat which identifies the real estate for which rezoning is requested and which also shows all public streets and highways within a distance of 300 feet; the platted addition, if any, or the government section number and quarters in which the real estate is located; the existing zoning classification; and the requested zoning classification. Such plats

Item F.1.

shall be of a scale of not less than 300 feet to one inch. Within 30 days after the filing of such petition, the city planning and zoning commission, acting as a commission or acting through its chairman, vice-chairman or other authorized agent, shall fix a time, date and place of hearing on the petition, which date shall be no more than 60 days after the filing of such petition. The petitioner for such change or amendment shall thereafter cause a notice of hearing to be published once in a newspaper of general circulation published within the city, at least seven but not more than 14 days before the date fixed for such hearing. Such notice shall contain the time, date and place of the hearing, the existing zoning classification, the requested zoning classification and a reproduction of the plat attached to the petition, and shall be signed by the petitioners. The city planning and zoning commission may, upon the unanimous approval of the members present at a meeting, act upon a petition for rezoning or initiate a zoning change or amendment without the necessity of such a plat, notice or hearing.

- (c) In case the proposed amendment, supplement or change is disapproved by the city planning and zoning commission, such amendment, supplement or change shall not become effective except by the favorable vote of at least two-thirds $\frac{2}{3}$ of all the members of the city council. In case a written protest against a proposed amendment, supplement or change is filed with the city clerk duly signed by the owners of 20 percent or more of the area of the lots included in such proposed change, or by the owners of 20 percent or more of the property which is located within 200 feet of the exterior boundaries of the property for which the amendment, supplement or change is proposed, such amendment shall not become effective except by the favorable vote of at least three-fourths $\frac{3}{4}$ of all the members of the city council. Whenever any petition for an amendment, supplement or change of the zoning or regulations contained in this chapter or subsequently established shall have been denied by the city council, then no new petition covering the same property or the same property and additional property shall be filed with or considered by the city council until six months shall have elapsed from the date of the filing of the first petition.
- (d) Unless any lot, tract or parcel of land hereafter zoned to a less restrictive classification than as provided in this chapter has been used or developed for such less restrictive classification within two years from such rezoning, or unless there exists an unexpired building permit for the development thereof at the end of such two years, the city planning and zoning commission may, prior to the bona fide commencement of the use or development of the land in its less restrictive classification, after seven days' notice, in writing, to the then record owner of the land providing a reasonable opportunity to be heard, initiate and recommend to the city council that the land be rezoned to its zoning classification as established at the date of the passage of this chapter.
- (e) Before any action has been taken as provided in this section, the party proposing or recommending a change in district regulations or district boundaries shall deposit with the city clerk such sum as established by the council from time to time to cover the costs of this procedure. The fee will be nonrefundable.

Secs. 29-5—29-30. - Reserved.

ARTICLE II. - ADMINISTRATION AND ENFORCEMENT

DIVISION 1. - GENERALLY

Sec. 29-31. - Penalty for violation of chapter.

Any person who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this chapter, shall be guilty of a municipal infraction and subject to punishment as provided in section 1-9 of this Code.

Sec. 29-32. - Enforcement of chapter.

The department of developmental services is hereby designated and ordered to enforce this chapter. In case any building or structure is erected, constructed, reconstructed, altered, repaired, moved, converted or maintained, or any building, structure or land is used in violation of this chapter, the department, in addition to other remedies, shall institute any proper action or proceedings in the name of the city to prevent such unlawful erection, moving, construction, reconstruction, alteration, repair, conversion, maintenance or use, to restrain, correct or abate such violation, to prevent the occupancy of the building, structure or land, or to prevent any illegal act, conduct of business or use in or about the premises.

Sec. 29-33. - Occupancy permit.

- (a) No land shall be occupied or used, and no building hereafter erected or structurally altered shall be occupied or used in whole or in part for any purpose whatsoever, until a certificate is issued by the department of developmental services stating that the building and use comply with the provisions of this chapter. No change of use shall be made in any building or part thereof erected or structurally altered without an occupancy permit being issued therefor by the department. No occupancy permit shall be issued to make a change unless the changes are in conformity with the provisions of this chapter, and a certificate issued as provided in this subsection.
- (b) Nothing in this section shall prevent the continuance of a nonconforming use as authorized in this chapter, unless a discontinuance is necessary for the safety of life or property.
- (c) Certificates for occupancy and compliance shall be applied for coincidentally with the application for a building permit and shall be issued within ten days after the lawful erection or alteration of the building is completed. A record of all certificates shall be kept on file in the office of the department, and copies shall be furnished on request to any person having a proprietary or tenancy interest in the building affected.
- (d) No permit for excavation for or the erection or alteration of any building shall be issued before the application has been made for certificate of compliance and application has been made for certificate of occupancy, and no building or premises shall be occupied until that occupancy certificate and permit are issued.
- (e) A certificate of occupancy shall be required of all nonconforming uses. Application for a certificate of occupancy for nonconforming uses shall be filed within 12 months from the effective date of this Ordinance No. 1633, accompanied by affidavits of proof that such nonconforming use was not established in violation of Ordinance No. 855 or amendments thereto.

Sec. 29-34. - Floodplain development permit.

- (a) A floodplain development permit issued by the zoning administrator shall be secured prior to initiation of any floodplain development. Application for a floodplain development permit shall be made on forms supplied by the zoning administrator and shall include the following information:
 - (1) A description of the work to be covered by the permit for which application is to be made.
 - (2) A description of the land on which the proposed work is to be done, i.e., lot, block, tract, street address or similar description, that will readily identify and locate the work to be done.
 - (3) An indication of the use or occupancy for which the proposed work is intended.
 - (4) The elevations of the 100-year (1%) and 500-year (0.2%) flood.
 - (5) The elevation, in relation to the North American Vertical Datum of 1988 (NAVD), of the lowest floor, including basement, of buildings or of the level to which a building is to be floodproofed.

Item F.1.

- (6) For buildings being improved or rebuilt, the estimated cost of improvements and fair market value of the building prior to the improvements.
 - (7) Such other information as the administrator deems reasonably necessary for the purpose of this chapter.
- (b) Floodplain development permits issued on the basis of approved plans and applications authorize only the use, arrangement and construction set forth in such approved plans and applications and no other use, arrangement or construction. Any use, arrangement or construction at variance with that authorized shall be deemed a violation of this chapter and shall be punishable as provided in this chapter. The applicant shall be required to submit certification by a professional engineer or land surveyor, as appropriate, registered in the state, that the finished fill, building floor elevations, floodproofing or other flood protection measures were accomplished in compliance with the provisions of this chapter prior to the use or occupancy of any structure.
 - (c) All uses or structures in the floodway, floodway fringe and general floodplain districts requiring special exception permits shall be allowed only upon application to the zoning administrator with issuance of the special exception permit by the board of adjustment. Petitioners shall include information ordinarily submitted with applications, as well as any additional information deemed necessary by the board of adjustment. Where required, approval of the state department of natural resources shall precede issuance of the special exception permit by the board of adjustment.
 - (d) The zoning administrator shall, within a reasonable time, make a determination as to whether the proposed floodplain development meets the applicable provisions and standards of this chapter, and shall approve or disapprove the application. In case of disapproval, the applicant shall be informed, in writing, of a specific reason therefor. The zoning administrator shall not issue permits for special exception permits or variances except as directed by the board of adjustment.

Editor's note— Ord. No. 2750, § 2, adopted July 11, 2011, repealed § 29-34, in its entirety and enacted new provisions to read as herein set out. Prior to amendment, § 29-34 pertained to similar subject matter. See Code Comparative Table for derivation.

Sec. 29-35. - Variances and special exception permits.

- (a) The board of adjustment may authorize, upon request, in specific cases, such variances from the terms of this chapter as will not be contrary to the public interest, where owing to special conditions a literal enforcement of the provisions of this chapter will result in unnecessary hardship. Variances granted must meet the following applicable standards:
 - (1) No variance shall be granted for any development within the floodway district which would result in any increase in floods during the occurrence of the 500-year flood. Consideration of the effects of any development on flood levels shall be based upon the assumption that an equal degree of development would be allowed for similarly situated lands.
 - (2) Variances shall only be granted upon:
 - a. A showing of good and sufficient cause;
 - b. A determination that failure to grant the variance would result in exceptional hardship to the applicant; and
 - c. A determination that the granting of the variance will not result in increased flood heights, additional threats to public safety or extraordinary public expense, create nuisances, or cause fraud on or victimization of the public.
 - (3) Variances shall only be granted upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

- (4) In cases where the variance involves a lower level of flood protection for buildings than what is ordinarily required by this chapter, the applicant shall be notified in writing over the signature of the zoning administrator that:
 - a. The issuance of a variance will result in increased premium rates for flood insurance up to amounts as high as \$25.00 for \$100.00 of insurance coverage; and
 - b. Such construction increases risk to life and property.
 - (5) All variances granted shall have the concurrence or approval of the state department of natural resources.
- (b) In passing upon applications for special exception permits or requests for variances, the board shall consider all relevant factors specified in other sections of this chapter and:
- (1) The danger to life and property due to increased flood heights or velocities caused by encroachments.
 - (2) The danger that materials may be swept onto other lands or downstream to the injury of others.
 - (3) The proposed water supply and sanitation systems and the ability of these systems to prevent disease, contamination and unsanitary conditions.
 - (4) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner.
 - (5) The importance of the services provided by the proposed facility to the community.
 - (6) The requirements of the facility for a floodplain location.
 - (7) The availability of alternative locations not subject to flooding for the proposed use.
 - (8) The compatibility of the proposed use with existing development and development anticipated in the foreseeable future.
 - (9) The relationship of the proposed use to the comprehensive plan and floodplain management program for the area.
 - (10) The safety of access to the property in times of flood for ordinary and emergency vehicles.
 - (11) The expected heights, velocity, duration, rate of rise and sediment transport of the floodwater expected at the site.
 - (12) Such other factors which are relevant to the purpose of this chapter.
- (c) Upon consideration of the factors listed in subsection (b) of this section, the board may attach such conditions to the granting of special exception permits or variances as it deems necessary to further the purpose of this chapter. Such conditions may include but shall not necessarily be limited to:
- (1) Modification of waste disposal and water supply facilities.
 - (2) Limitation on periods of use and operation.
 - (3) Imposition of operational controls, sureties and deed restrictions.
 - (4) Requirements for construction of channel modifications, dikes, levees and other protective measures, provided such are approved by the state department of natural resources and are deemed the only practical alternative for achieving the purposes of this chapter.
 - (5) Floodproofing measures shall be designed consistent with the flood protection elevation for the particular area, flood velocities, durations, rate of rise, hydrostatic and hydrodynamic forces, and other factors associated with the regulatory flood. The board of adjustment shall require that the

Item F.1.

applicant submit a plan or document certified by a registered professional engineer that the floodproofing measures are consistent with the regulatory flood protection elevation and associated flood factors for the particular area. Such floodproofing measures may include but are not necessarily limited to the following:

- a. Anchorage to resist flotation and lateral movement.
 - b. Installation of watertight doors, bulkheads and shutters, or similar methods of construction.
 - c. Reinforcement of walls to resist water pressures.
 - d. Use of paints, membranes or mortars to reduce seepage of water through walls.
 - e. Addition of mass or weight structures to resist flotation.
 - f. Installation of pumps to lower water levels in structures.
 - g. Construction of water supply and waste treatment systems so as to prevent the entrance of floodwaters.
- (6) Pumping facilities or comparable practices for subsurface drainage systems for building to relieve external foundation wall and basement flood pressures.
 - (7) Construction to resist rupture or collapse caused by water pressure or floating debris.
 - (8) Installation of valves or controls on sanitary and storm drains which will permit the drains to be closed to prevent backup of sewage and stormwaters into the buildings or structures.
 - (9) Location of all electrical equipment, circuits and installed electrical appliances in a manner which will ensure that they are not subject to flooding.

Editor's note— Ord. No. 2750, § 3, adopted July 11, 2011, repealed § 29-35, in its entirety and enacted new provisions to read as herein set out. Prior to amendment, § 29-35 pertained to similar subject matter. See Code Comparative Table for derivation.

Sec. 29-36. - Development requiring approval by state department of natural resources.

In addition to the variance and conditional uses otherwise enumerated in this article requiring approval by the state department of natural resources, state authorization shall also be required for the following uses prior to issuance of the special exception permit from the board of adjustment:

- (1) Bridges, culverts, temporary stream crossings or road embankments in or on the floodway of any river or stream draining more than two square miles.
- (2) Construction, operation and maintenance of channel alterations on any river or stream draining more than two square miles.
- (3) Construction, operation and maintenance of dams and impounding structures in the following instances:
 - a. Any dam designed to provide permanent storage in excess of 18 acre-feet.
 - b. Any dam which has a height of ten feet or more and is designed to temporarily store more than five acre-feet at the top of the dam elevation, or which impounds a stream draining two or more square miles.
- (4) Construction, operation and maintenance of any levee or dike along any stream or river draining more than two square miles.

- (5) Waste or water treatment facilities on the floodplains of any river or stream draining more than two square miles.
- (6) Construction, operation and maintenance of any sanitary landfill located on a floodplain or floodway of any river or stream draining more than two square miles at the landfill site.
- (7) Construction, operation and maintenance of pipeline crossings on any river or stream draining more than two square miles.
- (8) Stream bank protective devices as follows:
 - a. Stream bank protective devices along any river or stream draining more than 100 square miles.
 - b. Stream bank protective devices along any river or stream draining between two and 100 square miles, where the cross sectional area of the river or stream channel is reduced more than three percent.
- (9) Excavation on the floodway of any stream draining more than two square miles.
- (10) Boat docks located on any river or stream, other than a lake, other than exempted nonfloating boat docks permitted by the state conservation commission.
- (11) Miscellaneous structures, obstructions or deposits not otherwise provided for, on the floodway or floodplains of any river or stream draining more than two square miles.

Sec. 29-37. - Duties of zoning administrator relative to development in flood hazard areas.

It shall be the responsibility of the zoning administrator or his/her official designee to:

- (1) Review all floodplain development permit applications to ensure that the provisions of this chapter will be satisfied.
- (2) Review all floodplain development permit applications to ensure that all necessary permits have been obtained from federal, state or local governmental agencies.
- (3) Obtain and record the actual elevation, in relation to the North American Vertical Datum of 1988 (NAVD), of the lowest floor, including basement, of all new or substantially improved structures, and whether or not the structure contains a basement.
- (4) For all new substantially improved floodproofed structures:
 - a. Verify and record the actual elevation, in relation to the North American Vertical Datum of 1988 (NAVD); and
 - b. Maintain the floodproofing certifications required in subsection 29-34(b).
- (5) Maintain for public information all records pertaining to the provisions of this chapter.
- (6) Submit to the Federal Insurance Administrator an annual report concerning the community's participation in the National Flood Insurance Program.
- (7) Review subdivision proposals to ensure that such proposals minimize flood damage, provide adequate drainage and are consistent with the purpose of this chapter, and advise the city council or potential conflicts.
- (8) Notify adjacent communities and counties and the state department of natural resources prior to any proposed alteration or relocation of a watercourse, and submit evidence of such notifications to the Federal Insurance Administration.

Item F.1.

- (9) Notify the Federal Insurance Administration of any alterations or modifications to the city's boundaries.

Editor's note— Ord. No. 2750, § 4, adopted July 11, 2011, repealed § 29-37, in its entirety and enacted new provisions to read as herein set out. Prior to amendment, § 29-37 pertained to similar subject matter. See Code Comparative Table for derivation.

Sec. 29-38. - Liability limitations.

The degree of flood protection required by this chapter is considered reasonable for regulatory purposes. Larger floods may occur on rare occasions, or the flood height may be increased by manmade or natural causes such as ice jams and bridge openings restricted by debris. This chapter does not imply that areas outside of the floodway, floodway fringe and general floodplain districts or land uses permitted within those districts will be free from flooding or flood damages. The granting of approval of any structure or use shall not constitute a representation, guarantee or warranty of any kind or nature by the city or the board of adjustment, or by any officer or employee thereof, of the practicality or safety of any structure or use proposed, and shall create no liability upon or cause action against any such body, officer or employee for any damage that may result pursuant thereto.

Sec. 29-39. - Flood insurance rate map (FIRM).

The Flood Insurance Rate Map (FIRM) for Black Hawk County and Incorporated Areas, City of Cedar Falls, Panels 19013C0145F, 0153F, 0154F, 0158F, 0161F, 0162F, 0163F, 0164F, 0166F, 0168F, 0276F, 0277F, 0278F, 0279F, 0281F, 0282F, and 0283F, dated July 18, 2011, which were prepared as part of the Flood Insurance Study for Black Hawk County, are hereby adopted by reference and declared to be the Official Floodplain Zoning Map. The flood profiles and all explanatory material contained within the Flood Insurance Study are also declared to be a part of this chapter.

Secs. 29-40—29-55. - Reserved.

DIVISION 2. - BOARD OF ADJUSTMENT^[2]

Footnotes:

--- (2) ---

Cross reference— Airport zoning commission, § 4-26 et seq.

Sec. 29-56. - Membership; appointment of members.

A board of adjustment is hereby established, which shall consist of seven members, each to be appointed by the mayor subject to approval of the city council for the term of five years. Members shall be removable for cause by the appointing authority upon written charges and after public hearing. Vacancies shall be filled for the unexpired term of any member whose term becomes vacant.

Sec. 29-57. - Meetings and rules of procedure.

The board of adjustment shall adopt rules in accordance with the provisions of this chapter. Meetings of the board shall be held at the call of the chairman and at such other times as the board may determine. Such chairman, or, in his/her absence, the acting chairman, may administer oaths and compel the attendance of witnesses. All meetings of the board shall be open to the public, and the presence of four members shall constitute a quorum. The board shall keep minutes of its proceedings, showing the vote of each member upon each question, or, if absent or failing to vote, indicating such fact, and shall keep records of its examinations and other official actions, all of which shall be immediately filed in the office of the board and shall be a public record.

Sec. 29-58. - Powers and duties.

The board of adjustment shall have the following powers and duties:

- (1) In appropriate cases and subject to appropriate conditions and safeguards, to make special exceptions to the terms of this chapter in harmony with its general purpose and intent. Any property owner aggrieved by the provisions of this chapter or any regulations or restrictions under this chapter may petition the board of adjustment directly to modify the regulations and restrictions as applied to such property owner, and the following rules shall apply:
 - a. The board of adjustment shall have a public hearing on the petitions under the same terms and conditions as provided in this division for the hearing of appeals by the board of adjustment.
 - b. The board of adjustment, in making any exception to this chapter, shall be guided by the general rule that the exceptions shall by their design, construction and operation adequately safeguard the health, safety and welfare of the occupants of adjoining and surrounding property, shall not impair an adequate supply of light and air to adjacent property, shall not increase congestion in the public streets, shall not increase public danger of fire and safety and shall not diminish or impair established property values in surrounding areas.
 - c. The board of adjustment is specifically authorized to permit erection and use of a building or the use of premises or vary the height and area regulations in any location for a public service corporation for public utility purposes or for purposes of public communication, including the distribution of newspapers, which the board determines reasonably necessary for public convenience or welfare.
 - d. The board of adjustment is specifically authorized to permit the extension of a district where the boundary line of a district divides a lot in a single ownership as shown of record or by existing contract or purchase at the time of the passage of this chapter, but in no case shall extension of the district boundary line exceed 40 feet in any direction.
- (2) To hear and decide appeals where it is alleged there is an error in any order, requirement, decision or determination made by the department of developmental services in the enforcement of this chapter.
- (3) To authorize upon appeal in specific cases such variance from the terms of this chapter as will not be contrary to the public interest, where owing to special conditions a literal enforcement of the provisions of this chapter will result in unnecessary hardship, and so that the spirit of this chapter shall be observed and substantial justice done. Special conditions shall include but not be limited to a property owner who can show that his/her property was acquired in good faith and that, by reason of exceptional narrowness, shallowness or shape of a specific piece of property, or by reason of exceptional topographical conditions or other extraordinary or exceptional situations, the

Item F.1.

strict application of the terms of this chapter actually prohibits the use of his/her property in a manner reasonably similar to that of other property in the district.

Sec. 29-59. - Appeals.

- (a) Appeals to the board of adjustment may be taken by any person aggrieved or by any officer, department, board or bureau of the city affected by any decision of the department of developmental services. Such appeal shall be taken within a reasonable time, as provided by the rules of the board, by filing with the department and with the board of adjustment a notice of appeal specifying the grounds thereof. The department shall forthwith transmit to the board all the papers constituting the record upon which the action appealed from is taken.
- (b) An appeal stays all proceedings in furtherance of the action appealed from, unless the department certifies to the board, after notice of appeal has been filed with the department, that by reason of the facts stated in the certificate a stay would, in its opinion, cause imminent peril to life or property. In such case, proceedings shall not be stayed otherwise than by a restraining order, which may be granted by the board or by a court of record on application, with notice to the department, and on due cause shown.
- (c) The appealing party shall be required to submit to the secretary of the board, ten days prior to the public hearing, a petition duly signed by the owners of the property immediately adjacent, in the rear and to the side thereof, extending the depth of one lot but not to exceed 200 feet therefrom, and of those directly opposite thereto, extending the depth of one lot or not to exceed 200 feet from the street frontage of such opposite lots, indicating knowledge of the appeal and the date of the public hearing. Should an adjacent property owner refuse to sign the petition, it shall then be the duty of the appealing party to contact the adjacent property owner by certified mail, notifying the property owner of the appeal before the board, and the appealing party shall submit proof of the certified mail to the secretary of the board ten days prior to the public hearing.
- (d) The board of adjustment shall give a reasonable time for hearing the appeal. The board shall publish notice of the public hearing on the appeal once, not less than seven nor more than 14 days before the date of the hearing, in a newspaper having general circulation in the city.
- (e) At the hearing, any party may appear in person or by agent, or by attorney. Before an appeal is filed with the board of adjustment, the appellant shall pay to the city clerk, to be credited to the general fund of the city, the cost of publishing the notice and the administrative costs of the appeal as determined by the board.
- (f) In exercising the powers mentioned in this section, the board may, in conformity with the provisions of law, reverse or affirm, wholly or partly, or modify the order, requirement, decision or determination as it believes proper, and to that end shall have all the zoning administration powers of the department of developmental services. The concurring vote of four members of the board shall be necessary to reverse any order, requirement, decision or determination of the department, or to decide in favor of the applicant on any matter upon which it is required to pass under this chapter; provided, however, that the action of the board shall not become effective until after the resolution of the board, setting forth the full reason of its decision and the vote of each member participating therein, has been spread upon the minutes. Such resolution, immediately following the board's final decision, shall be filed in the office of the board, and shall be open to public inspection.

Secs. 29-60—29-75. - Reserved.

DIVISION 3. - EXCEPTIONS AND MODIFICATIONS

Sec. 29-76. - Generally.

The regulations specified in this chapter shall be subject to the exceptions and interpretations set out in this division.

Sec. 29-77. - Review of proposed public improvements by planning and zoning commission.

- (a) No statutory, memorial or work of art in a public place, and no public building, bridge, viaduct, street fixture, public structure or appurtenance, shall be located or erected, or a site therefor obtained, nor shall any permit be issued by any department of the city for the erection or location thereof, until and unless the design and proposed location of any such improvement shall have been submitted to the city planning and zoning commission and its recommendations thereon obtained. If the commission disapproves the proposed improvement, it may be approved by the city council only by an affirmative vote of a simple majority of all the membership of the council.
- (b) Such requirements for recommendations shall not act as a stay upon action for such improvements where such commission, after 60 days' written notice requesting such recommendations, shall have failed to file the recommendations.

Sec. 29-78. - Use of existing lots of record.

In any district where dwellings are permitted, a single-unit dwelling may be located on any lot or plot of official record as of April 3, 1970, irrespective of its area or width; and, in addition, any two-unit dwelling may be located on any lot or plot in an R-3 residence district that has a lot width of not less than 60 feet and a lot area of not less than 8,000 square feet and is of official record as of April 3, 1970, provided, however, that:

- (1) The sum of the side yard widths of any such lot or plot shall not be less than 20 percent of the width of the lot, but in no case shall the width be less than five feet for any one side yard.
- (2) The depth of the rear yard of any such lot need not exceed 20 percent of the depth of the lot, but in no case shall the depth be less than ten feet.
- (3) In the case of a lot of record where the requirements of subsection (1) or (2) of this section are greater than those of the district in which it is located, the lesser requirement shall apply.
- (4) In the case of platted building setback lines established on lots of record as of April 3, 1970, such setback lines may apply in lieu of those required by this section unless existing adjacent building setbacks are greater than specified on the plat of record, in which case the provisions of sections 29-111 through 29-121 shall apply.

Sec. 29-79. - Exceptions to height limits.

The building height limitations of this chapter shall be modified as follows:

- (1) Chimneys, cooling towers, elevator bulkheads, fire towers, monuments, penthouses, stacks, stage towers or scenery lofts, tanks, water towers, spires and radio or television towers or necessary mechanical appurtenances may be erected to a height in accordance with the ordinances of the city. Wind energy conversion systems shall be permitted in all zoning districts, subject to approval by the board of adjustment. The board of adjustment may compel applicants to provide documentation indicating that the design, construction and operation of the system adequately safeguards the health, safety and welfare of the occupants of all adjoining and surrounding properties.
- (2) Public, semipublic or public service buildings, hospitals, medical clinics, senior housing facilities, nursing homes, housing for the elderly, professional offices, professional services, sanatoriums or schools, or other uses permitted in a district, may be erected to a height not exceeding 60 feet to

Item F.1.

the ridge line or top of the roof, and churches and temples, when permitted in a district, may be erected to a height not exceeding 75 feet, if the building is set back from each building setback line at least one foot for each foot of additional building height above the height limit otherwise provided for in the district in which the building is built. The additional setback area must be provided in open green space with living landscape material, berming and other vegetative screening elements along any property line adjacent to a public right-of-way. The building will utilize high quality materials such as brick, natural stone, glass or other materials used in the neighborhood. These materials shall be incorporated on all sides of the building. In addition, restrictive covenants, developmental agreements or design guidelines may be used to further supplement the building or site design.

- (3) Single-unit dwellings and two-unit dwellings in the dwelling districts may be increased in height by not more than ten feet when two side yards of not less than 15 feet each are provided, but they shall not exceed three stories in height.

Sec. 29-80. - Exceptions to lot area requirements.

In any district where public water supply or public sanitary sewer is not accessible, the lot area requirements shall be determined and approved by the planning and zoning commission upon recommendation by the county board of health, the city public works department and the department of developmental services. The commission shall evaluate the longterm use of the property and projected provision of public service to the area to determine the lot size and type of water and sewer service to be required. However, should public water or public sewer not be available, the minimum lot size required shall not be less than 15,000 square feet nor more than three acres. In all cases, if the lot requirement of the district is more restrictive than this regulation, the district lot requirement shall apply.

Sec. 29-81. - Measurement of rear or side yard when yard opens onto alley.

In computing the depth of a rear yard or the width of a side yard where the rear or side yard opens on an alley, one-half of the alley width may be included as a portion of the rear or side yard, as the case may be.

Sec. 29-82. - Yards for double frontage lots.

Buildings on through lots and extending through from street to street shall provide the required front yard on both streets.

Sec. 29-83. - Other exceptions to yard requirements.

- (a) *Obstructions in required yards.* Every part of a required yard shall be open to the sky, unobstructed with any above-grade building or structure with the following exceptions:
 - (1) The ordinary projections of skylights, sills, belt courses, cornices, roof eaves and ornamental features, such projections not to exceed 36 inches.
 - (2) Handicap accessible ramps, railings or walkways that may extend to the property line in order to accommodate handicap access and egress.
 - (3) The usual steps of enclosed or unenclosed porches, stoops, or other entryways, said steps to extend no closer than five feet from the property line.

- (4) Unenclosed and unroofed decks may extend no closer than five feet from a side yard property line. Said unenclosed and unroofed decks shall extend no further than ten feet into the required front yard or required rear yard area.
 - (5) Other decorative lawn ornaments such as bird feeders, lighting fixtures, art work, or any similar item not recognized by the uniform building code as a building or structure shall be allowed.
 - (6) Permitted accessory structures and fences. Said accessory structures, including but not limited to garages or storage sheds, shall not be allowed in any portion of a required front yard.
- (b) *Swimming pools.* In all residential zoning districts detached above-ground and in-ground swimming pools are permitted for private use. The size and location of said swimming pools on the site will be governed by the regulations controlling detached accessory structures (section 19-115). However, said swimming pools will be allowed the area permitted in section 29-115 exclusive of any existing or proposed accessory structures on the lot, provided that minimum setbacks and building separations are maintained. No permanent swimming pools will be permitted in the required front yard. In addition, a fence measuring at least five feet in height shall be established around the perimeter of said swimming pool.
- (c) *Rowhouses and condominiums.* In all districts providing for multiple-unit dwellings, the front, rear and side yard requirements shall apply to the building where utilized as a row or condominium dwelling, and shall not be required for each individual unit.
- (d) *Conversion of duplex to bi-attached dwelling.* In the case of a duplex conversion to bi-attached dwelling status, the front, rear and side yard requirements shall apply to the duplex structure as a whole, as required by the zoning classification in which the duplex is located, if the duplex was constructed prior to March 9, 1981.

Sec. 29-84. - Satellite receiving dishes.

Satellite receiving dishes shall be permitted in all districts subject to the following:

- (1) Satellite receiving dishes shall be classified as an incidental use, and shall not be permitted upon a lot unless such lot has a principal permitted use located thereon. No more than one dish shall be permitted on any parcel.
- (2) The size of satellite receiving dishes shall not be subject to the total square footage limitation for accessory buildings as outlined in section 29-115, but the dish shall be set back at least two feet from private property lines as measured at the most extreme axis.
- (3) A building permit shall be issued by the city prior to the installation or structural alteration of any satellite receiving dish. The dish shall meet all requirements of the building and electrical codes.
- (4) No satellite receiving dish shall be permitted within a provided front yard, or within any portion of a required side yard lying closer to the front lot line than the rear of the principal structure.
- (5) Satellite receiving dishes shall not exceed a maximum height of 20 feet, as measured at the most extreme vertical axis.
- (6) Roof-mounted satellite receiving dishes shall be restricted to commercial and industrial zoning districts, and shall not extend more than ten feet above the height limit established for the district in which the structure is located.
- (7) No satellite receiving dish shall be permitted to cause electrical disturbances, nor interfere with the transmission of communication signals to adjacent properties.

Sec. 29-85. - Enclosing of open porches.

Item F.1.

An existing open porch may be remodeled or rebuilt to an enclosed nonhabitable vestibule entranceway, which may include closet space, when projecting not more than one-fourth of the width of the residence.

Sec. 29-86. - Walls, fences and hedges.

- (a) In any residential or agricultural zoning district, a wall, fence or hedge not to exceed four feet in height may be located and maintained on any part of a lot, except in the case of a corner lot it shall not exceed three feet in height above the curb level in the triangular area formed by the intersection of two public rights-of-way, excluding alleys, with two sides of the triangle being 30 feet in length along the abutting public right-of-way line measured from their point of intersection and the third side being a line connecting the ends of the other two lines. However, a fence not to exceed four feet in height may be located within this triangular area if it is constructed of materials which provide openings of not less than 75 percent in area of the vertical surface of the fence to permit transmission of light, air and vision through the vertical surface at a right angle. A wall, fence or hedge not to exceed eight feet in height may be located and maintained anywhere on a lot to the rear line of the required front yard. However, in the case of a corner lot or reversed lot, it shall not be closer to the property line than to the rear of the side yard requirement. Fences shall be constructed of materials commonly used for landscape fencing, such as masonry, block, lumber or chain link, but shall not include corrugated sheetmetal, barbed wire or salvage material, or be electrified.
- (b) In any commercial or industrial zoning district, no wall or fence, except as noted in this subsection, shall be located or maintained within the following described areas:
 - (1) The areas of property on both sides of an accessway, driveway or alley formed by an intersection with a public right-of-way with two sides of each triangle being formed by lines extending a distance of ten feet in length from the point of intersection and the third side being a line connecting the ends of the ten-foot sides.
 - (2) The area of property located at a corner formed by the intersection of two public rights-of-way, excluding alleys, with two sides of the triangle being 30 feet in length along the abutting public right-of-way lines measured from their point of intersection, and the third side being a line connecting the ends of the other two lines.

However, fences not exceeding height requirements may be located within these triangular areas if constructed of materials which provide openings of not less than 75 percent in area of the vertical surface of the fence to permit transmission of light, air and vision through the vertical surface at a right angle. No structure, material storage, vehicle or other obstruction shall be situated therein preventing the view of traffic approaching the intersection from either way.

- (c) In any commercial zoning district, a wall, fence or hedge not to exceed eight feet in height may be located and maintained on any part of a lot, except as provided in subsection (b) of this section.
- (d) In any industrial zoning district, a wall, fence or hedge not to exceed ten feet in height may be located and maintained on any part of a lot, except as provided in subsection (b) of this section.
- (e) In any commercial or industrial zoning district, fences shall not be constructed of salvage material, shall not be electrified, and shall not use barbed wire closer than six feet to the ground or higher than the maximum allowable fence height in the applicable zoning district.
- (f) In all zoning districts, no portion of any wall, fence or hedge shall extend beyond the owner's private property line.

- (g) Fences used solely for permitted livestock containment purposes may be electrified or utilize barbed wire or corrugated sheet metal within the height requirements of the applicable zoning district.
- (h) No wall, fence or hedge shall be so located as to obstruct the view of traffic approaching an intersection from any direction.
- (i) No wall, fence or hedge shall be located as to obstruct direct access to a fire hydrant from the public right-of-way, nor shall any wall, fence or hedge be situated closer than four feet to a fire hydrant.

Sec. 29-87. - Stormwater detention.

- (a) *Required; request for review.* In all zoning districts, in connection with every industrial, commercial, business, trade, institutional, recreational or dwelling use, and similar uses, stormwater detention shall be provided and shall be subject to the review and approval of the city engineer. A request for stormwater detention review shall be accompanied by two copies of plans showing all existing landscaping, surface treatments, structures, measurements and elevations and two copies of plans showing proposed improvements, surface types, measurements, elevations, stormwater detention calculations and method of detention. In all zoning districts, all uses shall provide stormwater detention in accordance with the criteria in this section.
- (b) *Exceptions.* Stormwater detention will not be required for:
 - (1) Individual single-unit dwelling units, duplexes, bi-attached dwelling units or similar uses or lots with low runoff coefficients.
 - (2) All uses on undeveloped lots of record as of September 26, 1983, where the difference between the runoff of a ten-year frequency rainfall, as applied to the entire lot, including the proposed improvements, is less than or equal to one cubic foot per second when compared to the amount of total stormwater runoff generated from a two-year frequency rainfall on the lot as it existed in its natural, undeveloped state. However, following initial development, should any deed transfer, lot split, resubdivision or addition reduce the computed lot area or increase the amount of impervious surface, increasing the runoff by an amount greater than one cubic foot per second, then stormwater detention shall be provided for the entire lot in conformance to the criteria in subsection (c) of this section.
 - (3) Additions to existing structures or new structures on developed lots of record as of September 26, 1983, where the total stormwater runoff generated from a ten-year frequency rainfall, applied to the entire area of the addition or new structure, including the proposed improvements and required parking addition, is less than or equal to one cubic foot per second when compared to the amount of total stormwater runoff generated from a two-year frequency rainfall on the affected area in its existing state. However, following completion of the proposed addition or new structure without stormwater detention, should any deed transfer, lot split, resubdivision, new addition or structures be added to the lot which reduce the computed lot area or increase the amount of impervious surface such that the sum of the improvements generate a runoff greater than one cubic foot per second, then stormwater detention shall be provided for all additions or new structures added after September 26, 1983, in conformance to the criteria in subsection (c) of this section.
 - (4) Reconstruction, repair or replacement of uses on developed lots in conformance with all other applicable sections of this chapter and this Code, provided that such reconstruction, repair or replacement may not increase the total stormwater runoff generated by the lot as it existed prior to reconstruction. Should the reconstruction, repair or replacement generate runoff greater than that discharged prior to construction, the lot shall conform to the criteria in subsection (b)(3) of this section.

Item F.1.

- (5) Individual lots recorded after September 26, 1983, if the plat in which the lots are located provides stormwater detention for all lots, onsite or offsite, equal to the difference between the total stormwater runoff generated from a ten-year frequency rainfall applied to the entire plat, including proposed improvements, public and private, and a two-year frequency rainfall applied to the site as it existed in its natural undeveloped state.
- (6) Any lot where a governmental body or private drainage district has provided overall drainage basin detention facilities and the city has waived by resolution the detention criteria for individual lots in that basin.
- (c) *Detention requirements.* All lots not exempted by subsection (b) of this section shall detain all onsite stormwater runoff equal to the difference between the total stormwater runoff generated from a ten-year frequency rainfall as applied to the entire lot, including the proposed improvements, and a two-year frequency rainfall applied to the lot as it existed in its natural undeveloped state.
- (d) *Special detention requirements.* The city council, upon recommendation of the planning and zoning commission or at its own discretion, may prescribe that a higher degree of stormwater detention be required if it is in the best interest of the general public. The special detention requirement will normally be reserved for developments with large quantities of impervious surfaces, where the drainage basin in which the development is located is experiencing flooding problems, or where receiving stormwater facilities cannot accept the normal two-year storm discharge.
- (e) *Waivers.* Stormwater detention requirements may be waived by the city council following receipt of sufficient written justification from the property owner indicating that it is not physically or economically feasible to detain stormwater and that such discharge will not be injurious to downstream properties in the drainage basin.
- (f) *Evaluation of drainage system.* All developments and subdivisions which are required by this section to provide stormwater detention or installation of a public storm sewer system shall provide an evaluation of the 100-year storm overflow from the development's primary drainage system. The evaluation will be reviewed by the city to ensure unobstructed overflow areas are provided for a 100-year storm as a protection to new construction in the development and downstream properties.
- (g) *Determination of specific requirements.* The charts following this section shall be used to determine if stormwater detention is required.
- (h) *Inspection and approval.* All required stormwater detention shall be in place, inspected and approved by the city engineer or his/her staff designees prior to issuance of an occupancy permit. However, installation prior to occupancy may be waived in accordance with section 29-177(g)(6).

TABLE B-1. RAINFALL INTENSITIES, WATERLOO, IOWA
(Compiled from U.S. Weather Bureau Technical Paper #40)

Rainfall Intensities are in Inches per Hour

(24 hours)	1440	.11	.13	.16	.19	.22	.24	.27	
(12 hours)	720	.19	.23	.29	.33	.38	.42	.47	
(6 hours)	360	.32	.38	.48	.57	.65	.73	.80	
(3 hours)	180	.55	.67	.85	.93	1.10	1.23	1.35	
(2 hours)	120	.76	.90	1.15	1.31	1.55	1.70	1.85	

<i>Storm Duration (Minutes)</i>	90	1.03	1.23	1.53	1.76	2.00	2.20	2.50
	60	1.29	1.54	1.95	2.22	2.55	2.82	3.15
	50	1.44	1.72	2.14	2.46	2.80	3.08	3.50
	40	1.65	1.97	2.45	2.82	3.20	3.52	4.00
	30	2.06	2.46	3.06	3.52	4.00	4.40	5.00
	20	2.57	3.07	3.82	4.40	5.00	5.50	6.25
	15	2.97	3.54	4.41	5.07	5.76	6.34	7.20
	10	3.52	4.21	5.23	6.02	6.84	7.52	8.55
	5	4.57	5.46	6.79	7.81	8.88	9.77	11.10
	0	_____						
		1-year	2-year	5-year	10-year	25-year	50-year	100-year
		<i>Storm Frequency (Years)</i>						

TIME OF CONCENTRATION
(Overland Flow)

<p>EXAMPLE: Bare, Rocky Soil on 1.5% Slope. Find Time of Concentration for Overall Length of 1000 feet.</p>	<p>PROCEDURE: Connect Overland Condition (1) with Slope (2). Where Line Crosses the Pivot Line (3), Extend a Line from the Length (4) through the Pivot Line (3) to the Time of Concentration (5).</p>
--	---

RUNOFF COEFFICIENTS FOR VARIOUS AREAS

Type of Drainage Area	Runoff Coefficient, C
Residential:	
Single-unit areas	0.30—0.50
Multiunits, detached	0.40—0.60
Multiunits, attached	0.60—0.75
Apartment dwelling areas	0.50—0.70
Suburban	0.25—0.40
Business:	
Downtown areas	0.70—0.95
Neighborhood areas	0.50—0.70
Industrial:	

Item F.1.

	Light areas	0.50—0.80
	Heavy areas	0.60—0.90
	Parks, cemeteries	0.10—0.25
	Playgrounds	0.20—0.35
	Railroad yard areas	0.20—0.40
	Unimproved areas	0.10—0.30
	Streets:	
	Asphalt	0.70—0.95
	Concrete	0.80—0.95
	Brick	0.70—0.85
	Gravel	0.45—0.60
	Drives and walks	0.75—0.85
	Roofs	0.75—0.95
	Lawns:	
	Sandy soil, flat (0—2% slope)	0.05—0.10
	Sandy soil, average (2—7% slope)	0.10—0.15
	Sandy soil, steep (7% or greater slope)	0.15—0.20
	Heavy soil, flat (0—2% slope)	0.13—0.17
	Heavy soil, average (2—7% slope)	0.18—0.22
	Heavy soil, steep (7% or greater slope)	0.25—0.35

RUNOFF COEFFICIENTS FOR RURAL AREAS

Topography and Vegetation	Open Sandy Loam	Clay and Silt Loam	Tight Clay
Woodland:			
Flat (0—5% slope)	0.10	0.30	0.40
Rolling (5—10% slope)	0.25	0.35	0.50
Hilly (10—30% slope)	0.30	0.50	0.60
Pasture:			
Flat	0.10	0.30	0.40
Rolling	0.16	0.36	0.55
Hilly	0.22	0.42	0.60
Cultivated:			
Flat	0.30	0.50	0.60

	Rolling	0.40	0.60	0.70
	Hilly	0.52	0.72	0.82

Secs. 29-88—29-105. - Reserved.

ARTICLE III. - DISTRICTS AND DISTRICT REGULATIONS

DIVISION 1. - GENERALLY

Sec. 29-106. - Districts established.

In order to classify, regulate and restrict the location of trades and industries and the location of buildings designed for specified uses, to regulate and limit the height and bulk of buildings erected or altered, to regulate and limit the intensity of the use of lot areas and to regulate and determine the area of yards, courts and other open spaces within and surrounding such buildings, the city is hereby divided into 26 classes of districts. The use, height and area regulations are uniform in each class of district, and the districts shall be known as:

A-1	Agricultural District
R-1SU	Single-Unit Residence District
R-1	Residence District
R-2	Residence District
R-3	Multiple Residence District
R-4	Multiple Residence District
R-5	Residence District
S-1	Shopping Center District
C-1	Commercial District
C-2	Commercial District
C-3	Commercial District
M-1	Light Industrial District
M-2	Heavy Industrial District
M-P	Planned Industrial District
F-W	Floodway Overlay District
F-F	Floodway Fringe Overlay District
F-P	General Floodplain Overlay District
R-P	Planned Residence District
HCG	Highway Corridor and Greenbelt Overlay Zoning District

Item F.1.

CHN	College Hill Neighborhood Overlay Zoning District
MPC	Major Thoroughfare Planned Commercial District
PO-1	Professional Office District
BR	Business/Research Park District
MU	Mixed Use Residential District
HWY-1	Highway Commercial District
PC-2	Planned Commercial District
HWY-20	Highway 20 Commercial Corridor Overlay District
CBD	Central Business District Overlay Zoning District
P	Public Zoning District

Sec. 29-107. - District boundaries.

(a) *Zoning maps.*

- (1) *Zoning map.* The boundaries of the districts established by this article are indicated upon the zoning map of the city, which map is made a part of this chapter by reference. The zoning map of the city and all the notations, references and other matters shown thereon shall be as much a part of this chapter as if the notations, references and other matters set forth by the map were all fully described in this chapter. The zoning map is on file in the office of the city planner, at the City Hall. It shall be the responsibility of the city planner to see that the zoning map is kept current at all times.
- (2) *Digital zoning map.* An electronic computerized version of the zoning map that displays the boundaries of the districts established by this article are indicated upon the digital zoning map of the city, which map is made a part of this chapter by reference. The digital zoning map of the city and all the notations, references and other matters shown thereon shall be as much a part of this chapter as if the notations, references and other matters set forth by the map were all fully described in this chapter. The digital zoning map is on file in the office of the city planner, at the City Hall. It shall be the responsibility of the city planner to see that the digital zoning map is kept current at all times.
- (3) *Resolving inconsistencies between zoning maps.* To the extent there is any inconsistency between the Zoning Map referenced in subsection (a)(1) and the digital zoning map referenced in subsection (a)(2) of this section, the digital zoning map shall take precedence.

(b) *Interpretation of boundaries.* Where uncertainty exists with respect to the boundaries of the various districts as shown on the map accompanying and made a part of this chapter, the following rules apply:

- (1) The district boundaries are either street lines or alley lines unless otherwise shown, and where the districts designated on the map accompanying and made a part of this chapter are bounded approximately by street lines or alley lines, the street lines or alley lines shall be construed to be the boundary of the district. Street and alley rights-of-way are not included in zoned areas.
- (2) In unsubdivided property, the district boundary lines on the map accompanying and made a part of this chapter shall be determined by use of the scale appearing on the map.

- (3) Publication of the legal description of property zoned or rezoned shall constitute an official amendment to the official zoning map, and, as such, the map or portion of the map need not be published.

Editor's note— The map referred to in the preceding section is on file in the city clerk's office and may be seen by the general public.

Sec. 29-108. - Establishment of floodplain districts.

- (a) *Statutory authorization.* The legislature of the state has, in I.C.A. ch. 414, delegated the responsibility to cities to enact zoning regulations to secure safety from flood and to promote health and the general welfare.
- (b) *Findings of fact.*
 - (1) The flood hazard areas of the city are subject to periodic inundation which can result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the health, safety and general welfare of the community.
 - (2) Such losses, hazards and related adverse effects are caused by:
 - a. The occupancy of flood hazard areas by uses vulnerable to flood damages which create hazardous conditions as a result of being inadequately elevated or otherwise protected from flood; and
 - b. The cumulative effect of floodplain construction on flood flows, which causes increases in flood heights and floodwater velocities.
 - (3) This chapter relies upon engineering methodology for analyzing flood hazards which is consistent with the standards established by the department of natural resources.
- (c) *Classes of districts.* In order to classify, regulate and restrict the location of trades and industries and the location of buildings designed for specific uses, to regulate and limit the height and bulk of buildings erected or altered, to regulate and limit the intensity of the use of lot areas and to regulate and determine the area of yards, courts and other open spaces within and surrounding such buildings within established floodprone areas, the city is hereby divided into three classes of floodplain districts. The use, height and area regulations are uniform in each class of district, and the districts shall be known as F-W Floodway District, the F-F Floodway Fringe District and the F-P General Floodplain District.
- (d) *Purpose of districts.* It is the purpose of the floodplain districts to promote the public health, safety and general welfare and to minimize public and private damages due to flood conditions in specific areas by provisions designed to:
 - (1) Protect human life and health.
 - (2) Minimize expenditure of public money for costly flood control projects.
 - (3) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public.
 - (4) Minimize prolonged business interruptions.
 - (5) Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in areas of special flood hazard.
 - (6) Help maintain a stable tax base by providing for the sound use and development of areas of special flood hazard so as to minimize flood blight areas.

Item F.1.

- (7) Ensure that potential buyers are notified that property is in an area of special flood hazard.
- (8) Ensure that those who occupy the areas of special flood hazard assume responsibility for their actions.
- (9) Reserve sufficient floodplain area for the conveyance of flood flows so that flood heights and velocities will not be increased substantially.
- (10) Ensure that eligibility is maintained for property owners in the community to purchase flood insurance through the National Flood Insurance Program.

Sec. 29-109. - Boundaries of floodplain districts.

- (a) The areas of special flood hazard identified by the Federal Insurance Administration in a scientific and engineering report entitled Flood Insurance Study for the City of Cedar Falls, Iowa, dated February 1, 1985, with accompanying flood insurance rate maps and flood boundary and floodway maps, are hereby adopted by reference and declared to be a part of this chapter. The maps shall be referenced in this chapter as the official floodplain zoning map. The boundaries of the floodway, floodway fringe and general floodplain districts shall be determined by scaling distances on the official floodplain zoning map. When an interpretation is needed as to the exact location of the boundaries, the zoning administrator or his/her official designee shall make the necessary interpretation. Any person contesting the location of the district boundary shall be given a reasonable opportunity to present his/her case and submit technical evidence.
- (b) There shall be established and maintained by the zoning administrator of the city the official floodplain zoning map, which shall indicate thereon or encompass the boundaries of the floodway, floodway fringe and general floodplain districts provided for by this chapter. The floodplain management regulations found within this chapter shall apply only within the floodway, floodway fringe and general floodplain districts and shall be null and void and of no effect in areas not being mapped as being included in such districts. It is not intended by this chapter to repeal, abrogate, or impair any existing easements, covenants or deed restrictions. However, where this chapter imposes greater restrictions, the provisions of this chapter shall prevail.

Sec. 29-110. - Classification of territory annexed to city.

All territory which may hereafter be annexed to the city shall automatically be classed as lying in the A-1 agricultural district unless the city council, having a recommendation from the city planning and zoning commission at the time of its annexation proceedings, determines that a different zoning classification is more appropriate.

Sec. 29-111. - Compliance with district regulations.

Except as specified in this chapter, no building or structure shall be erected, converted, enlarged, reconstructed, moved or structurally altered, nor shall any building or land be used, which does not comply with all of the district regulations established by this chapter for the district in which the building or land is located.

Sec. 29-112. - Nonconforming uses.

- (a) *Continuation of existing uses.* The use of a building existing at the time of the enactment of this chapter may be continued even though such use may not conform with the regulations of this chapter for the district in which it is located. Any use in existence at the adoption of this chapter which was not an authorized nonconforming use under previous zoning ordinances shall not be authorized to continue as a nonconforming use pursuant to this chapter or amendments thereto.

- (b) *Nonconforming uses or buildings in A and R districts.* No existing building or premises devoted to a use not permitted by this chapter in a residence district in which such building or premises is located, except when required by law, shall be enlarged, extended, reconstructed, substituted or structurally altered, unless the use thereof is changed to a use permitted in the district in which such building or premises is located, except as follows:
- (1) *Substitution.* If no structural alterations are made, a nonconforming use of a building may be changed to another nonconforming use of the same or of a more restricted classification. Whenever a nonconforming use has been changed to a more restricted use or to a conforming use, such use shall not thereafter be changed to a less restricted use.
 - (2) *Discontinuance.* If a nonconforming use of any building or premises is discontinued for a period of one year, the use of the building or premises shall conform thereafter to the uses permitted in the district in which it is located.
 - (3) *Additions.* If the existing building or premises is devoted to a use permitted in the district but the structure is nonconforming by virtue of inadequate yard area, such structure may be enlarged:
 - a. Into those yard areas exceeding yard requirements of this chapter, provided the addition meets the requirements of this chapter as these apply to the new construction and yard area in which construction takes place; and
 - b. Into those yard areas not meeting yard requirements only to the extent the addition does not exceed the building lines established by already existing walls of the structure or building. The term "existing walls" shall not include fences, independent walls on or near the property line or other such similar structures independent from principal use structures.

In neither case shall this construction infringe upon the sight distance requirements for corner or triangular lots as set out in this chapter.

- (c) *Nonconforming uses or buildings in districts other than A and R districts.*
- (1) *Structural alterations and enlargements.* Any buildings in any district other than an R district devoted to a use made nonconforming by this chapter may be structurally altered or enlarged in conformity with the lot area, lot frontage, yard and height requirements of the district in which situated, provided such construction shall be limited to buildings on land owned of record by the owner of the land devoted to the nonconforming use prior to the effective date of this chapter. In the event of such structural alteration or enlargement of buildings, the premises involved may not be used for any nonconforming use other than the use existing on the effective date of this chapter, other provisions of this chapter notwithstanding.
 - (2) *Discontinuance.* If a nonconforming use of any building or premises is discontinued for a period of one year, the use of the building or premises shall conform thereafter to the uses permitted in the district in which it is located.
- (d) *Replacement of damaged buildings.* Any nonconforming building or structure damaged to an extent 50 percent or more of its fair market value at the time of damage of any origin, including but not limited to, fire, flood, tornado, storm, explosion, war, riot or act of God shall not be restored or reconstructed and used as before such happening unless restored or reconstructed in compliance with this chapter, provided that such restoration or reconstruction work is started within six months of such happening. Any pre-existing residential use established in a district where such use is not permitted shall be allowed to be restored or reconstructed, provided such property is not located in a designated flood way or flood way fringe district. If the building or structure is less than 50 percent damaged, it may be restored, reconstructed or used as before, provided that such restoration or reconstruction work is started within six months of such happening. Restoration or reconstruction of nonconforming buildings

Item F.1.

or structures located in the floodplain that are damaged by flood is further governed by Sections 29-155 and 29-156 of this chapter.

Editor's note— Ord. No. 2750, § 6, adopted July 11, 2011, repealed § 29-112, in its entirety and enacted new provisions to read as herein set out. Prior to amendment, § 29-112 pertained to similar subject matter. See Code Comparative Table for derivation.

Sec. 29-113. - Construction under existing building permit.

Nothing contained in this chapter shall require any change in the overall layout, plans, construction, size or designated use of any building, or part thereof, for which approvals and required building permits have been granted before the enactment of this chapter, the construction of which conforms with such plans, when construction has been started prior to the effective date of this chapter and completion thereof carried on in a normal manner and not discontinued for reasons other than those beyond the builder's control.

Sec. 29-114. - Access to public street for residential buildings.

Residential lots may be established for building purposes within existing residential neighborhoods on residentially zoned properties where said lots provide less than 40 feet public street frontage under the following conditions:

- (a) The property must contain at least one acre of land area prior to subdivision.
- (b) A subdivision plat must be submitted for review and approval by the planning and zoning commission and city council in conformance with normal subdivision platting requirements with regards to the provision of basic utility easements and sanitary sewer service. No such lot may be created without connection to municipal sanitary sewer service. Private septic sewerage systems are prohibited.
- (c) The lots being created must provide lot area that is in conformance with prevailing neighborhood lot area standards. Proposed lots must be as large as and no smaller than lots immediately abutting the property. Data must be submitted with the plat application that illustrates the size and location of all immediately adjacent properties along with the property owners' names and addresses for those immediately abutting properties. In addition, the names and addresses of all property owners for all properties within 200 feet of the proposed subdivision area must be submitted.
- (d) In lieu of public street frontage of at least 40 feet width, access and utility easements must be provided to the proposed lots, said easements intended to provide route of vehicular and pedestrian access and also a route for the establishment/extension of utility services, municipal sanitary sewers and other necessary public infrastructure. Said easements must be at least 25-foot width servicing one single-unit dwelling and 50 feet width for two single-unit dwellings or for a duplex dwelling or multi-unit dwellings.
- (e) No duplex residence or multi-unit dwellings (three units or more) shall be established on such lots in neighborhoods where at least 50 percent of the abutting properties are occupied by single-unit dwellings or where the prevailing use of properties on the same block (50 percent or more of all properties) are single-unit residential dwellings. In those cases where it is appropriate to establish a lot for an allowable duplex or multi-unit use, an access easement measuring at least 50 feet wide shall be provided to not more than one duplex or one multi-unit dwelling (three units or more).

- (f) No driveway access to any new lots shall be located closer than five feet from an adjacent property line. Screen fencing measuring at least four feet height and in conformance with general fencing requirements of the zoning ordinance (section 29-86) shall be installed when a new driveway created for this purpose is located closer than 20 feet from an abutting residential structure on an adjacent property.
- (g) Driveway width shall be at least ten feet. for one single-unit residential structure. A driveway measuring at least 20 feet width to permit two-way traffic shall be provided for lots where two single-unit dwellings are being created or where a duplex residential dwelling or multi-unit dwelling (three or more units) is being established. All driveways must be hard surfaced with either concrete or asphalt surface. Permeable hard surfacing will be permitted, not to include gravel or granular surfaced driveways.
- (h) A pedestrian sidewalk measuring at least four feet in width extending from the public sidewalk or public right of way to the dwellings on newly created lots must be established within the access easement area in those situations where more than one single-unit dwelling is established (i.e. for multiple dwellings, duplex or multi-unit dwelling).
- (i) A lighting plan must be submitted in conjunction with new building construction that illustrates the placement of any external lights and their potential impact upon nearby residences. No yard light, spotlight, landscaping light or any other similar external light shall create any glare or disturbance to any pre-existing residential dwelling occupants.
- (j) Any building construction or land alteration activities on such lots must comply with all stormwater management ordinances of the city. No project may create added storm water run-off upon adjacent properties compared to pre-construction run-off rates. No landscaping, berming or other land alterations shall direct the flow of stormwater towards a neighboring property. In addition, normal water runoff generated by sump pumps, drainage spouts or other typical sources of water discharge shall not be directed towards or encroach upon adjacent properties.

Editor's note— Ord. No. 2713, § 1, adopted Aug. 9, 2010, repealed § 29-114 in its entirety and enacted new provisions to read as herein set out. Prior to amendment, § 29-114 pertained to similar subject matter. See Code Comparative Table for derivation.

Sec. 29-115. - Detached accessory structures.

Accessory structures shall be permitted in all zoning districts, subject to the floodplain regulations contained in this chapter, where applicable, in accordance with the following criteria:

- (1) Such detached accessory structures shall not be closer to a side lot line than ten percent of the width of the lot, unless the front line of such accessory structure is situated at least 18 feet behind the front line of the principal structure, in which case the accessory structure may be two feet from the side lot line, except on corner lots, and two feet from the rear lot line. In any case, when the rear lot line abuts an alley, the structure may be built within one foot of the rear property line. However, no portion of the accessory structure, including roof eaves, shall extend across the private property line. On corner lots, accessory structures shall be no closer to the side property line abutting the longer street side of the property than the rear of the required side yard setback in that district, or no closer to the longer street side than the building line of the principal structure, whichever setback is greater. No detached accessory structure shall be allowed in the required front yard of any district.
- (2) Regardless of its location, an unattached accessory structure shall maintain a clearance of eight feet, wall-to-wall, between structures on a single lot.

Item F.1.

- (3) An accessory structure serving principal single-unit or two-unit residences shall not exceed 1,024 square feet in area, nor 45 percent of the required rear yard, whichever is less. An accessory structure serving a commercial, professional office, industrial or institutional use, including religious, educational, government, hospital, or nursing homes or convalescent centers shall not exceed 1,200 square feet in area. The maximum allowable square footage of the floor area of accessory structures serving residential uses shall be calculated in the following manner: lot width times required rear yard times 45 percent ($LW \times RY \times .45 = \text{maximum allowable square footage}$). The total allowable square footage calculation shall be based upon the area of the base or "footprint" of the structure.
- (4) In agricultural zoning districts, accessory structures serving principal agricultural uses on properties larger than 20 acres in area shall not be subject to the size or height limitations specified herein. However, on those properties in agricultural districts which contain less than 20 acres in area and where the principal use is residential, the regulations specified herein for residential uses shall apply.
- (5) An accessory building serving a commercial, professional office, industrial or institutional use including religious, educational, government, hospital, nursing homes, or convalescent centers shall not exceed 20 feet in height as measured from the slab floor of the structure to the top of the roof ridge. For all residential uses, including single-unit, duplex, and multi-unit residences, the maximum height of detached accessory structures shall be 18 feet as measured from the slab floor to the top of the roof ridge.

However, on properties containing principal residential structures exceeding one story in height, the residential accessory structure may exceed the 18 foot overall height limitation provided that the structure does not exceed the following components:

- a. Maximum allowable wall height for two opposite walls as measured from the slab floor to the top of the wall is 18 feet.
 - b. The maximum overall height of the detached structure, as measured from the slab floor to the roof ridge, shall not exceed 30 feet.
 - c. The overall height of the detached structure shall not exceed the height of the principal residence on the property. The height of the principal residential structure shall be determined from the natural grade immediately adjacent to the residential structure to the highest point of the roof ridge of the structure. The natural grade adjacent to the principal residential structure shall be considered to be at a point that represents the prevailing or average grade surrounding the structure excluding the at-grade elevation of an exterior basement entryway.
 - d. There shall be no more than two floors, including the base or main floor of the structure, within any detached accessory structure.
- (6) When more than one accessory structure is constructed on a lot, the total floor area of all accessory structures on the lot shall not exceed the area requirements specified in this section.
 - (7) In all districts, when additions are made to accessory structures, the entire structure shall thereafter meet all the requirements specified in this section.
 - (8) No accessory structure is permitted on any lot unless such lot has a principal permitted use located thereon.
 - (9) No portion of an accessory structure shall be allowed to encroach into a public utility easement.
 - (10) An accessory structure used in conjunction with a multiunit residence (3 or more dwelling units) shall not exceed a total size of more than 576 square feet in area per dwelling unit, or 45 percent of the total required rear yard, whichever is less.

(11) The exception to size limitations for detached accessory structures set out in this section shall apply to any lot which measures at least one acre in area, but not more than 20 acres in area, and which contains a principal permitted use located thereon. All detached accessory structures must be located on the same lot where the principal permitted use is located. For any lot which measures one acre or more in area, but not more than 20 acres in area, the maximum allowable sizes of detached accessory structures, as measured by the combined base floor area of all detached accessory structures which are located on the property, shall be limited as follows:

Lot area	Maximum size of all detached accessory structures on lot
At least 1 acre but not more than 2 acres	1,200 sq. ft.
More than 2 acres but not more than 3 acres	1,400 sq. ft.
More than 3 acres but not more than 5 acres	1,600 sq. ft.
More than 5 acres but not more than 8 acres	3,000 sq. ft.
More than 8 acres but not more than 11 acres	4,000 sq. ft.
More than 11 acres but not more than 20 acres	5,000 sq. ft.

Each detached accessory structure which measures 1,200 square feet or more in base floor area on any property containing a residential or commercial principal permitted use shall be located on the property at least 18 feet behind the front line of the structure which comprises the principal permitted use on the property. Furthermore, there shall be established a minimum separation of eight feet, as measured wall-to-wall, between each detached accessory structure of any size and each principal structure, and between each such detached accessory structure and any other detached accessory structure of any size located on the property. In addition, each detached accessory structure measuring more than 1,200 square feet in base floor area must satisfy minimum required side yard and minimum required rear yard setback requirements as specified for the zoning district within which the principal permitted use on the property is located. No detached accessory structure of any size shall be allowed within the required front yard area of any property in any district.

Building height limitations as specified in this section shall apply to each detached accessory structure, regardless of base floor area dimension.

(12) Each detached structure which measures 600 square feet or more in base floor area on any property containing a residential principal permitted use shall be located on the property at least 18 feet behind the front line of the structure which comprises the principal permitted use on the property. Furthermore, there shall be established a minimum separation of eight feet as measured wall to wall, between each detached structure of any size and each principal structure and between each such detached accessory structure and any other detached accessory structure of any size located on the property. In addition, each detached accessory structure measuring 600 square feet or larger in base floor area must provide minimum building setbacks of ten feet as measured from the rear yard property boundaries to the base of the detached accessory structure and a side yard setback of ten percent of the lot width as measured from the side property line to the base of the detached structure. In residential districts no detached accessory structure of any size shall be placed in the front yard area of any residential structure. This provision shall not recognize the "required front yard," but shall recognize any portion of the front area of the lot extending from the front lot line and extending to the front line of the principal residential structure.

Item F.1.

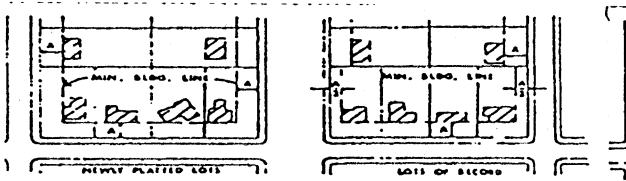
All pre-existing detached accessory structures that are damaged or destroyed more than 50 percent of their value by fire, flood, tornado, storm, explosion, war, riot, or act of God shall be allowed to be re-established on the same building footprint as previously existed before the damage occurred.

- (13) All detached accessory structures measuring at least 600 square feet in base floor area but no larger than 1,200 square feet in base floor area, which are established in residential zoning districts in compliance with the regulations set forth in this chapter, shall be consistent with the architectural style of the principal residential structure located on the property at the time such detached accessory structure is established, and shall be required to adhere to the following design guidelines:
- a. The detached accessory structure must utilize similar exterior wall siding materials as then exist on the principal residential structure on the property. Siding panels must approximate the size and dimensions of those siding materials on the principal residential structure. No corrugated metal coverings or siding materials shall be established on the detached accessory structure. No vertical siding materials shall be established unless similar vertical siding materials are then established on the principal residential structure. No steel siding materials shall be permitted unless the principal residential structure then utilizes steel siding materials. In the case of residential structures utilizing brick siding materials, similar brick or masonry materials must be used on the front portion of the exterior walls of the detached accessory structure. Masonry or brick "accents" or trim elements matching similar components on the principal residence are acceptable to complement a residence constructed with brick siding materials. For the remainder of the accessory structure located on a lot with a brick residence, siding materials must resemble siding materials utilized on at least one other non-brick residential structure found on an adjacent property or on the same block in the residential neighborhood if any. In cases where the preceding option is unclear, the proposed structure shall be referred to the planning and zoning commission in conformance with subsection (f).
 - b. The color and texture of exterior wall materials used on the detached accessory structure must be similar to the color and texture of exterior wall materials on the principal residential structure.
 - c. Roof lines and angles on the detached accessory structure must resemble or be similar to the roof lines and angles of the principal residential structure on the property. No flat roofs shall be permitted on the detached structure unless the main residential structure then has a flat roof covering more than half of the residence, excluding a garage or carport flat roof feature attached to the principal residential structure.
 - d. Other architectural features of the detached accessory structure must resemble or be similar to features found on the principal residential structure including the size and dimensions of windows. Windows shall be established on at least two walls of detached accessory structures.
 - e. Roofing materials utilized on the detached accessory structure must be similar to roofing materials used on the principal residential structure. Metal roofing materials may be utilized only if the principal residential structure on the property then utilizes metal roofing materials.
 - f. For preexisting structures that are enlarged or improved resulting in a structure size 600 square feet in base floor area or larger, the entire enlarged or improved structure shall comply with the design and architectural requirements stated herein.
 - g. Every property owner applying for a detached accessory structure in a residential zoning district measuring at least 600 square feet in base floor area but no larger than 1,200 square feet in base floor area shall submit to the city planning division office renderings illustrating

materials and design characteristics on all four sides of the proposed detached accessory structure, along with then-current photographs of all four sides of the principal residential structure on the property, and a description of the siding and roofing materials and colors of those materials along with a description of the roof pitch on the principal residential structure and how those features compare with the proposed detached accessory structure. City planning division staff shall evaluate the architectural consistency between the proposed detached accessory structure and the principal residential structure based upon the guidelines set forth in this subsection, before issuing a land use permit. In the case of a dispute or uncertainty between city planning division staff and the property owner relating to architectural details or features, or in the event the planning division staff does not approve the architectural/design plans submitted by the property owner, the application for the proposed detached accessory structure shall be submitted to the city planning and zoning commission followed by referral to the city council for architectural/design review purposes.

Sec. 29-116. - Setbacks for corner lots.

- (a) For corner lots platted after the effective date of this chapter, the street side yard shall be equal in width to the setback regulation of the lots to the rear having frontage on the intersecting street.
- (b) On corner lots platted and of record at the time of the effective date of this chapter, the side yard regulation shall apply to the longer street side of the lot, except in the case of reverse frontage where the corner lot faces an intersecting street. In this case there shall be a side yard on the longer street side of the corner lot of not less than 50 percent of the setback required on the lots to the rear of such corner lot, and no accessory building on the corner lot shall project beyond the setback line of the lots in the rear; provided that this regulation shall not be so interpreted as to reduce the buildable width of the corner lot facing an intersecting street and of record, or as shown by existing contract of purchase at the time of the effective date of this chapter, to less than 28 feet, nor to prohibit the erection of an accessory building.
- (c) On corner lots, frontage may be considered on either street, provided that, if front and rear yards are parallel to the lot line having the longer dimension, then setbacks along both streets shall conform to the front yard requirements of the district in which the lot is located.



Corner Lot Setback

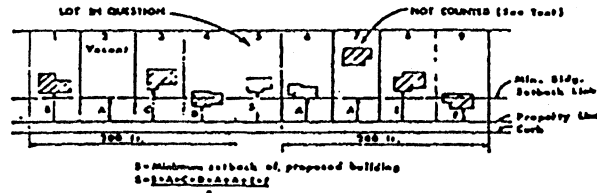
Sec. 29-117. - Front yard setback for developed blocks in R districts.

In any R district there shall be a minimum front yard required as stated in the yard requirements for that particular district; provided, however, that where lots comprising 30 percent or more of the frontage within 200 feet of either side lot line are developed with buildings at a greater setback, the average of these building setbacks shall be established. The required front yard setback shall be the average setback line plus ten feet towards the front yard. In no case, however, shall a setback line established in this manner be less restrictive than the minimum setback required

Item F.1.

for that district. In computing the average setback line, buildings located on reversed corner lots or entirely on the rear half of lots shall not be counted.

METHOD OF COMPUTING BUILDING SETBACK IN A DEVELOPED BLOCK



(See Section 29-117, Front Yard)

Front Yard Setback

Sec. 29-118. - Reduction of required yards.

No lot shall be reduced in area so as to make any yard or any other open space less than the minimum required by this chapter. No part of a yard or other open space provided about any building or structure for the purpose of complying with the provisions of this chapter shall be included as part of a yard or other open space required under this chapter for another building or structure. Offstreet parking and loading areas may occupy all or part of any required yard or open space except as otherwise specified in this chapter.

Sec. 29-119. - Reserved.

Editor's note— Ord. No. 2382, § 1, adopted July 8, 2002, repealed § 29-119 in its entirety. Formerly, said section pertained to conformance with building lines on approved plats.

Sec. 29-119.1. - Encroachment into required setback area.

Any principal use as defined in Ordinance No. 1300 [Chapter 29], as amended, in existence as of the date of the final passage of this section [Ordinance No. 1975] for which a building permit has been obtained as required by the City of Cedar Falls, Iowa, is hereby declared to meet and conform to all front, side, and rear yard requirements of Ordinance No. 1300 [Chapter 29], as amended, if said principal use does not encroach into the required setback area more than 10 percent of said required setback.

Editor's note— Provisions enacted by § 1 of Ord. No. 1975, adopted June 8, 1992, and designated as a new subsection 8(n) of Ord. No. 1300, have been included herein at the discretion of the editor as § 29-119.1.

Sec. 29-120. - Minimum dimension of dwellings.

The minimum dimension of the main body of a dwelling shall not be less than 20 feet.

Sec. 29-121. - Bi-attached dwellings.

(a) All bi-attached dwelling units in existence on March 9, 1981, which do not contain a one-hour fire-resistive wall between units shall become a bi-attached dwelling equipped with smoke detectors, the

detectors to be placed in corridors used in common, the nominal spacing of which shall not exceed 30 feet. All bi-attached dwellings constructed after March 9, 1981, shall be separated vertically and horizontally from each other and from corridors used in common by not less than one-hour fire-resistive construction.

- (b) No dwelling shall be entitled to the status of a bi-attached dwelling unless the owner thereof obtains approval of such status by the zoning administrator and executes a covenant and easement agreement regarding the dwelling. The owner shall submit to the zoning administrator for review and approval the information required in section 29-143, including a copy of the proposed covenant and easement agreement.

Sec. 29-122. - Bed and breakfast establishments.

- (a) Bed and breakfast establishments shall consist of bed and breakfast enterprises and bed and breakfast inns.
- (b) Bed and breakfast enterprises shall be permitted as an accessory use within a single-unit residence where such residence is occupied by the owner or the owner's designee.
- (c) Bed and breakfast establishments shall not be permitted in R-1 SF districts.
- (d) Bed and breakfast enterprises are permitted in R-1, R-2, and R-5 zoning districts if the bed and breakfast enterprises meet the following minimum guidelines:
 - (1) Provide minimum living area as defined by the city minimum rental housing code: 220 square feet for the first person; 200 square feet for each additional person. Minimum living area requirements shall be calculated for the entire structure (except garage, porches and decks) in relation to the number of resident families plus the potential number of overnight lodging guests. Potential lodging guests shall be assumed to be two persons per lodging room.
 - (2) The principal residence shall meet minimum lot area and lot width requirements of the respective zoning district.
 - (3) One sign may be erected on the property and shall be limited in size to six square feet in sign area. The sign may be illuminated.
- (e) No minimum offstreet parking area shall be required of a bed and breakfast enterprise.
- (f) Bed and breakfast enterprises containing no more than five guest rooms may be established in other zoning districts, provided such enterprises meet the following minimum requirements.

Sec. 29-123. - Communication towers.

- (a) *Purpose.* The provisions of this section are intended to regulate and guide the location of new communication towers, antennas and related accessory structures. The goals of this ordinance are to:
 - (1) Protect residential areas and land uses from potential adverse impacts of towers and antennas;
 - (2) Encourage the location of towers in non-residential areas;
 - (3) Minimize the total number of towers throughout the community;
 - (4) Strongly encourage the joint use or co-location of new and existing tower sites as a primary option rather than construction of additional single-use towers;
 - (5) Encourage users of towers and antennas to locate them, to the extent possible, in areas where the adverse impact on the community is minimal;

Item F.1.

- (6) Encourage users of towers and antennas to configure them in a way that minimizes the adverse visual impact of the towers and antennas through careful design, siting, landscape screening, and innovative camouflaging techniques;
- (7) Enhance the ability of the providers of telecommunications services to provide such services to the community quickly, effectively, and efficiently;
- (8) Consider the public health and safety of communication towers; and
- (9) Avoid potential damage to adjacent properties from tower failure through engineering and careful siting of tower structures.

In furtherance of these goals, the city shall give due consideration to the city's comprehensive plan, zoning map, existing land uses, and environmentally sensitive areas in approving sites for the location of towers and antennas.

(b) *Definitions.*

- (1) *Antenna:* Any exterior transmitting or receiving device mounted on a tower, building or structure and used in communications that radiate or capture electromagnetic waves, digital signals, analog signals, radio frequencies (excluding radar signals), wireless telecommunications signals or other communication signals.
- (2) *Backhaul network:* The lines that connect a provider's towers/cell sites to one or more cellular telephone switching offices, and/or long distance providers, or the public switched telephone network.
- (3) *Camouflage design:* Camouflage design is a term describing a communication tower or communications facility which takes on the appearance of a piece of art or of some natural feature, or of an architectural structural component or other similar element and which blends in naturally and aesthetically with the surrounding building environment. Examples of camouflage design include, but are not limited to, flagpoles, trees, vegetation, clock towers, monuments, and church steeples, but only if situated in an appropriate location or setting. Camouflage design also applies in the architectural integration of communication facilities (i.e., antennas) onto existing buildings, sports fields lights, highway signs, water towers, or other existing structures.
- (4) *Co-location of communication equipment:* In an effort to reduce the proliferation of multiple communication towers throughout the city, existing communication towers and other structures to the greatest extent practicable shall be utilized for mounting or locating communication antennas or related communication equipment.
- (5) *Communication tower structure:* Any tower or any other elevated structure that supports antennas, as defined herein.
- (6) *Communication tower structure site:* A tract or parcel of land that contains the wireless communication tower structure, accessory support buildings, and on-site parking, and which may include other uses associated with the normal operations of wireless communications and transmissions.
- (7) *Monopole construction:* A tower consisting of a single vertical structure not supported by radiating guy wires or support structure. A monopole tower shall be distinctive from a two-legged or multi-legged, lattice constructed tower structure.
- (8) *Private radio operator of communication towers:* Refer to personal, amateur or hobby radio operators and communication equipment, including towers and antennas necessary to conduct personal, amateur or hobby radio operations.

- (9) *Tower*: Any structure that is designed and constructed primarily for the purpose of supporting one or more antennas for telephone, radio and similar communication purposes, including self-supporting lattice towers, guyed towers, or monopole towers. The term includes radio and television transmission towers, microwave towers, common-carrier towers, cellular telephone towers, and the like. The term includes the structure and any support thereto.
- (10) *Tower height measurement*: The distance between the base of the tower (ground level) and the top of the tower or the top of the highest appurtenance mounted on the tower, whichever measurement is greater.
- (11) The following documents and agencies referenced herein are applicable to the extent specified:
- a. *EIA-222*. Electronics Industries Association, Standard 222 Structural Standards for steel antenna towers and antenna support structures.
 - b. *FAA*. Federal Aviation Administration.
 - c. *FCC*. Federal Communications Commission.
 - d. *ANSI-95.1*. The most recently adopted standard of the American National Standards Institute which establishes guidelines for human exposure to non-ionizing electromagnetic radiation.
- (c) *General requirements*.
- (1) *Principal or accessory use*. Antennas and towers may be considered either principal or accessory uses, but shall in any event comply with all of the requirements of this section and of this chapter relating to principal and/or accessory uses. A different existing use of an existing structure on the same lot shall not preclude the installation of an antenna or tower on such lot.
 - (2) *Lot size*. For purposes of determining whether the installation of a tower or antenna complies with zoning district development regulations, including but not limited to setback requirements, lot-coverage requirements, and other such requirements, the dimensions of the entire lot shall control, even though the antennas or towers may be located on leased parcels within such lot.
 - (3) *Inventory of existing sites*. Each applicant for an antenna and/or tower shall provide to the city planner an inventory of its existing towers, antennas, or sites approved for towers or antennas, that are either within the jurisdiction of the city, or within one mile of the border thereof, including specific information about the location, height, and design of each tower. The city planner may share such information with other applicants applying for a land use permit under this section or other organizations seeking to locate antennas within the jurisdiction of the city, provided, however, that the city planner is not, by sharing such information, in any way representing or warranting that such sites are available or suitable.
 - (4) *Exemption for certain towers of governmental bodies*. Communications towers and/or antennas erected by city, county or state governmental bodies for public safety or other essential public purposes shall be exempt from the provisions of this section.
- (d) *Regulation of all communication towers*.
- (1) *General requirements*.
 - a. *State or federal requirements*. All towers must meet or exceed current standards and regulations of the FAA, the FCC, and any other agency of the state or federal government with the authority to regulate towers and antennas. If such standards and regulations are changed, then the owners of the towers and antennas governed by this section shall bring such towers and antennas into compliance with such revised standards and regulations within six months of the effective date of such standards and regulations, unless a different compliance schedule is mandated by the controlling state or federal agency. Failure to bring all towers and antennas

Item F.1.

into compliance with such revised standards and regulations shall constitute grounds for the city to require the removal of the tower or antenna at the owner's expense.

- b. *NIER*. The NIER (non-ionizing electromagnetic radiation) emitted from a communications tower or associated equipment shall not exceed the most recently adopted standard of the American National Standards Institute (ANSI-95.1).
- c. *Height*. Towers (including top-mounted appurtenances) shall not exceed the overall height recommended by the FAA or the FCC or as limited herein.
- d. *Precedence*. Where regulations and requirements of this section conflict with those of the FAA or FCC, the federal requirements shall take precedence.
- e. *Advertising*. Advertising on communication towers shall be prohibited. Commercial signage or other type of sign messaging on towers, other than specific tower site signage such as safety messaging, ownership signs or no trespassing signs, shall also be prohibited.
- f. *Building codes; safety standards*. To ensure the structural integrity of towers, the owner of a tower shall ensure that it is maintained in compliance with standards contained in applicable state or local building codes and the applicable standards for towers that are published by the Electronic Industries Association, as amended from time to time. If, upon inspection, the city concludes that a tower fails to comply with such codes and standards and constitutes a danger to persons or property, then upon notice being provided to the owner of the tower, the owner shall have a period of 30 days to bring such tower into compliance with such codes and standards. Failure to bring such tower into compliance within said 30 day period shall constitute grounds for the city to require the removal of the tower or antenna at the owner's expense.
- g. *Not essential services*. Towers and antennas shall be regulated and permitted pursuant to this section and shall not be regulated or permitted as essential services, public utilities, or private utilities.
- h. *Tower removal*. The tower owner and/or operator shall notify the City of Cedar Falls Inspection Services Division when a tower is removed, no longer in use, or is knocked down, or blown down, or damaged to such an extent that major structural repairs are required. If a tower is removed, knocked down, blown down, or damaged to such an extent that major structural repairs are required, said tower shall not be reconstructed or replaced without prior review and approval by the planning and zoning commission and city council. If said damaged tower is abandoned or inoperable with no intention by the owner to replace said tower, the tower shall be removed in a timely fashion at the expense of the tower owner or the property owner where the tower is located, as directed by the city planner. Any antenna or tower that is not operated for a continuous period of 12 months shall be considered abandoned, and the owner of such antenna or tower shall remove the same within 90 days of receipt of notice from the city notifying both the tower owner and the owner of the property on which the tower is located, of such abandonment. Failure of the tower owner or property owner to remove an abandoned antenna or tower within said 90 days shall be grounds for the city to require removal of the tower or antenna at the expense of the tower owner or property owner. If there are two or more users of a single tower, then this provision shall not become effective until all users cease using the tower. If the city is required to remove a tower at the expense of the tower owner or property owner, the costs of removal, if not paid by the tower owner, or by the owner of the property on which the tower is located, within 30 days of the city's written demand for payment, shall be reported to the city clerk, who shall levy the cost thereof as an assessment, which shall be a lien on the real estate on which the tower is located. The city clerk shall certify

such assessments to the county auditor to be paid by the owner of the property on which the tower is located, in installments in the same manner as property taxes, as provided by law.

- i. *Interference.* Any signal interference complaints associated with communication towers or related equipment shall be addressed in accordance with FCC rules and procedures.
- j. *Lighting.* No towers shall be artificially lighted unless required by the FAA or other federal or state authority. If lighting is required, the lighting alternatives and design chosen must cause the least disturbance to the surrounding views and/or the surrounding or abutting properties.
- k. *Coloration.* Towers, accessory structures, and other related components shall use paint or coloration which blends in, to the maximum extent possible, with the surrounding environment and surrounding buildings.
- l. *Aesthetics.* Towers and antennas shall meet the following requirements:
 - 1. Towers shall either maintain a galvanized steel finish or, subject to any applicable standards of the FAA, be painted a neutral color so as to reduce visual obtrusiveness to the maximum extent possible.
 - 2. At a tower site, the design of the buildings and related structures shall, to the maximum extent possible, use materials, colors, textures, screening, and landscaping that will blend them into the natural setting and surrounding buildings.
 - 3. If an antenna is installed on a structure other than a tower, the antenna and supporting electrical and mechanical equipment must be of a neutral color that is identical to, or closely compatible with, the color of the supporting structure so as to make the antenna and related equipment as visually unobtrusive as possible.
- m. *Property owner information.* It shall be the responsibility of the tower owner to furnish to the city any change in name or address of the owner of the property upon which the tower is situated.
- n. *[Tower separation requirements.]* If any tower is removed from a site within the city for any reason, including, without limitation, a tower that is knocked down, blown down, or damaged to such an extent that major structural repairs are required, or if the tower is removed for any other reason, and if a new or replacement tower is proposed on the same property and at the same location, such new or replacement tower may be considered for erection at the same location on the same property, subject to compliance with the review process and standards contained in this section. Any such application shall be subject to review and approval by the planning and zoning commission and city council.

The tower separation requirements of this section shall not, in and of themselves, necessarily serve as a basis for denial of such an application. The planning and zoning commission and city council may waive the tower separation requirements with respect to said application if, after considering all relevant circumstances, including whether the applicant has clearly demonstrated to the satisfaction of the commission and the council that all practical and feasible co-location alternatives have been investigated, considered and appropriately rejected, and, based upon all other relevant factors and circumstances, the commission and council determine that approval of the application shall serve the interests of the community.

- o. *Tower design.* In furtherance of the goal set forth in subsection (a)(4) of this section, to strongly encourage co-location of communication antennas on existing towers or other existing structures, each applicant proposing to construct a new communications tower shall be required to design the proposed new tower so as to accommodate the co-location of the

Item F.1.

antenna arrays of at least three additional telecommunications carriers or providers, in addition to the antenna requirements of the applicant proposing to construct the new tower.

- (2) *Tower application.* Prior to the installation of any communication tower within the city the owner/operator shall submit to the city planner an application for a land use permit. Said application shall include at a minimum the following information and/or documentation:
- a. Detailed, scaled site plan illustrating property location and address, including a location map, property dimensions, tower location, tower height, and adjacent land uses and zoning districts within 200 feet of the tower site, on-site land uses and zoning classification of the property under consideration, adjacent roadways, proposed means of access, setbacks from property lines, elevation drawings of the proposed tower and any other structures, topography, parking, and any other information the city planner deems to be necessary to determine compliance with this section. Names and addresses of property owners within 200 feet of the property on which the tower is proposed to be located shall be shown on the site plan.
 - b. Description of tower usage and ownership including name of tower company and principal company contact person, including telephone number and address.
 - c. Name and address of owner of the property where the tower facility is proposed to be located together with a description of the terms of the proposed lease between the tower owner and property owner, including, but not limited to, duration of lease, renewal provisions, liability provisions and tower removal arrangements in the event of tower failure, lease expiration, or antenna or tower abandonment. The application shall be accompanied by a written consent of the property owner that provides that if the application is granted, the property owner acknowledges the provisions regarding tower removal contained in this section, and agrees to be responsible for removal of the tower, or payment of the costs of removal, on the terms and conditions set forth in subsection (d)(1)(h) of this section.
 - d. Landscaping plan, with a description of exterior fencing, and finished color and, if applicable, the method of camouflage and illumination, and a description of on-site landscaping along with the description of related communication tower facilities that may be established in adjacent structures on the communication tower site.
 - e. Copies of FAA and/or FCC permits.
 - f. Structural specifications as verified by a licensed professional engineer relating to: structural materials, soils information, method of installation and erection, list of types of antennas, cables and other appurtenances, a statement that the structure is designed in accordance with current EIA 222 structural standards, and wind load/ice load specifications.
 - g. Description of camouflage design options and opportunities for the proposed facility. The applicant must give a description, including photographs or illustrations, of the proposed tower design and general appearance, including coloration details, and comment upon whether or not camouflage options have been considered or are practical to apply.
 - h. Description of co-location efforts in accordance with the requirements of subsection (f), including list of companies and tower sites within the city that were investigated, and the reasons why co-location is not possible. Technical data shall be submitted to support this explanation. Information must be submitted to city staff in order to verify that co-location inquiries have been made with other existing tower facility owners. Furthermore, a description of future co-location opportunities on the proposed tower must also be presented in conjunction with the proposed tower structure, as provided for in subsection (f) of this section.
 - i. Safety narrative. Submittal of a written description of tower structural components, including basic construction methods, weight or load capacity, durability in terms of wind and ice loads,

structural failure probability and predicted fall zones, and other relevant data requested by the city planner, all certified by the applicant's engineer.

- j. A non-refundable fee as established by resolution of the city council to reimburse the city for the costs of reviewing the application.
- k. All information of an engineering nature that the applicant submits to the city in connection with the application, whether civil, mechanical, or electrical, shall be certified as true, correct and complete by a licensed professional engineer who is qualified to make such certification with respect to that field of engineering.
- l. Legal description and street address of the tract of land and of the leased parcel, if applicable, on which the tower will be located.
- m. A notarized statement by the applicant's engineer as to whether construction of the tower will accommodate co-location of additional antennas for future users, and if so, how many and what size and type of such antennas.
- n. Identification of the entities providing the backhaul network for the tower described in the application, and for other tower sites owned or operated by the applicant in the city.
- o. A description of the suitability of the use of existing towers, other structures or alternative technology not requiring the use of towers or structures, including co-location on an existing tower or other structure, to provide the services to be provided through the use of the proposed tower, accompanied by a certification thereof from the applicant's engineer.
- p. The distance between the proposed tower and the nearest residential unit, platted residentially zoned properties, and unplatted residentially zoned properties.
- q. The separation distance from other towers described in the inventory of existing sites submitted pursuant to subsection (c)(3) of this section shall be shown on an updated site plan or map. The applicant shall also identify the type of construction of the existing tower(s) and the owner/operator of the existing tower(s), if known.
- r. The separation distance between the location of the proposed new tower and all other existing communications towers located within 5,000 feet of the proposed tower, together with the specific location, type of construction, and name of owner/operator of each such existing tower, and whether such existing tower is structurally and technologically capable of accommodating any additional antennas on such tower, and if so, how many and what type of antennas may be accommodated on each such other existing tower.
- s. A description of the feasible location(s) of future towers or antennas within the city based upon existing physical, engineering, technological or geographical limitations in the event the proposed tower is erected.
- t. A description of any artificial lighting proposed with respect to the applicant's tower, including a description of how such lighting will impact the surrounding views and the surrounding or abutting properties.
- u. Information and documentation which demonstrates that the applicant complies with all of the provisions of this section, and all applicable federal, state and other local laws.
- v. The inventory of existing sites as required in subsection (c)(3) of this section.
- w. Description of vehicular access route to the proposed tower site, including proposed curb cuts, subject to review and approval by the city engineer.
- x. Such other information and documentation as may be requested by the city planner to evaluate the application and to determine whether it satisfies the requirements of this section.

Item F.1.

- (3) *[Request for tower construction.]* Following receipt of all completed materials and documentation the city planner shall, if appropriate, refer the request for tower construction to the planning and zoning commission and the city council for further review.
- (4) *[Applications for tower installation.]* The planning and zoning commission and city council shall review such applications for tower installation to assure that the structure meets all safety requirements, is properly engineered, is compatible with surrounding land uses, will have no adverse impact upon nearby properties, and complies with the requirements of this section.
- (5) *Antenna application.* Prior to the installation of any antenna on an existing communication tower, building, or other structure of any kind, the owner/operator of the antenna shall submit to the city planner an application for an antenna/land use permit. Said application shall include at a minimum the following information and/or documentation:
 - a. A description of the number, size, and type of antennas proposed to be installed.
 - b. A description of the structure to which the proposed antennas will be affixed, whether communication tower, building or other structure, including the street address, legal description, location map and other information that will assist the city planner in determining where the antennas will be installed, together with the name, including principal contact person, telephone number and address of the owner of the tower, building or other structure upon which the antennas will be installed, and the written consent of such owner to the installation of the antennas.
 - c. Structural specifications as verified by a licensed professional engineer, that the installation of the antennas on the tower or other structure will meet the structural specifications contained in this section.
 - d. Any other information and documentation as may be requested by the city planner to evaluate the application and to determine whether it satisfies the requirements of this section and of applicable federal, state and other local laws.
 - e. A non-refundable fee, if any, as established by resolution of the city council to reimburse the city for the costs of reviewing the antenna application.
 - f. A description of the accessory cabinet, structure or building that will serve the proposed antennas, together with documentation demonstrating that such accessory structure complies with the requirements of all applicable city ordinances, including applicable local building codes and ordinances.

Following receipt of all completed materials and documentation, the city planner shall either approve the application, if the city planner determines that the application complies with all requirements of this section or, in the discretion of the city planner, the application may be referred to the planning and zoning commission and city council for further review. The planning and zoning commission and city council shall review any antenna applications referred by the city planner to assure that the proposed antennas meet all safety requirements, are properly engineered, and otherwise comply with the requirements of this section and all applicable federal, state and other local laws.

- (e) *Factors considered in granting land use permits for towers.* The planning and zoning commission and city council shall consider the following factors in determining whether to issue a land use permit, although the planning and zoning commission and city council may waive or reduce the burden on the applicant of one or more of these criteria if the planning and zoning commission and city council conclude that the goals of this ordinance are better served thereby:

- (1) Height of the proposed tower;

- (2) Proximity of the tower to residential structures and residential district boundaries;
 - (3) Nature of uses on adjacent and nearby properties;
 - (4) Surrounding topography;
 - (5) Surrounding tree coverage and foliage;
 - (6) Design of the tower, with particular reference to design characteristics that have the effect of reducing or eliminating visual obtrusiveness. This consideration shall involve evaluation of any proposed camouflage design options and whether any such camouflage options are in character with the surrounding area and that the proposed design achieves the desired camouflage effect.
 - (7) Proposed ingress and egress; and
 - (8) Availability of suitable existing towers, other structures, or alternative technologies not requiring the use of towers or structures.
- (f) *Availability of suitable existing towers, other structures, or alternative technology.* No new tower shall be permitted unless the applicant demonstrates to the reasonable satisfaction of the planning and zoning commission and city council that no existing tower, structure or alternative technology that does not require the use of towers or structures can accommodate the applicant's proposed tower structure and/or antennas. An applicant shall submit information requested by the city planner related to the availability of suitable existing towers, other structures or alternative technology. Evidence submitted to demonstrate that no existing tower, structure or alternative technology can accommodate the applicant's proposed antenna may consist of any of the following:
- (1) No existing towers or structures are located within the geographic area which meet applicant's reasonable and technologically sound engineering requirements.
 - (2) Existing towers or structures are not of sufficient height to meet applicant's reasonable and technologically sound engineering requirements.
 - (3) Existing towers or structures do not have sufficient structural strength to support applicant's proposed antenna and related equipment, and still meet applicable structural requirements described in this section.
 - (4) The applicant's proposed antenna would cause electromagnetic interference with the antenna on the existing towers or structures, or the antenna on the existing towers or structures would cause interference with the applicant's proposed antenna such that the applicant's antenna would not be technologically feasible.
 - (5) The fees, costs, or contractual provisions required by the owner in order to share an existing tower or structure or to adapt an existing tower or structure for sharing are unreasonable. Costs exceeding new tower development are presumed to be unreasonable, based on reasonable technological and/or engineering criteria.
 - (6) The applicant demonstrates that there are other limiting factors that render existing towers and structures unsuitable, based on reasonable technological and/or engineering criteria.
 - (7) The applicant demonstrates that an alternative technology that does not require the use of towers or structures, such as a cable microcell network using multiple low-powered transmitters/receivers attached to a wire line system, is unsuitable, based on reasonable technological and/or engineering criteria. Costs of alternative technology that exceed new tower or antenna development shall not be presumed to render the technology unsuitable.
- (g) *Setbacks.* The following setback requirements shall apply to all towers for which a land use permit is required:

Item F.1.

- (1) Towers must satisfy the minimum zoning district setback requirements that are applicable to principal uses on the property where the proposed tower will be situated.
 - (2) Guy wire and other structural support elements and accessory buildings must satisfy the minimum zoning district setback requirements that are applicable to principal uses on the property where the proposed tower will be situated.
 - (3) If towers are established on properties located adjacent to a freeway, state highway, a major or minor arterial street/roadway or collector street, all such streets and roadways indicated on the City Major Thoroughfare Map, the tower structure must be located at least the height of said tower in distance from the adjacent said public right-of-way.
- (h) *Location and installation.*
- (1) Residential districts: Communication towers intended to serve personal and amateur radio operators, including hobby radio operators (i.e. "private radio operators") shall be permitted within any residential zoning district as an accessory use to a principal permitted residential use, subject to the following requirements:
 - a. Said private radio communication towers in residential districts shall not be located in front of any residence and not within any required side or rear yard areas. If the tower is supported with guy anchors or other radiating support structure, said anchors or support structure shall not be allowed within five feet of a rear or side property line. Said anchors or support structure shall not be allowed within a required front yard.
 - b. The maximum allowable height of a fixed tower including antennas and appurtenances serving private radio operators and also including roof mounted communication antennas within a residential zoning district serving private radio communication towers shall be 80 feet. Said maximum height shall be measured from the average natural grade of the property immediately adjacent to the tower.
 - c. Prior to the installation of any private radio communication tower in a residential zoning district, the owner/operator shall submit to the city planner an application for a land use permit as outlined in subsection (d)(1). For those proposed towers or roof mounted antennas that have an overall height of less than 40 feet as measured from the natural grade, the city planner may issue a land use permit without any further review by the planning and zoning commission or the city council.
 - d. If the overall height of the proposed private radio communication tower or antenna exceeds 40 feet above the natural grade, the request shall be reviewed by the planning and zoning commission and the city council. The owner/applicant shall submit evidence that the tower and, if roof-mounted, the tower and building to which it is attached, are constructed to specifications of tower industry standards. The owner/applicant shall be responsible for providing a statement from an independent structural engineer that the proposed tower or antenna structural specifications satisfy basic industry safety standards as described in this section.
 - (2) Communication tower structures intended for use for commercial purposes or by any entity other than a private radio operator shall be strongly discouraged within the city in any zoning district that allows residential uses as a principal permitted use. However, in those instances where an applicant demonstrates to the satisfaction of the planning and zoning commission and the city council that the interests of the community will be served by the installation of a tower in any such residential zoning district, such application may be granted, provided that said proposed tower must be of an acceptable camouflage design and shall not exceed 80 feet in overall height. The planning and zoning commission and city council shall determine whether the proposal to place the

tower in any such residential zoning district is in conformity with the purposes set forth in subsection (a) of this section, and otherwise meets all of the applicable requirements of this section. No two-legged or multi-legged lattice structure or guy wire supported towers shall be permitted in any residential zoning district under any circumstances. Commercial and private communication equipment, including antennas and accessory support facilities (i.e., small detached structures) may be permitted within any such residential zoning district only when all of the following requirements are met:

- a. It is proposed to affix communication antennas to a camouflaged tower, existing structure such as a church steeple, water tower, telephone or electric pole, or other acceptable camouflage design;
 - b. The antenna and accessory communication equipment are camouflaged or heavily screened so as to be as unobtrusive and unnoticeable within the neighborhood as possible;
 - c. The applicant demonstrates compliance with all of the applicable requirements of this section; and
 - d. Subject to review and approval by the planning and zoning commission and the city council, if applicable under subsection (d)(5) of this section.
- (3) Commercial districts: Communication towers intended for use for commercial purposes or by any entity other than a private hobby radio operator shall be permitted as a principal permitted use in the following zoning districts: A-1, except as limited herein, C-2, PC-2, C-3, M-1 or M-2, upon site plan review and approval by the planning and zoning commission and the city council. Said communication towers shall not be allowed as principal permitted uses in the following zoning districts: C-1, MPC, S-1, PO-1, BR, MU, HWY-1, HWY-20 Districts or within the HCG highway corridor greenbelt overlay zoning district.
- (i) *Towers as principal permitted or accessory uses.*
- (1) Towers that are proposed as principal permitted uses or accessory uses shall be subject to the following standards:
 - a. Towers proposed to be established as principal permitted or accessory uses in the A-1 agriculture zoning district shall be guided by the city's schematic land use map. There are many A-1 agriculture zoning districts within the city which are located adjacent to residential zoning districts and which have not yet been rezoned for development purposes. Therefore, in order to discourage the establishment of commercial communication towers immediately adjacent to or within existing residential neighborhoods, the city's schematic land use map shall be utilized as a guide in evaluating which properties are designated as future residential development areas. It is the intent of this section that towers proposed to be established in the A-1 agriculture zoning district must be located in those areas intended for future commercial or industrial development areas and shall not be permitted in those areas designated for future residential development as indicated on the city's schematic land use map, except as otherwise expressly provided in subsection (h)(2). Said towers will be governed by the following standards outlined herein.
 - b. Towers proposed to be established as principal permitted or accessory uses in A-1, M-1 or M-2 districts shall be limited to an overall height, as measured from natural grade, of 250 feet. All such towers that are 150 feet or less in overall tower height must be of monopole construction.
 - c. Towers proposed to be established as principal permitted or accessory uses in C-2, PC-2 or C-3 zoning districts shall be limited in overall height to 120 feet. All such towers must be of monopole construction.

Item F.1.

- d. All towers proposed to be established as principal permitted or accessory uses shall be located on the lot so that the distance from the base of the tower to any adjoining property line, or leased property boundary, meets the minimum building setback requirement for the zoning district in which the tower is located.
- e. Guy wires or radiating tower support structures, if utilized in conjunction with a tower, shall maintain a setback from the property line equal to the building setback requirement in the zoning district in which it is located.
- f. All towers proposed to be established as principal permitted or accessory uses shall be certified by a registered engineer stating that the tower structure will withstand wind pressures of 80 miles per hour with one-half inch ice load. If said tower is roof-mounted the same engineering certification shall be provided for both the tower and the building to which it is attached.
- g. Camouflage design options for the tower structure and related facilities must be evaluated based upon the requirements of this section. It is the intent of this regulation to seek out and pursue camouflage design options to the maximum extent possible.
- h. Security fencing, measuring at least six feet in height, shall be required around the base of the tower and also around guy anchors of any tower, and shall also be equipped with an appropriate anti-climbing device, unless waived by the city council, as it deems appropriate.
- i. Landscaping. The following requirements shall govern the landscaping surrounding towers for which a land use permit is required; provided, however, that the city council may waive such requirements if the goals of this ordinance would be better served thereby.
 - 1. Tower facilities shall be landscaped with a buffer of plant materials that effectively screens the view of the tower compound from property used for residences. The standard buffer shall consist of a landscaped strip at least four feet wide and six feet high at the time of planting, located outside the perimeter of the compound.
 - 2. In locations where the visual impact of the tower would be minimal, the landscaping requirement may be reduced or waived by the commission and city council.
 - 3. Existing mature tree growth and natural land forms on the site shall be preserved to the maximum extent possible. In some cases, such as towers sited on large, wooded lots, natural growth around the property perimeter may be considered a sufficient buffer.
- j. Upon completion of tower site construction, a placard containing the name, address and telephone number of the principal owner or operator of the tower structure shall be affixed in a location so that it is clearly visible at the perimeter of the site. Said placard shall not exceed three square feet in area. The pertinent ownership information on the placard shall be kept current and updated as needed.
- k. Separation distances between towers.
 - 1. Separation distances between towers shall be applicable for and measured between the proposed tower and preexisting towers. The separation distances shall be measured by drawing or following a straight line between the base of the existing tower and the proposed tower base, pursuant to a site plan, of the proposed tower. The separation distances (listed in linear feet) shall be as shown in Table 1.
 - 2. Table 1: Existing Towers—Types.

			Monopole Height
--	--	--	-----------------

	Lattice	Guyed	80 Feet or Greater	Less Than 80 Feet
Lattice	5,000	5,000	1,500	750
Guyed	5,000	5,000	1,500	750
Monopole 80 Feet in Height or Greater	1,500	1,500	1,500	750
Monopole Less Than 80 Feet in Height	750	750	750	750

- (2) Other zoning districts. Other zoning districts where tower structures are generally prohibited may be considered for the installation of towers and related communication equipment, including antennas and accessory support facilities under the same guidelines as outlined in section (h)(2), residential districts, provided that said consideration does not conflict with any other requirements of this chapter.
- (3) Roof-mounted towers shall be permitted in any allowable commercial or industrial zoning district as specified herein subject to the following standards:
 - a. Maximum height of the tower shall be 40 feet above the roof upon which the tower is established, but not more than 120 feet above ground level.
- (j) *Additional requirements of application.* Every application for a land use permit to install a communication tower or antenna in the city must comply with all provisions of this section, all provisions of this chapter, including but not limited to, compliance with all on-site parking requirements including driveway/aisle access requirements of this chapter applicable to the site on which the communication tower or antenna will be installed, and all other provisions of this code which are applicable to the site, the installation of the tower or antenna, and all other provisions of this code which are in any way applicable to said application.
- (k) *Additional conditions on approval of application.* In granting a land use permit under this section, the planning and zoning commission and city council may impose reasonable conditions to the extent such conditions are deemed necessary to satisfy the purposes of this section and in order to minimize any adverse effect or impact of the proposed tower on adjoining properties.

Sec. 29-124. - Adult entertainment establishments; general regulations.

Adult entertainment establishment regulations:

- (1) *General statement of intent.* Adult entertainment establishments, because of their special characteristics, are recognized as having potential deleterious impacts on surrounding establishments and areas, thereby contributing to creation of blight and to the decline of the neighborhoods. These negative impacts appear to increase significantly if several adult entertainment establishments concentrate in one area.

Recognized also is the need to protect lawful rights of expression and use of property and to not unduly restrain general public access.

Therefore, it is the intent of these regulations to prevent concentrations of adult entertainment establishments in all areas, to more severely limit their locations in areas where minors would be expected to live or congregate and to otherwise regulate their locations in order to protect and preserve the welfare of the community. It is the intent also to provide for sufficient locations for

Item F.1.

such establishments to protect basic legal rights of expression and public access. These regulations have been enacted with full consideration of the legal and constitutional issues heretofore adjudicated.

- (2) *Definitions.* The following definitions shall govern the interpretation of the regulations of adult entertainment establishments:
- a. *Adult artist-body painting studio.* An establishment or business which provides the services of applying paint or other substance whether transparent or nontransparent to or on the human body distinguished or characterized by an emphasis on specified sexual activities or specified anatomical areas (as defined herein).
 - b. *Adult book store.* An establishment having at least 25 percent of the retail floor space presently being used by said business or at least 25 percent of the gross business income derived from or attributable to printed matter, pictures, slides, records, audio tapes, video tapes or motion picture films, which are distinguished or characterized by an emphasis on matter depicting, describing or relating to "specified sexual activities" or "specified anatomical areas", as hereinafter defined.
 - c. *Adult cabaret.* Any place holding a liquor license or beer permit, or combination permit for consumption of beer or liquor, or both, on the premises wherein entertainment is characterized by emphasis on matters depicting, describing or relating to specified sexual activities or specified anatomical areas (as described herein).
 - d. *Adult conversation/rap parlor.* Any establishment which excludes minors by reason of age and which provides the service of engaging in or listening to conversation, talk or discussion, if such service is distinguished or characterized by an emphasis on specified sexual activities or specified anatomical areas, as herein defined.
 - e. *Adult entertainment establishment.* Any other establishment not otherwise defined herein, but of the same general classification as the other establishments herein defined, having as a substantial or significant portion of its business, stock in trade of materials, scenes, or other presentations characterized by emphasis on depiction or description of specified sexual activities or specified anatomical areas, as herein defined.
 - f. *Adult health/sport club.* A health/sport club which excludes minors by reason of age and is distinguished or characterized by an emphasis on specified sexual activities or specified anatomical areas, as herein defined.
 - g. *Adult massage parlor.* Any place of business which restricts minors by reason of age, wherein any method of pressure on or friction against, or rubbing, stroking, kneading, tapping, pounding or vibrating the external parts of the body with the hand or any body parts, or by a mechanical or electrical instrument, under such circumstances that is reasonably expected that the individual to whom the treatment is provided or some third person on his or her behalf will pay money or give other consideration or gratuity therefor, wherein the massage is distinguished or characterized by an emphasis on specified sexual activities, or involving specified anatomical areas, as defined herein.
 - h. *Adult mini-motion picture theater.* An enclosed building with a capacity for less than 50 persons used for presenting material distinguished or characterized by an emphasis on matter depicting, describing or relating to specified sexual activities or specified anatomical areas, as defined herein, for observation by patrons therein.
 - i. *Adult motion picture theater.* A building or portion of a building with a capacity of 50 or more persons used for presenting material if such building or portion of a building as a prevailing practice excludes minors by virtue of age, or if such material is distinguished or characterized

by an emphasis on the depiction or description of specified sexual activities or specified anatomical areas, as defined herein, for observation by patrons therein.

- j. *Adult modeling studio.* An establishment or business which provides the services of modeling for the purposes of reproducing the human body by any means of photography, painting, sketching, drawing or otherwise wherein the activity is distinguishing or characterized by an emphasis on specified sexual activities or specified anatomical areas, as defined herein.
- k. *Adult sexual encounter center.* An enclosed building with a capacity of 50 or more persons used for presenting material distinguished or characterized by an emphasis on matter depicting, describing or relating to specified sexual activities or specified anatomical areas, as defined herein, for observation by patrons therein.
- l. *Adult sexual encounter center.* Any business, agency or persons who, for any form of consideration or gratuity, provide a place for three or more persons, not all members of the same family, may congregate, assemble or associate for the purpose of performing activities distinguished or characterized by an emphasis on specified sexual activities or specified anatomical areas, as defined herein.
- m. *Adult steam room/bathhouse facility.* A building or portion of a building used for providing a steam bath or heat bath room used for the purpose of pleasure, bathing, relaxation, reducing, utilizing steam or hot air as a cleaning, relaxing or reducing agent if such a building or portion of a building restricts minors by reason of age or if the service provided by the steam room/bathhouse facility is distinguished or characterized by an emphasis on specified sexual activities or specified anatomical areas, as defined herein.
- n. *Adult theater.* A motion picture theater or stage show theater or combination thereof used for presenting materials distinguished or characterized by an emphasis on matters depicting, describing, or relating to specified sexual activities or specified anatomical areas, as defined herein, for observation by patrons therein.
- o. *Adult uses.* Adult uses include, but are not limited to, adult bookstores, adult motion picture theaters, adult mini-motion picture theaters, adult massage parlors, adult steam room/bathhouse facilities, adult rap/conversation parlors, adult health/sport clubs, adult cabarets and other premises, enterprises, businesses, private clubs/establishments or places open to some or all members of the public, at or in which there is an emphasis on the presentation, display, depiction or description of specified sexual activities or specified anatomical areas, as defined herein, which are capable of being seen by members of the public.
- p. *Protected uses.* Protected uses include a building in which at least 25 percent of the gross floor area is used for residential purposes; a day care center where such day care center is a principal use; a house of worship; a public library; an elementary, junior high or high school (public, parochial or private); public park; public recreation center or public specialized recreation facility as identified in the parks and recreation element of the Cedar Falls Long Range Plan; a civic/convention center; a community residential facility; a mission. However, this definition shall not apply if the protected use is a legal non-conforming use.
- q. *Specified anatomical areas.* Shall include the following:
 - 1. Less than completely and opaquely covered (a) human genitals, pubic region; (b) buttock; and (c) female breast below a point immediately above the top of the areola; and
 - 2. Human male genitals in a discernibly turgid state, even if completely and opaquely covered.
- r. *Specified sexual activities.* Shall include the following:

Item F.1.

1. Human genitals in a state of sexual stimulation or arousal.
 2. Acts of human masturbation, sexual intercourse or sodomy.
 3. Fondling or other erotic touching of human genitals, pubic region, buttock, or female breast.
- (3) *Regulations governing the location of adult entertainment establishment.*
- a. *Zoning districts where allowed:*
 1. All adult bookstores, adult motion picture theaters, adult mini motion picture theaters, adult massage parlors, adult theaters, adult artist-body painting studios, adult modeling studios, adult sexual encounter centers, adult cabaret, and all other adult entertainment establishments shall be allowed in the C-2 and C-3 zoning districts as a principle permitted use. Said uses shall not be allowed in any other zoning district.
 - b. *Minimum separation requirements:*
 1. No such adult entertainment establishment described in subparagraph a.1. immediately above shall be located within 600 feet of any other such establishment.
 2. No such adult entertainment establishment described in subparagraph a.1. immediately above shall be established within 600 feet from any residential (R) zoning district or within 600 feet from any protected use as defined herein which distance shall be measured in a straight line from the closest point of the property line on which the adult use is located to the closest point of the property line on which is located an aforementioned protected use. If a protected use is a legal nonconforming use, this provision shall not apply.

Sec. 29-125. - Addition or expansion of attached garage to principal residential structure.

Any proposed garage addition or expansion of an existing attached garage to an existing principal residential structure shall satisfy the following requirements:

- (1) All minimum building setback or yard requirements shall be satisfied as specified for principal permitted uses within the zoning district where the structure is located;
- (2) The garage addition/expansion must be connected to the principal residential structure or existing attached garage by a continuous footing/foundation and must also be connected to the principal residential structure or existing attached garage by wall and roof structural connections;
- (3) The garage addition/expansion must be constructed utilizing same or similar external finish building materials and same or similar coloration of said materials as found on the principal residential structure;
- (4) The garage addition/expansion must establish similar roof pitch with similar or same roof materials and coloration of said roof materials as exist on the principal residential structure;
- (5) The garage addition/expansion shall not exceed the existing height of the principal residential structure;
- (6) The expanded, completed garage addition/ expansion shall not exceed in base floor area the total base floor area or ground floor area of the existing principal residential structure, excluding porches, deck areas and excluding any existing attached garage floor area.

Sec. 29-126. - Temporary storage containers.

- (a) Except as otherwise expressly provided in subsection (b) or subsection (c) of this section, temporary storage containers, including but not limited to truck trailers, storage box shipping containers, storage moving "pods," or any other similar portable storage containers, whether with or without wheels, and whether with or without a chassis, may only be placed upon a property for a period not to exceed 60 days in any consecutive 12-month period. No more than one such temporary container can be placed on a property during any 12-month period. The owner or tenant in possession of the property must first obtain a temporary land use permit from the city planner prior to the placement of any such temporary portable storage containers on the property. The provisions of this subsection (a) shall be applicable in all zoning districts in the city except as otherwise expressly provided for in subsection (c) of this section. The foregoing provisions shall also apply to tents or similar temporary enclosures that are established for purposes of storage. This section shall not apply to pre-fabricated garden sheds or similar structures specifically designed and intended for use on properties for storage purposes and which comply with all city ordinances applicable to detached accessory structures.
- (b) The city planner shall have the discretion to permit the placement of temporary storage containers on a property for a period longer than 60 days in any consecutive 12-month period if the placement of such temporary storage container on the property is reasonably required in order to accommodate the storage of construction equipment during a construction or reconstruction project on the property. The owner of the property and the owner's contractor, if any, shall apply for the land use permit for the temporary storage container as part of the application for a building permit for the construction or reconstruction project. The land use permit for the temporary storage container shall only be allowed for such period as is reasonably necessary for, and only with demonstrated progress towards, completion of such construction or reconstruction project, all as determined in the discretion of the city planner and the city building official, and in any event, shall expire no later than the time the building permit for the construction or reconstruction project expires. Such temporary portable storage containers shall meet all requirements of this chapter, including but not limited to the location and setback requirements specified in section 29-114 for detached accessory structures.
- (c) The owner or tenant in possession of property located in a commercial or industrial zoning district upon which is located the principal permitted use of a trucking business or a similar transportation or warehousing business, may place temporary storage containers, including but not limited to truck trailers, storage box shipping containers, storage moving "pods" or any other similar portable storage containers, whether with or without wheels, and whether with or without a chassis, on such property for periods longer than 60 days and without obtaining a land use permit as otherwise provided for in subsection (a) of this section. For all other properties located in commercial or industrial zoning districts, the placement of such temporary storage containers on any property is expressly prohibited except as provided for in subsection (a) of this section.
- (d) Any temporary storage container existing on any property in the city on the date of enactment of this section shall either be removed from such property, or brought into compliance with the provisions of this section, within 60 days of the date of enactment of this section.

Sec. 29-127. - Wind energy facilities.**(a) *Applicability.***

- (1) The requirements of this section shall apply to all Wind Energy Facilities (Large and Small) for which an application for a Special Permit or building permit has been submitted to the City of Cedar Falls, Iowa after the effective date of this section.
- (2) Wind Energy Facilities for which a required permit has been properly issued prior to the effective date of this section shall not be required to meet the requirements of this section; provided, however, that any such preexisting wind energy facility which is discontinued or does not provide

Item F.1.

energy for a continuous period of twelve (12) months shall meet the requirements of this section prior to recommencing production of energy. However, no modification or alteration to an existing wind energy facility shall be allowed unless in compliance with this section.

(b) *Purpose.*

- (1) The purpose of this section is to provide a regulatory means for controlling the construction and operation of Large and Small Wind Energy Facilities in the City of Cedar Falls, with the use of reasonable restrictions, which will preserve the public health, safety, and welfare. The city adopts these provisions to promote the effective and efficient use of the city's wind energy resource.

(c) *Findings.*

- (1) The city council finds and declares that:
 - a. Wind energy is an abundant, renewable and nonpolluting energy resource for the city and its conversion to electricity may reduce dependence on nonrenewable energy sources and decrease the air and water pollution that results from the use of conventional energy sources.
 - b. The generation of electricity from properly sited Wind Energy Facilities can be cost effective and can reduce consumption of traditional energy sources and in many cases existing power distribution systems can be used to transmit electricity from wind-generating systems to utilities or other electric power users.
 - c. Regulation of the siting and installation of Wind Energy Facilities is necessary for the purpose of protecting the health, safety, and welfare of neighboring property owners and the general public.
 - d. Wind Energy Facilities represent significant potential aesthetic and environmental impacts because of their potential size, lighting, noise generation, ice shedding and shadow "flicker" effects, if not properly sited and planned.
 - e. If not properly sited, Wind Energy Facilities may present risks to the property values of adjoining property owners.
 - f. Without proper planning, construction of Large Wind Energy facilities can create traffic problems and damage local roads.
 - g. If not properly sited, Wind Energy Facilities can interfere with various types of communications or otherwise interfere with electromagnetic waves.

(d) *Definitions.*

- (1) As used in this section, the following terms are hereby defined:
 - a. *Decommissioning*: The process of use termination and removal of all or part of a Large or Small Wind Energy Facility by the owner of the wind energy facility.
 - b. *FAA*: The Federal Aviation Administration.
 - c. *FCC*: The Federal Communications Commission.
 - d. *Facility owner*: Means the property owner, entity or entities having an equity interest in the wind energy facility.
 - e. *Hub height*: When referring to a wind turbine, the distance measured from ground level to the center of the turbine hub.
 - f. *MET tower*: A meteorological tower used for the measurement of wind speed.

- g. *Site*: The parcel(s) of land where a Wind Energy Facility is to be placed. The site can be publicly or privately owned by an individual or group of individuals controlling single or adjacent properties. Where multiple lots are in joint ownership or control, the combined lots shall be considered as one for purposes of applying setback requirements.
 - h. *Total height*: When referring to a Wind Energy Facility, the distance measured from ground level to the windmill blade or similar wind-capture device mounted on the facility extended at its highest point.
 - i. *Use termination*: The point in time at which a Wind Energy Facility owner provides notice to the city that the Wind Energy Facility is no longer used to produce electricity unless due to a temporary shutdown for repairs. Such notice of use termination shall occur no less than 30 days after actual use termination.
 - j. *Wind Energy Facility, Large*: A facility that includes a tower structure, wind turbine and other related fixtures and facilities that generates electricity or performs other work consisting of one or more wind turbines under common ownership or operating control, and includes substations, MET towers, cables/wires and other buildings accessory to such facility, whose main purpose is to supply electricity to offsite customers. The power output of such facility shall exceed 100 kilowatts (kw). It also includes any Wind Energy Facility not falling under the definition of a Small Wind Energy facility.
 - k. *Wind Energy Facility, Small*: A facility that may include a tower structure, wind turbine and other related fixtures and facilities that generates electricity or performs other work, has a total height of one hundred twenty (120) feet or less or is affixed to an existing structure, has a power output rated capacity of 100 kilowatts (kw) or less, and is intended to primarily reduce the onsite consumption of electricity of the principal use on the property. Small wind energy systems may include roof-mounted facilities. Any wind energy facilities not falling under this definition shall be deemed Large Wind Energy Facilities.
 - l. *Wind farm*: Two or more Large Wind Energy Facilities under common ownership or control.
 - m. *Wind turbine*: A wind energy conversion system which converts wind energy into electricity through the use of a wind turbine generator, and includes the turbine, blade, or other wind-capturing device, tower, base, and pad. Turbines may be of a horizontal or vertical design.
- (e) *Regulatory framework.*
- (1) Large Wind Energy Facilities exceeding 120 feet in overall tower height and not to exceed 250 feet in overall tower height may only be constructed in areas that are zoned "A1" Agricultural District, M-1, Light Industrial, MP Planned Industrial or M-2, Heavy Industrial Districts subject to review and approval of a special exception permit by the city planning and zoning commission and city council.
 - (2) Small Wind Energy Facilities that are less than 120 feet in overall height and generate less than 100 kw of power may be constructed in any "C" Commercial District or Planned Commercial District or within mixed use Residential [D]istricts as either a principal or accessory use subject to approval of a special exception permit by the planning and zoning commission and the city council. Taller tower structures, not to exceed 150 feet in overall height, may be allowed in "C" Commercial Districts, Planned Commercial Districts or within mixed use residential districts subject to careful review of special conditions and circumstances that justify increased tower structure height by the commission and city council. Taller tower structures allowed within mixed use residential districts or within larger multiple unit residential development areas shall be established for the benefit of multiple users, dwellings or businesses within the facility project area. More than one Wind Energy Facility may be considered with larger commercial or residential development projects.

Item F.1.

- (3) Small wind energy facilities intended for use in "R", Residential Districts shall be guided by the recommendation that wind energy facilities or tower structures should generally conform to the maximum height limits in that Residential District, but shall not exceed 60 feet in overall height. The Commission may recommend and the city council may consider allowance of taller tower structures up to 80 feet in height in special circumstances where the natural topography of the property under consideration is substantially lower than the natural topography of immediately abutting properties. The presence of taller trees or buildings on or near the property under consideration shall not be sufficient justification for a taller tower structure. A single tower structure will be permitted for each single residential property. Additional wind generating mechanisms may be permitted, such as roof-mounted mechanisms on individual residential properties where a tower structure already exists. However, the roof-mounted mechanisms may not extend more than 15 feet above the height of the residential structure in all cases.
- (4) Roof mounted Wind Energy Systems shall be permitted in all Districts. It is anticipated that these types of systems will be designed for smaller scale, single-site power generating applications. Roof-mounted systems must be reviewed and approved in the same fashion as tower-mounted wind energy system proposals. Setback requirements for roof-mounted systems may be less than the setback required for tower structures; however, an analysis of the height of the mechanism along with considerations of "ice-throw" distances will establish a safe setback distance for roof-mounted mechanisms.
- (5) Application for a special exception permit for a Large or Small Wind Energy Facility including tower structures or roof-mounted structures shall be submitted with the following information:
 - a. A signed petition by the property owner detailing the request for one or more Large or Small Wind Energy System on a single property including address and legal description of the property, name of the managing company or interest in the Wind Energy Facility and general description of the proposed facility or tower or roof-mounted facility, such as number of tower structures, number of energy-generating turbines, height of the proposed tower structure, general characteristics, etc. Any related lease agreement with an outside party relating to establishment or maintenance of the wind energy facility must also be submitted with the name and address of the leasing party clearly presented. A proposed time line for installation and operation of the proposed system must be described.
 - b. A signed statement indicating that the applicant or leasing party has legal authority to construct, operate, and develop the Wind Energy Facilities under state, federal and local laws and regulations, including Federal Aviation Administration (FAA), Federal Communications Commission (FCC), and state and local building codes.
 - c. A description of the number and kind of Wind Energy Facilities to be installed along with a description of the key structural components such as type of tower structure with illustrations provided. In addition, any proposed accessory structures to be installed in conjunction with the wind energy system need to be described with illustrations and description of building materials and building design.
 - d. Submittal of a professionally prepared detailed site plan illustrating the specific location(s) of the proposed Wind Energy Facilities(s) or tower structure(s), showing property boundaries, existing utility easements or other types of easements across the property, topography of the site at 2-foot increments, proposed setbacks from the property boundary and also showing all other structures and facilities on the property including other accessory structures, parking lots and nearby streets. Multiple Wind Energy Facilities, if part of an overall project plan, may be portrayed on the submitted site plan with a "phasing plan" clearly delineated. The proposed Wind Energy Facility must not eliminate or interfere with any on-site parking stalls or driveway access to parking areas on the property. In addition, properties within 200 feet of the property

where the Wind Energy Facilities or tower structures are to be located need to be illustrated with names and addresses of all property owners of those properties shown on the site plan application. The site plan must also illustrate all structures on abutting properties and the distance between those structures and the proposed Wind Energy Facilities or tower structure(s). Nearby streets and roadways, including the entire public right of way located closest to the proposed Wind Energy Facility also needs to be clearly illustrated. All above-ground utility structures, including but not limited to overhead electric lines need to be illustrated on the site plan.

- e. A diagram illustrating the potential "fall zone" (i.e. in the event of catastrophic collapse of the tower structure(s) of the Wind Energy System and/or tower structures(s) with property boundaries, building structures and public right of ways clearly illustrated within the potential "fall zone."
- f. A diagram illustrating the estimation of "ice throw" distances that can be anticipated from the Wind Energy Facility during operation.
- g. A diagram illustrating anticipated prevailing wind directions and how those prevailing winds will serve the proposed wind energy system. Trees, building structures or other impediments to prevailing wind flows on or off the property must be delineated. No off-site trees, hills, structures, or other facilities not located on the property under review may be trimmed, graded, altered or removed to benefit the wind circulation serving the proposed Wind Energy Facility without approval from the city council and the owner of the off-site property.
- h. A description of the large or small Wind Energy Facility's height and design, including cross sections, elevation, and diagram of how the Wind Energy Facility will be anchored to the ground or structures, prepared by a professional engineer licensed in the State of Iowa. A description of the facility's function must also be described (i.e. whether a horizontal or vertical turbine) and general direction of rotation with a description of anticipated noise generation by a properly maintained mechanism. An illustration of ice shedding or "ice throw" areas and any affected building structures or nearby properties also need to be clearly illustrated by a professional engineer.
- i. A statement from the applicant that all Wind Energy Facilities will be installed in compliance with manufacturer's specifications, and a copy of those manufacturer's specifications must be provided with particular attention to wind load capacity and other details regarding structural integrity. Other details relating to matters such as "ice throw" distances, shadow "flicker" or noise generation must also be provided.
- j. A signed statement from the landowner(s) of the site stating that he/she will abide by all applicable terms and conditions of this section particularly with respect to responsibility for proper maintenance of the Wind Energy Facility and responsibility for removal of the Wind Energy Facility including tower structure in the event of severe damage, disuse or abandonment.
- k. A statement indicating what hazardous materials will be used or stored on the site in conjunction with the Wind Energy Facility or tower structure or its operation.
- l. A statement indicating how the Wind Energy Facility will be illuminated, if applicable, with demonstration that any such required illumination will not affect nearby properties. Illumination of or on wind energy systems or tower structures(s) shall be prohibited unless required by the FCC or FAA.

Item F.1.

- m. A statement by an appropriate authority with regard to any potential electromagnetic interference with radio, television or cellular communication air waves in the vicinity of the proposed Wind Energy Facility.
 - n. A description of noise levels anticipated to be generated by the Wind Energy Facility.
 - o. A statement from the city electric utility that the proposed Wind Energy Facility is compatible with the local energy grid system and that the proposal is acceptable to the local electric power utility. A description of electrical generation and use of "excess" power must be provided. Any proposed Wind Energy Facility to be installed with the intent to distribute electricity directly to Cedar Falls Utilities (CFU) or any other electrical distributor or to a facility with electric service from CFU must meet CFU safety and interconnection requirements and receive pre-approval from CFU or any other local electrical utility.
 - p. For Large and Small Wind Energy Facilities, including roof-mounted facilities, photo exhibits illustrating the proposed Wind Energy Facilities and/or tower structures shall be provided to illustrate the finished product.
 - q. Each application shall contain an indemnification provision which meets the requirements of subsection (f)(2)(i) of this section.
- (6) Submittal of a plan for site grading, erosion control, storm water drainage, and storm water pollution prevention plan (SWPPP) shall be submitted to the City Engineer for review and approval prior to granting building permits.
 - (7) All other permits, including Building Permits and permits for work done in public rights-of-way, shall be applied for by the applicant to the appropriate agency prior to construction.
 - (8) Wind Energy Facilities shall not include offices, vehicle storage, or other outdoor storage unless permitted by the Special Exception Permit. Accessory storage building may be permitted for Large Wind Energy Facilities at the discretion of the planning and zoning commission and the city council. The size and location of any proposed accessory building shall be shown on the site plan. No other structure or buildings accessory to the Wind Energy Facility are permitted unless used for the express purpose of the generation of electricity or performing other work related to the Wind Energy Facility.
 - (9) No grading, filling, or construction shall begin until a building permit is issued. A separate building permit shall be required for each individual Wind Energy Facility including tower structures and appurtenant facilities prior to construction of each wind turbine tower and appurtenant facilities to be constructed.
 - (10) A Wind Energy Facility authorized by special exception permit shall be started within twelve (12) months of special permit issuance and completed within thirty-six (36) months of special permit issuance, or in accordance with a timeline approved by the planning and zoning commission and city council.
 - (11) For Large Wind Energy Facilities, the applicant shall submit a copy of all "as built plans" prepared by a professional engineer licensed in the State of Iowa including structural engineering and electrical plans for all facilities following construction to the city to use for removal of Large Wind Energy Facilities, if the Large Wind Energy Facility owner fails to meet the requirements of this section or the special permit.
 - (12) The planning and zoning commission and city council may require additional conditions as deemed necessary upon the proposed Wind Energy Facility(s) or tower structure(s) to ensure public health, safety, and welfare.

(13) Wind Energy Facilities that are constructed and installed in accordance with the provisions of this section shall not be deemed to constitute the expansion of a nonconforming use or structure.

(14) Nothing in this section shall be deemed to give any applicant the right to cut down surrounding trees and vegetation on any property not on the applicant's site for the purpose of reducing wind flow turbulence or increasing wind flow to the wind energy facility. Nothing in this section shall be deemed a guarantee against any future construction or city approvals of future construction that may in any way impact the wind flow to any Wind Energy Facility.

(f) *General requirements.*

(1) Standards:

- a. No television, radio or other communication antennas may be affixed or otherwise made part of a wind energy facility, except pursuant to the regulations for wireless communication towers. Applications may be jointly submitted for Wind Energy Facilities and wireless communication facilities.
- b. Wind Energy Facilities shall utilize measures to reduce the visual impact of the facility to the extent practicable. Facilities with multiple tower structures shall be constructed with an appearance that is similar throughout the site, to provide reasonable uniformity in overall size, geometry, and rotational speeds. No signage, lettering, company insignia, advertising, or graphics shall be established on any part of the Wind Energy Facility including tower structure, blades or any other component of the system.
- c. For Small Wind Energy Facilities constructed as an accessory use to a residential use, only one small wind energy tower per site shall be allowed. In addition to a single tower structure, more than 1 roof-mounted wind mechanism may be installed provided the height of the roof-mounted facility is no more than 15 feet above the height of the residential structure.
- d. For larger multi-unit or "mixed use" residential/commercial complexes, more than one Small Wind Energy Facility may be permitted to serve the needs of the on-site complex subject to review and approval by the commission and city council.
- e. Small Wind Energy Facilities shall be used primarily to reduce the onsite consumption of electricity by the principal use(s) located thereon.
- f. At least one warning or notice sign shall be posted on the Wind Energy Facility or tower structure at a height of no more than five (5) feet above natural grade warning of electrical shock or high voltage, harm from revolving machinery, and the hazard of falling ice. The name, address and contact information for the primary operator of the Wind Energy Facility must be posted in a location clearly visible from adjacent property, said sign to be no more than 6 square feet in area and located no higher than 5 feet above natural grade. This contact information may be waived in the case of small residential wind energy systems clearly serving an existing residential structure.
- g. Wind Energy Facilities including tower structures exceeding 60 feet in height and located on commercial or industrial properties shall be constructed to provide one of the following means of access control:
 - a) Tower-climbing apparatus mounted on the tower located no closer than twelve (12) feet from the ground.
 - b) A locked anti-climb device installed on the tower structure.
 - c) A locked, protective fence at least six feet in height that encloses the tower structure.

Item F.1.

- h. Monopole tower construction is recommended for Wind Energy Facility tower structures exceeding 60 feet in height. Lattice-designed towers are to be discouraged, but may be permitted upon site plan review and approval of safety considerations by the planning and zoning commission and city council. Guy wires or other external stabilizing components shall be discouraged in all cases. However, for Small Wind Energy Facilities serving residential properties, limited guy wire support systems may be allowed subject to review and approval by the commission and city council.

(2) *Design and installation:*

- a. Wind Energy Facilities shall be painted a non-reflective, non-obtrusive color, such as grey, white, or off-white.
- b. At Large Wind Energy Facility sites, the design of any allowed accessory buildings and related building structures shall, to the extent possible, use materials, colors, textures, screening, and landscaping that will blend the Large Wind Energy Facility to the natural setting and existing environment.
- c. Minimum lighting necessary for safety and security purposes shall be permitted. Techniques shall be implemented to prevent casting glare from the site, except as otherwise required by the FAA or other applicable authority.
- d. No form of advertising including signs, banners, balloons or pennants shall be allowed on the Wind Energy Facility including tower structure, wind turbine, blades, or other buildings or facilities associated with the facility, except for reasonable identification of the manufacturer or contact information of the operator of the wind energy facility as noted in subsection 6-a-6.
- e. All Wind Energy Facilities shall be equipped with a redundant braking system for the rotating mechanism. This includes both aerodynamic over-speed controls (including variable pitch, tip, and other similar systems) and mechanical brakes. Mechanical brakes shall be operated in a failsafe mode. Stall regulation shall not be considered a sufficient braking system for over-speed protection.
- f. All Wind Energy Facilities shall comply with all applicable city building codes and standards.
- g. Electrical controls, control wiring, and power lines shall utilize wireless or underground service connections except where wiring is brought together for connection to the transmission or distribution network, adjacent to that network. This provision may be waived by the commission and city council for any Wind Energy Facility approved by special permit if deemed appropriate.
- h. All electrical components of the wind energy facility shall conform to relevant and applicable local, state, and national electrical codes, and relevant and applicable international standards.
- i. The owner of a Wind Energy Facility shall defend, indemnify, and hold harmless the city and its officials from and against any and all claims, demands, losses, suits, causes of action, damages, injuries, costs, expenses, and liabilities whatsoever including attorney fees arising out of the acts or omissions of the operator or the operator's contractors concerning the construction or operation of the Wind Energy Facility without limitation, whether said liability is premised on contract or tort. Owner's submittal for a building permit for a Wind Energy Facility shall constitute agreement to defend, indemnify, and hold harmless the City of Cedar Falls and its officials.
- j. The owner of a Large Wind Energy Facility shall reimburse the City and/or Black Hawk County for any and all repairs and reconstruction to the public roads, culverts, and natural drainage ways resulting directly from the construction of the Large Wind Energy Facility.

- k. Where Wind Energy Facility construction cuts through a private or public drain tile field, the drain tile must be repaired and reconnected to properly drain the site to the satisfaction of the city engineer.
- l. Any recorded access easement across private lands to a Wind Energy Facility shall in addition to naming the Wind Energy Facility owner as having access to the easement shall also name the city as having access to the easement for purposes of inspection or decommissioning. If no such access easement exists, approval of the special exception permit for a Wind Energy Facility shall constitute granting to the city a right to access the Wind Energy Facility for purposes of inspection or decommissioning.
- m. Any Wind Energy Facility that does not produce energy for a continuous period of twelve months shall be considered abandoned and shall be removed in accordance with the removal provisions of this section. Failure to abide by and faithfully comply with this section or with any and all conditions that may be attached to the granting of any building permit for a wind energy facility shall constitute grounds for the revocation of the permit by the city.
- n. A Large Wind Energy Facility owner and operator shall maintain a telephone number and identify a responsible person for the public to contact with inquiries and complaints throughout the life of the project, and shall provide updated information on such to the city planning division.

(g) *Setbacks.*

- (1) The following setbacks and separation requirements shall apply to all Wind Energy Facilities:
 - a. Each wind turbine associated with a Large Wind Energy Facility shall be set back from the nearest nonparticipating landowner's property line and from any other wind turbine a distance of no less than 1.5 times its total height.
 - b. Each wind turbine associated with a Small Wind Energy Facility shall be set back from the nearest property line a distance of no less than 1.0 times its total height, except that a wind turbine associated with a Small Wind Energy Facility may be located closer than 1.0 times its total height if approved provided it is demonstrated that such a setback will not have an adverse impact on the adjoining properties. The planning and zoning commission and city council may grant a waiver to the setback requirements where strict enforcement would not serve the public interest and where it is demonstrated that such a setback will not have an adverse impact on the adjoining properties, however the setback shall generally not be less than 0.5 times the total height of the tower structure or any support element of the structure including poles and guy wires.
 - c. Wind Energy Facilities must satisfy all utility setbacks and/or easement separations. The owner of the Wind Energy Facility is responsible for contacting the appropriate utility entities to determine the location of all above-ground and underground utility lines on the site including, but not limited to, electricity, natural gas, cable television, communication, fiber optic/communications, etc.

(h) *Noise and vibration.*

- (1) Except during short-term events including severe windstorms, audible noise due to Wind Energy Facility operations shall not exceed maximum allowable noise decibel levels, when measured at the site property lines. If audible noise exceeds maximum allowable decibel levels as specified in the applicable provisions of this code relating to nuisance and/or noise the offending wind turbine must be inoperable until repairs are completed.
- (2) Wind Energy Facilities shall not create an audible steady, pure tone such as a whine, screech, hum, or vibration.

Item F.1.

- (i) *Minimum ground clearance.*
 - (1) For Small Wind Energy Facilities, the minimum distance between the ground and any part of the rotor or blade system shall be fifteen (15) feet.
 - (2) For Large Wind Energy Facilities, the minimum distance between the ground and any part of the rotor or blade system shall be thirty (30) feet.
- (j) *Signal interference.*
 - (1) The Wind Energy Facility owner shall mitigate any interference with electromagnetic communications, such as radio, telephone, computers, communication devices, or television signals, including any public agency radio systems, caused by any Wind Energy Facility. However, in no case shall a wind energy facility be located within the microwave path of an emergency communication tower.
- (k) *Shadow flicker.*
 - (1) The Wind Energy Facility owner shall attempt to avoid shadow flicker from the facility affecting any offsite residences. The Wind Energy Facility owner and/or operator shall make reasonable efforts to minimize or mitigate shadow flicker to any offsite residence to the reasonable determination of the city planner.
- (l) *Ice shedding.*
 - (1) The Wind Energy Facility owner and/or operator shall ensure that ice from the wind turbine blades does not impact any offsite property.
- (m) *Waste management.*
 - (1) All hazardous waste generated by the operation and maintenance of the facility, including, but not limited to lubricating materials, shall be handled in a manner consistent with all local, state, and federal rules and regulations.
- (n) *Removal:*
 - (1) *Wind Energy Facility or Tower removal.* The tower owner and/or operator shall notify the City of Cedar Falls Inspection Services Division when a tower is removed, no longer in use, or is knocked down, or blown down, or damaged to such an extent that major structural repairs are required. If a tower is removed, knocked down, blown down, or damaged to such an extent that major structural repairs are required, said tower shall not be reconstructed or replaced without prior review and approval by the planning and zoning commission and city council. If said damaged wind energy facility or tower is abandoned or inoperable with no intention by the owner to replace said facility, the facility or tower shall be removed in a timely fashion at the expense of the facility or tower owner or the property owner where the facility is located, as directed by the city planner. Any wind energy facility or tower that is not operated for a continuous period of 12 months shall be considered abandoned, and the owner of such wind energy facility or tower shall remove the same within 90 days of receipt of notice from the city notifying both the wind facility owner and the owner of the property on which the win facility or tower is located, of such abandonment. Failure of the owner or property owner to remove an abandoned wind energy facility or tower within said 90 days shall be grounds for the city to require removal of the facility or tower at the expense of the facility owner or property owner. If there are two or more users of a single facility, then this provision shall not become effective until all users cease using the wind energy facility. If the city is required to remove a facility at the expense of the owner or property owner, the costs of removal, if not paid by the wind energy facility owner, or by the owner of the property on which the tower is located, within 30 days of the city's written demand for payment, shall be reported to the city clerk, who shall levy the cost thereof as an assessment, which shall be a lien on the real estate on which the wind

energy facility or tower is located. The city clerk shall certify such assessments to the county auditor to be paid by the owner of the property on which the facility is located, in installments in the same manner as property taxes, as provided by law.

- (2) The Wind Energy Facility site shall be stabilized, graded, and cleared of any debris by the owner of the facility or its assigns. If the site is not to be used for agricultural practices following removal, the site shall be seeded to prevent soil erosion.
 - (3) Any foundation of the Wind Energy Facility shall be removed to a minimum depth of four (4) feet below grade, or to the level of the bedrock if less than four (4) feet below grade, by the owner of the facility or its assigns. Following removal, the location of any remaining Wind Energy Facility foundation shall be identified on a map as such and recorded with the deed to the property with the Office of the Black Hawk County Recorder.
 - (4) Any access roads to the Wind Energy Facility shall be removed, cleared, and graded by the owner of the facility, unless the property owner wants to keep the access road. The city will not be assumed to take ownership of any access road unless through official action of the city council.
 - (5) Any expenses related to the decommissioning and removal of a Wind Energy Facility shall be the responsibility of the Wind Energy Facility owner, including any expenses related to releasing any easements.
 - (6) Removal of the Wind Energy Facility shall conform to the contract between the property owner and the owner/operator of a Wind Energy Facility, in addition to the requirements set forth in this section.
- (o) *Violation and permit revocation.*
- (1) All Wind Energy Facilities shall be maintained in operational condition at all times, subject to reasonable maintenance and repair outages. Operational condition includes meeting all noise requirements and other permit conditions. Should a Wind Energy Facility become inoperable, or should any part of the Wind Energy Facility be damaged, or should a Wind Energy Facility violate a permit condition, the owner/operator shall remedy the situation within three (3) months after written notice from the city.
 - (2) Notwithstanding any other abatement provision, if the Wind Energy Facility is not repaired or made operational or brought into compliance after said notice, the city council may, after a public meeting at which the operator or owner shall be given opportunity to be heard and present evidence, including a plan to come into compliance, (1) order either remedial action within a specified timeframe, or (2) order revocation of the permit and require removal of the Wind Energy Facility within three (3) months.
 - (3) Any Wind Energy Facility that does not meet the requirements of this section, including, but not limited to those dealing with noise, height, setback, or visual appearance, or does not meet any conditions attached to approval of the Wind Energy Facility shall be deemed an unlawful structure and shall provide grounds for the revocation of the permit.

Sec. 29-128. - Prohibition on conversion of single-unit residences located in R-1 and R-2 residence districts to two-unit dwelling units.

Notwithstanding the provisions of any other section of this chapter, no existing single-unit residential structure located in a R-1 residence zoning district or in a R-2 residence zoning district of the city shall be converted or otherwise structurally altered or expanded for the purpose of

Item F.1.

accommodating the creation or establishment of a second separate dwelling unit within, around or adjacent to the original single-unit residential structure.

Secs. 29-129—29-140. - Reserved.

DIVISION 2. - SPECIFIC DISTRICTS

Sec. 29-141. - A-1 agricultural district.

(a) *Purpose:* The purpose of the A-1, Agricultural Zoning District is to act as a "holding zone" in areas of the city that are undeveloped and not served by essential municipal services (i.e.: sanitary sewer, water, roadways) but where future growth and development is anticipated according to the city plan. No use shall be installed or established within the Agricultural Zone that in the judgement of the planning and zoning commission or the city council will discourage or inhibit normal commercial or residential urban growth and development patterns as indicated by the city plan.

(b) *Principal permitted uses.* The following listed uses are permitted:

- (1) Agricultural uses and the usual agricultural accessory structures as limited herein. Minimum parcel size: 20 acres.

Typical agricultural uses shall include, but not necessarily be limited to, land based production activities including grains, small grains, hay, legumes, vegetables, fruits, orchards, and other specialty crops including seeds, tubers, roots and bulbs provided that said crops are not considered nuisance or hazardous crops by the Iowa Department of Agriculture. On-farm facilities shall be permitted for the storage, drying, processing, and finishing for commercial purposes products produced on-farm.

Animal production, including breeding, feeding and finishing for private or commercial use shall be allowed within the limitations specified herein.

(a) Agricultural accessory structures shall be those facilities or buildings normally associated with and generally essential to the operation of an agricultural use. Such structures or facilities shall include, but not be limited to:

- Machine sheds,
- Storage sheds, granaries,
- Grain bins for the storage of on-farm produced crop products, silos, animal housing facilities, animal feeding floors, repair shop, paddocks, etc.

(b) Enclosed, unenclosed, or partially enclosed animal feedlots or other animal housing facilities shall be considered to be accessory structures to a principal permitted agricultural use. Prior to the establishment of such accessory structures involving any number or species of animals, detailed building, management, and business plans shall be submitted for review by the planning and zoning commission and the city council. No animal feedlot or animal housing facility shall be established that, in the judgement of the city council does not meet recognized principles of sound land use planning or that will have a negative impact upon the quality of life of the residents of Cedar Falls.

No animal feedlot or animal housing facility shall be established within one quarter (¼) mile from the nearest off-site residence as measured from property line to property line.

- (c) *Nonconforming animal facilities.*
1. No existing animal feedlot or animal housing facility shall be expanded, reconstructed, or structurally altered without the prior review and approval of the planning and zoning commission and the city council. Said change or use shall not be permitted if, in the judgment of the city council, the proposal does not meet recognized principles of sound land use planning or that will have a negative impact upon the quality of life of the residents of Cedar Falls.
 2. If an existing animal feedlot or animal housing facility is discontinued for a period of one year the premises shall not be reestablished for such use without the prior review and approval of the planning and zoning commission and the city council. Said change or use shall not be permitted if, in the judgement of the city council, the proposal does not meet recognized principles of sound land use planning or that will have a negative impact upon the quality of life of the residents of Cedar Falls.
- (2) Nurseries, greenhouses for commercial purposes provided that the tract contains at least five acres.
- (3) Riding stables for commercial or recreational uses provided that:
- (a) The parcel measures at least 10 acres in area.
 - (b) Animal density is limited to no less than 5,000 sq. ft. per adult animal as measured within the principal animal holding areas.
 - (c) The use is established at least one quarter ($\frac{1}{4}$) mile from the nearest residence as measured from property line to property line.
- (4) Agricultural infrastructure facilities including grain elevators, commercial feed outlets, farm supply stores, truck and animal weigh stations, agricultural chemical or fuel bulk and storage facilities provided that:
- (a) The facility is located on a parcel measuring at least five acres in area.
- (5) Mining and extraction of minerals or raw materials subject to review and approval of a business plan, environmental plan, and land rehabilitation recovery plan by the planning and zoning commission and the city council provided that:
- (a) The use is established at least one mile from the nearest residence as measured from property line to property line.
 - (b) The owner and/or his/her successors agree to leave or rehabilitate the land to a condition suitable for typical urban development (including recreational) patterns and uses in conformance with the long range city land use plan.
- (6) Airports and landing fields in conformance with FAA guidelines and requirements.
- (7) Forest and forestry.
- (a) A business plan including planting/harvesting plan is submitted for review and approval by the planning and zoning commission and the city council.
- (8) Parks, playgrounds, golf courses, both public and private, and other recreational uses such as nature trails, bicycle trails or snowmobile trails, but excluding gun or shooting ranges, auto race tracks or other motorized vehicle racing areas or challenge courses.
- (9) Public utility structures and equipment for the operation thereof.
- (10) Radio and television transmitting stations and related accessory structures provided that:

Item F.1.

- (a) Setbacks as measured from the property line to the base of the tower or to the base of support structures extending from the tower, whichever is nearest to the property line, shall be at least 100 feet.
 - (b) The facility shall be located at least one quarter (¼) mile from any residence as measured from property line to property line.
- (11) Residential dwellings, limited to no more than one-unit or one two-unit dwelling, may be permitted only in the following circumstances:
- (a) Incidental to the following principal permitted uses:
 - 1. Agriculture (20 acres minimum lot area).
 - (b) If located on a lot of record as of August 1, 1979 with a minimum lot area of three acres.
- (12) *Mandatory review.* Prior to the establishment of any principal permitted use or any accessory use related to animal housing facilities said request with detailed site plan and description of operation shall be submitted to the planning and zoning commission for review and recommendation to the city council. Said use shall not be permitted if, in the judgement of the city council, the proposal does not meet recognized principles of sound land use planning or that will have a negative impact upon the quality of life of the residents of Cedar Falls.
- (13) *Lot area, frontage and yards.* Minimum lot area, lot frontage and yard requirements for the A-1 agricultural district shall be as follows:

Use	Lot Area	Lot Width	Lot Area per Unit	Front Yard Depth	Side Yard Widths (Least Width on Any One Side)	Rear Yard Depth
Dwellings				50 ft.	50 ft.	50 ft.
Other permitted uses				50 ft.	50 ft.	50 ft.

The front yard depth of any lot abutting on a major street shall be measured from the proposed right-of-way lines as shown on the official major street plan.

Sec. 29-142. - R-1SU single-unit residence district.

In the R-1SU single-unit residence district, the following provisions, regulations and restrictions shall apply:

- (1) *Principal permitted uses.* Principal permitted uses are as follows:
 - a. Single-unit dwellings.
 - b. Churches and accessory buildings, upon approval of the city council after recommendation of the city planning and zoning commission.
 - c. Private noncommercial recreational areas and facilities, swimming pools, and institutional or community recreation centers, including country clubs and golf courses.
 - d. Group homes.
- (2) *Accessory uses.* Permitted accessory uses are as follows:
 - a. Private garages, tool storage, fences and other incidental uses. Stables and the keeping of animals are not a permissible accessory use.

- b. Temporary buildings for uses incidental to construction work, which buildings shall be removed upon the completion or abandonment of the construction work.
 - c. Home occupations.
- (3) *Height regulations.* No building shall exceed 2½ stories or 35 feet in height, whichever is lower, and no accessory structure shall exceed one story or 18 feet in height, whichever is lower.
- (4) *Lot area, frontage and yards.* Minimum lot area, frontage and yard requirements for the R-1SU single-unit residence district shall be as follows:

Use	Lot Area	Lot Width	Lot Area per Unit	Front Yard Depth ¹	Side Yard Width ² (Least on Any One Side)	Rear Yard Depth
Single-unit	9,000 sq. ft.	75 ft.	9,000 sq. ft.	30 ft.	10% of lot width	30 ft.
Other permitted uses	10,000 sq. ft.	80 ft.	—	35 ft.	10% of lot width	35 ft.

¹ The front yard depth of any lot abutting on a major street shall be measured from the proposed right-of-way lines as shown on the official street plan.

² Where structures do not exceed 2½ stories or 35 feet in height, the maximum side yard required need not exceed 20 feet.

Sec. 29-143. - R-1 residence district.

In the R-1 residence district, the following provisions, regulations and restrictions shall apply:

- (1) *Principal permitted uses.* Principal permitted uses are as follows:
- a. One- and two-unit dwellings.
 - b. Churches and accessory buildings, upon approval of the city council after recommendation of the city planning and zoning commission.
 - c. Public and parochial schools, elementary and high, and other educational institutions having an established current curriculum the same as ordinarily given in city public schools.
 - d. Private noncommercial recreational areas and facilities, swimming pools, and institutional or community recreation centers, including country clubs and golf courses.
 - e. Farming and truck gardening, but not on a scale that would be obnoxious to adjacent areas because of noise or odors.
 - f. Group homes.
- (2) *Accessory uses.* Permitted accessory uses are as follows:
- a. Private garages, tool storage, fences and other incidental uses.
 - b. Temporary buildings for uses incidental to construction work, which buildings shall be removed upon the completion or abandonment of the construction work.
 - c. Home occupations.

Item F.1.

d. Stables, noncommercial, where there exists an area devoted to such purposes of 20,000 square feet, with an additional 10,000 square feet per animal exceeding two in number housed or tethered, and provided further than no structure or building for the stabling of animals or tethering area shall be closer than 50 feet to the abutting residential properties. The area devoted to such uses shall be kept in a clean and sanitary condition.

(3) *Height regulations.* No building shall exceed 2½ stories or 35 feet in height, whichever is lower.

(4) *Lot area, frontage and yards.* Minimum lot area, frontage and yard requirements for the R-1 residential district shall be as follows:

Use	Lot Area	Lot Width	Lot Area per Unit	Front Yard Depth ¹	Side Yard Width (Least on Any One Side) ²	Rear Yard Depth
One-unit dwellings	9,000 sq. ft.	75 ft.	9,000 sq. ft.	30 ft.	10% of lot width	30 ft.
Two-unit dwellings	10,000 sq. ft.	80 ft.	5,000 sq. ft.	30 ft.	10% of lot width	30 ft.
One-unit bi-attached dwellings	5,000 sq. ft.	40 ft.	5,000 sq. ft.	30 ft.	20% of lot width	30 ft.
Other permitted uses	10,000 sq. ft.	80 ft.	—	35 ft.	10% of lot width	35 ft.

¹ The front yard depth of any lot abutting on a major street shall be measured from the proposed right-of-way lines as shown on the official major street plan.

² Where structures do not exceed 2½ stories or 35 feet in height, the maximum side yard required need not exceed 20 feet.

Sec. 29-144. - R-2 residence district.

In the R-2 residence district, the following provisions, regulations and restrictions shall apply:

(1) *Principal permitted uses.* Principal permitted uses are any use permitted in the R-1 residence district, but not including animal and poultry husbandry on any lands used or platted for residential purposes.

(2) *Accessory uses.* Permitted accessory uses are as follows:

a. Any accessory use permitted in the R-1 district with the exception of noncommercial stables.

b. Family day care homes. The offstreet parking area required of the principal residence shall suffice.

(3) *Height regulations.* Height regulations are the same as specified in the R-1 residence district.

(4) *Lot area, frontage and yards.* Minimum lot area, lot frontage and yard requirements for the R-2 residence district shall be as follows:

Use	Lot Area	Lot Width	Lot Area per Unit	Front Yard Depth ¹	Side Yard Width (Least on Any One Side) ²	Rear Yard Depth
One-unit	7,200 sq. ft.	60 ft.	7,200 sq. ft.	25 ft.	10% of lot width	30 ft.
Two-unit	8,000 sq. ft.	70 ft.	4,000 sq. ft.	25 ft.	10% of lot width	30 ft.
One-unit bi-attached dwellings	4,000 sq. ft.	35 ft.	4,000 sq. ft.	25 ft.	20% of lot width	30 ft.
Other permitted uses	10,000 sq. ft.	80 ft.	—	35 ft.	10% of lot width	35 ft.

¹ The front yard depth of any lot abutting on a major street shall be measured from the proposed right-of-way lines as shown on the official major street plan.

² Where structures do not exceed 2½ stories or 35 feet in height, the maximum side yard required need not exceed 20 feet.

Sec. 29-145. - R-3 multiple residence district.

In the R-3 residence district, the following provisions, regulations, and restrictions shall apply:

- (1) *Principal permitted uses.* Principal permitted uses are as follows:
 - a. Any use permitted in the R-2 district.
 - b. Multiple dwellings, including condominiums and row dwellings.
 - c. Boardinghouses and lodgishouses.
 - d. Institutions of a religious, educational or philanthropic nature, including libraries.
 - e. Hospitals, day nurseries and nursing and convalescent homes, excepting animal hospitals and clinics.
 - f. Private clubs, fraternities, sororities and lodges, excepting those the principal activity of which is a service customarily carried on as a business.
- (2) *Accessory uses.* Permitted accessory uses are as follows:
 - a. Accessory uses permitted in the R-2 district.
 - b. Other accessory uses and structures, not otherwise prohibited, customarily accessory and incidental to any permitted principal use.
 - c. Storage garages for personal belongings and tools relevant to the maintenance of buildings, where the lot is occupied by multiple dwelling, hospital or institutional building.
- (3) *Height regulations.* No principal building shall exceed three stories or 45 feet in height, whichever is lower, except that additional height for additional stories may be added at the rate of two feet in height for each one foot that the building or portion thereof is set back from the required yard lines.

Item F.1.

(4) *Lot area, frontage and yards.* Minimum lot area, lot frontage and yard requirements for the R-3 multiple residence district shall be as follows:

Use	Lot Area	Lot Width	Lot Area per Unit	Front Yard Depth ¹	Side Yard Width ²	Rear Yard Depth
One-unit	7,200 sq. ft.	60 ft.	7,200 sq. ft.	25 ft.	10% of lot width	30 ft.
Two-unit	8,000 sq. ft.	70 ft.	4,000 sq. ft.	25 ft.	10% of lot width	30 ft.
One-unit bi-attached dwellings	4,000 sq. ft.	35 ft.	4,000 sq. ft.	25 ft.	20% of lot width	30 ft.
Multunit	10,000 sq. ft.	80 ft.	2,500 sq. ft.	30 ft.	10% of lot width	30 ft.
Other permitted uses	10,000 sq. ft.	80 ft.	—	35 ft.	10% of lot width	35 ft.

¹ The front yard depth of any lot abutting on a major street shall be measured from the proposed right-of-way lines as shown on the official major street plan.

² Where structures do not exceed 2½ stories or 35 feet in height, the maximum side yard required need not exceed 20 feet.

Sec. 29-146. - R-4 multiple residence district.

In the R-4 residence district, the following provisions, regulations and restrictions shall apply:

(1) *Principal permitted uses.* Principal permitted uses are as follows:

- a. Any use permitted in the R-3 district.
- b. Funeral homes and mortuaries.
- c. Hotels, motels and auto courts, in which retail shops may be operated for convenience of the occupants of the building; provided, however, that there shall be no entrance to such place of business except from the inside of the building, nor shall any display of stock or goods for sale be so arranged that it can be viewed from the outside of the building.
- d. Offices such as the following:
 1. Accountants.
 2. Architects.
 3. Art schools.
 4. Artists.
 5. Barbershops.
 6. Beauty shops.
 7. Church offices.

- 8. Civil engineers.
 - 9. Collection agencies.
 - 10. Credit bureaus.
 - 11. Dental offices.
 - 12. Entertainment bureaus.
 - 13. Insurance offices.
 - 14. Lawyers.
 - 15. Medical offices with dispensary.
 - 16. Nurses registries.
 - 17. Public stenographers.
 - 18. Psychologists.
 - 19. Real estate offices.
 - 20. Other similar uses, subject to review by the city planning and zoning commission and approval of the city council.
- e. Tourist home.
 - f. Mobile home park.

(2) *Accessory uses.* Permitted accessory uses are accessory uses permitted in the R-3 district.

(3) *Height regulations.* No building shall exceed three stories or 45 feet in height, whichever is lower, except that additional height for additional stories may be added at the rate of two feet in height for each one foot that the building or portion thereof is set back from the required yard lines.

(4) *Lot area, frontage and yards.* Minimum lot area, lot frontage and yard requirements for the R-4 multiple residence district shall be as follows:

Use	Lot Area	Lot Width	Lot Area per Unit	Front Yard Depth ¹	Side Yard Width ⁴		Rear Yard Depth
					Least on Any One Side	Minimum Sum of Both Sides	
One-unit	6,000 sq. ft.	60 ft.	6,000 sq. ft.	20 ft.	10% of lot width	—	30 ft.
Two-unit	7,200 sq. ft.	60 ft.	3,600 sq. ft.	20 ft.	10% of lot width	—	30 ft.
One-unit bi-attached dwellings	4,000 sq. ft.	30 ft.	4,000 sq. ft.	20 ft.	20% of lot width		30 ft.
Multiunit and other permitted uses:							
1 and 1½ stories	8,000 sq. ft.	65 ft.	2,000 sq. ft. for the first 4 units, plus	20 ft.	8 ft.	16 ft.	35 ft.

Item F.1.

2 and 2½ stories	8,000 sq. ft.	65 ft.	850 sq. ft. per unit on 1st, 2nd and 3rd floors, and	20 ft.	10 ft.	22 ft.	35 ft.
3 stories	8,000 sq. ft.	70 ft.	450 sq. ft. per unit above 3rd floor	20 ft.	10 ft.	25 ft.	35 ft.
4 or more stories	10,000 sq. ft.	80 ft.	See subsection 29-146(3) for yard requirements				
Motels and auto courts ²	1 acre	100 ft.	1,500 sq. ft. per unit	25 ft.	20 ft.	40 ft.	40 ft.
Mobile home parks ^{2,3}	20 acres	100 ft.	3,500 sq. ft. per unit	25 ft.	20 ft.	40 ft.	40 ft.

¹ The front yard depth of any lot abutting on a major street shall be measured from the proposed right-of-way lines as shown on the official major street plan.

² All access drives to motels, auto courts and mobile home parks shall be of all-weather, dustfree surfacing. Yard requirements for motels, auto courts and mobile home parks apply to total area and not individual units. Side yard requirements for motels, auto courts and mobile home parks may be reduced to ten feet where such motel, court or park abuts a less restrictive zoning district.

³ Where any boundary of a mobile home park directly abuts property which is improved with a permanent residential building located within 25 feet of such boundary, or directly abuts unimproved property which may, under existing laws and regulations, be used for permanent residential construction, a fence, wall or hedge shall be provided along such boundary.

⁴ For one- and two-unit dwellings where the structures do not exceed 2½ stories or 35 feet in height, the maximum side yard required need not exceed 20 feet.

Sec. 29-147. - R-5 residence district.

In the R-5 residence district, the following provisions, regulations and restrictions shall apply:

- (1) *Purpose.* The R-5 residence district is to provide for longterm low-density residential uses of a semisuburban character which provide for ultimate design densities compatible with public health and safety regulations and the land use plan.
- (2) *Principal permitted uses.* Principal permitted uses are any use permitted in the R-1 residence district, except two-unit dwellings.
- (3) *Accessory uses.* Permitted accessory uses are any accessory use permitted in the R-1 residence district.
- (4) *Height regulations.* Height regulations are the same as specified for the R-1 residence district.
- (5) *Lot area, frontage and yards.* Minimum lot area, lot frontage and yard requirement for the R-5 residence district shall be as follows:

Use	Lot Area	Lot Width	Lot Area per Unit	Front Yard Depth ¹	Side Yard Depth	Rear Yard Depth
One-unit	3 acres ²	100 ft.	43,560 sq. ft.	50 ft. ³	20 ft.	50 ft. ³

Other permitted uses	3 acres ²	100 ft.		50 ft. ³	20 ft.	50 ft. ³
----------------------	----------------------	---------	--	---------------------	--------	---------------------

¹ The front yard depth of any lot abutting on a major street shall be measured from the proposed right-of-way line as shown in the official major street plan.

² Minimum lot area may be reduced to no less than one acre by the city council following recommendation by the planning and zoning commission. Acceptance of the lot area reduction shall be in accordance with long range land use plans, platting standards, soil conditions, sewer availability (longterm and short range), water availability, adopted large lot development policies of the city, and existing and future street condition and access.

³ No access shall be granted on any major thoroughfare shown on the official street plan unless no other prudent alternative is available. In all cases, the building setback lines shall be measured from the proposed right-of-way line of the thoroughfare.

Sec. 29-148. - S-1 shopping center district.

In the S-1 shopping center district, the following provisions, regulations and restrictions shall apply:

- (1) *Purpose.* The S-1 district is intended to provide for the development of shopping centers. For the purpose of this section, the term "shopping center" shall mean a planned retail and service area under single ownership, management or control characterized by a concentrated grouping of stores and compatible uses, with various facilities designed to be used in common, such as ingress and egress roads, extensive parking accommodations, etc.
- (2) *Procedures.* The owner of any tract of land comprising an area of not less than five acres shall submit to the city planning and zoning commission and city council, in addition to the requirements of subsection 29-4(b), a plan for the commercial use and development of such tract for the purpose of meeting the requirements of this section. The city planning and zoning commission shall review the conformity of the proposed development with the standards of the comprehensive plan and with recognized principles of civic design, land use planning and landscaping architecture. The commission may approve the plan as submitted or, before approval, may require that the applicant modify, alter, adjust or amend the plan as the commission deems necessary to the end that it preserve the intent and purpose of this chapter to promote public health, safety, morals and general welfare. The plan shall be accompanied by evidence concerning the feasibility of the project and its effects on surrounding property and shall include each of the following:
 - a. A site plan defining the areas to be developed for buildings, the areas to be developed for parking, the location of sidewalks and driveways and the points of ingress and egress, including access streets where required, the location and height of walls, the location and type of landscaping, and the location, size and number of signs.
 - b. An analysis of market conditions in the area to be served, including the types and amount of service needed and general economic justification.
 - c. A traffic analysis of the vicinity indicating the effect of the proposed shopping center on the adjacent streets.

Item F.1.

- d. A statement of financial responsibility or reasonable financial arrangements or potential to ensure construction of the shopping center, including landscaping, in accordance with the plan and the requirements of this section.

A copy of such plan shall be filed with the building official and maintained as a permanent part of the records of the city.

- (3) *Standards.* Uses permitted in the S-1 district shall include any use permitted in the C-3 district and as limited by this district; provided, however, that the council may consider any additional restrictions proposed by the owner. The lot area, lot frontage and yard requirements of the C-2 district shall be considered minimum for the S-1 district; however, it is expected that these minimums will be exceeded in all but exceptional situations. Buildings may be erected to heights greater than those allowed in the C-2 district in accordance with the intent and purpose of this section.
- (4) *Completion.* The construction of the shopping center and improvements shall be completed within a reasonable period of time; provided, however, that, in the determination of such period, the scope and magnitude of the project and any schedule or timetable submitted by the developer shall be considered. Failure to complete the construction and improvement within such period of time shall be deemed sufficient cause for the rezoning of the property as provided in subsection 29-4(b).
- (5) *Changes and modifications.*
 - a. *Major.* All changes, modifications or amendments to the plans for the commercial use and development of property in the S-1 zone, deemed to be substantial by the planning and zoning staff after city approval of the plans, shall be resubmitted and considered in the same manner as originally required. Examples of major modifications include but are not limited to the following: new building construction, vehicular access rerouting, significant parking changes and general design and orientation changes.
 - b. *Minor.* Minor changes, modifications or amendments to the plans for the commercial use and development of property in the S-1 zone shall be administratively reviewed by the planning and zoning staff. If the change is deemed insignificant in nature, the staff may recommend to the council that the change be approved without the benefit of a mandatory review before the planning and zoning commission. The council may approve such change, or may determine that the magnitude of the change is significant in nature and requires that the appropriate plat or plan be resubmitted and considered in the same manner as originally required. Changes pertaining to the location, construction or replacement of signs shall be administratively reviewed and approved by the planning and zoning staff. If the staff deems that sign changes are significant in nature, it may submit the proposal to the council for review and approval.
- (6) *Existing shopping centers.* Shopping centers in existence at the time of the passage of this chapter which are zoned S-1 by this chapter shall be considered as having met all the requirements of this section. All new construction, additions, enlargements, etc., to structures within these shopping centers shall be in accord with the use and bulk regulations of the C-2 district, except in cases where more restrictive controls have been imposed by agreement between the city and the property owners involved.

Sec. 29-149. - C-1 commercial district.

In the C-1 commercial district, the following provisions, regulations and restrictions shall apply. For the purpose of this section, a C-1 commercial district is defined as a commercial district

adjacent to residence districts in which such uses are permitted as are normally required for the daily local retail business needs of the residents of the locality.

(1) *Principal permitted uses.* Principal permitted uses are as follows:

- a. Any non-residential use permitted in the R-4 district.
- b. Residential uses subject to review by the planning and zoning commission and approval by the city council of a development site plan and other required elements as specified herein. A development site plan must be submitted which clearly illustrates the proposed residential facility, on-site parking, building setbacks and prevailing topography along with an illustration of surrounding land uses, roadways, streets and utility services within 200 feet of the development site. The proposed residential use must be in conformance with standards of the comprehensive plan and recognized principles of civic design, land use planning and landscape architecture. The commission and city council shall consider the appropriateness of the residential use with respect to considerations for protection and preservation of existing commercial zoning districts for commercial uses in the city. In addition, provisions for adequate access for vehicles and pedestrians, including sidewalk provision, shall be clearly illustrated and provided. Impacts upon local municipal services such as sanitary sewer, storm sewer and other utility needs shall be considered. Certain amenities appropriate for residential uses such as open green space, landscaping, and outdoor recreation areas shall be provided in order to be generally consistent with other similar residential developments. Storm water run-off and soil erosion controls shall be established in accordance with city regulation. Building design shall be of an appropriate architectural design and utilize similar building materials compared to similar residential facilities in residential zoning districts. Signage shall be limited and of a size, height and scale normally allowed in typical residential neighborhoods. Commercial scale signage shall not be allowed for residential uses in commercial districts. Minimum required building and parking lot setbacks shall generally conform to those requirements specified in the R-4 district. However, these standards may be modified by the city council in consideration of special circumstances of the property in question. Lot area and density standards shall generally conform to standards outlined in the R-4 district. Construction of the proposed residential development must commence (i.e., city building permits secured) within one year following city council approval, or the original approval shall be void and the application shall be resubmitted to the planning and zoning commission and the city council, to review any changes in local conditions.
- c. Any local retail business or service establishment such as the following:
 1. Animal hospital or veterinary clinic, provided all phases of the business conducted upon the premises be within a building where noises and odors are not evident to adjacent properties.
 2. Antique shop.
 3. Apparel shop.
 4. Bakery whose products are sold only at retail and only on the premises.
 5. Financial institution.
 6. Barbershop or beauty parlor.
 7. Bicycle shop, sales and repair.
 8. Bookstore.
 9. Candy shops, where products are sold only at retail and only on the premises.

Item F.1.

10. Clothes cleaning and laundry pickup station.
11. Collection office of public utility.
12. Commercial parking lots for passenger vehicles in accordance with the provisions in subsections 29-177(d) and (e).
13. Dairy store, retail.
14. Dance or music studio.
15. Drapery shop.
16. Drugstore.
17. Filling station.
18. Florist and nursery shop, retail.
19. Fruit and vegetable market.
20. Furniture store.
21. Gift shop.
22. Grocery and delicatessen.
23. Hardware store.
24. Hobby shop.
25. Household appliances, sales and repair.
26. Ice storage and distributing station of not more than five-ton capacity.
27. Jewelry shop.
28. Key shop.
29. Landscape gardener.
30. Launderette.
31. Locker plant for storage and retail sales only.
32. Music store.
33. Paint and wallpaper store.
34. Post office substation.
35. Photographic studio.
36. Radio and television sales and service.
37. Restaurant, cafe and soda fountain.
38. Shoe repair shop.
39. Sporting goods store.
40. Tailor shop.
41. Theaters.
42. Variety store.

- d. Business or professional offices and the like, supplying commodities or performing services primarily for residents of the neighborhood.

(2) *Accessory uses.*

- a. The following accessory uses are permitted in a C-1 district in which the contiguous area of such C-1 district is ten acres or less:
 - 1. Accessory uses permitted in the R-4 district.
 - 2. Storage of merchandise incidental to the principal use, but not to exceed 40 percent of the floor area used for such use.
- b. The following accessory uses are permitted in a C-1 district in which the contiguous area of such C-1 district is more than ten acres:
 - 1. Accessory uses permitted in the R-4 district.
 - 2. Storage of merchandise incidental to the principal use, but not to exceed 40 percent of the floor area used for such use.

(3) *Height regulations.* No building shall exceed two stories or 35 feet in height, whichever is lower.

(4) *Lot area, frontage and yards.* Minimum lot area, lot frontage and yard requirements for the C-1 commercial district shall be as follows:

Use	Lot Area	Lot Width	Lot Area per Unit	Front Yard Depth ¹	Side Yard Width		Rear Yard Depth
					Least Width on Any One Side	Minimum Sum of Both Side Yards	
Dwellings				Same as specified in the R-4 district			
Motels and auto courts				Same as specified in the R-4 district			
Mobile home parks	5 acres	100 ft.	3,500 sq. ft. per unit	25 ft.	25 ft. ²	50 ft.	25 ft. ²
Other permitted uses				25 ft.	None required except when adjoining any R district, in which case not less than 10 ft.		No less than 10 feet

¹ The front yard depth of any lot abutting on a major street shall be measured from the proposed right-of-way lines as shown on the official major street plan.

² Where the adjoining land use (existing or permitted) is a nonresidential use, visual barriers of a size and character to ensure reasonable privacy and visual appeal (e.g., solid or louvered fencing, or open fencing with appropriate planting) shall be provided at a distance of not less than 20 feet from the nearest unit by the park developers.

Sec. 29-150. - C-2 commercial district.

In the C-2 commercial district, the following provisions, regulations and restrictions shall apply:

(1) *Principal permitted uses.* Principal permitted uses are as follows:

- a. Any use permitted in the C-1 district.

Item F.1.

- b. Animal hospitals, veterinary clinics or kennels; provided any exercising runway shall be at least 200 feet from any R district and 100 feet from any C-1 district boundary.
- c. Automobile, motorcycle, trailer and farm implement establishments for display, hire and sales, including sales lots, including as incidental to these major uses all repair work in connection with their own and customers' vehicles, but not including uses in which the major source of revenue is from body and fender work. In addition, this subsection shall not be construed to include automobile, tractor or machinery wrecking and rebuilding and used parts yards.
- d. Ballrooms and dancehalls.
- e. Billiard parlors and pool halls.
- f. Bookbinding.
- g. Bowling alleys.
- h. Carpenter and cabinet shops.
- i. Clothes dry cleaning and dyeing establishments using flammable cleaning fluids with a flash point higher than 100 degrees Fahrenheit.
- j. Commercial baseball fields, swimming pools, skating, golf driving ranges or similar open air recreational uses and facilities.
- k. Drive-in eating and drinking establishments, summer gardens and roadhouses, including entertainment and dancing, provided the principal building is distant at least 100 feet from any R district.
- l. Laundries.
- m. Lawn mower repair shops.
- n. Lumberyards, retail, but not including any manufacturing or fabricating for wholesale operations.
- o. Monument sales yards.
- p. Offices, business and professional.
- q. Pet shops, including sales of aquariums.
- r. Plumbing and heating shops.
- s. Printing shops, not to include more than two 12-inch by 18-inch job presses.
- t. Sheet metal shops.
- u. Sign painting shops.
- v. Taverns and restaurants.
- w. Mobile home parks.
- x. Used auto sales lots or any similar use.
- y. Photo processing establishments using flammable fluids with a flash point higher than 100 degrees Fahrenheit and utilizing a floor area no longer than 20,000 square feet.
- z. Residential uses subject to review by the planning and zoning commission and approval by the city council of a development site plan and other required elements as specified herein. A development site plan must be submitted which clearly illustrates the proposed residential facility, on-site parking, building setbacks and prevailing topography along with an illustration

of surrounding land uses, roadways, streets and utility services within 200 feet of the development site. The proposed residential use must be in conformance with standards of the comprehensive plan and recognized principles of civic design, land use planning and landscape architecture. The commission and city council shall consider the appropriateness of the residential use with respect to considerations for protection and preservation of existing commercial zoning districts for commercial uses in the city. In addition, provisions for adequate access for vehicles and pedestrians, including sidewalk provision, shall be clearly illustrated and provided. Impacts upon local municipal services such as sanitary sewer, storm sewer and other utility needs shall be considered. Certain amenities appropriate for residential uses such as open green space, landscaping, and outdoor recreation areas shall be provided in order to be generally consistent with other similar residential developments. Storm water run-off and soil erosion controls shall be established in accordance with city regulation. Building design shall be of an appropriate architectural design and utilize similar building materials compared to similar residential facilities in residential zoning districts. Signage shall be limited and of a size, height and scale normally allowed in typical residential neighborhoods. Commercial scale signage shall not be allowed for residential uses in commercial districts. Minimum required building and parking lot setbacks shall generally conform to those requirements specified in the R-4 district. However, these standards may be modified by the city council in consideration of special circumstances of the property in question. Lot area and density standards shall generally conform to standards outlined in the R-4 district. Construction of the proposed residential development must commence (i.e. city building permits secured) within one year following city council approval, or the original approval shall be void and the application shall be resubmitted to the planning and zoning commission and the city council, to review any changes in local conditions.

- aa. Mini-storage warehouse, upon site plan review and approval by the planning and zoning commission and city council of the City of Cedar Falls, Iowa. This use must conform to the standards of the comprehensive plan, recognized principles of civic design, land use planning and landscape architecture.

(2) *Accessory uses.* Permitted accessory uses are as follows:

- a. Accessory uses permitted in the C-1 district.
- b. Accessory uses and structures customarily incidental to any permitted principal uses.

(3) *Height regulations.* No building shall exceed three stories or 48 feet in height, whichever is lower.

(4) *Lot area, frontage and yards.* Minimum lot area, lot frontage and yard requirements for the C-2 commercial district shall be as follows:

Use	Lot Area	Lot Width	Lot Area per Unit	Front Yard Depth ¹	Side Yard Width		Rear Yard Depth
					Least Width on Any One Side	Minimum Sum of Both Side Yards	
Dwellings				Same as specified in the R-4 district			
Motels and auto courts				Same as specified in the R-4 district			
Mobile home parks	5 acres	100 ft.	3,500 sq. ft.	25 ft.	25 ft. ³	50 ft.	25 ft. ⁴
Other permitted uses				See footnote 2	None, except when adjacent to an R district, in which case not less than		⁵

Item F.1.

					10 ft.	
--	--	--	--	--	--------	--

¹ The front yard depth of any lot abutting on a major street shall be measured from the proposed right-of-way lines as shown on the official major street plan.

² Where all the frontage on one side of the street between two intersecting streets is located in the C-2 commercial district, no front yard shall be required unless a front yard setback is required to meet a proposed right-of-way line. Where the frontage on one side of the street between two intersecting streets is located in the C-2 commercial district, and a C-1 commercial or R residence district, one-half of the front yard requirements of the C-1 commercial or R residential districts shall apply to the C-2 commercial district. Where a lot is located at the intersection of two or more streets, the front yard requirements stated shall apply to each street side of the corner lot, except that the buildable width of such lot shall not be reduced to less than 28 feet. No accessory building shall project beyond the front yard line on either street.

³ Where a mobile home park has frontage on more than one street, the required front yard depth shall be maintained from all streets.

⁴ Where the adjoining land use (existing or permitted) is a nonresidential use, visual barriers of a size and character to ensure reasonable privacy and visual appeal (e.g., walls, solid or louvered fencing, or open fencing with appropriate planting) shall be provided at a distance not less than 20 feet from the nearest unit by the park developers.

⁵ No requirement except when adjoining an R District in which case not less than 10 feet.

Sec. 29-151. - C-3 commercial district.

In the C-3 commercial district, the following provisions, regulations and restrictions shall apply:

(1) *Principal permitted uses.* Principal permitted uses are as follows:

- a. Any use permitted in the C-2 commercial district.
- b. Automobile body or fender repair shop.
- c. Department store.
- d. Exterminator sales.
- e. Lumberyards or building material sales yards.
- f. Manufacture or treatment of products clearly incidental to the conduct of a retail business conducted on the premises.
- g. Office buildings.
- h. Printing or publishing houses.
- i. Storage warehouse or business.
- j. Tire shop, including vulcanizing and retreading.
- k. Wholesale warehouse or business.

- i. Residential uses subject to review by the planning and zoning commission and approval by the city council of a development site plan and other required elements as specified herein. A development site plan must be submitted which clearly illustrates the proposed residential facility, on-site parking, building setbacks and prevailing topography along with an illustration of surrounding land uses, roadways, streets and utility services within 200 feet of the development site. The proposed residential use must be in conformance with standards of the comprehensive plan and recognized principles of civic design, land use planning and landscape architecture. The commission and city council shall consider the appropriateness of the residential use with respect to considerations for protection and preservation of existing commercial zoning districts for commercial uses in the city. In addition, provisions for adequate access for vehicles and pedestrians, including sidewalk provision, shall be clearly illustrated and provided. Impacts upon local municipal services such as sanitary sewer, storm sewer and other utility needs shall be considered. Certain amenities appropriate for residential uses such as open green space, landscaping, and outdoor recreation areas shall be provided in order to be generally consistent with other similar residential developments. Storm water run-off and soil erosion controls shall be established in accordance with city regulation. Building design shall be of an appropriate architectural design and utilize building materials compared to similar residential facilities in residential zoning districts. Signage shall be limited and of a size, height and scale normally allowed in typical residential neighborhoods. Commercial scale signage shall not be allowed for residential uses in commercial districts. Minimum required building and parking lot setbacks shall generally conform to those requirements specified in the R-4 district. However, these standards may be modified by the city council in consideration of special circumstances of the property in question. Lot area and density standards shall generally conform to standards outlined in the R-4 district. In the case of a redevelopment of the site, a density bonus may be considered up to one unit per 450 square feet and a maximum height of four stories, provided the total number of bedrooms is no more than what would be permitted when the base density standards of the R-4 district are applied. To determine the base number of bedrooms, multiply the number of units by four. Construction of the proposed residential development must commence (i.e., city building permits secured) within one year following city council approval, or the original approval shall be void and the application shall be resubmitted to the planning and zoning commission and the city council, to review any changes in local conditions.
- (2) *Accessory uses.* Permitted accessory uses are accessory uses permitted in the C-2 district.
- (3) *Height regulations.* No building shall exceed the cubical content of a prism having a base equal to the area of the lot and a height equal to 165 feet or three times the width of a street on which it faces, whichever is the greater; provided, however, that a tower not to exceed 20 percent of the lot area may be constructed without reference to the limitations set out in this subsection.
- (4) *Lot area, frontage and yards.* Minimum lot area, lot frontage and yard requirements for the C-3 commercial district shall be as follows:

Use	Lot Area	Lot Width	Lot Area per Unit	Front Yard Depths ¹	Side Yard Width	
					Least Width on Any One Side	Minimum Sum of Both Side Yards
Dwellings					Same as specified in the R-4 district	
Mobile home parks					Same as specified in the C-2 district	

Item F.1.

Motels and auto courts			Same as specified in the R-4 district			
Other permitted uses					None, except when adjacent to an R district, in which case not less than 15 ft.	None, except when abutting an R district, in which case not less than 25 ft.
¹ None required unless fronting on the proposed right-of-way of a thoroughfare shown on the official major street plan, in which case the building setback line shall be the proposed right-of-way line.						

Sec. 29-152. - M-1 light industrial district.

In the M-1 light industrial district, the following provisions, regulations and restrictions shall apply:

(1) *Principal permitted uses.* Permitted principal uses are as follows:

- a. Any use permitted in the C-3 district, except that no occupancy permit shall be issued for any dwelling, school, hospital, clinic or other institution for human care, except where incidental to a permitted principal use.
- b. Automobile assembly.
- c. Bag, carpet and rug cleaning; provided necessary equipment is installed and operated for the effective precipitation or recovery of dust.
- d. Bakeries, other than those whose products are sold at retail only on the premises.
- e. Welding or other metalworking shops, excluding shops with drop hammers and the like.
- f. Contractor's equipment storage yard or plant, or rental of equipment commonly used by contractors, storage and sale of livestock, feed or fuel, provided dust is effectively controlled, and storage yards for vehicles of a delivery or draying service.
- g. Carting, express, hauling or storage yards.
- h. Circus, carnival or similar transient enterprises, provided such structures or buildings shall be at least 200 feet from any R district.
- i. Coal, coke or wood yard.
- j. Concrete mixing and concrete products manufacture.
- k. Cooperage works.
- l. Creamery, bottling works, ice cream manufacturing (wholesale), ice manufacturing and cold storage plant.
- m. Enameling, lacquering or japanning.
- n. Foundry casting lightweight nonferrous metals, or electric foundry not causing noxious fumes or odors.
- o. Flammable liquids, underground storage only, not to exceed 25,000 gallons, if located not less than 200 feet from any R district.

- p. Junk, iron or rags, storage or baling, where the premises upon which such activities are conducted are wholly enclosed within a building, wall or fence not less than six feet in height, completely obscuring the activity, but not including automobile, tractor or machinery wrecking or used parts yards.
 - q. Laboratories, experimental, film or testing.
 - r. Livery stable or riding academy.
 - s. Machine shop.
 - t. Manufacture of musical instruments and novelties.
 - u. Manufacture or assembly of electrical appliances, instruments and devices.
 - v. Manufacture of pottery or other similar ceramic products, using only previously pulverized clay and kilns.
 - w. Manufacture and repair of electric signs, advertising structures and sheetmetal products, including heating and ventilating equipment.
 - x. Milk distributing station, other than a retail business conducted on the premises.
 - y. Sawmill or planing mill, including manufacture of wood products not involving chemical treatment.
 - z. The manufacturing, compounding, processing, packaging or treatment of cosmetics, pharmaceuticals and food products except fish and meat products, cereals, sauerkraut, vinegar, yeast, stock feed, flour and the rendering or refining of fats and oils.
 - aa. The manufacture, compounding, assembling or treatment of articles or merchandise from previously prepared materials such as bone, cloth, cork, fibre, leather, paper, plastics, metals or stones, tobacco, wax, yarns and wood.
- (2) *Accessory uses.* Permitted accessory uses are as follows:
- a. Any accessory uses permitted in the C-3 commercial district.
 - b. Any accessory uses customarily accessory and incidental to a permitted principal use.
- (3) *Required conditions.* No use shall be permitted to be established or maintained which by reason of its nature or manner of operation is or may become hazardous, noxious or offensive owing to the emission of odor, dust, smoke, cinders, gas, fumes, noise, vibrations, refuse matter or water-carried waste.
- (4) *Height regulations.* No building shall exceed the cubical content of a prism having a base equal to the buildable area of the lot and a height of 75 feet, or 1½ times the width of the street on which it faces, whichever is the least.
- (5) *Lot area, frontage and yards.* Minimum lot area, lot frontage and yard requirements for the M-1 light industrial district shall be as follows:

Use	Lot Area	Lot Width	Lot Area Per Unit	Front Yard Depth ¹	Side Yard Width	Rear Yard Depth
Dwellings				Same as specified in the R-4 district		
Mobile home parks				Same as specified in the C-2 district		
Motels and				Same as specified in the R-4 district		

Item F.1.

auto courts						
Other permitted uses				25 ft.	None required except when adjacent to an R district, in which case not less than 25 ft.	25 ft. ²

¹ The front yard depth of any lot abutting on a major street shall be measured from the proposed right-of-way lines as shown on the official major street plan.

² For every additional foot the front yard depth is increased over 25 feet, the rear yard may be decreased in direct proportion thereto, but in no case shall the rear yard be less than eight feet; and, in addition, if any portion of this rear yard area is used for an enclosed off-street loading space, the area above such an enclosure may be used for building purposes.

Sec. 29-153. - M-2 heavy industrial district.

In the M-2 heavy industrial district, the following provisions, regulations and restrictions shall apply:

- (1) *Principal permitted uses.* A building or premises may be used for any purpose whatsoever except those listed in subsections (1)a., b. and c. of this section:
 - a. No occupancy shall be issued for any use in conflict with any ordinance of the city or law of the state regulating nuisances.
 - b. No occupancy permit shall be issued for any dwelling, school, hospital, clinic or other institution for human care, except where incidental to a permitted principal use.
 - c. No occupancy permit shall be issued for any of the following uses until and unless the location of such use and suitable enclosure shall have been authorized by the city council after report by the fire operations division and zoning commissioner:
 1. Abattoirs and slaughterhouses or stockyards.
 2. Acid manufacture or wholesale storage of acids.
 3. Automobile, tractor or machinery wrecking and used parts yards.
 4. Cement, lime gypsum or plaster of paris manufacture.
 5. Distillation of bones.
 6. Explosive manufacture or storage.
 7. Fat rendering.
 8. Fertilizer manufacture.
 9. Garbage, offal or dead animal reduction or dumping.
 10. Gas manufacture and cylinder recharging.
 11. Glue, size or gelatine manufacture.
 12. Petroleum or its products, refining or wholesale storage.

- 13. Rubber goods manufacture.
- 14. Sand or gravel pits.
- 15. Smelting of tin, copper, zinc or iron ores.
- 16. Transmitting stations.
- 17. Waste paper yard.
- 18. Wholesale storage of gasoline.

(2) *Required conditions.*

- a. The best practical means known for the disposal of refuse matter or water-carried waste and the abatement of obnoxious or offensive odor, dust, smoke, gas, noise or similar nuisances shall be employed.
- b. All principal buildings and all accessory buildings or structures, including loading and unloading facilities, shall be located at least 200 feet from any R district and not less than 100 feet from any other district except an M-1 district.

(3) *Height regulations.* No structure shall exceed in height the distance measured to the centerline of the nearest street from any portion of the proposed building or structure.

(4) *Yards.* Minimum yard requirements for the M-2 heavy industrial district shall be as follows:

Use	Front Yard Depth ¹	Side Yard Width	Rear Yard Depth
Permitted uses	25 ft.	None required except when adjacent to an R district, in which case not less than 200 ft.	40 ft.

¹ The front yard depth of any lot abutting on a major street shall be measured from the proposed right-of-way lines as shown on the official major street plan.

Sec. 29-154. - MP planned industrial district.

In the MP planned industrial district, the following provisions, regulations and restrictions shall apply:

- (1) *Purpose.* The purpose of this section is to permit the establishment of industrial parks and to provide for the orderly planned growth of industries in larger portions of land. The district shall normally contain lots not less than ten acres in size, and may not be further subdivided into less than one-half-acre lots. It is also intended that such industrial districts be developed to maximize the potentials of industrial areas and at the same time minimize any adverse effects upon adjacent properties in other zoning districts.
- (2) *Principal permitted uses.* Principal permitted uses are as follows:
 - a. In the M-1,P planned light industrial district, any use permitted in the M-1 light industrial district except the following:
 - 1. Contractor's equipment storage yard or plant or rental of equipment commonly used by contractors, or storage and sale of livestock, feed or fuel.

Item F.1.

2. Storage yards.
 3. Circuses, carnivals or similar transient enterprises.
 4. Coal, coke or wood yard.
 5. Concrete mixing or concrete products manufacture.
 6. Cooperage works.
 7. Storage of flammable liquids exceeding the amount necessary for normal operation and maintenance of a principal permitted use.
 8. Storage or baling of junk, iron or rags.
 9. Livery stable or riding academy.
 10. Sawmill or planing mill.
- b. In the M-2,P planned heavy industrial district, any use permitted in the M-2 heavy industrial district.
- (3) *Procedure for establishment and approval.*
- a. *Establishment of zoning district.* A zoning district plan shall be provided indicating location and boundaries and providing as many details as are available. This plan shall be submitted for approval to the planning and zoning commission and the city council in accordance with subsection 29-4(b).
 - b. *Approval of development plan.* Prior to development of all or a portion of the district, a development plan for that specific portion shall be approved by the planning and zoning commission and city council.
 1. The development plan shall include the following information: The relation of the portion to be developed to the overall zoning district, internal street location and lines, lot sizes, railroad tracks and right-of-way, and proposed sanitary and storm sewer lines and water and power facilities.
 2. Front building setback lines shall not be less than 25 feet, except that there shall be 35-foot setbacks from arterial streets as identified upon the major thoroughfare map. Such yards shall be landscaped with trees, shrubs or grass in such a manner as to reflect the intent of an industrial park. Offstreet parking lots may be permitted in such yard areas, provided that they extend no closer than 25 feet to property lines abutting arterial streets. No outdoor storage shall be permitted within the identified front yard areas. All yards on the perimeter of the development plan abutting an A-1, R-1, R-2, R-3, R-4, R-5 or R-P zoning district shall maintain a 40-foot landscaped strip of trees, shrubs or grass, free of buildings and storage areas.
 3. If applicable, the development plan must conform with the requirements and regulations of the state department of natural resources.
 4. In considering the development plan, the planning and zoning commission shall review restrictive covenants and the landowner's agreement.
 - c. *Implementation of development plan.* A copy of the development plan required under subsection (3)b. of this section, upon approval by the planning and zoning commission and the city council, shall be filed with the zoning administrator and maintained as a permanent part of the records of the city. No building permit shall be issued for any building or structure unless the location and use are in substantial conformance with the plan on file.

- d. *Change and modification of plan.*
 - 1. *Major.* All changes, modifications and amendments to the development plan required for M-P development, deemed to be substantial by the planning and zoning staff after city approval of such plan, shall be resubmitted and considered in the same manner as originally required. Examples of major changes include but are not limited to the following: street realignment, reconfiguration of lots and revisions to storm or sanitary sewer designs.
 - 2. *Minor.* Minor changes, modifications or amendments to the development plan required for M-P development shall be administratively reviewed by the planning and zoning staff. If the change is deemed insignificant in nature, the staff may recommend to the council that the change be approved without the benefit of a mandatory review before the planning and zoning commission. The council may approve such change, or may determine that the magnitude of the change is significant in nature and require that the development plan be resubmitted and considered in the same manner as originally required.
- (4) *Site requirements.*
 - a. Outdoor storage shall be permitted only when related to a permitted principal use and only when storage areas are suitably screened. Maximum height of outdoor storage shall be 20 feet and shall not exceed the height of the screen. Outdoor storage shall be located inside the required yard areas and not within 200 feet of a residence district (R-1, R-2, R-3, R-4 or R-P).
 - b. All landscaped areas shall be maintained in such a manner as to reflect the intent of an industrial park.
 - c. Loading docks or doors shall be located 115 feet from the perimeter property line of the development plan. Yard areas must be adequate to accommodate movement of trucks and other vehicles within property boundaries and off landscaped areas. Loading docks and overhead doors may be located on any side of the building, but all loading, parking and backing areas shall be inside the property line and shall be subject to the approval of the zoning administrator and city engineer.
 - d. Building height within an M-1,P area shall not exceed 45 feet, and building height within an M-2,P area shall not exceed 90 feet.
 - e. Parking area requirements shall meet the standards established in section 29-177.
- (5) *Lot area, yards and site coverage.* Requirements for lot area, yards and site coverage are as follows:
 - a. Minimum lot area: Two acres.
 - b. Maximum site coverage: 0.75.
 - c. Maximum floor ratio: 1.00.
 - d. Minimum front yard depth: 25 feet.
 - e. Least width on any one side: Ten feet.
 - f. Minimum rear yard depth: Ten feet.
 - g. In reviewing the development plan, the city council may, following the planning and zoning commission's recommendations, approve the inclusion of one-half-acre lots in all or a portion of the development plan. Acceptance of the one-half-acre minimum lot area shall be in accordance with recognized principles of civil design, land use planning and landscape architecture.

Item F.1.

- h. The rear yard shall not be less than 30 feet where the proposed use adjoins a residence district (R-1, R-2, R-3, R-4, R-5 or R-P).

Sec. 29-155. - F-W floodway overlay district.

- (a) *Principal permitted uses.* The following uses shall be permitted within the F-W floodway district to the extent they are not prohibited by other provisions of this chapter or of this Code, or the underlying zoning district, and provided they do not require placement of structures, factory-built homes, fill or other obstruction, the storage of materials or other equipment, excavation or alteration of a watercourse:
 - (1) Agricultural uses such as general farming, pasture, grazing, outdoor plant nurseries, horticulture, viticulture, truck farming, forestry, sod farming and wild crop harvesting.
 - (2) Industrial-commercial uses such as loading areas, parking areas and airport landing strips.
 - (3) Private and public recreational uses such as golf courses, tennis courts, driving ranges, archery ranges, picnic grounds, boat launching ramps, swimming areas, parks, wildlife and nature preserves, game farms, fish hatcheries, shooting preserves, target ranges, trap and skeet ranges, hunting and fishing areas and hiking and horse riding trails.
 - (4) Residential uses such as lawns, gardens, parking areas and play areas.
 - (5) Other open space uses similar in nature to the uses listed in this subsection.
- (b) *Conditional uses.* The following uses, which involve structures (temporary or permanent), fill, storage of materials or other equipment, may be permitted only upon issuance of a special exception permit by the board of adjustment, and then only to the extent they are not prohibited by other provisions of this section or of this Code or the underlying zoning district. Such uses must also meet the applicable provisions of the floodway district performance standards:
 - (1) Uses or structures accessory to open space uses.
 - (2) Circuses, carnivals and similar transient amusement enterprises.
 - (3) Drive-in theaters, new and used car lots, roadside stands, signs and billboards.
 - (4) Extraction of sand, gravel and other material.
 - (5) Marinas, boat rentals, docks, piers and wharves.
 - (6) Utility transmission lines and underground pipelines.
 - (7) Other uses similar in nature to the principal permitted and conditional uses described in this section which are consistent with the floodway district performance standards and the general spirit and purpose of this chapter.
- (c) *Performance standards.* All floodway district uses allowed as a principal permitted or conditional use shall meet the following standards:
 - (1) No use shall be permitted in the floodway district that would result in any increase in the 100-year (1%) flood level. Consideration of the effects of any development on flood levels shall be based upon the assumption that an equal degree of development would be allowed for similarly situated lands.
 - (2) All uses within the floodway district shall:
 - a. Be consistent with the need to limit flood damage.
 - b. Use construction methods and practices that will limit flood damage.

- c. Use construction materials and utility equipment that are resistant to flood damage.
- (3) No use shall affect the capacity or conveyance of the channel or floodway or any tributary to the main stream, drainage ditch or any other drainage facility or system.
 - (4) Structures, buildings and sanitary and utility systems, if permitted, shall meet the applicable performance standards of the floodway fringe district and shall be constructed or aligned to present the minimum possible resistance to flood flows.
 - (5) From and after January 1, 2010, there shall be no construction of any new building or structure (temporary or permanent) of any type whatsoever, anywhere within the floodway overlay district in the city, including but not limited to new detached garages, storage buildings, or other accessory structures.
 - (6) From and after January 1, 2010, there shall be no restoration or reconstruction of any previously existing nonconforming building or structure located in the floodway overlay district that suffers damage to the extent of fifty percent (50%) or more of its fair market value at the time of damage of any origin, including but not limited to, fire, flood, tornado, storm, explosion, war, riot or act of God, unless permitted upon issuance of a variance and a special exception permit by the board of adjustment, in accordance with the provisions of sections 29-34 and 29-35 of this chapter.
 - (7) Any restoration or reconstruction of any building or structure located in the floodway overlay district that suffers damage to the extent of less than fifty percent (50%) of its fair market value at the time of damage of any origin, including but not limited to fire, flood, tornado, storm, explosion, war, riot or act of God, may be restored or reconstructed without issuance of a variance or a special exception permit by the board of adjustment, and then only as follows:
 - [a.] May commence only upon issuance of a valid building permit issued by the city;
 - [b.] Must not allow any fill material to be used or placed on the lot in connection with the elevation and reconstruction of such building or structure; and
 - [c.] Must comply in all other respects with all applicable city building codes in effect at the time of reconstruction;
 - [d.] Such restoration, rebuilding or reconstruction shall not allow any building addition or expansion without obtaining a variance or special exception permit from the board of adjustment.
 - [e.] Any addition or expansion to an existing building or structure located in the floodway shall not be allowed, unless permitted upon issuance of a variance and special exception permit by the board of adjustment, in accordance with Sections 29-34 and 29-35 of this chapter.
 - (8) Buildings, if permitted, shall have a low flood damage potential and shall not be utilized for human habitation.
 - (9) Storage of materials or equipment that is buoyant, flammable, explosive or injurious to human, animal or plant life is prohibited. Storage of other material may be allowed if readily removable from the floodway district within the time available after flood warning.
 - (10) Stream, watercourse, drainage channel or other water channel embankment stabilization, filling, alterations or relocations, including removal of vegetation, must be designed to maintain the flood-carrying capacity within the altered area, and shall not be allowed or undertaken without all required permits from and approvals by the state department of natural resources, and shall not proceed without approval of the city planner and oversight by the city engineer.
 - (11) Any fill allowed in the floodway must be shown to have some beneficial purpose and shall be limited to the minimum amount necessary.

Item F.1.

(12) Pipeline river or stream crossings shall be buried in the streambed and banks or otherwise sufficiently protected to prevent rupture due to channel degradation and meandering or due to the action of flood flows.

(13) Recreational vehicles placed on sites within the Floodway District shall either:

- a. Be on site for fewer than 180 consecutive days.
- b. Be fully licensed and ready for highway use.

A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by disconnect type utilities and security devices, and has no permanent attached additions.

Editor's note— Ord. No. 2750, § 7, adopted July 11, 2011, repealed § 29-155, in its entirety and enacted new provisions to read as herein set out. Prior to amendment, § 29-155 pertained to similar subject matter. See Code Comparative Table for derivation.

Sec. 29-156. - F-F floodway fringe overlay district.

- (a) Except as otherwise expressly provided in this section, development shall be allowed in the floodway fringe overlay district only on lots of record as defined in this chapter which were in existence prior to January 1, 2010.
- (b) The floodway fringe overlay district shall include and incorporate both the 100-year (1%) and 500-year (0.2%) flood boundaries as illustrated on the official floodplain zoning maps. The elevation of the regulatory flood shall be considered to be the 500-year (0.2%) flood elevation. Flood insurance policies and insurance rates may continue to be evaluated and established based on federal and state laws and regulations. For all other city flood regulatory purposes, however, the regulatory elevation shall be the 500-year flood elevation.
- (c) No new lots shall be established within the 500-year flood boundaries after January 1, 2010, unless the newly created lot has a floodplain buildable area outside of the 500-year flood boundary, provided further, that the 500-year floodplain does not encompass more than 25 percent of the newly created lot. All building lots which have been properly established under state law and this Code, filed with the county recorder and approved by the county auditor, all prior to January 1, 2010, shall be considered to be lots of record. A lot of record which is in existence on January 1, 2010, may be diminished in size via subdivision if the newly-created lot being separated from the existing lot has a floodplain buildable area outside of the 500-year flood boundary, provided further, that the diminished original lot of record will not be permitted a replacement or new structure constructed thereon if that structure is located within the 500-year floodplain boundaries. An existing structure located on the original lot of record, if located within the 500-year floodplain, will be allowed to be maintained, upgraded, enlarged or replaced in conformance with this Code.
- (d) Critical facilities shall be located outside the 500-year floodplain boundaries. Critical facilities shall include but not be limited to hospitals, municipal government buildings, schools and residential facilities for elderly or infirmed/handicapped persons. The restriction on critical facilities shall not apply to structures required to be located in low-lying areas such as streets and roadways, bridges, culverts, waste water treatment facilities or sanitary sewer lift stations.
- (e) *Performance standards.* All uses must be consistent with the need to limit flood damage to the maximum practicable extent, and shall meet the following applicable performance standards:
 - (1) All new development on lots of record in existence prior to January 1, 2010, must comply with all required standard flood protection measures, and must meet the following requirements:
 - a. May commence only upon issuance of a valid building permit issued by the city;

- b. Any open areas underneath the lowest floor shall be floodable in order to allow the unimpeded free flow of flood waters, in conformity with the requirements of subsections (e)(7)(a)(1) through (4), inclusive; and
 - c. Must comply in all other respects with all applicable city building codes in effect at the time of reconstruction.
- (2) Any existing building or structure located in the floodway fringe that suffers damage to the extent of less than fifty percent (50%) of its fair market value from any origin including, but not limited to, fire, flood, tornado, storm, explosion, war, or act of God, may be reconstructed at its existing elevation, without issuance of a variance or special exception permit, if the reconstructed structure meets the following requirements:
- a. May commence only upon issuance of a valid building permit issued by the city; and
 - b. Must comply in all other respects with all applicable city building codes in effect at the time of reconstruction.
- (3) Any existing building or structure that is substantially damaged, may be reconstructed if the reconstructed structure meets all required standard flood protection measures, including but not limited to elevating the structure to a level such that the lowest floor is established one (1) foot above the 500-year flood level, and is constructed either on elevated foundations, piers or similar elevated techniques that are in compliance with then applicable city building code requirements, or using fill which meets the requirements of this section, and which meets the following requirements:
- a. May commence only upon issuance of a valid building permit issued by the city;
 - b. Any enclosed building areas underneath the lowest floor shall be floodable in order to allow the unimpeded free flow of flood waters, in conformity with the requirements of subsections (e)(7)(a)(1) through (4), inclusive; and
 - c. Must comply in all other respects with all applicable city building codes in effect at the time of reconstruction.
- (4) All structures shall be:
- a. Adequately anchored to prevent flotation, collapse or lateral movement of the structure.
 - b. Constructed with materials and utility equipment resistant to flood damage to the maximum practicable extent.
 - c. Constructed by methods and practices that limit flood damage to the maximum practicable extent.
- (5) Any new, substantially improved or substantially damaged residential structure, that is to be established or reconstructed as authorized in this chapter, shall have the lowest floor, including basement, elevated a minimum of one foot above the 500-year flood level. Construction may be upon limited amounts of compacted fill which shall, at all points, be no lower than one foot above the 0.2% (500-year) flood level unless the necessary amount of fill to satisfy this requirement exceeds allowable fill heights specified in subsection (e)(8)(b), and shall extend at such elevation at least 18 feet beyond the limits of any structure erected thereon. Alternate methods of elevating, such as piers or elevated foundations, may be allowed where existing topography, street grades or other compelling factors preclude elevating by the use of compacted fill material. In all such cases, the methods used for structural elevation must be adequate to support the structure as well as withstand the various forces and hazards associated with flooding as verified by a structural engineer.

Item F.1.

- (6) Any new, substantially improved or substantially damaged nonresidential structure, that is to be established or reconstructed as authorized in this chapter, shall have the lowest floor, including basement, elevated a minimum of one foot above the 500-year flood level. Construction may be upon limited amounts of compacted fill which shall, at all points, be no lower than one foot above the 0.2% (500-year) flood level or, together with attendance utility and sanitary sewerage systems, be flood-proofed to such a level. When utilizing fill material, the amount placed on the site shall be in conformance with subsection (e)(8)(b). When flood-proofing is utilized, a professional engineer registered in the state of Iowa shall certify that the flood-proofing methods used are adequate to withstand the flood depths, pressures, velocities, impact and uplift forces and other factors associated with the 100-year and 500-year flood event, and that the structure established below the 500-year flood elevation level, is watertight with walls substantially impermeable to the passage of water. A record of certification, indicating the specific elevation, in relation to the North American Vertical Datum of 1988, to which any structures are flood-proofed, shall be maintained by the zoning/ floodplain administrator.
- (7) Any new, substantially improved or substantially damaged structure that is to be established or reconstructed as authorized in this chapter shall meet the following requirements:
- a. Fully enclosed areas below the lowest floor, not including basements, that are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. All said areas below the lowest floor shall be designed for low damage potential and shall not be habitable space. Such areas shall be used solely for parking of vehicles, building access and low damage potential storage. Machinery and service facilities (e.g. hot water heater, furnace, electrical service) contained in the enclosed area are located at least one (1) foot above the 500-year flood level.

Designs for meeting this requirement must either be certified by a registered professional engineer or meet or exceed the following minimum criteria:

1. A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.
 2. The bottom of all openings shall be no higher than one foot above natural grade.
 3. Openings may be equipped with screens, louvers, valves or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.
 4. Openings must be designed and installed so as to allow the natural entry and exit of floodwaters without the aid of any manual, mechanical or electrical systems either for operating the openings or assisting in the discharge of water from the lower area.
- b. Any new, substantially improved or substantially damaged structure that is being established or reconstructed as authorized in this chapter, must be designed or modified and adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.
 - c. Any new, substantially improved or substantially damaged structure that is being established or reconstructed must be constructed with electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities that are designed and located so as to prevent water from entering or accumulating within the components during conditions of flooding. All such facilities including heating, cooling and ventilating systems or ducts shall be located or installed at least one foot above the (0.2%) 500-year flood level.
- (8) Filling in the floodway fringe:

- a. Fill activities may be permitted in the floodway fringe overlay district upon approval by the city planner and city engineer. All fill application permits shall be valid for a period of six (6) months from date of issuance, may be renewed only upon filing of an application for renewal with the city planner, and then may only be renewed upon a showing of demonstrated progress towards completion of the fill activity. All fill application permits must be accompanied by a detailed plan describing the area to be filled, the estimated amount of fill to be used and the purpose of the fill project. Elevation and topographic data must also be submitted by a professional engineer registered in the State of Iowa that illustrates changes in the topography and estimated impacts upon local flood flows. No fill project shall fill in or obstruct any local drainage channels without an alternative drainage plan design, and shall limit soil erosion and water run-off onto adjacent properties to the maximum practicable extent, and in compliance with the NPDES standards contained in Chapter 27 of this code. Except as provided in subsections (e)(8)(f) and (g), adjacent property owners shall be identified and notified of the fill project by the applicant with proof of notification provided to the city planner. Any fill project must be designed to limit negative impacts upon adjacent property owners during flood events to the maximum practicable extent.
- b. The amount of allowable fill must not increase the existing natural grade of the property, by more than three (3) vertical feet at any point, and shall be placed on no more than 33.33% of the total three (3) vertical feet lot area.
- c. Where fill is authorized under this chapter, any fill placed on a lot of record must be mitigated by removal of an equal volume of fill material from a comparable elevation within the 500-year floodplain, in order to provide the hydraulic equivalent volume of fill removal as compared to the placement of fill on any single property located in the floodplain.
- d. The only portion of the property that may be filled is the area underneath the elevated structure, together with driveway access to the structure. In no case shall the maximum lot area of the property filled exceed 33.33 percent of the total area of the lot, and shall extend at least 18 feet from the outer foundation of the structure.
- e. If a new or reconstructed structure is to be elevated utilizing fill material, any required building elevation standard exceeding the 3-foot fill limitation as referenced in subsection (e)(8)(b) must be achieved through the use of elevated foundations, piers or similar structural elevation techniques that are in compliance with then applicable city building code requirements as certified by a structural engineer.
- f. Fill is allowed for property maintenance purposes in the floodway fringe area upon approval of the city planner. For purposes of this subsection, the term, "property maintenance purposes," shall mean landscaping, gardening or farming activities, erosion control, and filling in of washed-out sections of land. Property maintenance purposes shall only include the placement of such quantities of fill not to exceed the limitations specified herein and that do not inhibit the free flow of water. Said limited amounts of fill for property maintenance purposes need not be compensated by an equivalent amount of excavation area as specified in subsection (e)(8)(c) above.
- g. Filling on public property is prohibited in the floodway fringe district with the exception of property maintenance purposes of public facilities, upon approval of the city planner. Limited quantities of asphalt, concrete and yard waste may be temporarily stored in the floodway fringe district when said materials are being staged for further processing. Raw materials may be stockpiled in the floodway fringe district when said materials are mined or excavated from a site in the floodway or floodway fringe.

Item F.1.

- (9) No floodplain map revisions (Letter of Map Revision-fill or LOMR-f) involving placement of fill or involving land alterations in the floodway fringe overlay district, even if otherwise approved by FEMA, shall be allowed after January 1, 2010, provided, however, that owners of properties in the floodway fringe who have applied for a LOMR and which were in the process of being approved as of January 1, 2010, shall be exempt from this prohibition.
- (10) Factory-built housing and factory-built structures shall meet the following requirements:
- a. Factory-built homes, including those placed in existing factory-built home parks or subdivisions, shall be anchored to resist flotation, collapse or lateral movement.
 - b. Factory-built housing and factory-built structures, including those placed in existing factory-built home parks or subdivisions, shall be elevated on a permanent foundation such that the lowest floor of the structure is a minimum of one foot above the 500-year flood level.
 - c. Openings shall be established in the lower area to allow the natural entry and exit of floodwaters in compliance with subsections (e)(7)(a)(1) through (4).
- (11) Subdivisions, including factory-built home parks and subdivisions, shall meet the following requirements. Subdivisions shall be consistent with the need to limit flood damage to the maximum practicable extent, and shall have adequate drainage provided to reduce exposure to flood damage. Development associated with subdivision proposals shall meet the applicable performance standards. Subdivision proposals intended for residential development shall provide all lots with a means of vehicular access that is above the (0.2%) 500-year flood level.
- (12) Utility and sanitary systems shall meet the following requirements:
- a. All new and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the system as well as the discharge of effluent into floodwaters. Wastewater treatment facilities shall be provided with a level of flood protection equal to or greater than one foot above the 500-year flood elevation.
 - b. On-site waste disposal systems shall be located or designed to avoid impairment to the system or contamination from the system during flooding.
 - c. New or replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system. Water supply treatment facilities shall be provided with a level of protection equal to or greater than one foot above the 500-year flood elevation.
 - d. Utilities such as gas and electrical systems shall be located and constructed to minimize or eliminate flood damage to the system and the risk associated with such flood damaged or impaired systems.
- (13) Storage of materials and equipment that are flammable, explosive or injurious to human, animal or plant life is prohibited unless elevated a minimum of one foot above the 500-year flood level. Other material and equipment must either be similarly elevated or:
- a. Not be subject to major flood damage and be anchored to prevent movement due to floodwaters; or
 - b. Be readily removable from the area within the time available after flood warning.
- (14) Flood control structural works such as levees and floodwalls, shall provide, at minimum, protection from a 1% (100-year) flood with a minimum of three feet of design freeboard and shall provide for adequate interior drainage, or at such higher elevation as may be mandated by the state or federal government. In addition, structural flood control works shall be approved by the state department of natural resources.

- (15) No use shall affect the capacity or conveyance of the channel or any tributary to the main stream, drainage ditch or other drainage facility or system.
- (16) Detached garages and storage sheds and other detached accessory structures shall be allowed in the floodway fringe district with no minimum elevation requirement provided that all the following criteria are satisfied:
- a. The total combined floor areas of all such structures located on the lot does not exceed a total of 576 square feet in area.
 - b. The structures are not suitable for and shall not be used for human habitation.
 - c. The structures will be designed to have low flood damage potential.
 - d. The structures will comply with minimum required permanent openings as specified in subsections (d)(4)(a)(1) through (4).
 - e. The structures will be constructed and placed on the building site so as to limit resistance to the greatest practicable extent to the flow of floodwaters.
 - f. Structures shall be firmly anchored to prevent flotation, which may result in damage to other structures.
 - g. The structure's service facilities such as electrical, heating and ventilating equipment shall be elevated or floodproofed to at least one foot above the (.2%) 500-year flood level.
- (17) Recreational vehicles, if permitted in the underlying zoning district, are exempt from the requirements of this chapter regarding anchoring and elevation of factory built homes when the following criteria are satisfied:
- a. Be on site for fewer than 180 consecutive days.
 - b. Be fully licensed and ready for highway use.
- (18) Pipeline river or stream crossings shall be buried in the streambed and banks or otherwise sufficiently protected to prevent rupture due to channel degradation or due to action of flood flows.

A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by disconnect type utilities and security devices, and has no permanent attached additions.

Editor's note— Ord. No. 2750, § 8, adopted July 11, 2011, repealed § 29-156 and enacted new provisions to read as herein set out. Prior to amendment, § 29-156 pertained to similar subject matter. See Code Comparative Table for derivation.

Sec. 29-157. - F-P general floodplain overlay district.

- (a) *Principal permitted uses.* The following uses shall be permitted within the F-P general floodplain district to the extent they are not prohibited by any other ordinance or underlying zoning district and provided they do not require placement of structures, factory-built homes, fill or other obstruction, the storage of materials or equipment, excavation or alteration of a watercourse:
- (1) Agricultural uses such as general farming, pasture, grazing, outdoor plant nurseries, horticulture, viticulture, truck farming, forestry, sod farming and wild crop harvesting.
 - (2) Industrial-commercial uses such as loading areas, parking areas and airport landing strips.
 - (3) Private and public recreation uses such as golf courses, tennis courts, driving ranges, archery ranges, picnic grounds, boat launching ramps, swimming areas, parks, wildlife and nature

Item F.1.

preserves, game farms, fish hatcheries, shooting preserves, target ranges, trap and skeet ranges, hunting and fishing areas and hiking and horseback riding trails.

- (4) Residential uses such as lawns, gardens, parking areas and play areas.
- (b) *Conditional uses.* Any use which involves placement of structures, factory-built homes, fill or other obstructions, the storage of materials or equipment, excavation or alteration of a watercourse may be allowed only upon issuance of a special exception permit by the board of adjustment. All such uses shall be reviewed by the state department of natural resources to determine:
 - (1) Whether the land involved is either wholly or partly within the floodway or floodway fringe; and
 - (2) The 100-year or 500-year flood level.

The applicant shall be responsible for providing the state department of natural resources with sufficient technical information to make the determination.

- (c) *Performance standards.*
 - (1) All conditional uses or portions thereof to be located in the floodway, as determined by the state department of natural resources, shall meet the applicable provisions and standards of the floodway district.
 - (2) All conditional uses or portions thereof to be located in the floodway fringe, as determined by the state department of natural resources, shall meet the applicable standards of the floodway fringe district.
- (d) *Prohibited uses.* No structure located within the designated floodplain district may be subdivided or converted for the purpose of establishing a separate dwelling unit either wholly or partially below the 500-year flood elevation.

Editor's note— Ord. No. 2750, § 9, adopted July 11, 2011, repealed § 29-157 and enacted new provisions to read as herein set out. Prior to amendment, § 29-157 pertained to similar subject matter. See Code Comparative Table for derivation.

Sec. 29-158. - R-P planned residence district.

In the R-P planned residence district, the following provisions, regulations and restrictions shall apply:

- (1) *Purpose.* The purpose of the R-P planned residence district is to permit the establishment of multiuse and integrated use residential developments and to provide for the orderly planned growth of residential developments in larger tracts of land. The district shall normally be reserved for development of tracts not less than ten acres in size. It is also intended that such planned residence districts be designed and developed in substantial conformity with the standards of the comprehensive plan and with recognized principals of civic design, land use planning and landscape architecture. It is further intended that such planned residence districts be designed and developed to promote public health, safety, morals and general welfare, to reasonably prevent and minimize undue injury to adjoining areas and to encourage appropriate land use.
- (2) *Permitted uses.* Permitted uses are as follows:
 - a. Any use permitted in the R-4 residence district.
 - b. Any use permitted in the C-1 commercial district within the commercial area of the planned residence district.

- (3) *General standards.* The land usage, minimum lot area, yard, height and accessory uses shall be determined by the requirements set forth below, which shall prevail over conflicting requirements of this chapter or any other ordinance:
- a. There shall be no minimum yard or height requirements in a planned residence district except that minimum yards, as specified in the R-4 residence district, shall be provided around the boundaries of the planned residence district.
 - b. Uses along the project boundary lines that are less restrictive than R-4 uses shall not be in conflict with those allowed in adjoining or opposite property. To this end the city planning and zoning commission may require, in the absence of an appropriate physical barrier, that uses of at least intensity or a buffer of open space or screening be arranged along the borders of the project.
 - c. After final approval and zoning by the city council, a plan of the planned residence district, showing building lines, building locations, common land, streets, easements, utilities and other applicable items shall be filed with the zoning administrator and maintained as a permanent part of the records of the city. The applicant for the planned residence district may also record or file such plan in the office of the county recorder.
 - d. In their review of the plan, the city planning and zoning commission and city council may consider any deed restrictions or covenants entered into or contracted for by the developer concerning the use of common land or permanent open space. For purposes of this section, common land shall refer to land dedicated to the public use and to land retained in private ownership but intended for the use of the residents of the development unit or the general public.
 - e. No permit for any commercial structure or building shall be issued until at least 25 percent of the planned residence district in question is developed for residential uses.
- (4) *Land use and density requirements.*
- a. No more than 15 percent of the total area of the planned residence district may be used for commercial uses.
 - b. The lot area per unit in any one- and two-unit areas in the planned residence district shall be the same as in the R-4 residence district.
 - c. Lot area requirements in the multiple-unit area of the planned residence district shall be the same as in the R-4 residence district.
 - d. All density requirements shall be computed on a total area basis using private streets and drives, common open space, park areas, recreation areas and offstreet parking areas, as well as building site areas.
- (5) *Modifications to plans.*
- a. *Major.* All changes, modifications and amendments in the various plats and plans required for R-P development, deemed to be substantial by the planning and zoning staff after city approval of such plats and plans, shall be resubmitted and considered in the same manner as originally required. Examples of major changes include but are not limited to the following: land use changes, increased densities and street location or size.
 - b. *Minor.* Minor changes, modifications and amendments in the various plats and plans required for R-P development shall be administratively reviewed by the planning and zoning staff. If the change is deemed insignificant in nature, the staff may recommend to the council that the change be approved without the benefit of a mandatory review before the planning and zoning commission. The council may approve such change, or may determine that the magnitude of

Item F.1.

the change is significant in nature and require that the appropriate plat or plan be resubmitted and considered in the same manner as originally required. Changes pertaining to the location, construction or replacement of signs shall be administratively reviewed and approved by the planning and zoning staff. If the staff deems that the sign changes are significant in nature, it may submit the proposal to the council for review and approval.

Sec. 29-159. - HCG Highway corridor and greenbelt overlay zoning district.

- (a) *Boundaries.* The highway corridor greenbelt (HCG) overlay zoning district boundaries are shown on the HCG Master Plan and legally described in Attachments to ordinance number 2000. [Said attachments are not set out at length herein but are on file in office of the city.]
- (b) *Purpose and intent.* The purpose and intent of this section is to establish a greenbelt corridor overlay district or the orderly development of properties located within the HCG overlay district. The emphasis of the greenbelt overlay district is to regulate the development within the Highway 58 and Greenhill Road Corridor and the West Lake area in order to promote the health, safety and welfare of the citizens of Cedar Falls, Iowa. New structures, certain modifications to existing structures that require building permits and certain site improvements shall conform to this section. The provisions of this section shall apply in addition to any other zoning district regulations and requirements in which the land may be classified. In the case of conflict, the most restrictive provisions shall govern, except as otherwise expressly provided in this section.
- (c) *Definitions.* The following definitions shall apply only for the purposes of this section:
- (1) *Landscaped area.* An area not subject to vehicular traffic, which consists of living landscape material.
 - (2) *Vehicular use areas.* All areas subject to vehicular traffic including, but not limited to, accessways, driveways, loading areas, service areas, and parking stalls for all types of vehicles. This definition shall not apply to covered parking structures or underground parking lots.
 - (3) *Overstory tree.* A self-supporting woody plant having at least one well defined stem or trunk and normally attaining a mature height and spread of at least 30 feet, and having a trunk that may, at maturity, be kept clear of leaves and branches at least eight feet above grade.
 - (4) *Understory tree.* A self-supporting woody plant having at least one well defined stem or trunk and normally attaining a mature height and spread of less than 30 feet.
 - (5) *Shrub.* A woody or perennial plant with multiple stems.
 - (6) *Living landscape.* Low growing woody or herbaceous ground cover, turfgrasses, shrubs, and trees.
 - (7) *Screen.* An area of planting which provides an effective visual barrier. For a single row the screen shall consist of spruce, firs, or pines spaced at a maximum spacing of 15 feet or a double staggered row of spruce, firs, or pine spaced at a maximum spacing of 20 feet within each row; for arborvitae and juniper the spacing shall be a double staggered row with maximum spacing of ten feet within each row, or a single row with maximum spacing of six feet.
 - (8) *Parking strip.* That portion of city-owned property between the curb line, shoulder line or traveled portion of the roadway or alley and the private property line.
 - (9) *On-premise signs.* A sign on the same property as the activity it advertises.
 - (10) *Off-premise signs.* A sign not entirely on the same property as the activity it advertises.
- (d) *Administrative regulations.* The provisions of this section shall constitute the requirements for all zones that lie within the boundaries of the highway corridor greenbelt overlay district. This section shall apply to all new construction, a change in use, or the following alteration or enlargement:

- (1) In commercial or residential zones or for commercial or residential uses in those zones a ten percent increase in total area or 1,000 square feet, whichever is less.
- (2) For industrial uses in manufacturing zones, but not for any commercial or residential use in manufacturing zones, a 20 percent increase in total area or 3,000 square feet, whichever is less.

In addition to the above, this section shall also apply to all sites being developed for the provision of parking as a primary use or for any improvement which results in the provision of or an increase in parking.

Expansion of existing uses. For existing commercial and residential uses which will be expanding the following amounts of the ordinance requirements relating to total points and total landscape area shall be applied to the project dependent upon the total size of all additions since November 1, 1992:

<i>The lesser of:</i>	<i>Shall require that:</i>
10% - 20% addition or 1000 square feet	25% of ordinance requirements be provided
21% - 40% addition or 2000 square feet	50% of ordinance requirements be provided
41% - 50% addition or 2500 square feet	75% of ordinance requirements be provided
51% addition or 2501 square feet	100% of ordinance requirements be provided

For existing industrial uses which will be expanding the following amounts of the ordinance requirements relating to total points and total landscape area shall be applied to the project dependent upon the total size of all additions since November 1, 1992:

<i>The lesser of:</i>	<i>Shall require that:</i>
20% - 39% addition or 3,000 square feet	25% of ordinance requirements be provided
40% - 50% addition or 4,000 square feet	50% of ordinance requirements be provided
51% - 60% addition or 5,000 square feet	75% of ordinance requirements be provided
61% addition or 5,001 square feet	100% of ordinance requirements be provided

For projects as indicated above, no certificate of occupancy or building permit shall be issued unless such development project is found to be in conformance with this section.

(e) *Landscape requirements:*

(1) *Submittal procedures.*

- a. Submittals for landscape approval shall include a separate planting plan showing species, type, size, and number of plantings; a site plan drawn to a scale not more than 1"=100' showing total area and total landscaped area and any supplementary information as required to demonstrate conformance to the landscape requirements. Any deviations from the approved landscape plan must receive approval from the Department of Developmental Services of the City of Cedar Falls, Iowa, prior to installation.
- b. Each submittal shall include fiscal arrangements by bond, certificate of deposit, or a nonrevocable letter of credit payable to the City of Cedar Falls, Iowa, to ensure that the landscaping will be installed. Said city may at its discretion accept other evidence of ability to

Item F.1.

pay. The fiscal arrangements shall reflect the cost of required landscaping not yet in place to ensure that such landscaping will be installed. The submittal must also grant said city or its licensed and contracted agent the right to enter upon the land for the purposes of installing the required landscaping, in the event that such landscaping is not in place by the date specified in the agreement. Such fiscal arrangements shall be released when landscape installation is verified.

- (2) *Measured compliance.* The following point schedule and conditions apply to required landscaping in all zones and shall be used in determining achieved points for required planting:

<i>Overstory trees</i>	
4 inch caliper or greater	100 points
3 inch caliper or greater	90 points
2 inch caliper or greater	80 points
<i>Understory trees</i>	
2 inch caliper or greater	40 points
1½ inch caliper or greater	30 points
1 inch caliper or greater	20 points
<i>Shrubs</i>	
5 gallon or greater	10 points
2 gallon or greater	5 points
<i>Conifers</i>	
10 foot height or greater	100 points
8 foot height or greater	90 points
6 foot height or greater	80 points
5 foot height or greater	40 points
4 foot height or greater	30 points
3 foot height or greater	20 points

- (3) *Minimum requirements for designated zones:*

- a. *"R" zones and residential uses.* The minimum required landscape area shall be 65 percent of the lot exclusive of buildings. The yard shall be planted with a combination of trees and shrubs to achieve a minimum of .05 points per square foot of the landscaped area.
- b. *"C-3" commercial zone.* The minimum required landscape area shall be 65 percent of the lot exclusive of buildings and parking. The landscape area shall be planted with a combination of trees and shrubs to achieve a minimum of .05 points per square foot of landscaped area.
- c. *"C" and "M" zones.* The minimum required landscape area shall be 25 percent of the total lot area. The landscape area shall be planted with a combination of trees and shrubs to achieve a minimum of .04 points per square foot of total lot area.

1. For commercial and industrial lots exceeding one acre in size, the minimum required landscape area shall be 25 percent of the total lot area. The landscaped area shall be planted with a combination of trees and shrubs to achieve a minimum of .03 points per square foot of total lot area. In addition to said requirements, a 50 point reduction in minimum total landscape points required will be allowed based on each percentage point of green space (grass) provided in excess of the 25 percent required minimum. However, the total number of points reduced shall not exceed the following:

200 points	—	1.00 to 2 acres
400 points	—	2.01 to 3 acres
800 points	—	3.01 to 4 acres
1,200 points	—	4.01 to 5 acres
1,600 points	—	5.01 to 6 acres
2,000 points	—	6.01 to 7 acres
Etc.	—	Etc.

There shall be no reduction of required landscaping points for sites less than one acre in area.

- (4) *Additional landscaping requirements.* The following additional landscaping requirements apply to all zones:

- a. *Vehicular use areas.*

1. For vehicular use areas greater than 6,000 square feet, an area equivalent to a minimum of five percent of the total vehicular use area shall be landscaped. The required landscape area shall be located within the vehicular use area.
2. For vehicular use areas 6,000 square feet or less, a combination of trees and shrubs shall be planted in either the vehicular use area or within five feet of the perimeter or both to achieve the minimum landscape points as required by the underlying zone.
3. Tree spacing shall be such that no designated parking space is more than 50 feet from the trunk of a tree.
4. There shall be sufficient barriers to protect all landscaped areas from vehicular damage.
5. Wherever a parking area is located adjacent to the greenbelt boundary the parking area shall be separated from the boundary line by a landscaped area(s) of a width no less than eight feet measured perpendicular to the boundary. This area must contain an effective visual screen for a minimum of eighty percent of that parking area. This screen must be at least six feet in height, and may be achieved through the use of landscaped berms and/or plant materials. If plant materials are used to achieve this screen there will be one point assigned per linear foot of the screen, no individual plant points will be assigned for this screen.
6. The vehicular use area must terminate at least five feet from any exterior building wall. Exceptions may be made where it is necessary to cross the nonvehicular use area to gain access to the building(s) and for drive up facilities such as banks and restaurants.
7. All trees in the interior of the vehicular use area shall be two inch caliper or greater measured six inches above grade at the time of planting.

Item F.1.

8. Areas less than 40 square feet in size or having an average dimension of less than three feet, shall not be included for purposes of calculating the required landscape area in the vehicular use area.
 - b. *Maintenance.* The owner of the real estate contained in this zoning district shall be solely responsible for the maintenance of any and all landscaping. This maintenance shall include but not be limited to removal of litter, pruning, mowing of lawns, adequate watering for all growing plant life, weeding, and replacement, as necessary, in order to preserve the landscaping plan as approved by this section. A maintenance agreement and right to enter agreement shall be signed prior to a building permit and occupancy permit being issued.
 - c. *Street tree planting.* A minimum of .75 points per linear foot of street frontage must be achieved in the city parking area (right-of-way). This point requirement shall be met through the provision of trees, and planting shall comply with guidelines established by the Park and Grounds Maintenance of the Cedar Falls Park Division. If circumstances do not allow planting within the city parking area, street tree points shall be provided along the perimeter of the applicant's property.
 - d. *Residential development.* For one and two unit residential development in zoning districts other than residential zones, the residential requirements of this section shall apply.
 - e. *Point distribution.* A minimum of 65 percent of all required points shall be achieved through tree plantings. A minimum of ten percent of all required points shall be achieved through living landscape other than trees.
 - f. *Reduction of landscaped area.* A point score in excess of that required may be used to reduce the required landscaped area at a rate of one square foot per excess point up to a maximum reduction of 25 percent.
 - g. *Screening.* For any use that is oriented away from the Highway Corridor Greenbelt Boundary a screen shall be installed along the lot line adjacent to the boundary. There will be no individual tree points given for this screen. The screen will receive three points per linear foot if the trees are greater than six feet in height at the time of planting. The screen will receive one point per linear foot if the trees are greater than four feet in height at the time of planting. In no case shall the trees be less than four feet at the time of planting.
- (f) *Sign regulations; general prohibition:* No person, firm, or corporation shall develop, install, locate, or construct any sign within the HCG overlay district except as expressly authorized in this section. The provisions of this section shall apply in addition to any other zoning district in which land may be classified and that such lands may be used as permitted by such other districts. In the case of conflict the most restrictive provisions shall govern except as otherwise expressly provided in this section.
- (1) *Permitted signs.*
 - a. *On-premise signs.*
 1. In residential, "S-1" and "A-1" districts only those signs permitted in the underlying districts shall be allowed.
 - (2) *Commercial C-1.*
 - a. *Freestanding signs.* One freestanding sign per use, not to exceed 40 square feet on each face and not to exceed 20 feet in overall height. If more than two faces are used the area of each side shall be reduced proportionately.
 - b. *Wall signs.* Wall signs shall not exceed ten percent of the wall area; in no case shall the wall sign exceed ten percent of the first 15 vertical feet of wall area. The length of a wall sign shall not exceed 2/3 of the building wall length. Wall signs shall be mounted flat against the building.

No more than two sides of a building shall have wall signs. For the purpose of this part signs painted on awnings shall be considered as wall signs.

(3) *Commercial "C-2" and all other zoning classifications:*

- a. *Freestanding signs.* One freestanding sign per use, not to exceed 40 feet in height with an area not to exceed the smaller of the following:

1. Two square feet for each foot of street frontage.
2. 250 square feet.

If more than two faces are used the area of each side shall be reduced proportionately. For multiple businesses under common ownership that share common parking, access, or structures they shall comply with this section as if a single business.

For multiple businesses under diverse ownership that share common parking, access, or structures they shall be allowed one freestanding sign per use if the following conditions are met:

1. The additional freestanding sign shall not be located closer than one hundred fifty feet to any other freestanding sign.
2. The maximum combined area of all freestanding signs on the site shall not exceed the allowed area for a single freestanding sign in that zone.
3. A sign plan showing square footage or proposed signs for each parcel be submitted for the entire site prior to sign permit approval.

- b. *Wall signs.* Wall signs shall not exceed ten percent of the wall area; in no case shall the wall signs exceed ten percent of the first 15 vertical feet of wall area. The length of a wall sign shall not exceed 2/3 of the building wall length. Wall signs shall be mounted flat against the building. No more than two sides of a building shall have wall signs. For the purpose of this part, signs painted on awnings shall be considered as wall signs.

- c. *Direction signs.* Each use shall also be allowed directional signs as necessary to facilitate the orderly flow of traffic with a maximum area of six square feet each. A logo is permitted on the directional signs, but shall not exceed ten percent of the total sign area. These signs are for directional, not advertising purposes. The square footage of directional signs shall not be included in the calculation of the allowable square footage of other signage.

- d. *Menu signs.* For drive-up menu signs for ordering, only one single sided menu sign shall be allowed with no advertisement on the back of the sign permitted. This sign shall have a maximum area of 32 square feet. The square footage of menu signs shall not be included in the calculation of the allowable square footage of other signage.

- e. *Roof signs.* Roof signs shall be allowed in place of the wall sign only when both of the following conditions are met:

1. Insufficient area for a wall sign;
2. The building has a pitched roof and the roof sign does not project higher than the peak of the roof.

- f. *Off-premise signs.* Off-premise signs shall not be allowed in the overlay district.

(4) *Additional sign regulations.* Freestanding signs shall be allowed in the front yard or the yard furthest from the HCG boundary. Freestanding signs as set forth in this ordinance shall be allowed in the yard closest to the HCG boundary only when they conform as listed:

Item F.1.

- a. The signs shall have a maximum height of 25' above the surface of the highway or a maximum height of 40' above the grade on which they are mounted, whichever is less.
- b. Each sign shall have a pole covering in proportion to its size. The covering shall be at least 50 percent of the sign cabinet face width. The construction material of the covering shall be compatible with the construction material of the building.
- c. When a business ceases operation the on-premise signage shall be removed by the owner according to the following schedule:

Sign or sign cabinet — within 180 days

Supporting structure — within 1 year

When off-premise advertising is bare or in disrepair for a period of 90 days it shall be removed. If it is bare or in disrepair for a period of one year the structure shall be removed.

- (5) *Prohibited signs.* The following signs are not considered appropriate within the HCG overlay district and shall not be permitted:

- a. Portable signs.
- b. Signs painted directly on buildings.
- c. Signs painted on bus benches.
- d. Billboard signs.
 1. Billboard signs in existence within the district at the time of enactment of this section shall be permitted to remain as legal nonconforming uses in the underlying zoning district. Existing billboards may be maintained and repaired but not enlarged in area or in height nor reconstructed or replaced. Furthermore, if said existing billboard is damaged to an extent more than 50 percent of its fair market value it shall not be repaired, reconstructed, or replaced.

Sec. 29-160. - CHN, College Hill Neighborhood overlay zoning district.

General Regulations

- (a) *Boundaries.* The College Hill Neighborhood zoning district (CHN District) boundaries are shown in the College Hill Neighborhood Master Plan and legally described in Attachment A. (Said attachment is not set out at length herein but is on file in the office of the city planner.)
- (b) *Purpose and intent:* The purpose of the College Hill Neighborhood overlay zoning district is to regulate development and land uses within the College Hill Neighborhood and to provide guidance for building and site design standards, maintenance and development of the residential and business districts in a manner that complements the University of Northern Iowa campus, promotes community vitality and safety and strengthens commercial enterprise. New structures, including certain types of fences, certain modifications to existing structures and certain site improvements and site maintenance shall conform to this section.

The provisions of this section shall apply in addition to any other zoning district regulations and requirements in which the land may be classified. In the case of conflict, the most restrictive provisions shall govern unless otherwise expressly provided in this section.

(c) *Definitions.*

- (1) *Bedroom:* A room unit intended for sleeping purposes containing at least 70 square feet of floor space for each occupant. Neither closets nor any part of a room where the ceiling height is less than five feet shall be considered when computing floor area.
- (2) *Change in use:* Change in use shall include residential uses changed from single-unit to two-unit or two-unit to multi-unit or to any increase in residential intensity within a structure (i.e. change from duplex to fraternity house). The term shall also apply to changes in use classifications (i.e. residential to commercial).
- (3) *Fraternity/sorority:* Residential facilities provided for college students and sponsored by university affiliated student associations. Such facilities may contain individual or common sleeping areas and bathroom facilities but shall provide common kitchen, dining, and lounging areas. Such facilities may contain more than one unit.
- (4) *Greenway:* Open landscaped area maintained for floodplain protection, stormwater management and public access. Such area may contain pedestrian walkways or bicycle pathways but is not intended for regular or seasonal usage by motorized recreational vehicles.
- (5) *Landscaped area:* An area not subject to vehicular traffic, which consists of living landscape material including grass, trees and shrubbery.
- (6) *Lot split, property transfer:* Not a subdivision plat where a new lot is being created; includes any transfer of small segments of property or premises between two abutting properties, whether commonly owned or owned by separate parties, where one property (the "sending property") is dedicating or deeding additional land to another abutting property (the "receiving property."[]]
- (7) *Neighborhood character:* The College Hill Neighborhood area is one of Cedar Falls' oldest and most densely populated neighborhoods. As the University of Northern Iowa has grown the original single-unit residential neighborhood surrounding the campus area has been transformed into a mixture of single-unit, duplex and multiple unit dwelling units along with a few institutional uses and other university-related uses such as fraternities and sorority houses. These various uses are contained in a variety of underlying zoning districts (i.e. R-2, R-3, R-4, Residential and C-3, commercial districts). Architectural styles vary significantly among existing building structures while differing land uses and building types are permitted in different zoning districts. When references are made in this ordinance to preservation of neighborhood character, uniformity of building scale, size, bulk and unusual or widely varying appearance are of primary concern regardless of the nature of the proposed building use.

New construction, including significant improvements to existing structures, shall be of a character that respects and complements existing neighborhood development. The following variables or criteria shall be used in determining whether a newly proposed construction or building renovation is in keeping with the character of the neighborhood:

- a. Overall bulk/size of the building;
- b. Overall height of the building;
- c. Number of proposed dwelling units in comparison to surrounding properties;
- d. Lot density (lot area divided by number of dwelling units);
- e. Off-street parking provision;
- f. Architectural compatibility with surrounding buildings.

Item F.1.

- (8) *Parking area*: That portion of a parcel of land that is improved and designated or commonly used for the parking of one or more motor vehicles.
- (9) *Parking lot*: That area improved and designated or commonly used for the parking of three or more vehicles.
- (10) *Parking space, also parking stall*: An area measuring at least nine feet wide and 19 feet long for all commercial, institutional or manufacturing uses or eight feet wide and 18 feet long for residential uses only, connected to a public street or alley by a driveway not less than ten feet wide, and so arranged as to permit ingress and egress of motor vehicles without moving any other vehicle parked adjacent to the parking space.
- (11) *Premises*: A lot, plot or parcel of land including all structures thereon.
- (12) *Residential conversion*: The alteration or modification of a residential structure that will result in an increase in the number of rooming units or dwelling units within the residential structure. The addition or creation of additional rooms within an existing rooming unit or dwelling unit does not constitute a residential conversion.
- (13) *Structural alteration*: Any alteration, exterior or interior that alters the exterior dimension of the structure. This provision shall apply to residential, commercial and institutional uses including churches or religious institutions.
- (14) *Substantial improvement*: Any new construction within the district or any renovation of an existing structure, including the following:
 - a. Any increase in floor area or increased external dimension of a residential or commercial structure. Additional bedrooms proposed in an existing duplex or multi-unit residence shall be considered a substantial improvement. Bedroom additions to single-unit residences shall not be considered to be a substantial improvement.
 - b. Any modification of the exterior appearance of the structure by virtue of adding or removing exterior windows or doors. Repair or replacement of existing windows or doors which does not result in any change in the size, number or location of said windows and doors shall not be considered to be a substantial improvement.
 - c. Any structural alteration that increases the number of bedrooms or dwelling units. Interior room additions, including bedroom additions, may be made to single-unit residential structures without requiring additional on-site parking.
 - d. All facade improvements, changes, alterations, modifications or replacement of existing facade materials on residential or commercial structures. Routine repair and replacement of existing siding materials with the same or similar siding materials on existing structures shall be exempt from these regulations.
 - e. Any new, modified or replacement awnings, signs or similar projections over public sidewalk areas.
 - f. Any increase or decrease in existing building height and/or alteration of existing roof pitch or appearance. Routine repair or replacement of existing roof materials that do not materially change or affect the appearance, shape or configuration of the existing roof shall not be considered a substantial improvement.
 - g. Any construction of a detached accessory structure measuring more than 300 sq. ft. in base floor area for a residential or commercial principal use.

- h. Any increase in area of any existing parking area or parking lot or any new construction of a parking area or parking lot, which existing or new parking area or parking lot contains or is designed to potentially accommodate a total of three or more parking stalls.
- i. Any proposed property boundary fence, which utilizes unusual fencing materials such as stones, concrete blocks, logs, steel beams or similar types of atypical or unusual fence materials. Standard chain link fences, wooden or vinyl privacy fences shall be exempt from these provisions.
- j. Demolition and removal of an entire residential, commercial or institutional structure on a property shall not be considered a substantial improvement.

(d) *Administrative review.*

- (1) Applicability. The provisions of this section shall constitute the requirements for all premises and properties that lie within the boundaries of the College Hill Neighborhood overlay zoning district. This section and the requirements stated herein shall apply to all new construction, change in use, structural alterations, substantial improvements or site improvements including:
 - a. Any substantial improvement to any residential, commercial or institutional structure, including churches.
 - b. Any new construction, change in use, residential conversion or structural alteration, as defined herein, for any structure.
 - c. Any new building structure including single-unit residences.
- (2) In the case of emergency repairs required as the result of unanticipated building or facade damages due to events such as fire, vandalism, flooding or weather-related damages, site plan review by the planning and zoning commission and the city council will not be required for completion of said emergency repairs, provided that the extent of damages and cost of said repairs are less than 50 percent of the value of the structure. However, said emergency repairs along with cost estimates related to the extent of building structural damages shall be verified by the city planner in conjunction with the city building inspector. Said emergency repairs, to the extent possible, shall repair and re-establish the original appearance of the structure. In the event that said emergency repairs result in dramatic alteration of the exterior appearance of the structure as determined by the city planner, the owner of the property shall make permanent repairs or renovations that re-establish the original appearance of the structure with respect to facade features, window and door sizes, locations and appearances of said windows and doors within six months following completion of said emergency repairs. Said emergency repairs shall not alter the number, size or configuration of pre-existing rooms, bedrooms or dwelling units within the structure.
- (3) Submittal requirements. Applicants for any new construction, change in use, structural alteration, facade alteration, residential conversion, substantial improvement, parking lot construction or building enlargement shall submit to the city planning division an application accompanied by such additional information and documentation as shall be deemed appropriate by the city planner in order for the planning division to properly review the application. The required application for any project may include one or more of the following elements depending upon the nature of the application proposal. Some applications will require submittal of more information than other types of applications. The city planner will advise the applicant which of these items need to be submitted with each application with the goal of providing sufficient information so that decision makers can make an informed decision on each application.

Item F.1.

- a. Written description of building proposal, whether a new structure, facade improvement, parking lot improvement, building addition, etc. The name and address of the property owner and property developer (if different) must be provided.
- b. Building floor plans;
- c. Building materials;
- d. Dimensions of existing and proposed exterior building "footprint";
- e. Facade details/exterior rendering of the structure being modified, description of proposed building design elements including but not limited to building height, roof design, number and location of doors and windows and other typical facade details;
- f. Property boundaries, existing and proposed building setbacks;
- g. Parking lot location, setbacks, parking stall locations and dimensions along with parking lot screening details;
- h. Lot area and lot width measurements with explanation if any portion of an adjacent lot or property is being transferred to the property under consideration;
- i. Open green space areas and proposed landscaping details with schedule for planting new landscaping materials;
- j. Trash dumpster/trash disposal areas;
- k. Storm water detention/management plans.

Following submittal of the appropriate application materials as determined by the city planner, said application materials shall be reviewed by the City of Cedar Falls Planning and Zoning Commission and the City Council to determine if the submittal meets all ordinance requirements and conforms to the standards of the comprehensive plan, recognized principles of civic design, land use planning and landscape architecture. The commission may recommend and the city council may approve the application as submitted, may deny the application, or may require the applicant to modify, alter, adjust or amend the application as deemed necessary to the end that it preserves the intent and purpose of this section to promote the public health, safety and general welfare.

(e) *District requirements and criteria for review.*

(1) Minimum on-site parking requirements.

- a. *Single-unit residence*: Two parking stalls per residence.
- b. *Two-unit residence*: Two stalls per dwelling units plus one additional stall for each bedroom in each dwelling unit in excess of two bedrooms.
- c. *Multi-unit residence*: Two stalls per dwelling unit plus one additional stall for each bedroom in excess of two bedrooms. One additional stall shall be provided for every five units in excess of five units for visitor parking.
- d. *Boardinghouse/rooming house*: Five stalls plus one stall for every guest room in excess of four guest rooms.
- e. *Fraternity/sorority*: Five parking stalls plus one stall for every two residents in excess of four residents.
- f. Where fractional spaces result, the number required shall be the next higher whole number.

- g. *Bicycle accommodations:* All new multi-unit residential facilities are encouraged to provide for the establishment of bicycle racks of a size appropriate for the anticipated residential occupancy of the facility. A general suggested bike parking standard is 2 bike stalls per residential unit. For commercial projects, if lot area is available, bike racks are encouraged to be installed in conjunction with the commercial project.

(2) Parking lot standards:

- a. All newly constructed or expanded parking lots (three or more parking stalls) shall be hard surfaced with concrete or asphalt, provided with a continuous curb, be set back a minimum five feet from adjacent property lines or public right-of-way with the exception of alleyways, in which case a three foot permeable setback will be required, and otherwise conform to all parking guidelines as specified in this section and in section 29-177 of the Zoning Ordinance. Alternative parking lot surfaces may be considered to the extent that such surfaces provide adequate storm water absorption rates, subject to city engineering review and approval, while providing an acceptable surface material and finished appearance. Gravel or crushed asphalt parking lots will not be permitted. However, other types of ecologically sensitive parking lot designs will be encouraged and evaluated on a case-by-case basis.
- b. Landscaping in parking lots shall be classified as either internal or peripheral. The following coverage requirements shall pertain to each classification:
 - 1. *Peripheral landscaping.* All parking lots containing three (3) or more parking spaces shall provide peripheral landscaping. Peripheral landscaping shall consist of a landscaped strip not less than five feet in width, exclusive of vehicular obstruction, and shall be located between the parking area and the abutting property lines. One tree for each 25 lineal feet of such landscaping barrier or fractional part thereof shall be planted in the landscaping strip. At least one tree shall be planted for every parking lot (such as a 3-stall parking lot) regardless of the lineal feet calculation. In addition to tree plantings, the perimeter of the parking lot shall be screened with shrubbery or similar plantings at least 3-feet in height as measured from the finished grade of the parking lot at the time of planting for purposes of vehicular screening. The vegetative screen should present a continuous, effective visual screen adjacent to the parking lot for purposes of partially obscuring vehicles and also deflecting glare from headlights. If landscaped berms are utilized, the berm and vegetative screening must achieve at least a 3-foot tall screen at time of installation as measured from the grade of the finished parking lot. Each such planting area shall be landscaped with grass, ground cover or other landscape material excluding paving, gravel, crushed asphalt or similar materials, in addition to the required trees, shrubbery, hedges or other planting material. Existing landscaping upon abutting property shall not be used to satisfy the requirements for said parking lot screening requirements unless the abutting land use is a parking lot.
 - 2. *Exceptions:*
 - (a) Peripheral landscaping shall not be required for single-unit or two-unit residential structures where the primary parking area is designed around a standard front entrance driveway and/or attached or detached residential garage. However, if an open surface parking lot containing three (3) or more parking stalls is established in the rear yard of a two-unit residential structure, the perimeter landscaping/screening requirements as specified herein shall apply.
 - (b) Peripheral landscaping shall not be required for parking lots that are established behind building structures where the parking lots do not have any public street or alley frontage or is not adjacent to any open properties such as private yards, parks

Item F.1.

or similar open areas. Examples of such a parking lot would be one designed with a multiple unit apartment facility where the parking lot is encircled with building structures within the project site and where the parking lot is completely obscured from public view by building structures.

- (c) Underground or under-building parking lots.
 - (d) Above-ground parking ramps shall provide perimeter screening as specified herein around the ground level perimeter of the parking structure.
3. *Internal landscaping.* All parking lots measuring 21 parking stalls or more shall be required to landscape the interior of such parking lot. At least one over-story tree shall be established for every 21 parking stalls. Each tree shall be provided sufficient open planting area necessary to sustain full growth of the tree. Not less than five percent of the proposed paved area of the interior of the parking lot shall be provided as open space, excluding the tree planting areas. These additional open space areas must be planted with bushes, grasses or similar vegetative materials. Each separate open green space area shall contain a minimum of 40 square feet and shall have a minimum width dimension of a least five feet.
 4. *Exceptions:* Internal landscaping shall not be required for vehicular storage lots, trucking/warehousing lots or for automobile sales lots. However, perimeter landscaping/screening provisions, as specified herein, shall be required for all such parking areas when they are installed or enlarged in area.
 5. *Parking Garages or Parking Ramps:* All such facilities where one or more levels are established for parking either below ground or above ground and where structural walls provide for general screening of parked vehicles, internal landscaping shall not be provided.
 6. It is the intent of this regulation that in parking development sites open green space and landscape areas should be distributed throughout the parking development site rather than isolated in one area or around the perimeter of the parking lot. Trees and shrubs planted within parking areas shall be protected by concrete curbs and provide adequate permeable surface area to promote growth and full maturity of said vegetation.
- c. Parking stalls must provide a minimum separation of four feet from the exterior walls of any principal structure on the property as measured from the vehicle (including vehicular overhang) to the nearest wall of the structure. No vehicular parking stall shall be so oriented or positioned as to block or obstruct any point of egress from a structure, including doorways or egress windows.
 - d. No portion of required front or side yards in any residential (R) zoning district shall be used for the establishment of any parking space, parking area, or parking lot, except for those driveways serving a single unit or two-unit residence. For all other uses, a single driveway no more than 18 feet in width may be established across the required front and side yards, provided that side yard driveway setbacks are observed, as an access to designated rear yard parking areas, unless said lot is dedicated entirely to a parking lot, in which case a wider driveway access will be allowed across the required yard area to access said parking lot.
 - e. When a driveway or access off a public street no longer serves its original purpose as access to a garage or parking lot due to redevelopment of the property or is replaced with an alternative parking lot or parking arrangement with an alternate route of access, the original driveway access shall be re-curbed by the owner at the owner's expense and the parking/

driveway area shall be returned to open green space with grass plantings or other similar landscaping materials.

- f. Routine maintenance of existing parking areas and parking lots, including resurfacing of said areas with similar materials or with hard surfacing will be permitted without requiring review by the planning and zoning commission and city council, provided that no increase in area of said existing parking area or parking lot, or any new construction of a parking area or parking lot, which existing or new parking area or parking lot contains or is designed to potentially accommodate a total of three or more parking stalls, occurs. Any newly paved or hard surfaced parking lot, excluding those existing hard surface parking lots that are merely being resurfaced, must satisfy minimum required setbacks from the property line or alley and must provide a continuous curb around the perimeter of said improved parking lot. Hard surfacing of any existing unpaved parking area or parking lot will require an evaluation by the city engineering division regarding increased storm water run-off/possible storm water detention.

(3) Storm water drainage:

- a. Storm water detention requirements as outlined in City Code Section 27-405 and in Section 29-87 of the Zoning Ordinance shall apply to all newly developed parking lots and new building uses. In addition, said requirements shall apply to any existing parking lot that is resurfaced, reconstructed or enlarged subject to review by the city engineer. In those cases where no municipal storm sewer is readily available to serve a particular property or development site, the use of the property will be limited. The maximum allowable use that shall be permitted on any particular property or development site which is not served by a municipal storm sewer shall be limited to the following uses in Residential zoning districts: a parking lot; a single-unit residence; a two-unit residence; or a multi-unit residence. Provided, however, that the applicant shall be required to submit calculations, which shall be subject to review and approval by the city engineering division, that verify that the total impervious surface area on the particular property or development site that will exist immediately following completion of the proposed new development shall be no greater than the total impervious surface area on the particular property or development site that existed immediately prior to the proposed new development.
- b. Soil erosion control: At the time of new site development, including parking lot construction, soil erosion control measures must be installed on the site in conformance with city engineering standards. Said soil erosion measures must be maintained until the site is stabilized to the satisfaction of the city engineering division.

(4) Open space/landscaping requirements:

- a. Principal permitted uses within the district shall provide minimum building setbacks as required in the zoning ordinance. With the exception of construction periods said required front and side setback areas (required yards) shall be maintained with natural vegetative materials and shall not be obstructed with any temporary or permanent structure, on-site vehicular parking including trailers or recreational vehicles, nor disturbed by excavations, holes, pits or established recreational areas that produce bare spots in the natural vegetation.
- b. Driveways measuring no more than 18 feet in width, sidewalks and pedestrian access ways measuring no more than six feet in width may be established across the required front and side yard areas.
- c. All newly constructed office or institutional buildings in the R-3 or R-4 districts and all newly constructed single unit, two-unit or multi-unit residential structures in residential or commercial districts shall provide on-site landscaping within the required yard areas or in other green space areas of the property at the rate of 0.04 points per square foot of total lot area of the site

Item F.1.

under consideration for the proposed residential development or improvement. Landscaping shall consist of any combination of trees and shrubbery, subject to review and approval by the planning and zoning commission and the city council. In addition to these requirements, parking lot plantings and/or screening must be provided as specified herein. Plantings must be established within one year following issuance of a building permit. This provision shall not apply to commercial uses or commercial structures established in the C-3, commercial district.

- d. Measured compliance: The following landscaping point schedule applies to required landscaping in all zoning districts within the College Hill Neighborhood overlay district with the exception of commercial uses in the C-3 commercial business district, and shall be used in determining achieved points for required plantings. The points are to be assigned to plant sizes at time of planting/installation.

<i>Over-Story Trees:</i>	
4-inch caliper or greater	100 points
3-inch caliper to 4-inch caliper	90 points
2-inch caliper to 3-inch caliper	80 points
1-inch caliper to 2-inch caliper	60 points

<i>Under-Story Trees:</i>	
2-inch caliper or greater	40 points
1½-inch caliper to 2-inch caliper	30 points
1-inch to 1½-inch caliper	20 points

<i>Shrubs:</i>	
5-gallon or greater	10 points
2-gallon to 5-gallon	5 points

<i>Conifers:</i>	
10-foot height or greater	100 points
8-foot to 10-foot height	90 points
6-foot to 8-foot height	80 points
5-foot to 6-foot height	40 points
4-foot to 5-foot height	30 points
3-foot to 4-foot height	20 points

- (5) Fences/retaining walls:
- a. Fences shall be permitted on properties in accordance with the height and location requirements outlined in section 29-86 of the Zoning Ordinance. Zoning/land use permits shall be required for fences erected within the district.
 - b. Any existing fence or freestanding wall that is, in the judgment of the building inspector, structurally unsound and a hazard to adjoining property shall be removed upon the order of the building inspector.
 - c. Retaining walls may be installed on property as a measure to control soil erosion or storm water drainage. However, said retaining walls shall be permitted only after review and approval by the city engineer.
- (6) Detached accessory structures. All newly constructed detached accessory structures or expansions of existing detached accessory structures exceeding 300 sq. ft. in base floor area proposed to be situated on residential or commercial properties shall be subject to review and approval by the planning and zoning commission and city council. Maximum allowable building height, size and location requirements for accessory structures as specified in section 29-115 shall apply. In addition to those standards, proposed detached accessory structures or expanded structures larger than 300 sq. ft. in area shall be designed in such a manner as to be consistent with the architectural style of the principal residential or commercial structure on the property. Similar building materials, colors, roof lines, roof pitch and roofing materials shall be established on the accessory structure to match as closely as possible those elements on the principal structure. In addition, vertical steel siding along with "metal pole barn" type construction shall not be allowed.
- (7) No existing single-unit residential structure in the R-2 district shall be converted or otherwise structurally altered in a manner that will result in the creation or potential establishment of a second dwelling unit within the structure.
- (8) No duplex (two-unit) or multi-unit dwelling shall add dwelling units or bedrooms to any dwelling unit without satisfying minimum on-site parking requirements. If additional parking spaces are required, the entire parking area must satisfy parking lot development standards as specified herein.
- (9) No portion of an existing parcel of land or lot or plot shall be split, subdivided or transferred to another abutting lot or parcel for any purpose without prior review and approval by the city planning and zoning commission and the city council. Land cannot be transferred or split from one lot or property to be transferred to another for purposes of benefiting the "receiving" property while diminishing the minimum required lot area, lot width or building or parking lot setback area of the "sending" property. Such lot transfer or split shall not create a nonconforming lot by virtue of reduction of minimum required lot area, lot width or reduction of minimum required building or parking lot setbacks. Said lot transfer or split shall not affect any existing nonconforming property by further reducing any existing nonconforming element of the lot or property including lot area, lot width or building or parking lot setbacks in order to benefit another abutting property for development purposes. This provision shall not apply to those instances where separate lots or properties are being assembled for purposes of new building construction where existing structures on the assembled lots will be removed in order to accommodate new building construction.
- (10) Site plan revisions/amendments: All changes, modifications, revisions and amendments made to development site plans that are deemed to be major or substantial by the city planner shall be resubmitted to the planning and zoning commission in the same manner as originally required in this section. Examples of major or substantial changes shall include but are not limited to changes in building location, building size, property size, parking arrangements, enlarged or modified

Item F.1.

parking lots, open green space or landscaping modifications, setback areas or changes in building design elements.

- (11) Trash dumpster/trash disposal areas must be clearly marked and established on all site plans associated with new development or redevelopment projects. No required parking area or required parking stalls shall be encumbered by a trash disposal area.
 - a. Large commercial refuse dumpsters and recycling bins serving residential or commercial uses shall be located in areas of the property that are not readily visible from public streets. No such dumpster or bin shall be established within the public right of way. All dumpsters and bins shall be affixed with a solid lid covering and shall be screened for two purposes: (1) visual screening; and (2) containing dispersal of loose trash due to over-filling. Screening materials shall match or be complementary to the prevailing building materials.
- (f) *Design review.* Any new construction, building additions, facade renovations or structural alterations to commercial or residential structures, or substantial improvements to single-unit residences that, in the judgment of the city planner, substantially alters the exterior appearance or character of permitted structures shall require review and approval by the Cedar Falls Planning and Zoning Commission and City Council.
 - (1) *Criteria for review:*
 - a. Applications involving building design review. Neighborhood character, as herein defined, shall be considered in all.
 - b. The architectural character, materials, textures of all buildings or building additions shall be compatible with those primary design elements on structures located on adjoining properties and also in consideration of said design elements commonly utilized on other nearby properties on the same block or within the immediate neighborhood.
 - c. Comparable scale and character in relation to adjoining properties and other nearby properties in the immediate neighborhood shall be maintained by reviewing features such as:
 1. Maintaining similar roof pitch.
 2. Maintaining similar building height, building scale and building proportion.
 3. Use of materials comparable and similar to other buildings on nearby properties in the immediate neighborhood.
 - d. Mandated second entrances or fire escapes established above grade shall not extend into the required front yard area.
 - e. Existing entrances and window openings on the front facades and side yard facades facing public streets shall be maintained in the same general location and at the same general scale as original openings or be consistent with neighboring properties.
 - f. Projects involving structural improvements or facade renovations to existing structures must provide structural detail and ornamentation that is consistent with the underlying design of the original building.
 - g. The primary front entrances of all residential buildings shall face toward the public street. Street frontage wall spaces shall provide visual relief to large blank wall areas with the use of windows or doorways and other architectural ornamentation.
 - (2) *Building entrances for multi-unit residential dwellings.* Main entrances should be clearly demarcated by one of the following:
 - a. Covered porch or canopy.

- b. Pilaster and pediment.
 - c. Other significant architectural treatment that emphasizes the main entrance. Simple "trim" around the doorway does not satisfy this requirement.
- (3) *Building scale for multi-unit residential dwellings.* Street facing walls that are greater than 50 feet in length shall be articulated with bays, projections or alternating recesses according to the following suggested guidelines:
- a. Bays and projections should be at least 6 feet in width and at least 16 inches, but not more than 6 feet, in depth. Recesses should be at least 6 feet in width and have a depth of at least 16 inches.
 - b. The bays, projections and recesses should have corresponding changes in roofline or, alternatively, should be distinguished by a corresponding change in some architectural elements of the building such as roof dormers, alternating exterior wall materials, a change in window patterns, the addition of balconies, variation in the building or parapet height or variation in architectural details such as decorative banding, reveals or stone accents.
- (4) *Building scale for commercial buildings.* The width of the front façade of new commercial buildings shall be no more than 40 feet. Buildings may exceed this limitation if the horizontal plane of any street-facing façade of a building is broken into modules that give the appearance or illusion of smaller, individual buildings. Each module should satisfy the following suggested guidelines that give the appearance of separate, individual buildings:
- a. Each module should be no greater than 30 feet and no less than 10 feet in width and should be distinguished from adjacent modules by variation in the wall plane of at least 16 inches depth. For buildings 3 or more stories in height the width module may be increased to 40 feet.
 - b. Each module should have a corresponding change in roof line for the purpose of separate architectural identity.
 - c. Each module should be distinguished from the adjacent module by at least one of the following means:
 - 1. Variation in material colors, types, textures
 - 2. Variation in the building and/or parapet height
 - 3. Variation in the architectural details such as decorative banding, reveals, stones or tile accent
 - 4. Variation in window pattern
 - 5. Variation in the use of balconies and recesses.
- (5) *Balconies and exterior walkways, corridors and lifts serving multi-unit residences.*
- a. Exterior stairways refer to stairways that lead to floors and dwelling units of a building above the first or ground level floor of a building. Exterior corridors refer to unenclosed corridors located above the first floor or ground level floor of a building. Balconies and exterior stairways, exterior corridors and exterior lifts must comply with the following:
 - 1. Materials must generally match or be complementary to the building materials utilized on that portion of a building where the exterior corridor or balcony is established.
 - 2. Unpainted wooden materials are expressly prohibited.

Item F.1.

3. Stained or painted wood materials may only be utilized if said material and coloration is guaranteed for long term wear and the material is compatible with the principal building materials on that portion of the building where the exterior corridor is established.
 4. The design of any balcony, exterior stairway, exterior lift or exterior corridor must utilize columns, piers, supports, walls and railings that are designed and constructed of materials that are similar or complementary to the design and materials used on that portion of the building where the feature is established.
 5. Exterior stairways, exterior lifts, corridors and balconies must be covered with a roof similar in design and materials to the roof over the rest of the structure. Said roof shall be incorporated into the overall roof design for the structure. Alternatively, such features (stairways, lifts, corridors or balconies) may be recessed into the façade of the building.
 6. Exterior corridors may not be located on a street-facing wall of the building.
- b. Exterior fire egress stairways serving second floor or higher floors of multi-unit residences shall be allowed according to city requirements on existing buildings that otherwise are not able to reasonably satisfy city fire safety code requirements, provided the fire egress stairway or structure is not located on the front door wall of a building that faces a street. All such egress structures that are located on the front door wall of a building that faces a street, whether new or replacement of an existing egress structure, shall be subject to review by the commission and approval by the city council. Areas of review shall be general design, materials utilized and location of the proposed egress structure. On corner lots, if a side street-facing mandated access is necessary and other options are unavailable, the side-street facing wall shall be used for this egress structure. In any case, fire egress stairways must utilize similar materials as outlined above; i.e., no unpainted wooden material shall be allowed.
- (6) *Building materials for multi-unit residential dwellings.*
- a. For multiple unit dwellings, at least 30% of the exterior walls of the front facade level of a building must be constructed with a masonry finish such as fired brick, stone or similar material, not to include concrete blocks and undressed poured concrete. Masonry may include stucco or similar material when used in combination with other masonry finishes. The following trim elements shall be incorporated into the exterior design and construction of the building, with the following recommended dimensions to be evaluated on a case-by-case basis:
 1. Window and door trim that is not less than 3 inches wide.
 2. Corner boards that are not less than 3 inches wide unless wood clapboards are used and mitered at the corners.
 3. Frieze boards not less than 5 inches wide, located below the eaves.
 - b. Any portion of a building with a side street façade must be constructed using similar materials and similar proportions and design as the front facade.
 - c. In those cases where the developer of the property chooses not to utilize at least 30% masonry finish as specified above, the developer shall be required to incorporate building scale specifications outlined in subsection (f)(3) of this section, pertaining to articulation of bays, projections and recesses.
 - d. Exposed, unpainted or unstained lumber materials are prohibited along any facade that faces a street-side lot line (i.e., public street frontage).
 - e. Where an exterior wall material changes along the horizontal plane of a building, the material change must occur on an inside corner of the building.

- f. For buildings where the exterior wall material on the side of the building is a different material than what is used on the street facing or wall front, the street facing or wall front material must wrap around the corners to the alternate material side of the building at least 3 additional feet.
 - g. Where an exterior wall material changes along the vertical plane of the building, the materials must be separated by a horizontal band such as a belt course, soldier course, band board or other trim to provide a transition from one material to another.
- (g) *Commercial district.* The College Hill Neighborhood commercial district is defined by the boundaries of the C-3, commercial zoning district. The district is made up primarily of commercial uses as the principal uses on individual properties. However, some properties are occupied or may be occupied in the future by residential uses that serve as the principal permitted use on individual properties. Residential uses established on individual properties as the principal use are to be discouraged due to the limited area available for commercial uses. In some cases residential uses may be contained within principal commercial uses and in such cases the residential uses are considered to be secondary or accessory uses to the principal commercial use on the property.
- (1) Principal permitted residential uses are allowable within the district subject only to planning and zoning commission and city council review and approval. In general, principal permitted residential uses are to be discouraged from being established within the commercial district due to the limited area available for commercial establishments. In those cases where a residential use is permitted and said use serves as the principal use on an individual property, that residential use will be governed by minimum lot area, lot width and building setback requirements as specified in the R-4, Residential zoning district. In addition, all other applicable requirements pertaining to substantial improvements or new construction of any principal permitted residential use shall conform to the requirements of this section, including on-site parking, landscaping, and building setbacks, with no vehicular parking allowed in the required front and side yards, said required yards being those as defined within the R-4, Residential district.
 - (2) Secondary or accessory residential uses to be established on the upper floors of principal permitted commercial uses are allowed. On-site parking will not be required for secondary, accessory residential uses. No accessory or secondary residential use may be established on the main floor or street level floor of any storefront or commercial shop front of a principal permitted commercial building structure within the C-3, commercial district. Planning and zoning commission and city council review relating to the establishment of secondary or accessory residential uses shall not be required unless the property owner proposes to utilize any portion of the ground floor area of a commercial use on a property for residential purposes.
 - (3) Conditional uses. The following uses may be allowed as a conditional use subject to review and approval by the planning and zoning commission and the city council. The proposed use must conform to the prevailing character of the district and such use shall not necessitate the use of outdoor storage areas. In addition such conditional uses must not generate excessive amounts of noise, odor, vibrations, or fumes, or generate excessive amounts of truck traffic. Examples of uses that may be allowed subject to approval of a conditional use permit are:
 - a. Printing or publishing facility;
 - b. Limited manufacturing activity that is directly related to the operation of a retail business conducted on the premises;
 - c. Home supply business.
 - (4) Prohibited uses. In all cases the following uses will not be allowed within the C-3, commercial district either as permitted or conditional uses:
 - a. Lumber yards;

Item F.1.

- b. Used or new auto sales lots and displays;
 - c. Auto body shop;
 - d. Storage warehouse or business;
 - e. Mini-storage warehouse;
 - f. Sheet metal shop;
 - g. Outdoor storage yard;
 - h. Billboard signs.
- (5) Signage. Typical business signage shall be permitted without mandatory review by the planning and zoning commission and approval by the city council unless a proposed sign projects or extends over the public right-of-way, or a free-standing pole sign is proposed which is out of character with the prevailing height or size of similar signs, in which case planning and zoning commission review and approval by the city council shall be required. All signage within the district shall conform to the general requirements of the Cedar Falls Zoning Ordinance, with the exception that excessively tall free-standing signs (i.e., 30 feet or more in height) shall not be allowed.

Exterior mural wall drawings, painted artwork and exterior painting of any structure within the commercial district shall be subject to review by the planning and zoning commission and approval by the city council for the purpose of considering scale, context, coloration, and appropriateness of the proposal in relation to nearby facades and also in relation to the prevailing character of the commercial district.

Editor's note— Ord. No. 2797, § 1, adopted Sept. 23, 2013, repealed § 29-160, in its entirety and enacted new provisions to read as herein set out. Prior to this amendment, § 29-160 pertained to similar subject matter. See Code Comparative Table for derivation.

Sec. 29-161. - MPC, Major thoroughfare planned commercial district.

- (a) *Purpose and intent:* The major thoroughfare planned commercial zoning district is intended to provide for the orderly growth and development of land immediately adjacent to University Avenue and other transportation corridors and in similarly situated portions of Cedar Falls. The district is intended to permit the development of a mixture of residential, institutional, professional office and commercial oriented land uses in a manner that will result in minimal negative impacts upon adjacent low density residential zoning districts or residential uses.

It is also intended that development within the district will conform to sound land use planning and building design principles as outlined herein. Specific planning objectives include:

- A. To establish uses that do not overburden or conflict with available public infrastructure including, but not limited to, sanitary sewer, storm sewer services, or traffic flow and access patterns.
 - B. To establish effective and efficient pedestrian and traffic circulation patterns within the development site while also providing sufficient on-site parking areas.
 - C. To provide minimum standards for open space and landscaping areas within the development site in order to enhance the appearance of the community.
- (b) *Principal permitted uses:*
- (1) The following land uses may be allowed:
 - Multi-unit residences not to exceed a density of ten units per acre.

- Funeral homes.
- Hotels/Motels in which retail shops may be operated for the convenience of the occupants of the building.
- Any professional office or professional service activity.
- Any local retail business or service establishment such as:
 1. Animal hospital or veterinary clinic, provided all phases of the business conducted upon the premises be within a building where noises and odors are not evident to adjacent properties.
 2. Antique shop.
 3. Apparel shop.
 4. Bakery whose products are sold only at retail and only on the premises.
 5. Financial institution.
 6. Barbershop or beauty parlor.
 7. Bicycle shop, sales and repair.
 8. Bookstore.
 9. Candy shops, where products are sold only at retail and only on the premises.
 10. Clothes cleaning and laundry pickup station.
 11. Collection office of public utility.
 12. Dairy store, retail.
 13. Dance or music studio.
 14. Drapery shop.
 15. Drugstore.
 16. Florist and nursery shop, retail.
 17. Fruit and vegetable market.
 18. Furniture store.
 19. Gift shop.
 20. Delicatessen.
 21. Hardware store.
 22. Hobby shop.
 23. Household appliances, sales and repair.
 24. Jewelry shop.
 25. Key shop.
 26. Launderette.
 27. Locker plant for storage and retail sales only.
 28. Music store.
 29. Paint and wallpaper store.

Item F.1.

30. Post office substation.
31. Photographic studio.
32. Radio and television sales and service.
33. Restaurant.
34. Shoe repair shop.
35. Sporting goods store.
36. Tailor shop.

(2) *Expressly prohibited uses:*

- auto repair shops or auto sales lots
- storage warehouse
- lumberyards
- taverns
- mobile home parks
- any light manufacturing, fabricating or assembly use
- gasoline station
- off premise billboard signs

- (c) *Land use approval guidelines:* Specifically permitted land uses may be limited in size upon site plan review by the planning and zoning commission and city council if it is determined that the proposed development will overburden local infrastructure services (i.e. sanitary sewer, storm sewer, utilities) or if the projected traffic demand will conflict or interfere with normal traffic flow patterns on adjacent roadways.
- (d) *Method of approval:* Submittal of a request to zone or rezone one or more parcels of land to the major thoroughfare planned commercial district (MPC) shall be accompanied by a detailed development site plan. In addition, site plans shall be accompanied with traffic demand analyses, detailed descriptions of storm water runoff control measures, and estimated sanitary sewer load estimates. Zoning approval shall coincide with development site plan approval by the planning and zoning commission and the city council.
- (e) *Site plan revisions:* If, in the judgment of the city planner, substantial or major changes are made to the site plan at the time of building permit application the site plan shall be resubmitted to the planning and zoning commission in the manner of the original application.

Major site plan changes shall include, but not be limited to, building location, building size, reduction in parking area, reduction in building setbacks, or reduction of open space or landscaped areas. Land use changes that require increased parking areas or that generate excessive traffic demand shall also be considered to be a major change.

- (f) *Minimum site development requirements:* Development within the MPC district shall be reviewed and approved by the planning and zoning commission and shall meet the following requirements:

(1) *Building setbacks:*

Front yard setback: 25 feet.

Side yard setback: 10 feet, unless the development abuts a residential zone or residential use at the time of development, in which case not less than 20 feet.

Rear yard setback: 20 feet unless the development abuts a residential zoning district or residential use in which case not less than 30 feet.

- (2) *Minimum lot width:* 150 feet, except in those situations where a single lot containing less than the minimum required lot width is located between parcels zoned for commercial purposes.
- (3) *Open space requirements:* The required yards (i.e. building setbacks) as specified herein shall be maintained as open landscaped areas and shall consist primarily of grass or other vegetative material. No portion of any building or parking area shall be permitted within the required yard area. Accessways or driveways will be permitted across the front yard area but shall not be permitted across the side yard or rear yard area.

In addition to the open landscaped space provided by the required yards, those parcels or development sites exceeding one acre in total area shall provide open landscaped areas on at least five percent of the site. The additional five percent area shall be calculated for that portion of the property or development site exclusive of the required yard areas.

- (4) *Landscaping requirement:* A minimum of .04 points per square foot of total lot area or total development site area must be achieved with planting of a combination of trees and shrubs. The measured compliance table outlines the point schedule.
- (5) *Street tree planting:* A minimum of .75 points per linear foot of street frontage must be achieved in the city parking area (right-of-way). This point requirement shall be met through the establishment of trees. Planting shall comply with guidelines established by the City of Cedar Falls Park Division.
- (6) *Measured compliance:* The following point schedule and conditions apply to required landscaping and shall be used in determining achieved points for required planting:

Overstory Trees:

- 4 inch caliper or greater 100 points
- 3 inch caliper or greater 90 points
- 2 inch caliper or greater 80 points

Understory Trees:

- 2 inch caliper or greater 40 points
- 1½ inch caliper or greater 30 points
- 1 inch caliper or greater 20 points

Shrubs:

- 5 gallon or greater 10 points
- 2 gallon or greater 5 points

Conifers:

- 10 foot height or greater 100 points
- 8 foot height or greater 90 points
- 6 foot height or greater 80 points

Item F.1.

5 foot height or greater 40 points

4 foot height or greater 30 points

3 foot height or greater 20 points

- (7) *Building design:* The architectural character, building materials and exterior colors of all proposed buildings shall be compatible with adjoining or nearby structures. The planning and zoning commission shall have the authority to review all building design components.
- (8) *Screening requirements:* Any permitted use established within the district shall provide an effective visual screen or barrier if the use or property abuts a residential zoning district or residential use property. The screen may consist of vegetative material, brick or wooden wall or fence materials or a dirt berm measuring, at the time of installation, at least eight feet in height. The screen shall be located at the property line.
- (9) *Parking requirements:* Any permitted use established within the UPC district shall meet on-site parking requirements as outlined in section 29-177 of the Zoning Ordinance.
- (10) *Building height:* Maximum of 30 feet as measured from finished grade to the peak of the roof. However, building height may be increased if building setbacks are increased proportionately.
- (11) *Signage:* Uses within the MPC district will be allowed, upon sign permit approval, to install on-site signs that do not exceed the following criteria:
 - a. Accessory wall signs not to exceed ten percent of the surface area of any single wall to which the signs are affixed.
 - b. Directional signs limited to one sign per curb cut and limited in size to six square feet in area and no taller than four feet in height.
 - c. Accessory freestanding signs as follows:
 - 1. Monument signs no taller than six feet in height nor larger than 40 square feet in area.
 - 2. Number of signs limited to one sign per separate principal permitted structure.
 - 3. No off-premise signs are permitted.
- (12) *Outdoor storage:* No outdoor merchandise displays or storage of materials in an unenclosed outdoor storage area will be permitted.
- (13) *Lighting:* Any lighting used to illustrate any sign, parking area, or any portion of the premises shall be situated in such a manner that the light is reflected from adjoining residential premises.

Sec. 29-162. - PO-1, Professional Office District.

- (a) *Purpose and intent:* The purpose of the following provisions are to promote and facilitate the development of comprehensively planned campus-like office parks with high quality building design, careful site planning, and neighborhood compatibility which are harmoniously designed to complement surrounding areas.
- (b) *Definition and locational criteria:* The Professional Office District is established to promote low intensity business activity areas. Said district may be established within existing high density residential districts, in commercial districts as well as in undeveloped areas of the city that are indicated on the city land use plan as appropriate for professional office uses.

- (c) *Minimum site plan:* In order to develop a comprehensively Planned Office District, a minimum site area of two acres shall be required. Smaller tracts may be applied for if the site is amendable to long term planning and/or the site is in a location where the surrounding neighborhood dictates the need for careful site planning and building design.
- (d) *Principal permitted uses:* The following uses or similar uses are permitted:
- (1) Professional services, administrative offices.
 - (2) Medical offices and facilities.
 - (3) Educational, vocational facilities.
 - (4) Recreational clubs with indoor facilities.
 - (5) Limited retail commercial or food services primarily intended to serve the needs of business tenants, and employees within the identified office district.
 - (6) Telemarketing offices.
 - (7) Financial services.
 - (8) Television, radio studios, not to include attendant transmitting stations or towers exceeding the maximum height allowed within the district.
- (e) *Prohibited uses:* The following uses or similar uses are prohibited:
- (1) Commercial uses designed on a scale intended to serve the general community. Examples would be grocery store, movie theatre, larger retail center, service station, furniture store, etc.
 - (2) Funeral homes.
 - (3) Residential uses.
 - (4) Group homes.
 - (5) Warehousing or shipping/transit facilities.
 - (6) Night clubs, taverns.
 - (7) Hotels, lodging facilities.
- (f) *Performance criteria:* The uses established within the district will not, in their normal operations, produce noise perceptible from the zoning district boundary line nor will the uses generate smoke, heat, glare or truck traffic. The businesses within the district will not establish outdoor storage or display areas.
- (g) *Maximum building height:* 48 feet or 4 stories, whichever is less.
- (h) *Submittal requirements:* Any person seeking approval of development within the district shall submit a detailed development site plan in conjunction with a request to establish the Professional Office District zoning on the property. Zoning approval cannot be given without an approved development site plan. Said site plan along with other pertinent development information shall be reviewed by the city planning and zoning commission and city council.

Said review shall evaluate whether or not the proposed development plan conforms to the standards of the comprehensive plan, recognized principles of civic design, land use planning, landscape architecture, and building architectural design.

The planning and zoning commission may recommend and the city council may: deny the plan approve the plan as submitted, or, before approval, may require that the applicant modify, alter, adjust or amend the

Item F.1.

plan to the end that the plan preserves the intent and purpose of this section to promote the public health, safety and general welfare.

The petitioner shall submit at least five copies of professionally prepared plans detailing the following:

- (1) Building locations.
- (2) Streets, drives, accessways, sidewalks.
- (3) Parking lots.
- (4) Landscape plan, open space areas.
- (5) Pedestrian traffic plan.
- (6) Architectural renderings of all sides of each building.
- (7) Signage plan.
- (8) List of expected uses within the development.
- (9) Stormwater detention and erosion control plans.
- (10) Topographic features of the site including land and soils capability analysis.
- (11) Natural drainageways, floodplain areas.
- (12) Municipal utility locations.

The plan shall be accompanied by a traffic generation analysis with particular attention to impacts upon surrounding roadways.

The plan shall be accompanied by a developmental procedures agreement that will describe the timing and phasing of the project and outline other development details as necessary.

(i) *Site development requirements.*

- (1) For comprehensively planned sites containing two acres or more a setback area of 20 feet shall be provided around the perimeter of the development site. Said setback area shall remain in open landscaped green space where no structures or parking areas shall be established. All signage shall provide a 10-foot setback from the property line along all public rights-of-way and principal accessways.
- (2) For interior streets or principal accessways within the interior of said development site, a 20-foot setback consisting of open landscaped green space area shall be provided adjacent to, and on both sides of, said interior public right-of-way or principal accessway. No structure or parking areas will be allowed within this setback area. All signage shall provide a ten-foot setback from the property line along all public rights-of-way and principal accessways. All signage installed prior to September 19, 2016 shall be considered conforming signs.
- (3) Structures established within said development site shall provide a minimum separation of 20 feet between other structures on the site.
- (4) Commercial establishments, including retail and personal services, may be integrated into the principal office park area as a minor component of the overall plan. Said uses shall be viewed as secondary and accessory to the office park development and shall not be established until at least 25 percent of the planned office development is completed.
- (5) Landscaping/open space requirements: The minimum required landscape area shall be ten (10) percent of the total development site area of the district excluding the perimeter setback area as specified herein.

Item F.1.

It is the intent of this regulation that in larger development sites open space and landscape areas should be distributed throughout the development site rather than isolated in one area of the site.

A minimum of .02 points per square foot of total development site area shall be achieved with planting of a combination of trees and shrubs. If, in the judgment of the planning and zoning commission the required number of points result in an excessive number of plantings, up to ten percent of the total required points can be assigned to open green space at the rate of 1 point for each 500 square feet of open green space.

Street tree planting: a minimum of .75 points per linear foot of street frontage shall be required.

- (6) Parking areas: In addition to the open space and landscaping requirements specified herein, tree plantings and other vegetative treatments shall be required within and surrounding designated parking areas. The intent of this requirement shall be to provide shade and visual relief in large parking areas. It is recommended that at least one overstory tree be established for every fifteen parking stalls or 2500 square feet of parking space area. Said trees shall be provided a protected island and adequate permeable surface area to promote growth and full maturity. Shrubbery, understory trees, and landscaped berms are to be encouraged around the perimeter of all parking areas.
- (7) Measured compliance. The following point schedule and conditions apply to required landscaping in all zones and shall be used in determining achieved points for required planting:

Overstory trees	
4 inch caliper or greater	100 points
3 inch caliper or greater	90 points
2 inch caliper or greater	80 points

Understory trees	
2 inch caliper or greater	40 points
1½ inch caliper or greater	30 points
1 inch caliper or greater	20 points

Shrubs	
5 gallon or greater	10 points
2 gallon or greater	5 points

Conifers	
----------	--

Item F.1.

10 foot height or greater	100 points
8 foot height or greater	90 points
6 foot height or greater	80 points
5 foot height or greater	40 points
4 foot height or greater	30 points
3 foot height or greater	20 points

- (j) *Design review:* All structures established within the district shall be reviewed for architectural compatibility with surrounding structures. Paramount in this review will include building materials, exterior materials on all sides, roof line, size and location of windows and doors, roof mounted appurtenances, facades and signage.
- (1) *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.
 - (2) *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.
 - (3) *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.
 - (4) *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.
 - (5) *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.
 - (6) *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.
- (k) *Signage:* The following signs may be established within the district.
- (1) Wall signs not to exceed in total sign area ten percent of the surface area of the single wall to which it is affixed. No more than two wall surfaces of any single structure may be utilized for sign displays.
No wall sign shall extend above the top of the wall face to which it is attached.
 - (2) *Freestanding signs:*
 - a. One main entrance sign may be located adjacent to the adjoining thoroughfare. Said sign shall be limited in overall height to 15 feet with a maximum sign area of 150 square feet.

- b. Individual signs identifying specific uses may be established adjacent to interior accessways or streets. There shall be a minimum separation of 50 feet between said signs.
 - 1. Single use signs shall be limited in overall height to eight feet with a maximum sign area of 40 square feet.
 - 2. Multiple use signs containing displays of at least three or more uses may be established at a maximum height of 12 feet with a maximum sign area of 60 square feet.

Particular uses may advertise on one but not on both types of interior freestanding side.
- c. Directional signs, measuring no more than six feet in height and six square feet in area may be established for traffic management purposes at appropriate locations. One business logo or name will be permitted on each sign.
- d. Signs may be illuminated with interior or exterior lighting. However, no blinking, flashing or chasing lights will be permitted. Digital message signs will be permitted.

(3) Signs not permitted:

- a. Billboard signs.
- b. Roof signs.
- c. Signs as limited within section 29-199.

- (l) *Site plan revisions/amendments*: All changes, modifications, revisions and amendments made to development plans deemed to be major or substantial by the city planner after city approval of such plans shall be resubmitted and considered in the same manner as originally required. Examples of major or substantial changes include but are not limited to: land use changes, building locations, residential densities, street alignments, parking lot arrangements, interior traffic patterns, landscaping plans, signage plan and building design elements.
- (m) *Change in use/reconstruction*: No use established within the district shall be removed, altered or replaced by a new use without prior authorization by the city planner. No building or parking area shall be reconstructed or substantially altered in any fashion without preliminary review and approval by the city planner.

If, in the judgment of the city planner the proposed change in use, proposed building reconstruction or parking lot alteration represents a substantial change from the originally approved district plan, the proposal shall be referred to the planning and zoning commission and the city council for review.

Sec. 29-163. - BR, Business/Research Park District.

- (a) *Purpose and intent*: The purpose of the Business/Research Park District is to provide for the establishment of planned business office and research facility parks. It is the goal of these regulations to encourage the establishment of employment and business centers that promote large scale high technology and other clean, light industries, research facilities and office centers that meet high aesthetic standards.
- (b) *Locational criteria*: The Business/Research Park District may be established in existing light industrial zoning districts as well as in undeveloped areas of the city that are indicated on the city land use plan as appropriate for Business/Research Park.
- (c) *Principle permitted uses*: The following uses or similar uses are permitted:
 - (1) Research offices, laboratories and testing facilities provided that such facilities are entirely enclosed.

Item F.1.

- (2) Corporate headquarters, regional headquarters, administrative offices.
 - (3) Local service or professional service offices such as real estate, insurance, lawyers, doctors office, financial institution.
- (c-1) *Conditional uses:* The following uses are permitted within the business/research park district subject to the review and approval of the planning and zoning commission and the city council. Said review is intended to determine the compatibility of said users with principal permitted users within the BR district:
- (1) Light manufacturing where the manufacturing activity occurs entirely within the principal structure with no outdoor storage areas established and when said use is compatible with other uses within the district.
 - (2) Limited commercial/retail uses intended to serve the needs of the business tenants/employees only. Such permitted uses would include: restaurant, health club, convenience store, retail bakery shop, gift shop, post office substation, shoe repair, photographic studio, clothes, cleaning, barbershop, hair stylist.
- (d) *Uses not permitted:*
- (1) Any residential use.
 - (2) Warehouses including mini-storage warehouses.
 - (3) Any uses with physical and operational characteristics or requirements that generate substantial truck traffic, noise, odor, dust, glare, heat or vibrations, or of a character not compatible with the high aesthetic standards of the district. Examples of inappropriate use would include: wholesaling/warehousing, motor freight terminal, auto or truck storage or repair, machine shops, cabinet shop, animal hospitals, junk/iron storage, concrete mixing, sawmill, auto assembly, manufacture of pottery.
 - (4) Transmitting stations/communication towers in excess of the district height limitations.
 - (5) Hotels and motels.
- (e) *Submittal requirements:* The owner or option purchaser of a tract of land within the Business/Research Park District shall submit a development site plan to the planning and zoning commission and the city council following approval of Business/Research Park District zoning. Development may occur on individually platted lots or a joint development may occur on common lands.

Said development site plan review shall evaluate whether or not the proposed development plan conforms to the standards of the comprehensive plan, recognized principles of civic design, land use planning, landscape architecture, and building architectural design.

The planning and zoning commission may recommend and the city council may: deny the plan, approve the plan as submitted, or, before approval, may require that the applicant modify, alter, adjust or amend the plan to the end that the plan preserves the intent and purpose of this section to promote the public health, safety and general welfare.

The petitioner shall submit at least five copies of professionally prepared comprehensive plans detailing the following:

- (1) Building locations.
- (2) Streets, drives, accessways.
- (3) Parking lots.

- (4) Landscape plan, open space areas.
- (5) Pedestrian traffic plan, including sidewalks, bicycle paths.
- (6) Architectural renderings of all sides of each building, including accessory structures.
- (7) Signage plan.
- (8) List of expected uses within the development.
- (9) Stormwater detention and erosion control plans.
- (10) Topographic features of the site including land and soils capability analysis.
- (11) Natural drainageways, floodplain areas.
- (12) Municipal utility locations.

The plan shall be accompanied by a traffic generation analysis with particular attention to impacts upon surrounding roadways.

The plan shall be accompanied by a developmental procedures agreement that will describe the timing and phasing of the project and outline other development details as necessary.

(f) *Site development standards:*

- (1) The following minimum building and parking lot setbacks shall apply to every building site in the district:

Front yard:	30 feet
Side yard:	10% of lot width (20 feet maximum)
Rear yard:	20 feet

No portion of a principal building, accessory structure or parking lot shall extend into said required setback areas.

- (2) *Landscaping/open space requirements:* The minimum required landscape area shall be 20 percent of the total development site area as specified herein.

It is the intent of this regulation that in larger development sites open space and landscape areas should be distributed throughout the development site rather than isolated in one area of the site.

A minimum of 0.02 points per square foot of total development site area, exclusive of required setback areas, shall be achieved with planting of a combination of trees and shrubs. If, in the judgment of the planning and zoning commission the required number of points result in an excessive number of plantings, up to ten percent of the total required points can be assigned to open green space at the rate of 1 point for each 500 square feet of open green space.

Street tree planting: A minimum of .75 points per linear foot of street frontage shall be required.

Parking areas: In addition to the open space and landscaping requirements specified herein, tree plantings and other landscape treatments shall be required within designated parking areas. The intent of this requirement shall be to provide shade and visual relief in large parking areas. It is recommended that at least one overstory tree be established for every fifteen parking stalls or

Item F.1.

2500 square feet of hard surfaced parking space area. Said landscape trees shall be provided with a protected island and adequate permeable surface area to promote growth and full maturity. Shrubbery, understory trees, and landscaped berms are to be required around the perimeter of all parking areas containing ten or more parking stalls.

Measured compliance. The following point schedule and conditions apply to required landscaping in all zones and shall be used in determining achieved points for required planting:

Overstory trees	
4 inch caliper or greater	100 points
3 inch caliper or greater	90 points
2 inch caliper or greater	80 points

Understory trees	
2 inch caliper or greater	40 points
1½ inch caliper or greater	30 points
1 inch caliper or greater	20 points

Shrubs	
5 gallon or greater	10 points
2 gallon or greater	5 points

Conifers	
10 foot height or greater	100 points
8 foot height or greater	90 points
6 foot height or greater	80 points
5 foot height or greater	40 points
4 foot height or greater	30 points
3 foot height or greater	20 points

- (g) *Design Review:* All structures established within the district shall be reviewed for architectural compatibility with surrounding structures. Paramount in this review will include building materials, exterior materials on all sides, coloration, roof line, size and location of windows and doors, roof mounted appurtenances, facades and signage.
- (1) *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.
 - (2) *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.
 - (3) *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.
 - (4) *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.
 - (5) *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.
 - (6) *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.
- (h) *Signage:* The following signs may be established within the district.
- (1) Wall signs not to exceed in total sign area 20 percent of the surface area of the single wall to which it is affixed. No more than two wall surfaces of any single structure may be utilized for sign displays.
No wall sign shall extend above the top of the wall face to which it is attached.
 - (2) Freestanding signs may include the following:
 - a. Single use signs shall be limited in overall height to eight feet with a maximum sign area of 40 square feet.
 - b. Multiple use signs containing displays of at least three or more uses may be established at a maximum height of 12 feet with a maximum sign area of 60 square feet.
Individual uses may advertise on one but not on both types of interior freestanding sign.
 - c. Directional signs, measuring no more than six feet in height and six square feet in area may be established for traffic management purposes at appropriate locations. One business logo or name will be permitted on each sign.
 - d. Signs may be illuminated with interior or exterior lighting. However, no blinking, flashing or chasing lights will be permitted. Digital message signs will be permitted.
 - (3) Signs not permitted:
 - a. Billboard signs.

Item F.1.

- b. Roof signs.
 - c. Signs as limited within section 29-199.
- (i) *Site plan revisions/amendments:* All changes, modifications, revisions and amendments made to development plans deemed to be major or substantial by the city planner after city approval of such plans shall be resubmitted and considered in the same manner as originally required. Examples of major or substantial changes include but are not limited to: land use changes, building locations, residential densities, street alignments, parking lot arrangements, interior traffic patterns, landscaping plans, signage plan and building design elements.
 - (j) *Change in use/reconstruction:* No use established within the district shall be removed, altered or replaced by a new use without prior authorization by the city planner. No building or parking area shall be reconstructed or substantially altered in any fashion without preliminary review and approval by the city planner.

If, in the judgment of the city planner the proposed change in use, proposed building reconstruction or parking lot alteration represents a substantial change from the originally approved district plan, the proposal shall be referred to the planning and zoning commission and the city council for review.

Sec. 29-164. - MU, Mixed Use Residential District.

- (a) *Purpose and intent.* The Mixed Use Residential District is established for the purpose of accommodating integrated residential and neighborhood commercial land uses on larger parcels of land for the purpose of creating viable, self-supporting neighborhood districts.

The Mixed Use Residential District strives to encourage innovative development that incorporates high-quality building design, careful site planning, preservation of unique environmental features with an emphasis upon the creation of open spaces and amenities that enhance the quality of life of residents.

- (b) *Locational criteria:* Mixed Use Residential Districts may be established in high density residential, commercial zoning districts and in undeveloped areas of the city that are indicated on the city land use plan as appropriate for Mixed Use Residential uses.
- (c) *Permitted uses:* The following uses are permitted:
 - (1) Detached single-unit residences including manufactured housing.
 - (2) Multiple unit dwellings.
 - (3) Group homes.
 - (4) Senior citizen centers/retirement communities.
 - (5) Boardinghouses.
 - (6) Religious institutions.
 - (7) Educational facilities.
 - (8) Professional offices/professional services.
 - (9) Social clubs.
 - (10) Recreational facilities (indoor and outdoor).
 - (11) Day care facilities.
 - (12) Hotels/motels.

- (13) Commercial uses including retail businesses and personal services establishments shall be permitted as limited herein:

Any use generally characterized as "neighborhood commercial" or commercial uses intended to serve surrounding residential areas. Examples of appropriate uses would include: grocery, drug store, restaurant, retail shops, gasoline station, bookstore, theatre, household appliance store, etc.

It is intended that this district be developed with a mixture of uses. Therefore, in order to attain this end an approved district development site plan shall indicate a majority of developable land area dedicated to uses other than detached single-unit residential development. Furthermore, no portion of a designated detached single-unit development may begin construction until construction has begun in other areas (i.e. multi-unit, commercial) of the district.

Prohibited Uses:

- (1) Billboards.
 - (2) Transmitting stations/communication towers.
 - (3) Warehousing, storage facilities.
 - (4) Industrial uses.
 - (5) Intensive commercial uses such as auto dealership, lumberyard, sheet metal, plumbing shops, recycling center, etc.
- (d) *Maximum building height:* Principal structures shall be limited to overall height of 35 feet or three stories, whichever is less. Accessory structures shall be limited to 18 feet in overall height.
- (e) *Submittal requirements:* The owner or option purchaser of a tract of land may seek approval of a Mixed Use Residential zoning designation with the simultaneous submittal of a comprehensive development site plan. Zoning approval cannot be given without an approved development site plan. Said site plan along with other pertinent development information shall be reviewed by the planning and zoning commission and the city council.

Said review shall evaluate whether or not the proposed development plan conforms to the standards of the comprehensive plan, recognized principles of civic design, land use planning, landscape architecture, and building architectural design.

The planning and zoning commission may recommend and the city council may: deny the plan, approve the plan as submitted, or, before approval, may require that the applicant modify, alter, adjust or amend the plan to the end that the plan preserves the intent and purpose of this section to promote the public health, safety and general welfare.

The petitioner shall submit at least five copies of professionally prepared comprehensive plans detailing the following:

- (1) Building locations.
- (2) Streets, drives, accessways.
- (3) Parking lots.
- (4) Landscape plan, open space areas.
- (5) Pedestrian traffic plan, including sidewalks, bicycle paths.
- (6) Architectural renderings of all sides of each building, including accessory structures.

Item F.1.

- (7) Signage plan.
- (8) List of expected uses within the development.
- (9) Stormwater detention and erosion control plans.
- (10) Topographic features of the site including land and soils capability analysis.
- (11) Residential densities.
- (12) Natural drainageways, floodplain areas.
- (13) Municipal utility locations.
- (14) Residential recreation or park areas.

The plan shall be accompanied by a traffic generation analysis with particular attention to impacts upon surrounding roadways.

The plan shall be accompanied by a developmental procedures agreement that will describe the timing and phasing of the project and outline other development details as necessary.

(f) *Site development criteria:*

- (1) In order to develop a comprehensively planned Mixed Use District a minimum site area of ten acres shall be required. Smaller tracts may be applied for if the site is amendable to long term planning and/or the site is in a location where the surrounding neighborhood dictates the need for careful site planning and building design.
- (2) A minimum setback area consisting of open landscaped green space measuring 30 feet in width shall be established around the perimeter of the development site. No structures or parking areas shall be permitted within said setback area. All signage shall provide a 10-foot setback from the property line along all public rights-of-way and principal accessways. This minimum setback area may be reduced to 20 feet on tracts measuring less than ten acres in area subject to review and recommendation by the planning and zoning commission and city council.
- (3) Additional setbacks shall be required within the district immediately adjacent to interior streets and principal accessways. Said minimum setbacks shall be 20 feet and shall consist of open landscape green space in which no structure or parking area shall be established. All signage shall provide a 10-foot setback from the property line along all public rights-of-way and principal accessways. All signage installed prior to September 19, 2016 shall be considered conforming signs.
- (4) A minimum separation of 20 feet shall be maintained between principal structures established within the district. Accessory structures shall conform to the requirements as specified in section 29-115. No detached accessory structures shall be established in front yard areas.
- (5) Landscaping/open space requirements: The minimum required landscape area shall be ten percent of the total development site area excluding the perimeter setback area as specified herein.

It is the intent of this regulation that in larger development sites open space and landscape areas should be distributed throughout the development site rather than isolated in one area of the site. It is also the intent of this section that for larger residential developments common open space or park areas shall be established for the use and enjoyment of residents.

A minimum of .02 points per square foot of total development site area shall be achieved with planting of a combination of trees and shrubs. If, in the judgment of the planning and zoning commission the required number of points result in an excessive number of plantings, up to ten

Item F.1.

percent of the total required points can be assigned to open green space at the rate of 1 point for each 500 square feet of open green space.

Street tree planting: a minimum of .75 points per linear foot of street frontage shall be required.

Parking areas: In addition to the open space and landscaping requirements specified herein, tree plantings and other landscape treatments shall be required within and surrounding designated parking areas. The intent of this requirement shall be to provide shade and visual relief in large parking areas. It is recommended that at least one overstory tree be established for every 15 parking stalls or every 2500 square feet of parking space area. Said trees shall be provided a protected island and adequate permeable surface area to promote growth and full maturity. Shrubbery, understory trees, and landscaped berms are to be required around the perimeter of all parking areas containing ten or more parking stalls.

Measured compliance. The following point schedule and conditions apply to required landscaping and shall be used in determining achieved points for required planting:

Overstory trees	
4 inch caliper or greater	100 points
3 inch caliper or greater	90 points
2 inch caliper or greater	80 points

Understory trees	
2 inch caliper or greater	40 points
1½ inch caliper or greater	30 points
1 inch caliper or greater	20 points

Shrubs	
5 gallon or greater	10 points
2 gallon or greater	5 points

Conifers	
10 foot height or greater	100 points
8 foot height or greater	90 points
6 foot height or greater	80 points

Item F.1.

5 foot height or greater	40 points
4 foot height or greater	30 points
3 foot height or greater	20 points

(6) *Design review.* All structures established within the district shall be reviewed for architectural compatibility with surrounding structures. Paramount in this review will include building materials, exterior materials on all sides, roof line, size and location of windows and doors, roof mounted appurtenances, facades and signage.

- a. *Proportion:* The relationship between the width and height of the front elevations of adjacent buildings shall be considered in the construction or alteration of a building; the relationship of width to height of windows and doors of adjacent buildings shall be considered in the construction or alteration of a building.
- b. *Roof shape, pitch, and direction:* The similarity or compatibility of the shape, pitch, and direction of roofs in the immediate area shall be considered in the construction or alteration of a building.
- c. *Pattern:* Alternating solids and openings (wall to windows and doors) in the front facade and sides and rear of a building create a rhythm observable to viewers. This pattern of solids and openings shall be considered in the construction or alteration of a building.
- d. *Materials and texture:* The similarity or compatibility of existing materials and textures on the exterior walls and roofs of buildings in the immediate area shall be considered in the construction or alteration of a building. A building or alteration shall be considered compatible if the materials and texture used are appropriate in the context of other buildings in the immediate area.
- e. *Color:* The similarity or compatibility of existing colors of exterior walls and roofs of buildings in the area shall be considered in the construction or alteration of a building.
- f. *Architectural features:* Architectural features, including but not limited to, cornices, entablatures, doors, windows, shutters, and fanlights, prevailing in the immediate area, shall be considered in the construction or alteration of a building. It is not intended that the details of existing buildings be duplicated precisely, but those features should be regarded as suggestive of the extent, nature, and scale of details that would be appropriate on new buildings or alterations.

(g) *Signage:* Advertising or entrance signage shall be permitted for the various uses allowed within the district. Residential uses shall be permitted to establish signage in conformance with the general sign regulations for R-3 Residential Districts as specified in section 29-202.

Signage for commercial, professional office or institutional uses shall be allowed with the following limitations:

- (1) Wall signs not to exceed in total sign area 20 percent of the surface area of the single wall to which it is affixed. No more than two wall surfaces of any single structure may be utilized for sign displays.

No wall sign shall extend more than four feet above the top of the wall face to which it is attached.

(2) Freestanding signs may include the following:

- a. One main entrance sign may be located adjacent to the adjoining major thoroughfare. Said sign shall be limited in overall height to 20 feet with a maximum sign area of 200 square feet.
- b. Individual signs identifying specific uses may be established adjacent to interior accessways or streets. There shall be a minimum separation of 150 feet between said signs.
 1. Single use signs shall be limited in overall height to eight feet with a maximum sign area of 40 square feet.
 2. Multiple use signs containing displays of at least three or more uses may be established at a maximum height of 12 feet with a maximum sign area of 60 square feet.

Particular uses may advertise on one but not on both types of interior freestanding sign.

- c. Directional signs, measuring no more than six feet in height and six square feet in area may be established for traffic management purposes at appropriate locations. One business logo or name will be permitted on each sign.
- d. Signs may be illuminated with interior or exterior lighting. However, no blinking flashing or chasing lights will be permitted. Digital message signs will be permitted.

(3) Signs not permitted:

- a. Billboard signs.
 - b. Roof signs.
 - c. Signs as limited within section 29-199.
- (h) *Site plan revisions/amendments:* All changes, modifications, revisions and amendments made to development plans deemed to be major or substantial by the city planner after city approval of such plans shall be resubmitted and considered in the same manner as originally required. Examples of major or substantial changes include but are not limited to: land use changes, building locations, residential densities, street alignments, parking lot arrangements, interior traffic patterns, landscaping plans, signage plan and building design elements.
- (i) *Change in use/reconstruction:* No use established within the district shall be removed, altered or replaced by a new use without prior authorization by the city planner. No building or parking area shall be reconstructed or substantially altered in any fashion without preliminary review and approval by the city planner.

If, in the judgment of the city planner the proposed change in use or proposed building reconstruction or parking lot alteration represents a substantial change from the originally approved district plan, the proposal shall be referred to the planning and zoning commission and the city council for review.

Sec. 29-165. - HWY-1, Highway Commercial District.

- (a) *Purpose and intent:* The purpose of the following provisions are to promote and facilitate comprehensively planned commercial developments located adjacent to major transportation corridors and interchanges. It is further the purpose of these regulations to encourage high standards of building architecture and site planning which will foster commercial development that maximizes pedestrian convenience, comfort and pleasure.

Item F.1.

- (b) *Definition and locational criteria:* A Highway Commercial District is a commercial project containing general service facilities on larger tracts of land intended to serve the traveling public or for the establishment of regional commercial service centers. Said districts can be established adjacent to state or interstate highway corridors at sites best suited to serve the traveling public.
- (c) *Minimum site plan:* A Highway Commercial Zoning District designation may be applied to tracts of land measuring at least two acres in area and in locations clearly intended to service an adjacent highway.
- (d) *Permitted uses:* Principal permitted uses are as follows:
 - (1) Regional shopping centers.
 - (2) Hotels, motels.
 - (3) Restaurants.
 - (4) Truck stop.
 - (5) Motor vehicle sales and display.
 - (6) Mobile home/travel trailer sales and display.
 - (7) Service stations with auto repair as a secondary use.
 - (8) Any commercial or retail use intended to serve the traveling public or a regional customer base.
 - (9) Auto repair shops.
- (e) *Prohibited uses.* The following uses and similar uses will not be permitted within the district:
 - (1) Residential uses.
 - (2) Manufacturing or fabricating facilities.
 - (3) Warehousing facilities.
 - (4) Billboards.
 - (5) Transmitting station/communication towers.
 - (6) Religious or educational institutions that serve primarily the local population.
 - (7) Auto body shops as a principal use.
 - (8) Any use with physical and operational characteristics or requirements that generate substantial noise, odor, dust, glare, heat or vibrations, or of a character not compatible with the high aesthetic standards of a regional commercial service district. Examples of uses that would be considered unacceptable would include: motor freight terminal, machine shop, cabinet shop, animal hospital, small engine repair.
 - (9) Junk yards or vehicle parts yards.
- (f) *Outdoor storage or display:* Outdoor storage or display areas generally oriented towards a public view shall be prohibited. Temporary or seasonal displays may be permitted on a limited basis only upon approval by the planning and zoning commission and the city council. Auto dealership, travel trailer or mobile home display plans must also be reviewed by the commission and city council.
- (g) *Submittal requirements:* The owner or option purchaser of a tract of land may seek approval of a Highway Commercial District zoning designation with the simultaneous submittal of a comprehensive development site plan. Zoning approval cannot be given without an approved development site plan. Said site plan along with other pertinent development information shall be reviewed by the planning and zoning commission and the city council.

Said review shall evaluate whether or not the proposed development plan conforms to the standards of the comprehensive plan, recognized principles of civic design, land use planning, landscape architecture, and building architectural design.

The planning and zoning commission may recommend and the city council may: deny the plan, approve the plan as submitted, or, before approval, may require that the applicant modify, alter, adjust or amend the plan to the end that the plan preserves the intent and purpose of this section to promote the public health, safety and general welfare.

The petitioner shall submit at least five copies of professionally prepared comprehensive plans detailing the following:

- (1) Building locations.
- (2) Streets, drives, accessways.
- (3) Parking lots.
- (4) Landscape plan, open space areas.
- (5) Pedestrian traffic plan, including sidewalks.
- (6) Architectural renderings of all sides of each building, including accessory structures.
- (7) Signage plan.
- (8) List of expected uses within the development.
- (9) Stormwater detention and erosion control plans.
- (10) Topographic features of the site including land and soils capability analysis.
- (11) Natural drainageways, floodplain areas.
- (12) Municipal utility locations.

The plan shall be accompanied by a traffic generation analysis with particular attention to impacts upon surrounding roadways.

The plan shall be accompanied by a developmental procedures agreement that will describe the timing and phasing of the project and outline other development details as necessary.

(h) *Site development requirements:*

- (1) *Setbacks:* A 20-foot setback consisting of landscape material shall be established around the perimeter of the district. No structure or parking areas will be allowed within this setback area. All signage shall provide a 10-foot setback from the property line along all public rights-of-way and principal accessways.
- (2) If the development site includes internal streets or principal accessways a 20-foot setback consisting of landscape material shall be provided adjacent to said street right-of-way or principal accessway. No structure or parking areas will be allowed within this setback area. All signage shall provide a 10-foot setback from the property line along all public rights-of-way and principal accessways. All signage installed prior to September 19, 2016 shall be considered conforming signs.
- (3) *Landscaping/open space requirements:* The minimum required landscape area shall be ten percent of the total development site area of the required district excluding the perimeter setback area as specified herein.

Item F.1.

It is the intent of this regulation that in larger development sites open space and landscape areas should be distributed throughout the development site rather than isolated in one area of the site.

A minimum of 0.02 points per square foot of total development site area shall be achieved with planting of a combination of trees and shrubbery. If, in the judgment of the planning and zoning commission the required number of points result in an excessive number of plantings, up to ten percent of the total required points can be assigned to open green space at the rate of 1 point for each 500 square feet of open green space.

Street tree planting: A minimum of .75 points per linear foot of street frontage shall be required.

Parking areas: In addition to the open space and landscaping requirements specified herein, tree plantings and other landscape treatments shall be required within designated parking areas. The intent of this requirement shall be to provide shade and visual relief in large parking areas. It is recommended that at least one overstory tree be established for every 15 parking stalls or 2500 square feet of hard surfaced parking space area. Said trees shall be provided with a protected island and adequate permeable surface area to promote growth and full maturity. Shrubby, understory trees, or landscape berms are to be required around the perimeter of all parking areas containing ten or more parking stalls.

Measured compliance. The following point schedule and conditions apply to required landscaping in all zones and shall be used in determining achieved points for required planting:

Overstory trees	
4 inch caliper or greater	100 points
3 inch caliper or greater	90 points
2 inch caliper or greater	80 points

Understory trees	
2 inch caliper or greater	40 points
1½ inch caliper or greater	30 points
1 inch caliper or greater	20 points

Shrubs	
5 gallon or greater	10 points
2 gallon or greater	5 points

Conifers	
10 foot height or greater	100 points
8 foot height or greater	90 points
6 foot height or greater	80 points
5 foot height or greater	40 points
4 foot height or greater	30 points
3 foot height or greater	20 points

- (4) *Design review:* All structures established within the district shall be reviewed for architectural compatibility with surrounding structures. Paramount in this review will include building materials, exterior materials on all sides, coloration, roof line, size and location of windows and doors, roof mounted appurtenances, facades and signage.
- a. *Proportion:* The relationship between the width and height of the front elevations of adjacent buildings shall be considered in the construction or alteration of a building; the relationship of width to height of windows and doors of adjacent buildings shall be considered in the construction or alteration of a building.
 - b. *Roof shape, pitch, and direction:* The similarity or compatibility of the shape, pitch, and direction of roofs in the immediate area shall be considered in the construction or alteration of a building.
 - c. *Pattern:* Alternating solids and openings (wall to windows and doors) in the front facade and sides and rear of a building create a rhythm observable to viewers. This pattern of solids and openings shall be considered in the construction or alteration of a building.
 - d. *Materials and texture:* The similarity or compatibility of existing materials and textures on the exterior walls and roofs of buildings in the immediate area shall be considered in the construction or alteration of a building. A building or alteration shall be considered compatible if the materials and texture used are appropriate in the context of other buildings in the immediate area.
 - e. *Color:* The similarity or compatibility of existing colors of exterior walls and roofs of buildings in the area shall be considered in the construction or alteration of a building.
 - f. *Architectural features:* Architectural features, including but not limited to, cornices, entablatures, doors, windows, shutters, and fanlights, prevailing in the immediate area, shall be considered in the construction or alteration of a building. It is not intended that the details of existing buildings be duplicated precisely, but those features should be regarded as suggestive of the extent, nature, and scale of details that would be appropriate on new buildings or alterations.
- (i) *Signage.* The following signs may be established within the District (HWY-1 Commercial):
- (1) Walls signs not to exceed in total area 20 percent of the surface area of the single wall to which it is affixed. No more than two wall surfaces of any single structure may be utilized for sign displays. No wall sign shall extend more than four feet above the top of the wall face to which it is attached.
 - (2) Freestanding signs including "pole signs" and monument signs are to be evaluated on a case by case basis by the commission and city council. It is the intent of this subsection to limit the size,

Item F.1.

height and number of on premise signs for each permitted use with the objective of discouraging sign clutter and to encourage the highest aesthetic standards for the development site. The following guidelines and/or limitations shall be followed when evaluating proposed on-site signage:

- a. The maximum allowable sign height of any single freestanding sign is 40 feet. No single use is permitted more than one 40-foot tall sign. The maximum allowable square footage for all freestanding signs combined is 250 square feet for each separately developed and platted parcel.
- b. It is recommended, though not required, that signs located in the yard area nearest the adjacent major roadway be limited to a maximum height of 25 feet above the surface of the roadway or 40 feet, whichever is less.

The commission and council may deviate from this recommended standard in consideration of the following circumstances: unusually large site; ten acres or more; unusual topographic circumstances that limit visibility of signage. In no case, however, shall signs be taller than 40 feet be permitted.

- c. It is the intent of this subsection that signage permits and allowances pertaining to height and area be consistent throughout the district so that all uses are treated equally.
- (3) Directional signs, measuring no more than six feet in height and six square feet in area may be established for traffic management purposes at appropriate locations. One business logo or name will be permitted on each sign.
 - (4) Signs may be illuminated with interior or exterior lighting. However, no blinking, flashing, or chasing lights will be permitted. Digital message signs will be permitted.
 - (5) Signs not permitted:
 - a. Billboard signs.
 - b. Roof signs.
 - c. Signs as limited with section 29-199.
- (j) *Site plan revisions/amendments:* All changes, modifications, revisions and amendments made to development plans deemed to be major or substantial by the city planner after city approval of such plans shall be resubmitted and considered in the same manner as originally required. Examples of major or substantial changes include but are not limited to: land use changes, building locations, residential densities, street alignments, parking lot arrangements, interior traffic patterns, landscaping plans, signage plan and building design elements.
 - (k) *Change in use/reconstruction:* No use established within the district shall be removed, altered or replaced by a new use without prior authorization by the city planner. No building or parking area shall be reconstructed or substantially altered in any fashion without preliminary review and approval by the city planner.

If, in the judgment of the city planner the proposed change in use, proposed building reconstruction or parking lot alteration represents a substantial change from the originally approved district plan, the proposal shall be referred to the planning and zoning commission and the city council for review.

Sec. 29-166. - PC-2, Planned Commercial District.

- (a) *Purpose and intent:* The purpose of the following provisions are to promote and facilitate imaginative and comprehensively planned commercial developments which are harmoniously designed to complement the surrounding community.

It is further the purpose of these regulations to encourage high standards of building architecture and site planning which will foster commercial development that maximizes pedestrian convenience, comfort and pleasure.

- (b) *Definition and locational criteria:* A Planned Community Commercial District is a predominantly commercial project containing retail and general services facilities on larger tracts of land that is designed and improved in accordance with a comprehensive project plan. Said district can be established within any existing commercial zoning district or in undeveloped areas of the city that are indicated on the city land use plan as appropriate for community commercial uses.
- (c) *Minimum site plan:* A Planned Community Commercial District may be applied to tracts measuring at least ten acres in area. Smaller tracts may be applied for if the site is amenable to long term planning and/or the site is in a location where the surrounding neighborhood dictates the need for careful site planning and building design.
- (d) *Permitted uses:* Principal permitted uses are as follows:
 - (1) Any use permitted within Commercial Zoning Districts unless herein limited.
 - (2) Multi-unit residential uses shall be permitted subject to site plan review. No more than 20 percent of the district may be devoted to residential uses; however, a greater percentage may be allowed if the residential development is clearly intended to serve as a buffer between the commercial development and adjacent residential neighborhoods.
 - (3) Professional offices.
 - (4) Hotels, lodging facilities.
- (e) *Prohibited uses:* The following uses and similar uses will not be permitted within the district:
 - (1) Any use with physical and operational characteristics or requirements that generate substantial truck traffic, noise, odor, dust, glare, heat or vibrations, or of a character not compatible with the high aesthetic standards of the district. Examples of uses that would be considered to be unacceptable would include: wholesaling/warehousing motor freight terminal, auto or truck repair shops, machine shops, cabinet shop, animal hospital, monument sales, recycling center, small engine repair shop, funeral parlor, mobile home sales.
 - (2) Billboards.
 - (3) Single-unit and two unit residences.
- (f) *Outdoor storage or display:* Outdoor storage or display areas generally oriented towards a public view shall be prohibited. Temporary or seasonal displays may be permitted on a limited basis only upon approval by the planning and zoning commission and the city council. Auto dealership display plans must also be reviewed by the commission and city council.
- (g) *Submittal requirements:* The owner or option purchaser of a tract of land may seek approval of a Planned Community Commercial zoning designation with the simultaneous submittal of a comprehensive development site plan. Zoning approval cannot be given without an approved development site plan. Said site plan along with other pertinent development information shall be reviewed by the planning and zoning commission and the city council.

Said review shall evaluate whether or not the proposed development plan conforms to the standards of the comprehensive plan, recognized principles of civic design, land use planning, landscape architecture, and building architectural design.

The planning and zoning commission may recommend and the city council may: deny the plan, approve the plan as submitted, or, before approval, may require that the applicant modify, alter, adjust or amend the

Item F.1.

plan to the end that the plan preserves the intent and purpose of this section to promote the public health, safety and general welfare.

The petitioner shall submit at least five copies of professionally prepared comprehensive plans detailing the following:

- (1) Building locations.
- (2) Streets, drives, accessways.
- (3) Parking lots.
- (4) Landscape plan, open space areas.
- (5) Pedestrian traffic plan, including sidewalks, bicycle paths.
- (6) Architectural renderings of all sides of each building, including accessory structures.
- (7) Signage plan.
- (8) List of expected uses within the development.
- (9) Stormwater detention and erosion control plans.
- (10) Topographic features of the site including land and soils capability analysis.
- (11) Natural drainageways, floodplain areas.
- (12) Municipal utility locations.
- (13) Residential densities.

The plan shall be accompanied by a traffic generation analysis with particular attention to impacts upon surrounding roadways.

The plan shall be accompanied by a developmental procedures agreement that will describe the timing and phasing of the project and outline other development details as necessary.

(h) *Site development requirements:*

- (1) *Setbacks:* A 30-foot setback consisting of landscape material shall be established around the perimeter of the district. No structure or parking areas will be allowed within this setback area. All signage shall provide a 10-foot setback from the property line along all public rights-of-way and principal accessways. This minimum setback area may be reduced to 20 feet on tracts measuring less than ten acres in area subject to review and recommendation by the planning and zoning commission and the city council.
- (2) If the development site includes internal streets or principal accessways a 20-foot setback consisting of landscape material shall be provided adjacent to said street right-of-way or principal accessway. No structure or parking areas will be allowed within this setback area. All signage shall provide a 10-foot setback from the property line along all public rights-of-way and principal accessways. All signage installed prior to September 19, 2016 shall be considered conforming signs.
- (3) *Landscaping/open space requirements:* The minimum required landscape area shall be ten percent of the total development site area of the required district excluding the perimeter setback area as specified herein.

It is the intent of this regulation that in larger development sites open space and landscape areas should be distributed throughout the development site rather than isolated in one area of the site.

Item F.1.

A minimum of 0.02 points per square foot of total development site area shall be achieved with planting of a combination of trees and shrubbery. If, in the judgment of the planning and zoning commission the required number of points result in an excessive number of plantings, up to ten percent of the total required points can be assigned to open green space at the rate of 1 point for each 500 square feet of open green space.

Street tree planting: A minimum of .75 points per linear foot of street frontage shall be required.

Parking areas: In addition to the open space and landscaping requirements specified herein, tree plantings and other landscape treatments shall be required within designated parking areas. The intent of this requirement shall be to provide shade and visual relief in large parking areas. It is recommended that at least one overstory tree be established for every 15 parking stalls or 2500 square feet of hard surfaced parking space area. Said trees shall be provided with a protected island and adequate permeable surface area to promote growth and full maturity. Shrubby, understory trees, or landscape berms are to be required around the perimeter of all parking areas containing ten or more parking stalls.

Measured compliance. The following point schedule and conditions apply to required landscaping in all zones and shall be used in determining achieved points for required planting:

Overstory trees	
4 inch caliper or greater	100 points
3 inch caliper or greater	90 points
2 inch caliper or greater	80 points

Understory trees	
2 inch caliper or greater	40 points
1½ inch caliper or greater	30 points
1 inch caliper or greater	20 points

Shrubs	
5 gallon or greater	10 points
2 gallon or greater	5 points

Conifers	
10 foot height or greater	100 points

Item F.1.

8 foot height or greater	90 points
6 foot height or greater	80 points
5 foot height or greater	40 points
4 foot height or greater	30 points
3 foot height or greater	20 points

(4) *Design review.* All structures established within the district shall be reviewed for architectural compatibility with surrounding structures. Paramount in this review will include building materials, exterior materials on all sides, coloration, roof line, size and location of windows and doors, roof mounted appurtenances, facades and signage.

- a. *Proportion:* The relationship between the width and height of the front elevations of adjacent buildings shall be considered in the construction or alteration of a building; the relationship of width to height of windows and doors of adjacent buildings shall be considered in the construction or alteration of a building.
- b. *Roof shape, pitch, and direction:* The similarity or compatibility of the shape, pitch, and direction of roofs in the immediate area shall be considered in the construction or alteration of a building.
- c. *Pattern:* Alternating solids and openings (wall to windows and doors) in the front facade and sides and rear of a building create a rhythm observable to viewers. This pattern of solids and openings shall be considered in the construction or alteration of a building.
- d. *Materials and texture:* The similarity or compatibility of existing materials and textures on the exterior walls and roofs of buildings in the immediate area shall be considered in the construction or alteration of a building. A building or alteration shall be considered compatible if the materials and texture used are appropriate in the context of other buildings in the immediate area.
- e. *Color:* The similarity or compatibility of existing colors of exterior walls and roofs of buildings in the area shall be considered in the construction or alteration of a building.
- f. *Architectural features:* Architectural features, including but not limited to, cornices, entablatures, doors, windows, shutters, and fanlights, prevailing in the immediate area shall be considered in the construction or alteration of a building. It is not intended that the details of existing buildings be duplicated precisely, but those features should be regarded as suggestive of the extent, nature, and scale of details that would be appropriate on new buildings or alterations.

(5) *Residential component.* If the development plan contains a residential/multi-unit component, at least 30 percent of the area devoted to said uses shall be open landscape area with the intention to reserve said area for common residential uses. Said residential structures shall be provided at least a 20-foot separation from other residential structures and at least 100-foot separation from any commercial building, accessory structure or parking lot serving the commercial facility. Furthermore, a solid screen measuring at least eight feet in height and consisting of a combination of landscape materials and fence or wall material shall be established between the commercial area and the residential area.

(i) *Signage:* The following signs may be established within the district.

- (1) Wall signs not to exceed in total sign area 20 percent of the surface area of the single wall to which it is affixed. No more than two wall surfaces of any single structure may be utilized for sign displays.

No wall sign shall extend more than four feet above the top of the wall face to which it is attached.

- (2) Freestanding signs may include the following:

- a. One main entrance sign may be located adjacent to the adjoining major thoroughfare. Said sign shall be limited in overall height to 20 feet with a maximum sign area of 200 square feet.
- b. Individual signs identifying specific uses may be established adjacent to interior accessways or streets. There shall be a minimum separation of 150 feet between said signs.
 1. Single use signs shall be limited in overall height to eight feet with a maximum sign area of 32 square feet.
 2. Multiple use signs containing displays of at least three or more uses may be established at a maximum height of 12 feet with a maximum sign area of 60 square feet.

Particular uses may advertise on one but not on both types of interior freestanding sign.

- c. Directional signs, measuring no more than six feet in height and six square feet in area may be established for traffic management purposes at appropriate locations. One business logo or name will be permitted on each sign.
- d. Signs may be illuminated with interior or exterior lighting. However, no blinking, flashing or chasing lights will be permitted. Digital message signs will be permitted.

- (3) Signs not permitted:

- a. Billboard signs.
- b. Roof signs.
- c. Signs as limited within section 29-199.

- (j) *Site plan revisions/amendments*: All changes, modifications, revisions and amendments made to development plans deemed to be major or substantial by the city planner after city approval of such plans shall be resubmitted and considered in the same manner as originally required. Examples of major or substantial changes include but are not limited to: land use changes, building locations, residential densities, street alignments, parking lot arrangements, interior traffic patterns, landscaping plans, signage plan and building design elements.

- (k) *Change in use/reconstruction*. No use established within the district shall be removed, altered or replaced by a new use without prior authorization by the city planner. No building or parking area shall be reconstructed or substantially altered in any fashion without preliminary review and approval by the city planner.

If, in the judgment of the city planner the proposed change in use, proposed building reconstruction or parking lot alteration represents a substantial change from the originally approved district plan, the proposal shall be referred to the planning and zoning commission and the city council for review.

Sec. 29-167. - HWY-20, Highway 20 commercial corridor overlay zoning district.

- (a) *Purpose and intent*. The Highway 20 commercial corridor overlay zoning district is intended to provide enhanced development guidelines for commercial uses established in the roadway corridor situated on property located a specified distance north of Ridgeway Avenue extending southward to Iowa Highway 20 and also extending from the east city limits to the westerly city limits. The Highway 20 commercial

Item F.1.

corridor overlay district regulations strive to encourage high quality commercial development at key "entry points" into the city that will incorporate adequate open green space areas, on-site landscaping, high quality building architectural design and adequate visual screening of outdoor storage or display areas. The Highway 20 commercial corridor overlay district regulations will be applied in addition to the underlying zoning district regulations.

- (b) *Boundaries.* The HWY-20, Highway 20 commercial corridor overlay zoning district boundaries are legally described in Attachment A to this ordinance (Said attachment is not set out at length herein, but is on file in the office of the city clerk).
- (c) *Permitted uses.* The following uses or similar uses are permitted: Any commercial use permitted in the underlying zoning districts (generally anticipated to be either HWY-1 or PC-2 commercial districts). Permitted uses are as follows:
 - (1) Regional shopping centers.
 - (2) Hotels, motels.
 - (3) Restaurants.
 - (4) Recreation vehicle/travel trailer sales, display and service; not to include manufactured housing or mobile home sales and displays.
 - (5) Vehicular service/auto repair centers.
 - (6) Any commercial or retail use intended to serve the traveling public or a regional commercial customer base unless herein limited.
 - (7) Any commercial use, including office uses, permitted in other commercial zoning districts unless herein limited.
- (d) *Prohibited uses.* The following uses or similar uses are prohibited:
 - (1) Residential uses.
 - (2) Manufacturing or fabricating facilities.
 - (3) Billboards.
 - (4) Transmitting station/communication towers.
 - (5) Warehousing facilities including mini-storage warehouses.
 - (6) Religious or educational institutions.
 - (7) Junk yards/vehicle parts yards.
 - (8) Manufactured housing/mobile home sales and display areas.
 - (9) Agricultural implement, equipment or tractor sales and display lots.
 - (10) Landscaping sales/materials storage lot as a principal permitted use. However, landscaping sales/materials lots may be established in conjunction with and accessory to a permitted commercial retail use.
 - (11) Any use with physical or operational characteristics that generate substantial noise, odor, dust, glare, heat or vibrations or of a character not compatible with the high aesthetic standards of a regional commercial service district. Examples of uses that would be considered unacceptable would include motor freight terminal, machine shop, cabinet shop, animal hospital, small engine repair, recycling center, auto body shop.

- (e) *Conditional uses.* The following uses may be permitted within the Highway 20 commercial corridor overlay district subject to approval by the planning and zoning commission and the city council. Factors to be evaluated in consideration of allowance of the following uses will involve proposed site location relative to key entry points into the city (i.e. in the vicinity of the Hudson Road and Highway 58 intersections with Ridgeway Avenue). It is recommended that the following uses be located on properties at least 300 feet from the Hudson Road and Highway 58 right-of-way lines.
- (1) Truck stop.
 - (2) Automobile/truck sales and display.
 - (3) Service stations with auto repair as a secondary use.
 - (4) Religious facilities may be permitted if incorporated into a principal permitted commercial use where said religious component comprises less than 20 percent of the gross floor area of the permitted commercial building. Said religious uses incorporated within a permitted commercial use need not abide by the separation requirements specified herein (i.e. 300 ft. from Hudson Road and Highway 58).
 - (5) Limited fabricating or manufacturing of products may occur on a limited basis within a principal permitted commercial building where said fabricating activity comprises less than ten percent of the gross floor area of the permitted commercial building. Said limited fabricating or manufacturing activities that are incorporated within a permitted commercial use need not abide by the separation requirements specified herein (i.e. 300 ft. from Hudson Road and Highway 58).
- (f) *Minimum building standards.* All allowable uses, including permitted and conditional uses specified herein, with the exception of restaurants, must establish minimum size building structures on the property/development site at the time of building construction following initial development site plan approval. The minimum size principal building structure, as measured in gross floor area, including all principal permitted structures, but excluding accessory structures, shall be at least 5,000 sq. ft. gross floor area for the first acre of the proposed development site (or 11.47 percent of the first acre) and 3,500 sq. ft. gross floor area (eight percent of each acre) for each additional acre over one acre in area. For those development sites less than one acre in area at the time of initial development site plan review at least ten percent of the development site shall be utilized in gross floor building area excluding accessory structures.
- (g) *Development site plan submittals.*
- (1) Prior to development or in conjunction with rezoning of any parcel of land within the Highway 20 commercial corridor overlay district a detailed development site plan must be submitted for review and approval by the planning and zoning commission and the city council. Said development site plan review shall evaluate whether or not the proposed development plan conforms to the standards of the comprehensive plan, recognized principles of civic design, land use planning, landscape architecture and building architectural design. It is the intent of this section to encourage the highest standards of development at key entry points and along major roadway corridors of the city.
 - (2) The planning and zoning commission may recommend and the city council may: deny the plan, approve the plan as submitted, or before approval, may require that the applicant modify, alter, adjust or amend the plan to the end that the plan preserves the intent and purpose of this section to promote the public health/safety and general welfare. All development plans must satisfy the minimum requirements specified herein. In addition, the planning and zoning commission and city council will have discretion in recommending revisions to submitted plans for those elements other than those specifically required herein.

Item F.1.

- (3) The petitioner shall submit at least five copies of professionally prepared comprehensive plans detailing the following information:
 - (a) Building locations and size of buildings.
 - (b) Streets, drives, access ways.
 - (c) Parking lots with parking stall/driveway dimensions.
 - (d) Landscape plan, open space plan, professionally prepared.
 - (e) Pedestrian traffic/access plan, including sidewalks.
 - (f) Color architectural renderings of each building facade, including accessory structures.
 - (g) Signage plan.
 - (h) List of expected uses within the development.
 - (i) Storm water detention and erosion control plans.
 - (j) Topographic features of the site including soils information.
 - (k) Existing vegetation with indication of which on-site trees are to be removed or preserved.
 - (l) Natural drainage ways, floodplain.
 - (m) Municipal utility locations.
 - (4) The development plan must be accompanied by a developmental procedures agreement that describes the proposed use, timing and phasing of the project and outline other development details as necessary, such as platting details or schedule, signage plans, conformance with landscaping, building design standards, establishment of outdoor storage areas, if permitted, etc.
- (h) *Site development requirements.*
- (1) Setbacks: A 20-foot setback consisting of permeable open green space/landscape material shall be established around the perimeter of the zoning district where the development site is located. If multiple lots or development sites are established within the established zoning district a 20-foot setback must be established adjacent to street right of ways or principal access ways. Zero setbacks are permitted between abutting development sites within the established zoning district. No structure, sign or parking areas will be allowed in the minimum required setback area. Sidewalks/trails and driveways/access points can cross the minimum required setback area subject to site plan review and approval. Said driveways/access points or sidewalks must be oriented generally perpendicular to the required setback area to the end that a minimum amount of open green space area within the required setback is encumbered with hard surface material.
 - (2) Landscaping/open space requirements: The minimum required open space/landscape area shall be 15 percent of the total development site. It is the intent of this section that on larger development sites open space and landscape areas are to be distributed throughout the development site rather than isolated in one or a few areas of the site. "Berming" features are encouraged as part of landscaping plans for the purpose of providing effective visual screens for large paved areas or storage areas. Berm features cannot substitute for minimum required landscaping points as specified herein.
 - (3) The landscaped area shall be planted with a combination of trees, shrubbery and similar vegetation to achieve a minimum of 0.02 landscaping points per square foot of total lot area.
 - (4) In conjunction with development site plan submittal existing vegetation and trees on the site must be identified. No existing trees on a development site at the time of site plan submittal may be removed without prior approval of a specific tree preservation plan by the planning and zoning

commission and city council. The purpose of this provision is to protect natural attractiveness of sites in the vicinity of natural drainage ways or pedestrian paths/trails or in other areas of the site. Existing on-site landscaping/trees may be calculated into the required on-site landscaping planting up to a total of 15 percent of the required on-site landscaping requirement. Existing vegetation that is clustered in one or more portions of the development site can be considered in a portion of the landscaping plan, up to a maximum of 15 percent of the requirement. However, existing landscaping that is situated outside of or beyond the primary development/building site cannot substitute entirely for appropriate landscaping immediately adjacent to proposed building/parking lot areas or other improved areas or in the required yard areas.

- (5) Street trees: In addition to the above requirement a minimum of 0.75 landscaping points per linear foot of public street frontage shall be required in tree plantings.
- (6) Parking areas: In addition to the open space and landscaping requirements specified herein, including street tree plantings, additional tree plantings and other landscape treatments shall be required within designated parking areas. It is the intent of this regulation to provide shade and visual relief in large parking areas. Landscaped islands within parking areas are encouraged. At least one tree must be established for every 15 parking stalls or 2,500 square feet of hard surface parking area. Shrubbery, landscape berms and trees must be established around the perimeter of all parking areas containing ten or more parking stalls. In certain circumstances parking lot landscape points may be counted towards the overall landscaping point requirement for the entire site subject to approval by the planning and zoning commission and the city council.
- (7) Outdoor display and sales areas: Where permitted, larger outdoor sales or display areas will not be required to landscape the interior of the display/sales area. However said sales or display area must be provided with an effective visual screen consisting of landscape plantings and/or berming around the perimeter of said area.
- (8) Measured compliance: The following landscaping point schedule and conditions apply to required landscaping as specified herein and shall be utilized in determining achieved points for required planting.

<i>Overstory Trees</i>	
4 inch caliper or greater	100 points
3 inch caliper or greater	90 points
2 inch caliper or greater	80 points

<i>Understory Trees</i>	
2 inch caliper or greater	40 points
1½ inch caliper or greater	30 points
1 inch caliper or greater	20 points

<i>Shrubs</i>	
5 gallon or greater	10 points

Item F.1.

2 gallon or greater	5 points
---------------------	----------

<i>Conifers</i>	
10 foot height or greater	100 points
8 foot height or greater	90 points
6 foot height or greater	80 points
5 foot height or greater	40 points
4 foot height or greater	30 points
3 foot height or greater	20 points

(i) *Signage.*

- (1) Wall signs are not to exceed in total area 20 percent of the surface area of the single wall face to which it is affixed. No more than two wall surfaces of any single structure may be utilized for wall sign displays. No wall sign shall extend more than four feet above the top of the wall face to which it is attached. Multiple signs may be placed on a single wall face; however, not to exceed the specified sign area limitation.
- (2) Roof signs are prohibited.
- (3) Freestanding signs including "pole signs" and monument signs are to be evaluated on a case-by-case basis. It is the intent of this section to limit the size, height, and number of on-premise signs with the objective of discouraging sign clutter and to encourage the highest aesthetic standards for the District. All signage plans must be approved by the planning and zoning commission and the city council.
- (4) The maximum allowable height and size of any single free standing sign is 25 feet height, 200 sq. ft. in area. The maximum sign area may be achieved with the placement of multiple sign faces on the sign structure. No more than one 25 ft. tall sign will be allowed per parcel. Smaller monument signs, measuring no more than 15 feet in overall height and 150 sq. ft. in sign area are also permitted, with a maximum of two such signs per parcel. Directional signage, limited to six ft. [in] height and eight sq. ft. in area may be allowed with a maximum of four directional signs allowed per parcel.
- (5) In addition, no banner signs or pennant/flag signs or other temporary signs, including balloon or inflatable signs shall be permitted with the following exception: no more than two banner signs may be affixed to two wall faces (one banner per wall face) of the principal permitted building for a period not to exceed 60 days per year. This restriction does not pertain to displays of the American flag or similar state and national flags. Said flag displays, however, must be kept outside of the minimum required setback area of the site.

(j) *Building design review.*

- (1) All structures proposed to be established within the district shall be subject to architectural review. The principal area of review is exterior building materials, roof line, size and location of windows and doors, colors of materials, roof-mounted appurtenances, architectural style, facade, signage

and general compatibility with existing commercial structures on adjoining properties. Standards relating to architectural conformance or compatibility with nearby existing structures as outlined in the HWY-1, highway commercial zoning district must be observed.

- (2) All development site plans shall include submittal of professionally prepared architectural renderings/elevations of all sides of all proposed structures. Specific building materials and colors of said materials must be provided.
 - (3) The predominant external building materials of all structures shall be of masonry/stone/brick or similar material. Concrete materials shall be minimal. Stucco materials and/or E.I.F.S. materials are also acceptable if complemented with masonry materials. Glass materials including large window and doorway areas are encouraged. The prime "public view" wall faces of the structure (at least two wall faces), comprising at least 90 percent of said wall areas, must be made up of at least one or more of these specified preferred building materials. Sheet metal or steel sheeting wall materials are to be discouraged unless this is a minor component of the wall surface area of no more than one wall face of the building. Interior metal, steel or concrete structural building components are permitted.
 - (4) Metal roof systems are permitted provided that an appropriate color scheme complementing or accenting the rest of the structure coloration is maintained.
 - (5) Roof mounted facilities or service appliances (i.e. heating/cooling/communication facilities) must be adequately screened or disguised from public view.
 - (6) Pole buildings, whether of metal construction or other external material, or similar structures are prohibited.
- (k) *Reconstruction/replacement of structures.*
- (1) All approved building sites and structures that are substantially altered, reconstructed or replaced are subject to site plan review and approval by the planning and zoning commission and the city council as specified herein. The term "substantial or major alteration or replacement" shall mean an expansion of an existing parking area of more than 25 percent of the originally approved area. Similar 25 percent or more expansions of other approved outdoor service, storage or display areas shall be considered "substantial." Said outdoor expansions, including parking areas, will not be allowed to reduce the minimum required on-site open green space area or landscaping requirement.
 - (2) The term also relates to building renovations where a previously approved structure is being enlarged or repaired/reconstructed affecting at least 25 percent of the originally approved building area (either 25 percent or more expansion of the originally approved structure or repair/reconstruction of 25 percent or more of the original building). In addition, any roof repair or replacement that involves the use of new roofing material or a change in color of said roofing material will be considered a "substantial alteration" subject to review and approval. Any revisions to the exterior facade or wall face of any structure, regardless of percentage of wall area, for example, changing the predominant color of the structure or replacing/changing originally approved building materials such as removing glassed areas, window areas, or replacing masonry materials with new and different materials are subject to review and approval by the planning and zoning commission and the city council.

Sec. 29-168. - CBD, Central business district overlay zoning district.

- (a) *Purpose and intent* . The purpose of the CBD, central business district overlay zoning district (hereinafter the "overlay district") is to provide guidance for future development in the specified area

Item F.1.

and to encourage continued successful business development in the downtown Cedar Falls area, particularly in the Main Street Parkade retail and service business area extending from First Street to Sixth Street. However, the overlay district may be extended over other nearby downtown areas. The overlay district is intended to allow land uses and to encourage appropriate building design standards in a manner that complements and strengthens the downtown retail and service business sector. Originally developed as a compact, multi-functional, walkable environment, the overlay is intended to support pedestrian access and use.

- (b) *Boundaries.* The CBD, commercial business district overlay zoning district boundaries are legally described on Attachment A to this ordinance (said attachment is not set out at length herein, but is on file in the office of the city clerk).
- (c) *Definition.*

" *Substantial improvement* " includes any new building construction within the overlay district or any renovation of an existing structure that involves any modification of the exterior appearance of the structure by virtue of adding or removing exterior windows or doors or altering the color or exterior materials of existing walls. All facade improvements, changes, alterations, modifications or replacement of existing facade materials will be considered a substantial improvement. Included in this definition are any new, modified or replacement awning structures or similar material extensions over the public sidewalk area. A substantial improvement also includes any increase or decrease in existing building height and/or alteration of the existing roof pitch or appearance. Routine repair or replacement of existing roof materials that do not materially change the appearance, shape or configuration of the existing roof will not be considered a "substantial improvement". Any new freestanding sign, projecting wall sign, or monumental sign, or an increase in size or height of any existing freestanding sign, projecting wall sign, or monumental sign, shall be considered a substantial improvement. Owner-occupied detached single unit residences will not be subject to these regulations.

- (d) *Permitted uses.*

(1) Allowable uses within the overlay district include typical commercial, professional office and service oriented businesses, uses or facilities, including hotels and lodging facilities, all such uses currently allowed in the C-1 commercial, C-2 commercial and C-3 commercial districts unless herein limited. If the underlying zoning district is more restrictive than the C-3 commercial district, then only those uses permitted in the more restrictive district shall be allowed.

(2) Residential uses are allowable subject to planning and zoning commission and city council review and approval. No residential use may be established on the ground floor of any store front or shop front located within the Main Street Parkade retail and service commercial area extending from First Street south to Sixth Street and also extending at least one-half block in depth on any side street perpendicular to said Main Street Parkade area. Residential uses are encouraged to be established in upper levels of downtown commercial facilities.

- (e) *Conditional uses.* Where some question arises whether a particular commercial use is appropriate within the overlay district, the use may be allowed subject to planning and zoning commission and city council review and approval, provided that the proposed use conforms to the prevailing character of the downtown area and provided that the use will not necessitate the use of outdoor storage areas. In addition, such uses must not generate excessive amounts of noise, odor, vibrations or fumes, or generate excessive amounts of truck traffic. If the underlying zoning district is more restrictive than the C-3 commercial district, allowable conditional uses will be those generally compatible with the more

restrictive standards of the underlying zoning district. Examples of uses that may be allowed subject to approval of a conditional use permit are:

- (1) Auto repair shop.
 - (2) Printing or publishing facility.
 - (3) Limited manufacturing activity that is directly related to the operation of a retail business conducted on the premises.
 - (4) Plumbing and heating shop.
 - (5) Sign painting shop.
 - (6) Appliance repair shop.
 - (7) Home supply business.
- (f) *Prohibited uses.* In all cases the following uses will not be allowed within the overlay district either as permitted or conditional uses:
- (1) Lumber yards.
 - (2) Used or new auto sales lots and displays.
 - (3) Auto body shop.
 - (4) Storage warehouse or business.
 - (5) Mini-storage warehouse.
 - (6) Sheet metal shop.
 - (7) Outdoor storage yard.
- (g) *Site plan review.* Any proposed substantially improved or new building structure or development, including proposed residential facilities, must submit a detailed site plan and building plans for review and approval by the planning and zoning commission and the city council. Elements to be considered in this review process are proposed use, proposed building improvements or new structural elements, with particular attention to exterior building design elements, parking provision (if any), and how the proposed improvement or development will complement existing nearby uses and building design elements. In the case of emergency repairs needed as the result of unanticipated building or facade damages due to events such as fire, vandalism, or weather related damages, site plan review will not be required, provided that the needed repairs do not alter the appearance of the structure prior to the event causing the unanticipated damages. Owner-occupied detached single-unit dwellings will be exempt from this provision.

On-site parking in the downtown area will not be required for principal permitted commercial, professional office or service business uses or facilities. Any proposed residential use established within the overlay district must conform to the parking regulations described in section 29-177.

- (h) *Building design review.* All substantially improved or new building structures within the overlay district shall be reviewed by the planning and zoning commission and the city council for architectural compatibility with surrounding structures. Paramount in this review will include consideration of building materials, exterior building materials on all sides, coloration of materials, building height, roof line, size and location of windows and doors, roof mounted appurtenances, and facades. In addition to consideration of typical physical structural improvements to structures, review is also required of any wall painting, mural wall signs or painted artwork or other similar applications to exterior walls. The purpose of review of said exterior wall paintings or drawings is to ensure that said applications are

Item F.1.

consistent with the prevailing standards and character of the downtown area. The following design elements will be reviewed:

- (1) *Proportion*: The relationship of 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 and height of windows and doors of adjacent buildings shall be considered in the construction or alteration of a building. Particular attention must be given to the scale of street level doors, walls and windows. Large expanses of blank wall spaces at street level are to be discouraged.
 - (2) *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. Routine repair and maintenance or replacement of existing roof materials will not be subject to review provided that the existing roof line and configuration is not altered during the course of said repairs or maintenance.
 - (3) *Pattern*: Alternating solid surfaces and openings (wall surface versus doors and windows) in the front facade, sides and rear of a building create a rhythm observable to viewers. This pattern of solid surfaces and openings shall be considered in the construction or alteration of a building.
 - (4) *Materials and texture*: The similarity or compatibility of existing materials and texture on the exterior walls and roofs of the buildings in the immediate area shall be considered in the construction or alteration of a building. A building or alteration will be considered compatible if the materials and texture used are appropriate in the context of other buildings in the immediate area.
 - (5) *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.
 - (6) *Architectural features*: Architectural features including but not limited to cornices, entablatures, doors, windows, shutters, fanlights and other elements prevailing in the 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 suggestive of the extent, nature and scale of details that would be appropriate on new buildings or associated with building alterations.
 - (7) *Exterior mural wall drawings, painted artwork, exterior painting*: These elements shall be reviewed to consider the scale, context, coloration and appropriateness of the proposal in relation to nearby facades and also in relation to the prevailing character of the downtown area. Exterior painting of detached single unit and two-unit residential structures within the district shall be exempt from this provision. Other multi-unit dwelling structures will be subject to this review.
- (i) *Signage* . Typical business signage shall be permitted without mandatory site plan review by the planning and zoning commission and city council, unless said review is mandated by ordinance requirements. All signage shall conform to requirements of the Cedar Falls sign regulations outlined in the Zoning Ordinance, except as provided for below:
- (1) Freestanding signs:
 - (i) When located adjacent to any street other than First Street, shall not exceed 15 feet in height and 40 square feet in surface area.
 - (ii) When located adjacent to First Street, shall not exceed 25 feet in height and 60 square feet in surface area.
 - (2) Monumental signs: Shall not exceed 8 feet in height and 40 square feet in surface area.
- (j) *Removal or demolition of building structures*. Removal or demolition of structures within the overlay district is allowable, subject to securing a demolition permit with the city inspection services division. If no immediate building reconstruction plans are proposed within 30 days following building removal or demolition, the site shall be filled and graded to a topographic elevation equal to or level with

surrounding adjacent property natural grade levels. Within 30 days of final grading of the site or at the earliest opportunity during the growing season conducive to plant germination, the site shall be seeded with grass. Reasonable efforts shall be taken by the property owner to ensure proper germination of the vegetation and the property owner must maintain the property in accordance with city ordinances.

Sec. 29-169. - P, Public zoning district.

The P, public zoning district is reserved exclusively for structures and uses of land owned by the federal government, the State of Iowa, Black Hawk County, the city, and the Cedar Falls Community School District. Although such publicly-owned property is generally exempt from city zoning regulations and requirements, it is expected that such governmental authorities shall cooperate with the city's department of developmental services to encourage structures on and uses of public land which shall be compatible with the general character of the area in which such public property is located. The public zoning district classification also serves as notice to those owning or purchasing land in proximity to publicly-owned land, which is not generally subject to the regulations contained in this chapter.

Secs. 29-170—29-175. - Reserved.

DIVISION 3. - OFFSTREET LOADING SPACE AND PARKING AREA REQUIREMENTS^[3]

Footnotes:

--- (3) ---

Cross reference— Stopping, standing and parking of vehicles generally, § 26-251 et seq.

Sec. 29-176. - Offstreet loading spaces.

- (a) In any district, except the C-3 commercial district, in connection with every building or part thereof erected having a gross floor area of 10,000 square feet or more which is to be occupied by manufacturing, storage, warehouse, goods display, a retail store, a wholesale store, a market, a hotel, a hospital, a mortuary, a laundry, dry cleaning or other uses similarly requiring the receipt or distribution by vehicles of material or merchandise, there shall be provided and maintained, on the same lot with such building, at least one offstreet loading space, plus one additional such loading space for each 20,000 square feet or major fraction thereof of gross floor area so used in excess of 10,000 square feet.
- (b) Each loading space shall be not less than ten feet in width and 25 feet in length.
- (c) Such space may occupy all or any part of any required yard or court space or such space as specifically provided for in the district in which it is located.

Sec. 29-177. - Offstreet parking spaces.

- (a) *Required, number.* In all districts, and in connection with every industrial, commercial, trade, institutional, recreational or dwelling use and similar uses, space for parking and storage of vehicles shall be provided on the same lot or property where said permitted use is established, except as follows:
 - (1) For a principal permitted commercial use in the C-3 commercial district; and
 - (2) For a residential use established as a permitted secondary, incidental or accessory use to a principal permitted commercial use in the C-3 commercial district, such as for a dwelling unit or

Item F.1.

units located on the second or higher floor of a building, the first or lower floor of which comprises the principal permitted commercial use, subject, however, to review and approval by the planning and zoning commission and city council. Such review and approval shall include consideration of whether the proposed residential use is indeed secondary, incidental or accessory to a principal permitted commercial use of the structure or property.

Review by the planning and zoning commission and city council shall include consideration of traffic patterns, both pedestrian and vehicular, adequacy of screening, compatibility with adjacent land uses and construction of fixtures in accordance with the aesthetics of the neighborhood and accepted civic design principles. All off-premise parking areas or parking lots shall be located within a reasonable distance from the principal use in question. During the course of review of off-premise parking areas or parking lots the commission may recommend and the city council may require any improvements or fixtures to the parking area or lot, including hard surfacing, landscaping, screening, lighting, stormwater detention, etc., that will help to assure compatibility with adjacent land uses.

In addition, space for parking and storage of vehicles shall be provided in accordance with the following schedule. If the offstreet parking requirement as specified herein is to be satisfied with open, surface parking or garage parking, or a combination of these options, parking must be made available for parking use by the occupants:

- (1) *Animal hospitals, kennels and animal grooming shops.* One parking space per doctor, plus one parking space for every two employees and one parking space for every 400 square feet of gross floor area excluding dog confinement areas.
- (2) *Automatic carwash.* Five stacking spaces for each washing bay, one stacking space for each vacuuming unit, plus one parking space for every two employees.
- (3) *Automobile, machinery or equipment sales.* One parking space for every 500 square feet of gross floor area, plus two parking spaces for each service stall and one parking space for every two employees.
- (4) *Banks, businesses and professional offices.* Not less than one parking space for every 300 square feet of gross floor area, but in no case less than five parking spaces. Each drive-up window shall provide three stacking spaces per teller.
- (5) *Barbershops and beauty parlors.* Two parking spaces per operator.
- (6) *Boardinghouse and rooming houses.* Not less than one parking space per guestroom and/or sleeping room.
- (7) *Bowling alleys.* Five parking spaces for each bowling lane.
- (8) *Church or temple.* One parking space for every eight lineal feet of pew seating or for every four potential occupants in the principal auditorium or, where no auditorium is provided, one parking space for every 80 square feet of gross floor area.
- (9) *Community center, museum or art gallery.* One parking space for every 200 square feet of gross floor area, or one parking space for every five potential occupants in the building, whichever is greater.
- (10) *Convenience store.* One space for every 100 square feet of retail floor space plus one space for every two employees. If fuel dispensing pumps or car wash is established in conjunction with said use the stacking space requirements for each use as specified in this article shall apply.

- (11) *Dance, assembly, skating rink or exhibition halls without fixed seats, including auction houses.* One parking space for every four potential occupants in the building as determined by the uniform building code for maximum occupancy load plus one space for every two employees with a minimum of five spaces for employee parking.
- (12) *Dwelling, single unit, including mobile home units.* Two parking spaces per dwelling unit.
- (12A) *Dwelling, single unit, renter-occupied, including renter-occupied mobile home units.* Two parking spaces per dwelling unit plus one additional parking stall for each bedroom in excess of two bedrooms.
- (12B) *Dwelling, two unit, including single unit bi-attached dwellings, multi-unit dwellings including condominiums and apartments, but not including nursing homes, convalescent homes, elderly housing or housing for handicapped.* Two parking spaces per dwelling unit, plus one additional parking space for each bedroom in each dwelling unit in excess of two bedrooms. One additional stall shall be provided for every five units in excess of five units for visitor parking.
- (13) *Fraternity house, sorority house or dormitories.* Not less than five parking spaces plus one stall for every two residents in excess of four residents.
- (14) *Fuel service station.* Two parking spaces for each service stall, plus three stacking spaces for each fuel dispensing pump.
- (15) *Funeral homes and mortuaries.* One parking space for every three potential occupants in the principal auditorium, or, where no auditorium is provided, one parking space for every 50 square feet of gross floor area or five parking spaces for each parlor, whichever is greater.
- (16) *Furniture, appliance, hardware and household equipment stores.* One parking space for every 750 square feet of gross floor area, plus one parking space for every two employees.
- (17) *Game rooms, poolhalls and billiard parlors.* One and one-half parking spaces for every 100 square feet of gross floor area for any establishment other than one with a liquor license or beer permit.
- (18) *Golf courses.* Four parking spaces per hole. All other commercial or recreational land uses established in conjunction with a golf course, not incidental to the sport of golf, shall be subject to the parking regulations regarding that use.
- (19) *Hospitals.* One parking space for every five beds, plus one parking space for every two employees and one parking space for every two staff doctors.
- (20) *Hotels, motels or lodginghouses.* Not less than one parking space for each guestroom, plus one parking space for every 200 square feet of commercial, assembly or meeting area, and one parking space for every 150 square feet of lounge, coffeeshop or restaurant gross floor area, plus one stall for every two employees.
- (21) *Housing for elderly or handicapped.* One and one-half parking spaces for every dwelling unit, plus one stall for every two employees.
- (22) *Junk yard.* Two parking spaces per acre, plus one space for every two employees.
- (23) *Libraries.* One parking space for every 250 square feet of gross floor area in public use, plus one parking space for every two employees.
- (24) *Manufacturing, research and industrial plants.* Four parking spaces for every 10,000 square feet of gross floor area, plus one parking space for every three employees.
- (25) *Medical or dental clinics.* Five parking spaces, plus one additional parking space for each 200 square feet of gross floor area over 1,000 square feet.

Item F.1.

- (26) *Mini-centers, retail stores, shops, etc., under 2,000 square feet in gross floor area.* One parking space for every 200 square feet of gross floor area, but in no case less than five parking spaces.
- (27) *Miniwarehouse.* One parking space for every ten storage units, stalls or lockers equally distributed throughout the storage area, plus two parking spaces located at or near the project office for use by prospective customers. A minimum of 35 feet between warehouse buildings for driveway, parking and fire lane purposes is required. When storage units within warehouses do not front one another, a minimum 25-foot drive for driveway, parking and fire lane purposes is also required.
- (28) *Nursing care, retirement or convalescent homes.* One parking space for every five beds, plus one parking space for every two nonresident employees and one parking space for every one resident staff.
- (29) *Printing, plumbing shop, heating shop or other similar service establishments.* One parking space for every two employees therein, plus one parking space for each service vehicle. If retail trade is carried on in the establishment, one additional parking space shall be provided for every 200 square feet of retail floor area.
- (30) *Restaurant, fast food, drive-in or carryout.* One parking space for every 100 square feet of gross floor area, plus one parking space for every two employees with a minimum of five parking spaces for employee parking. Where drive-up window facilities are proposed, five stacking spaces shall be provided per window.
- (31) *Restaurant (standard eat in) .* One parking space for every 150 square feet of gross floor area, plus one parking space for every two employees, with a minimum of five parking spaces for employee parking.
- (32) *School, college or high school.* Each separate building requires one parking space for every five potential occupants in the main auditorium or one parking space for every five students and one parking space for every staff member, whichever is greater.
- (33) *School, daycare, preschool, elementary or junior high school.* One parking space for every ten potential occupants in the auditorium or main assembly room, or one parking space for each classroom, whichever is greater.
- (34) *Seasonal camp or cabins.* One parking space for every cabin, sleeping unit, campsite lot or two beds, whichever is greater.
- (35) *Shopping centers or retail stores, shops or supermarkets over 2,000 square feet in gross floor area.* Four and one-half parking stalls per 1,000 square feet of gross floor area.
- (36) *Sports arena, stadium, gymnasium, theater or auditorium for other than schools.* One parking space for every four potential occupants plus one space for every two employees with a minimum of five spaces for employee parking.
- (37) *Taverns, bars and nightclubs.* One parking space for every 100 square feet of gross floor area, plus one parking space for every two employees with a minimum of five parking spaces for employee parking.
- (38) *Telemarketing office.* Not less than one parking space for each 150 square feet of gross floor area, but in no case less than five spaces.
- (39) *Tennis and racquetball courts.* Two parking spaces per court.
- (40) *Union headquarters, private clubs or lodges.* One parking space for every five potential occupants of the building.
- (41) *Wholesale establishments or warehouses.* One parking space for every two employees, but in no case less than one parking space for every 1,000 square feet of gross floor area.

- (b) *Rules for computation of required parking spaces.* In computing the number of parking spaces required, the following rules shall apply:
- (1) *Gross floor area.* Gross floor area shall mean the floor area of the specific use and its associated incidental uses within the exterior walls of a building or portion thereof, exclusive of vent shafts, open air courts and any portion of a structure above or below ground used for offstreet parking, loading areas or mechanical equipment not incidental to the specific use such as furnaces, air conditioners, elevators, etc. In addition, other nonessential areas of the gross floor area may be deducted including storage areas, closets, bathrooms, etc. to a maximum of ten percent of the total gross floor area.
 - (2) *Fractional number of spaces.* Where fractional spaces result, the parking spaces required shall be the next higher whole number.
 - (3) *Uses not specifically provided for.* Where the parking space requirement for a use is not specifically mentioned in this section, the required number of spaces shall be that of a similar use as determined by the city planner.
 - (4) *Joint or mixed uses.* In the case of mixed or joint uses, the parking spaces required shall equal the sum of the requirements for each use computed separately.
 - (5) *Determination of seating capacity.* When the unit of measurement determining the number of required parking spaces is based upon the seating capacity of a structure or use, each 24 inches of a pew, bleacher or bench or other seating shall count as one seat.
 - (6) *Determination of number of employees.* When the unit of measurement determining the number of required parking spaces is based on the number of employees, the maximum shift or employment period during which the greatest number of employees are present at the structure or use shall be used in the computation.
 - (7) *Unknown uses.* Where new buildings are proposed but the owner or developer does not wish to designate the type of use that will occupy the building, the most intensive use possible with relation to parking in the zoning district shall determine the parking requirements.
 - (8) *Potential occupants.* The maximum number of potential occupants shall be based upon the assumption that 15 square feet of gross floor area is required per occupant, as documented within the Life Safety Code for places of assembly.
 - (9) *Stacking space.* All stacking spaces shall be nine feet in width and 19 feet in length and shall not prohibit ingress or egress to any driveway, public street, access aisle or parking space at any time. Stacking spaces may include the vehicular space situated at the point of service.
 - (10) *Tandem parking.* Vehicles may be parked in tandem, or one directly behind the other, in conjunction with single-unit, duplex and mobile home residences. Parking spaces inside carports or garages may be counted as part of the space requirement and may be used in tandem. Tandem stalls shall mean no more than two stalls arranged one in front of the other.
- (c) *Access.* Access to all parking areas and lots from streets, alleys and other adjacent areas shall be provided by an access drive not less than ten feet in width for single-unit dwellings or one-directional traffic flow and not less than 18 feet in width in all other cases.
- (d) *Applicability of section.* Whenever a building or use existing prior to September 26, 1983, is enlarged in floor area, number of employees, number of dwelling units, seating capacity or otherwise, the building or use in its entirety shall then and thereafter comply with all the requirements set forth in this section. All new buildings or uses constructed or established after September 26, 1983, shall comply with the requirements of this section prior to occupancy. A change in use shall mean any change where the new use established requires a greater number of on-site parking spaces than was required for the prior

Item F.1.

use. However, if the prior use did not provide minimum offstreet parking then parking spaces shall be provided as specified herein before the new use is established.

- (e) *General development standards.* Every parcel of land used as a public or private parking area, parking space or parking lot, including a commercial parking lot, shall be developed and maintained in accordance with the following requirements:
- (1) With the exception of parking garages or structures and driveways serving residential uses, all parking lots containing three or more parking spaces shall provide minimum setbacks and landscaping as specified herein. Parking structures or ramps (above or below ground) located on a parcel as a principal permitted use shall meet the minimum building setback requirement of other principal permitted structures within the zoning district where located. When parking spaces are provided within accessory structures, the setbacks for accessory structures shall apply.
 - (2) All parking lot setback areas, as specified herein, shall be an open, permeable area consisting of landscaping, natural vegetation ground cover or other type of natural ground cover. No vehicle parked in an adjacent parking space shall be permitted to encroach into any portion of said required setback area.
 - (3) Parking lots shall be hard surfaced. Their design shall be based on the amount, type and weight (axle loads) of anticipated traffic, the quality of the surfacing to be used and the supporting strength and character of the subgrade, all applied to a parking lot layout as selected by the designer and approved by the city engineering division.
 - (4) Any portion of property that is graded or improved in any fashion to accommodate vehicular parking or is intended or commonly used for vehicular parking shall meet parking lot design standards as specified herein. Any existing parking lot or parking area that does not meet existing standards as specified herein shall not be enlarged or expanded unless the entire parking lot area or parking area meets parking lot design standards as specified herein.
 - (5) All accessways or driveways to parking areas or parking lots shall be hard surfaced. Unimproved driveways or accessways in existence at the time of enactment of this article shall be hard surfaced only in the event that the on-site parking lot is expanded, hard surfaced or otherwise upgraded.
 - (6) All parking lots shall be arranged and marked in a manner which provide safe and orderly loading, unloading, maneuvering, parking and storage of self-propelled vehicles. Parking spaces shall be provided in accordance with the following minimum requirements:
 - a. Parking spaces shall not be less than nine feet in width and 19 feet in length for all nonresidential uses including hotels and other temporary lodging facilities. All residential uses, including multiple-unit residences, shall provide parking stalls measuring not less than eight feet in width and 18 feet in length. Compact car spaces shall not be less than eight feet wide and 16 feet in length. Fifteen percent of the parking space requirement may consist of compact car parking spaces in lots which have more than ten stalls. All compact car spaces shall be clearly identified by signs. Where fractional spaces result, the number of permitted compact car spaces shall be rounded to the next higher number.
 - b. Handicapped parking shall be provided in accordance with the requirements of the state. Iowa Code—Chapter 321L.
 - c. Buildings and facilities required to provide handicapped parking spaces shall set aside at least one such space. Each space shall be clearly designated as a handicapped parking space by the display of the international symbol of accessibility both in front and within the stall. Parking spaces for handicapped persons and accessible loading zones that serve a particular building shall be located on the shortest accessible route to an entrance to the building. Federal ADA requirements, if more restrictive, shall apply.

- d. The property owner shall be responsible for the continued maintenance of the parking lot, including fences, landscaping, all signs, surface material, surface markings and other forms of traffic control.
- e. Maneuvering space required to permit safe and convenient parking of motor vehicles shall be provided in accordance with the minimum requirements of Table 1 for a nine-foot by 19-foot stall.

Table 1

Parking Angle	Stall Width	Stall Length (Including 2'0" overhang if applicable) 19-Foot Long	Aisle Width	Curb Length per Car
0 degrees	9'0"	19.0	12.0	23.0
30 degrees	9'0"	17.3	11.0	18.0
45 degrees	9'0"	19.8	13.0	12.7
60 degrees	9'0"	21.0	18.0	10.4
90 degrees	9'0"	19.0	24.0	9.0

- (7) When an accessway or driveway intersects a public right-of-way or when a parking lot, area or space abuts any public right-of-way, screening or landscaping shall not exceed three feet in height above the driveway surface and no structure, sign or vehicle shall be allowed in the triangular area formed by:
 - a. The area of property located at a corner formed by the intersection of two public rights-of-way, excluding alleys, with two sides of the triangle being 30 feet in length along the abutting public right-of-way lines measured from their point of intersection and the third side being a line connecting the ends of the other two lines (see Figure 2).

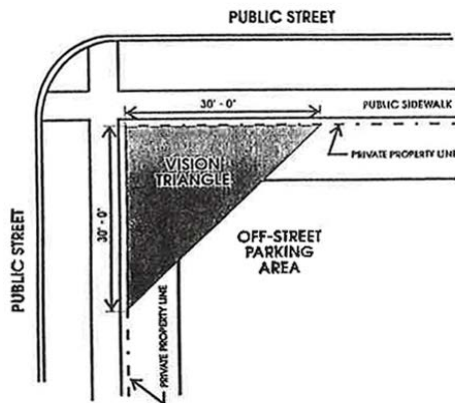


Figure 2 — 30 Foot Vision Triangle

Item F.1.

- b. The areas of property on both sides of an accessway, driveway or alley formed by an intersection with a public right-of-way, with two sides of each triangle being formed by lines a distance of ten feet in length from the point of intersection and with the third side being a line connecting the ends of the ten-foot sides (see Figure 3).

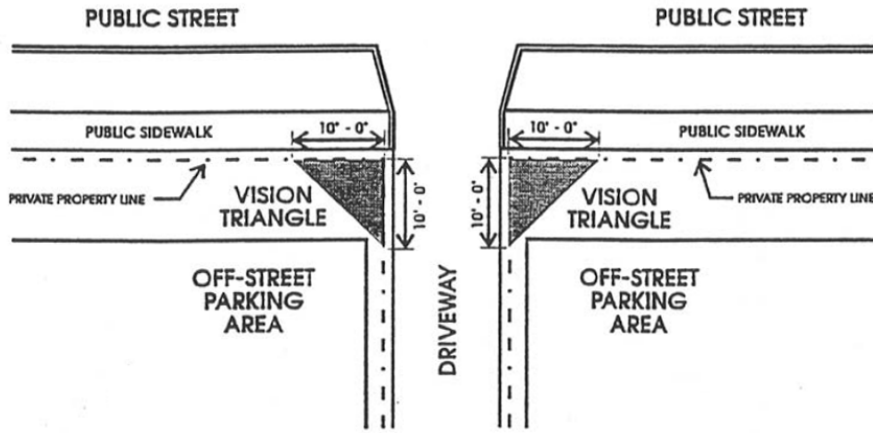


Figure 3 — 10 Foot Vision Triangle

- (8) All parking spaces shall be designed to prohibit any vehicle from backing into a public right-of-way to obtain ingress or egress, except when the space is used in conjunction with a single-unit or duplex dwelling unit.
- (9) Any lighting used to illuminate any offstreet parking area, including any commercial parking lot, shall be provided on private property and shall reflect the light away from adjoining residential premises or from any R district.
- (10) Accessways or driveways shall be situated no closer than three feet from any private property line.
- (11) Curbing. With the exception of driveways or garages that meet the parking requirements for residential uses, all newly constructed parking lots containing ten or more parking spaces shall provide continuous concrete curbing measuring at least six inches in height around the entire perimeter of said parking lot except at points of ingress, egress and drainage locations. Said continuous curbing shall be established at that portion of the parking space to serve as a wheel block or barrier in order to prevent the vehicle from overhanging into the required setback area. Vehicular overhang as measured from the front tires shall be considered to be two feet.
- Continuous curbing can be substituted with individual wheel blocks or wheel barriers only in the following situations:
- A parking lot is designed to contain fewer than ten parking stalls.
 - A parking lot containing ten or more parking stalls provides a setback area on all sides at least double the minimum required setback.
- (12) Prior to the installation, enlargement, resurfacing or other improvement of any parking lot a plan shall be submitted for review and approved by the city engineering division and the Cedar Falls Utilities.
- (f) *Standards for lots in C or M districts:*
- In any C, commercial or M, industrial zoning district abutting an R residence district, offstreet parking lots will be permitted in accordance with the following requirements: A six-foot high screen

consisting of a fence, wall or plant material of mature height shall be installed and continually maintained when a parking lot or area abuts an R, residential zoning district, except in any required front yard or along any street or alley, where the screen shall be no more than four feet in height. All screening shall comply with the landscaping provisions found in this article.

- (2) All parking lots in C or M zoning districts containing three or more parking spaces shall be hard surfaced, shall meet stormwater detention requirements, shall provide a continuous curb (six inches or more) around the perimeter of the parking lot, and shall be marked properly to indicate the location of parking spaces and driveway aisles.
- (g) *Standards for R districts.* In any R residence district, off-street parking lots shall be developed and maintained in accordance with the following requirements:
 - (1) An off-street parking lot located in an R residence district shall provide the front yard and the required side yards in accordance with the district in which it is located. Furthermore, the minimum rear yard setback shall be five feet. The front yard, the required front yard and the required side yards may be used for vehicular access to the parking lot, for fences, walks, or landscaping only. No vehicular parking is permitted in the front yard, in the required front yard or in the required side yard. Where a contiguous development of lots is used for parking purposes under one ownership, no side or rear yards shall be required for abutting parking lots on the common lot line.
 - (2) Off-street parking lots in any R residence district shall provide screening on all yards of the abutting lots. The screen shall be six feet high and consist of a fence, wall or plant material of mature height, except that, when the screen is in the front yard or when the screen is maintained along an alley or street right-of-way line, then the screen shall be no more than four feet in height. All screening shall comply with the landscaping provisions found in this article.
 - (3) All parking lots containing three or more parking spaces shall be hard surfaced, shall meet storm water detention requirements, shall provide continuous curbing or wheel blocks for each parking space, and shall be marked properly to indicate the location of parking spaces and driveway aisles.
 - (4) Every parking area or parking lot must have a connecting driveway that meets the regulations of the zoning ordinance.
 - (5) Any new parking areas, parking lots or paved surfaces in R-1, R-2, R-3 ¹, R-4, RP, MU zoning districts that are converted to parking, must meet all requirements specified in this section, prior to use for parking.
 - (6) Parking areas or parking lots in rear yards shall meet the following requirements:

Zoning District	Number of Units	Maximum Rear Yard Coverage for Parking
R-1, R-2, RP ¹ , MU ¹	1	30%
R-3 ¹ , R-4 ¹	1	50%
R-2, R-3 ¹ , R-4 ¹ , RP ¹ , MU ¹	2	50%
1 - for all single unit and two unit dwellings		

---- 1 - for all single unit and two unit dwellings.

Item F.1.

- (7) In the case a parking area or parking lot cannot meet the provisions of section 29-177(g)(6) then review and approval by the city council after recommendation of the city planning and zoning commission is required. The criteria for which additional rear yard parking coverage could be considered include the following:
- a. The request serves the existing building use, not an expansion,
 - b. The maximum rear yard coverage shall not be increased by more than five percentage points above the percentage listed in the table in section 29-177(g)(6),
 - c. Determination that the character of the neighborhood surrounding the property would not be diminished by the increase in parking area and corresponding reduction of open space,
 - d. The lot width and lot area of the property are sufficient to accommodate the density of occupants and vehicles that would result from the parking lot or area,
 - e. Whether buffering of parking meets code, and
 - f. All other city codes are met, including but not limited to the housing, property maintenance, nuisance, rental housing, building, and fire codes.
- (h) *Parking lot setbacks.* Where setbacks required by this section impose a greater restriction than is imposed or required by other provisions of law or by other rules or regulations or ordinances, the provisions of this section shall control.
- (1) *Residential districts.* Required setbacks for parking lots in residential zoning districts are as follows:
- a. The required setback is three feet along any alley, five feet along any street right-of-way line, and five feet along any adjacent property line.
 - b. The front yard and the required side yards shall be provided in accordance with the underlying zoning district. The front yard, the required front yard and the required side yards may be used for access to the parking lots, for fences, walks or landscaping only. No vehicular parking is permitted in the front yard, in the required front yard or in the required side yard.
 - c. Individual driveways intended for exclusive use by one-unit dwellings, duplexes, mobile homes, townhouses or multiunit dwelling units shall not be classified as parking lots and shall not be required to restrict vehicular parking in the front yard, in the required front yard or in the required side yard upon said driveway as described herein. However, said driveways serving detached residential structures, detached garages, or parking lots shall provide a minimum three-foot setback from adjacent property lines and shall meet the provisions of section 29-179, unless the driveway is an existing shared drive where the minimum driveway width can only be met by encroaching into said three-foot setback area.
 - d. All yards and required yards as described herein shall consist of permeable material (grass, wood chips, loose rock, or other ground cover material) and be screened in accordance with the landscaping requirements found within this section, and with the exception of driveways, parking lots and patios, no yard area shall be hard surfaced.
- (2) *Commercial and manufacturing districts.* Required setbacks in commercial and manufacturing districts are as follows:
- All parking lots in C or M districts shall provide a minimum setback as measured from the private property line to the edge of the hard surface parking area with no vehicular overhang allowed within said setback area. The minimum setbacks shall be:
- a. Five feet when adjacent to a public right-of-way with the exception when adjacent to a public alleyway in which case no less than three feet setback shall be required.

- b. Three feet when adjacent to an abutting commercial use or commercial property including an adjacent commercial parking lot.
- c. Five feet when adjacent to a residential use in a commercial or industrial district.
- d. Ten feet when adjacent to an R, residential zoning district.
- e. Residential uses established in a C or M district as a principal use shall provide minimum front yard and side yard setbacks as specified in the R-4 zoning district with no vehicular parking permitted in said required yard areas.
- f. All setback areas shall consist of permeable material (grass, wood chips, loose rock or other ground cover material) and be screened in accordance with the peripheral landscaping requirements as stated herein.

- (1) Applicability of landscaping requirements. Landscaping requirements contained within this section shall apply to:
 - a. New off street parking lots containing three or more parking spaces.
 - b. Existing off street parking lots containing three or more parking spaces which are effectively altered or enlarged, in whole or in part, other than normal maintenance, repairs, or resurfacing of an existing lot.
- (2) No parking lot containing three or more parking spaces shall be constructed or enlarged in the city until a landscape plan for the parking lot has been approved by the city planner and the city arborist or their designees.

Landscape plans submitted pursuant to this section shall not be approved unless they conform to the requirements of this section and, where appropriate, may be submitted as part of the site plan submittal required within other sections of this chapter. Landscape plans shall be drawn to scale, including dimensions and distances, and clearly delineate the existing and proposed parking spaces or other vehicular use areas, access aisles, driveways, and the location, size and description of all landscape materials.

- (3) The primary landscaping materials used in parking lots shall be trees which provide shade or are capable of providing shade at maturity. Shrubbery, hedges and other planting material may be used to complement the tree landscaping, but shall not be the sole contribution to the landscaping. Effective use of earth berms and existing topography is also encouraged as a component of the landscape plan. In those instances where plant material exists on a parking lot site prior to its development, such landscape material may be used if approved as meeting the requirements of this chapter.
- (4) Landscaping shall be classified as either internal or peripheral. The following coverage requirements shall pertain to each classification:
 - a. Peripheral landscaping. All parking lots containing three or more parking spaces shall provide peripheral landscaping. Peripheral landscaping shall consist of a landscaped strip not less than five feet in width, exclusive of vehicular obstruction, and shall be located between the parking area and the abutting property lines. One tree for each 50 lineal feet of such landscaping barrier or fractional part thereof shall be planted in the landscaping strip. At least one tree shall be planted for every parking lot (such as a 3-stall parking lot) regardless of the lineal feet calculation. In addition to tree plantings, the perimeter of the parking lot shall be screened with shrubbery or similar plantings at least 3 ft. in height as measured from the finished grade of the parking lot at the time of planting for purposes of vehicular screening. The vegetative screen should present a continuous, effective visual screen adjacent to the parking lot for purposes of partially obscuring vehicles and also deflecting glare from headlights. If landscaped berms are utilized, the berm and vegetative screening must achieve at least a 3-foot tall screen at time of installation as measured from the grade of the finished parking lot. Each such planting area shall be landscaped with grass, ground cover or other landscape material excluding paving, gravel, crushed asphalt or similar materials, in addition to the required trees, shrubbery, hedges or other planting material. Existing landscaping upon abutting property shall not be used to satisfy the requirements for said parking lot screening requirements unless the abutting land use is a parking lot.
 - b. Exceptions:
 1. Peripheral landscaping shall not be required for single-unit or two-unit residential structures where the primary parking area is designed around a standard front entrance driveway and/or attached or detached residential garage. However, if an open surface

Item F.1.

parking lot containing three or more parking stalls is established in the rear yard of a two-unit residential structure, the perimeter landscaping/screening requirements as specified herein shall apply.

2. Peripheral landscaping shall not be required for parking lots that are established behind building structures where the parking lots do not have any public street or alley frontage or is not adjacent to any open properties such as private yards, parks or similar open areas. Examples of such a parking lot would be one designed with a multiple unit apartment facility where the parking lot is encircled with building structures within the project site and where the parking lot is completely obscured from public view by building structures.
 3. Underground or under-building parking lots.
 4. Above-ground parking ramps shall provide perimeter screening as specified herein around the ground level perimeter of the parking structure.
- c. Internal landscaping. All parking lots measuring 21 parking stalls or more shall be required to landscape the interior of such parking lot. At least one overstory tree shall be established for every 21 parking stalls. Each tree shall be provided sufficient open planting area necessary to sustain full growth of the tree. Not less than five percent of the interior of the parking lot shall be provided as open space, including the tree planting areas. These additional open space areas must be planted with bushes, grasses or similar vegetative materials. Each separate open green space area shall contain a minimum of 40 square feet and shall have a minimum width dimension of a least five feet.
- d. Exceptions: Interior landscaping shall not be required for vehicular storage lots, trucking/warehousing lots or for automobile sales lots. However, perimeter landscaping/screening provisions, as specified herein, shall be required for all such parking areas when they are installed or enlarged in area.
- e. Parking garages or parking ramps: All such facilities where one or more levels are established for parking either below ground or above ground and where structural walls provide for general screening of parked vehicles, internal landscaping shall not be provided.

It is the intent of this regulation that in parking development sites open green space and landscape areas should be distributed throughout the parking development site rather than isolated in one area or around the perimeter of the parking lot. Trees and shrubs planted within parking areas shall be protected by concrete curbs and provide adequate permeable surface area to promote growth and full maturity of said vegetation.

- (5) No materials shall be approved for use in any parking lot landscaping plan unless approved by the city planner and city arborist. A list of generally permissible plants is on file in the office of the city planner and the city arborist. Landscaping plant materials found unsuitable by the city planner and the city arborist for planting in the city shall not be permitted.
- (6) All required screening shall be in place, inspected and approved by the city planner and the city arborist or their staff designees prior to issuance of an occupancy permit. However, installation prior to occupancy may be waived by the city planner and the city arborist if inclement weather conditions or the planting and growing season prohibit installation. In such cases, the owner may be issued a temporary certificate of occupancy by the city planner if the owner enters into a contract with the city to ensure completion of the screening during the next planting season. The performance of such contract shall be secured by the filing of a bond or cash in escrow in an amount not less than the approximate cost of the screening, as estimated by the owner's landscape architect, landscape contractor or nurseryman and approved by the city planner and the city arborist.

- (j) *Definitions pertaining to landscape requirements.* When computing the type and amount of landscaping required, the following definitions shall apply:
- (1) *Tree* means any self-supporting woody plant which usually produces one main trunk and a more or less distinct head with many branches that establishes a mature height in excess of 30 feet.
 - a. Deciduous trees shall measure a minimum of 1½ inches in trunk diameter for shade type cultivars and one inch in trunk diameter for ornamental type cultivars.
 - b. Coniferous trees shall measure a minimum of three feet in height.
 - (2) *Screening* means natural or manmade materials consisting of one or a combination of the following:
 - a. Wood or masonry walls or fences when constructed of materials which provide openings of less than 50 percent in area of the vertical surface of the wall or fence.
 - b. Plant materials consisting of coniferous material or deciduous materials, or a combination of both. In all cases, plant materials shall measure, at a minimum, as follows:
 - (1) Deciduous plants.
 - i. *Shade trees*: One and one-half-inch trunk diameter.
 - ii. *Ornamentals*: One-inch trunk diameter.
 - iii. *Shrubs*: 18 inches in height.
 - (2) Coniferous plants.
 - i. *Large evergreens*: Three feet in height.
 - ii. *Small evergreens*: 12- to 15-inch spread.
- Materials shall be planted and maintained so as to form a continuous, unbroken visual screen.
- (3) *Earthen berms.* When earthen berms are provided and the finished elevation of the property is lower at the property line, or within eight feet inside the property line, than an abutting elevation, such change in elevation may be used in lieu of or in combination with additional screening to satisfy the screening requirements for the district.
 - (4) *Shrub* means a woody plant that usually remains low and produces shoots or trunks from the base; it is not usually tree-like or single stemmed.

Sec. 29-178. - Filling stations; public garages and parking lots.

- (a) *Location of entrances and exits.* No gasoline filling station or commercial customer or employee parking lot for 25 or more motor vehicles, or parking garage or automobile repair shop, shall have an entrance or exit for vehicles within 200 feet along the same side of a street of any school, public playground, church, hospital, public library or institution for dependents or for children, except where such property is in another block or on another street which the lot in question does not abut.
- (b) *Oil draining pits and fuel pumps.* No gasoline filling station or public garage shall be permitted where any oil draining pit or fuel filling appliance is located within 12 feet of any street line or within 25 feet from any R district, except where such appliance or pit is within a building.

Sec. 29-179. - Residential driveways: criteria for design and location in front yards and side yards in residential districts.

Item F.1.

Allowable residential driveways are set forth below.

- (a) An access from the public street, maintaining a three-foot setback from the property line (see section 23-168), that is established to provide vehicular parking at a single-unit or two-unit residential dwelling. It may also provide access to an attached residential garage, or to a detached residential garage in the rear yard area of the property. Refer to Figure 5. In the situation in which the existing driveway does not meet the three-foot setback, and if strictly enforced would cause the driveway width to be less than ten feet, a reduced driveway setback may be permitted if approved by the Zoning Administrator.

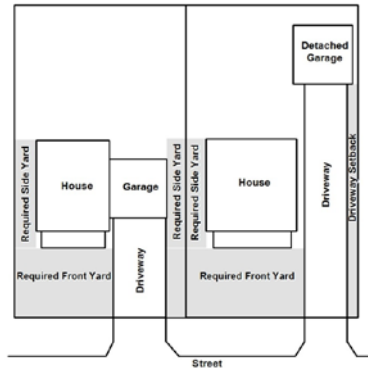


Figure 5

- (b) All second curb cuts and second accesses from the public street that extend across the front or side yard are allowed if approved by the City Engineer.
- (c) The maximum width, towards the interior of the lot, of a driveway accessing an attached or detached garage shall be proportional to the width of the garage doorways for accommodating the normal width of the vehicles, utilizing a ten-foot driving width of a vehicle. In the case of a one car garage, the driveway may be up to 18 feet wide, provided a three-foot setback from the property line is maintained.
- (d) A driveway may have a flare out in the front yard or side yard area of the property only if the entire flare out portion meets all of the following requirements (refer to Figure 6):
- (1) Accommodates no more than one vehicle, with a stall dimension no larger than 12 feet in width by 25 feet in length (not including the flare).
 - (2) Has a taper slope ratio of no more than one to one, so as to create a 45° angle (refer to Figure 6).
 - (2) Is parallel to the driveway.
 - (3) Is hard surfaced.
 - (4) No encroachment into the required side yard shall be allowed, including into the required side yard as extended into the front yard, unless it is a corner lot on which the garage accesses from the longer street side as shown in Figure 7. In the case of a one car garage, the flare out may have up to a three-foot setback.
 - (5) Not located toward or in the interior of the lot (i.e., area in front of residence). Flare outs are not allowed on both sides of a driveway unless one common driveway is serving both units of a duplex residence.

(6) If a turn out exists, then a flare out is prohibited in the front and side yards.

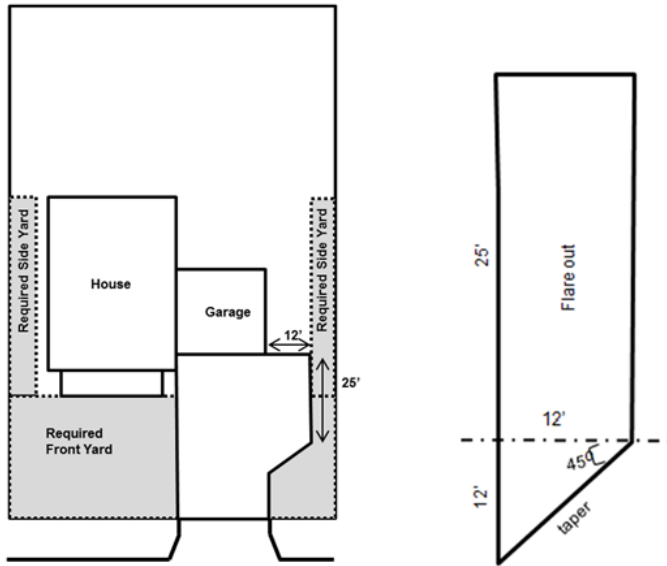


Figure 6

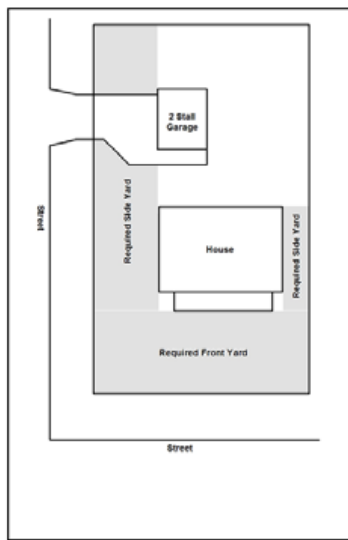


Figure 7

(e) A driveway may have one turn out in order for vehicles to maneuver in the driveway such that a driveway could be exited face-forward, provided the turn out meets the following requirements (refer to Figure 8):

- (1) The street is an existing or proposed arterial or collector street, in accordance with the comprehensive plan, that is two or more lanes.
- (2) Its maximum width is proportional to the driveway width, as follows:

Item F.1.

- i. A ten to 15-foot wide driveway is allowed up to 18 feet beyond the driveway.
 - ii. A 15-foot or wider driveway is allowed up to nine feet beyond the driveway.
- (3) It is a maximum of ten feet long, parallel to the driveway.
 - (4) If located to the side yard, it is a minimum of three feet from the closest property line.
 - (5) It shall not be used for storage.
 - (6) It is located back from the right-of-way, no less than the required front yard setback.
 - (7) It is not located toward or in the interior of the lot (i.e., area in front of residence). Turn outs are not allowed on both sides of a driveway unless one common driveway is serving both units of a duplex residence.
 - (8) If a flare out exists, then a turn out is prohibited in the front and side yards.

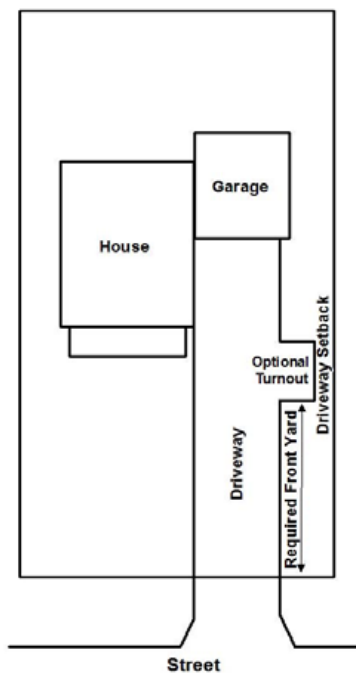


Figure 8

- (f) Termination of a driveway in the side yard, with no access to a garage or parking lot in the rear yard shall only be permitted if the driveway meets all of the following requirements:
 - (1) The extension is a maximum of 12 feet wide.
 - (2) Is a maximum length not to exceed the length of the building along which it is located. In no case shall this driveway extension exceed 30 feet in length.
 - (3) Is hard surfaced.
 - (4) The extension does not occupy any portion of the required side yard and no portion of the vehicle shall be allowed to encroach into the required side yard.
 - (5) No more than one vehicle, including, but not limited to, trailers, recreational vehicles, boats or similar vehicles, which must be currently and legally licensed, shall be parked in the side yard area.

- (6) Only one side yard may be used for vehicular parking.
- (7) Side yard parking shall only be allowed in the side yard nearest the established driveway on the property. Refer to Figure 9.

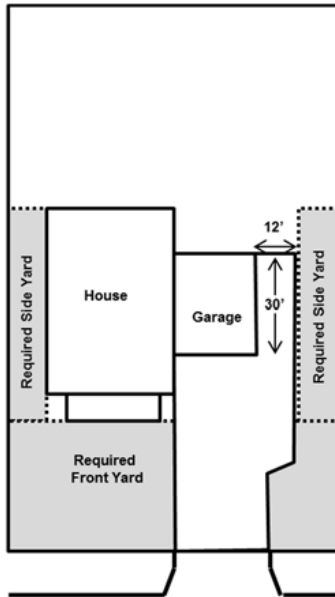


Figure 9

- (g) A driveway may be located in the rear yard or in the required rear yard if it accesses a permitted garage, shed or other accessory structure. Furthermore, the following may be permitted (refer to Figures 10 and 11):
 - (1) One flare out, provided:
 - a. It accommodates no more than one vehicle, with a stall dimension no larger than 12 feet in width by 25 feet in length.
 - b. Is parallel to the driveway.
 - c. Is hard surfaced.
 - (2) An extension along the side of the accessory structure, provided:
 - a. The extension is a maximum of 12 feet wide.
 - b. Is a maximum length not to exceed the length of the building along which it is located. In no case shall this driveway extension exceed 30 feet in length.
 - c. Is hard surfaced.
 - d. No more than one vehicle, including, but not limited to, trailers, recreational vehicles, boats or similar vehicles, which must be currently and legally licensed, shall be parked in said extension.
 - e. It is located only on one side of the building along which it is located.

Item F.1.

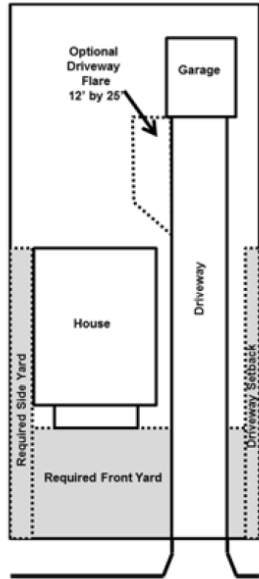


Figure 10

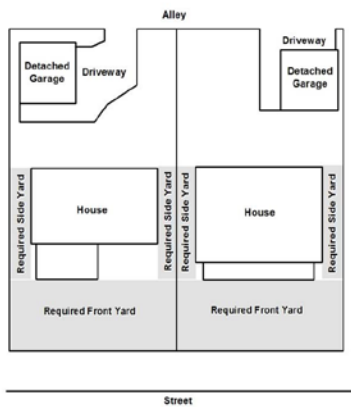


Figure 11

- (h) A secondary driveway, connected to the primary driveway, may be installed for purposes of accessing a detached accessory structure provided the following requirements are met:
- (1) The accessory structure is intended for vehicular use and has at least one overhead garage door.
 - (2) The driveway will be no less than three feet from adjacent property lines.
 - (3) The driveway is a minimum ten feet wide.
 - (4) The secondary driveway is hard surfaced.
 - (5) The overall yard open space requirement and yard open space requirement for the yard where said driveway is proposed is met.
 - (6) In the case of a corner lot, the driveway shall only be permitted on the interior side yard.

Secs. 29-180—29-195. - Reserved.

ARTICLE IV. - SIGNS

Sec. 29-196. - Purpose of article.

The purposes of the sign regulations set out in this article are to encourage the effective use of signs as a means of communications in the city, to maintain and enhance the aesthetic environment and the city's ability to attract sources of economic development and growth, to improve pedestrian and traffic safety, to minimize the possible adverse effect of signs on nearby public and private property, and to enable the fair and consistent enforcement of the sign restrictions.

Sec. 29-197. - 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:

Sign means an identification, description, illustration or device which is affixed to or represented directly or indirectly upon a building, structure or parcel of land and which directs attention to a product, place, activity, person, profession, service, institution or business.

Sign, accessory means a sign relating only to uses of the premises on which the sign is located or products sold or services offered on the premises on which the sign is located, or indicating the name or address of a building or the occupants or management of a building of the premises where the sign is located. (See "Off-premises signs.")

Sign area means that area within a line including the outer extremities of all letters, figures, characteristics or delineations, or within a line including the outer extremities of the framework or background of the sign, whichever line includes the larger area. When the irregularity of a sign shape warrants, such area shall include the extreme points or edges of the sign. The support for the sign background, whether it be columns, pylons or a building or part thereof, shall not be included in the sign area. Only one side of a double-faced sign shall be included in the computation of sign area.

Sign, banner means any sign of lightweight fabric or similar material that is permanently mounted to a pole or a building by a permanent frame at one or more edges.

Sign, billboard means a sign structure designed for the posting of changeable graphics or reading matter advertising a product, place, activity, person, profession, service, institution or business located upon property other than the premises on which the sign is located.

Item F.1.

Sign, directional means a sign designed for the purpose of assisting traffic control, which is located on private property and limited to no more than four feet in height and no more than six square feet in area.

Sign, flag means any fabric, banner or bunting containing distinctive colors, patterns or symbols, used as a symbol of a government, political subdivision or other entity.

Sign, freestanding means a sign which is supported by one or more uprights, columns, pylons or braces in or upon the ground and not attached to any building or wall. This term shall also apply to those signs having their framework permanently embedded in the ground.

Sign, home occupation means a sign or nameplate limited to the display of the occupant and the name of the home occupation. The sign shall not exceed four square feet in area, shall be nonilluminated, shall be affixed to the main structure or visible through a window, and shall be limited to one in number per home.

Sign, monumental means an identification device permanently embedded in the ground, upon which is affixed only the name or symbol of a particular neighborhood, subdivision, commercial or industrial development.

Sign, off-premises means a sign displaying or drawing attention to a product, place, activity, person, profession, service, institution or business located upon property other than the premises on which the sign is located.

Sign, pennant means any lightweight plastic, fabric or other material, whether or not containing a message of any kind, suspended from a rope, wire or string, usually in series, designed to move in the wind.

Sign, portable means any sign not permanently attached to the ground or other permanent structure, or a sign designed to be transported, including but not limited to signs designed to be transported by means of wheels, signs converted to "A" or "T" frames, menu and sandwich board signs, umbrellas used for advertising, and signs attached to or painted on vehicles parked and visible from the public right-of-way, unless the vehicle is used in the normal day-to-day operations of the business. Portable signs are not permitted unless specifically authorized for temporary use by the city council.

Sign, roof means a sign erected upon or above a roof or parapet wall of a building and which is wholly or partially supported by the building.

Sign, temporary means a sign or advertising device intended to be displayed for a limited time period typically identifying construction, community or civic projects, show homes or other special events on a temporary basis. Such sign shall not exceed 100 square feet in area.

Sign, wall means a sign, other than a roof sign, which is supported by a building or wall.

Such a sign shall not project beyond the peak of the building or wall more than one-third of the sign's longest dimension. Signs surpassing this peak projection shall be designated as roof signs.

- (1) *Canopy wall sign* means any sign that is a part of or attached to an awning, canopy or other fabric, plastic or structural protective cover over a door, entrance, window or outdoor service area.
- (2) *Fascia wall sign* means a single-faced building or wall sign which is parallel to its supporting wall and does not extend more than 18 inches from a building or wall.
- (3) *Mural wall sign* means a one-dimensional graphic illustration or presentation that is painted or otherwise applied to a building, wall or facade.
- (4) *Projecting wall sign* means a sign which is attached to and projects more than 18 inches from the face or wall of a building.

Sec. 29-198. - Signs permitted in all zones.

- (a) The following signs shall be permitted in all zoning districts subject to city council approval:
 - (1) Traffic and other municipal signs, legal notices, railroad crossing and danger signs, and other such necessary, temporary, emergency or nonadvertising signs as may be approved by the city council.
 - (2) Signs required to be maintained or posted by law or governmental order, rule or regulation, unless specifically prohibited in this article.
 - (3) Portable signs, banners, pennants and other temporary advertising devices identifying public events, special promotions, holidays and like events, provided that specific approval is granted under regulations established by the city council.
 - (4) Memorial plaques, cornerstones, historical markers and the like.
 - (5) Monumental signs intended to identify residential, commercial or industrial developments, in accordance with this article.
 - (6) Mural wall signs, company logo signs, hand-painted art or any similar sign which is intended to be painted directly on the existing building facade or wall.
 - (7) In special circumstances, such as road construction, a limited number of temporary directional signs may be placed in the public right-of-way in conformance with the following guidelines:
 - a. Maximum of two signs per use.
 - b. Each sign shall be no larger than six square feet nor more than three feet in overall height.
 - c. Signs shall be installed by a bonded contractor and shall be sited in cooperation with Cedar Falls Utilities and City of Cedar Falls Department of Public Works officials.
 - d. In those situations where at least three users wish to share common sign space, only two signs will be permitted with a maximum area of 12 square feet and a maximum height of three feet. Only one individual sign will be permitted for each user, if that user is also utilizing common sign space.
 - e. All such permitted signs shall be removed from the public right-of-way within five days following the end of the special circumstances that stimulated the original request.
- (b) The following signs are permissible for display without city council approval. Permits must be secured as required by chapter 3 of this Code of Ordinances.

Item F.1.

- (1) Signs advertising the sale, rental or lease of the premises or part of the premises on which the sign is displayed. One such nonilluminated sign, not to exceed six square feet in size, shall be permitted on each premises.
- (2) Signs advertising the architects, engineers, contractors, occupants or other individuals involved in the construction, reconstruction or remodeling of a building or development project, and such signs announcing the character or purpose of the site. One such nonilluminated sign, not to exceed 100 square feet in size, shall be permitted on each premises. Such signs shall be erected no sooner than 30 days prior to site development, and shall not continue to be displayed longer than 30 days following project completion. Such signs shall be sited in accordance with the regulations found in this article.
- (3) Signs announcing candidates seeking public political office or pertinent political issues. Such signs shall be confined to private property and shall be subject to applicable state and local regulations.
- (4) Address signs posted in conjunction with doorbells or mailboxes showing only the numerical address and occupants of the premises upon which the sign is situated. One such nonilluminated sign shall be permitted per address.
- (5) Home occupation signs.
- (6) Accessory signs identifying hospitals or civic, philanthropic, educational or religious organizations. All signs must comply with the general regulations found in section 29-202. All freestanding, monumental and roof signs exceeding 40 square feet in size must be approved by the city council.
- (7) Signs which primarily consist of banners, balloons, pennants, ribbons, streamers, spinners or other similar moving devices. Such signs shall be permitted for 60 days in any consecutive 12-month period.
- (8) Flag signs; provided, however, that no owner or occupant of any premises shall erect more than one official flag of the institution or business which is situated or located upon the premises where the flag sign is erected.

Sec. 29-199. - Signs prohibited in all zones.

The following signs shall be prohibited in all zoning districts:

- (1) Signs that advertise a product, place, activity, person, service, institution or business no longer conducted on the premises on which the sign is located. Such signs shall be removed in accordance with the provisions of chapter 3 of this Code of Ordinances.
- (2) Signs and poles which contain or consist of reflectors or lights which flash, strobe or chase one another, or appear to display these characteristics. This prohibition does not preclude all electronic message signs.
- (3) Signs that are not permanently anchored or secured to either a building or the ground.
- (4) Signs erected in such a manner as to obstruct free and clear vision of streets, alleys or driveways, or erected, designed or positioned so as to interfere with, obstruct or be confused with any authorized traffic sign, signal or device or which may mislead or confuse traffic.
- (5) Signs posted on public property, including utility poles, lighting fixtures, street signs, benches and the like.
- (6) Off premise signs, with the exception of billboard signs.
- (7) Signs placed within the public right-of-way unless specifically authorized by the city council as limited herein.

Sec. 29-200. - Location of signs; lighting.

- (a) All signs permitted in this article shall be contained entirely upon private property and set back from the existing and proposed public right-of-way, except as permitted by chapter 3 of this Code of Ordinances.
- (b) No sign shall be permitted within the ten-foot sight triangles formed at the intersection of a public right-of-way with an accessway, driveway or alley, nor shall any sign be permitted within the 30-foot sight triangles formed at the intersection of two public rights-of-way, with two sides of the respective triangles being measured in length along the stated boundaries from their point of intersection, and the third side being a line connecting the ends of the two sides already established.
- (c) No billboard, freestanding sign or roof sign shall be permitted which faces the front or side lot line of any lot in an R district used for residential purposes within 100 feet of such lot lines, unless the subject sign is also permitted within the adjacent R district.
- (d) Any light, exclusive of the sign area itself, used to illuminate any sign shall be situated and arranged so as to reflect the light away from adjoining premises.

Sec. 29-201. - Nonconforming signs.

Lawful signs, other than portable signs, existing at the effective date of Ordinance No. 1934 which do not meet the terms of this chapter shall be classified as legal nonconforming signs and may be maintained as such, but shall not, except when required by law, be enlarged, extended, reconstructed, substituted or structurally altered, unless altered in a manner to conform with the terms of this article. Any sign in existence at the adoption of this article which was not an authorized nonconforming sign under previous zoning ordinances shall not be authorized to continue as a nonconforming sign pursuant to this article or amendments thereto. If a nonconforming sign is removed, replaced or destroyed, new signs shall thereafter conform to the terms of this article.

Sec. 29-202. - Permitted signs by zoning district.

In order to carry out the provisions of this article, the following signs are hereby permitted in the various zoning districts, as follows:

- (1) *A-1 agricultural district.* Permitted signs in the A-1 district are as follows:
 - a. Signs permitted and limited as provided in section 29-198.
 - b. Fascia and mural wall signs used to identify the given name, symbol and occupants of a farmstead located upon the premises. Sign area shall not exceed one-fourth of the surface area of the single wall to which the sign is affixed.
 - c. Accessory signs, subject to approval by the zoning administrator, appertaining to any material that is mined, grown or treated upon the premises; provided, however, that such signs shall be located upon or immediately adjacent to the building or in the area in which such materials are treated, grown, processed or stored. Such sign shall not exceed 15 feet in height or 40 square feet in area. No more than one such sign shall be permitted per parcel.
- (2) *R-1 residence district.* Permitted signs in the R-1 district are as follows:
 - a. Signs permitted and limited as provided in section 29-198.

Item F.1.

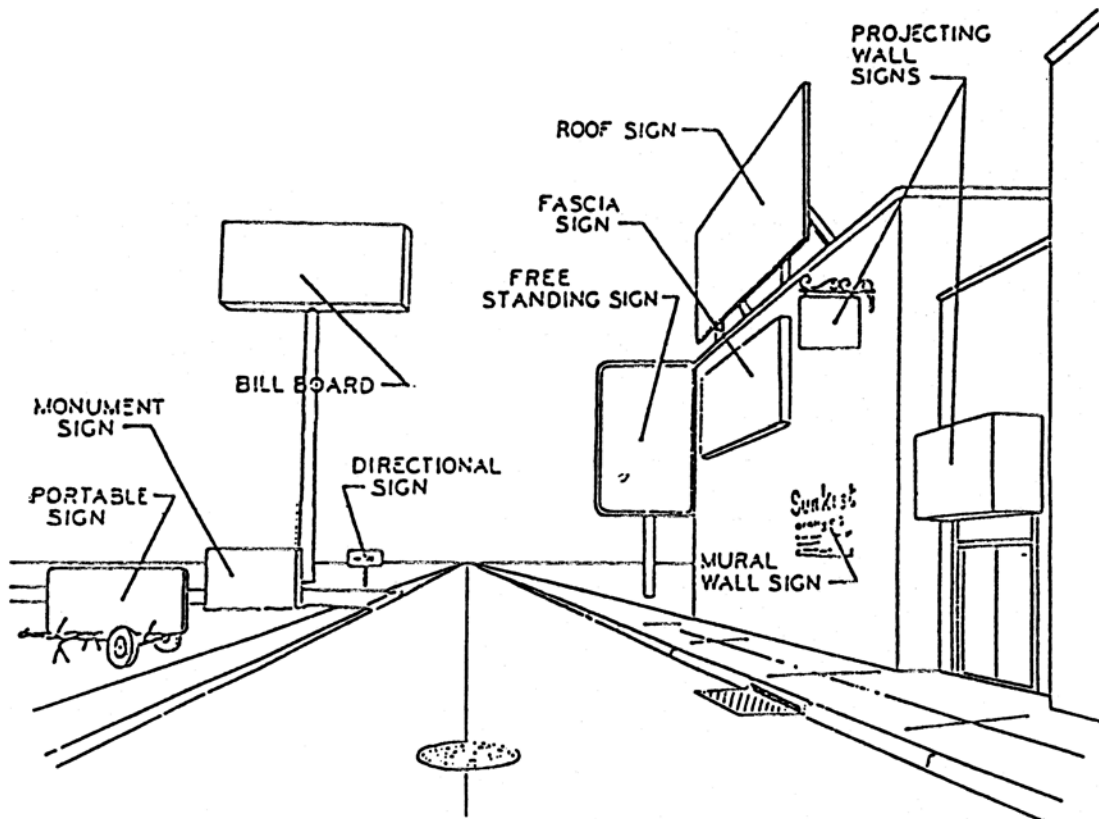
- b. Accessory signs identifying principal permitted uses, other than single unit and two unit residential dwellings, shall be allowed a maximum of three signs per parcel in the following combination: one wall sign not to exceed ten percent of the surface area of the wall to which it is affixed and two freestanding signs, each freestanding sign not to exceed 30 square feet in area and five feet overall height, or two wall signs not to exceed 10 percent of the surface area of the wall to which affixed. Said wall signs may utilize no more than two wall surfaces, and one freestanding sign not to exceed 30 square feet in area and five feet overall height.
- (3) *R-2 residence district.* Permitted signs in the R-2 District are any sign permitted in the R-1 District.
 - (4) *R-3 multiple residence district.* Permitted signs in the R-3 district are any sign permitted in the R-2 district.
 - (5) *R-4 multiple residence district.* Permitted signs in the R-4 district are as follows:
 - a. Signs permitted and limited as provided in section 29-198.
 - b. Accessory wall signs having a total sign area not to exceed one-third of the surface area of the single wall to which affixed.
 - c. Accessory freestanding signs, as follows:
 - 1. Signs are permitted upon parcels containing a street frontage along any one public street of at least 150 linear feet.
 - 2. Signs shall be no taller than 20 feet in height and no larger than 40 square feet.
 - 3. Number of signs is limited to one sign per separate principal permitted structure.
 - (6) *R-5 residence district.* Permitted signs in the R-5 district are any sign permitted in the R-1 district.
 - (7) *R-P planned residence district.* Permitted signs in the R-P district are any sign permitted in the R-4 district.
 - (8) *C-1 commercial district.* Permitted signs in the C-1 district are as follows:
 - a. Signs permitted and limited as provided in section 29-198.
 - b. Accessory wall signs not to exceed one-third of the surface area of any single wall to which the signs are affixed.
 - c. Directional signs, limited to one sign per curb cut.
 - d. Accessory freestanding signs, as follows:
 - 1. Signs shall be no taller than 30 feet in height and no larger than 40 square feet in area.
 - 2. Number of signs is limited to one sign per separate principal permitted structure.
 - (9) *C-2 commercial district.* Permitted signs in the C-2 district are as follows:
 - a. Signs permitted and limited as provided in section 29-198.
 - b. Wall signs not to exceed one-third of the surface area of any single wall to which the signs are affixed.
 - c. Directional signs, limited to one sign per curb cut.
 - d. Freestanding and roof signs, as follows:
 - 1. The combined total area of such signs shall not exceed two square feet per lineal foot of street frontage. Land uses situated on corner lots may use their longer street frontage only for purposes of determining the permissible area of signs.

2. In no case shall the area of any one sign exceed 300 square feet in area, nor shall signs be taller than 40 feet in height. Roof signs shall not project more than 15 feet above the roof line.
 3. Regardless of lineal street frontage, all parcels shall be permitted at least one such sign, not to exceed 60 square feet in area or 40 feet in height.
 4. Billboards shall have a prime message area not to exceed 672 square feet and an embellishment, trim and skirting area not to exceed an additional 250 square feet. The maximum allowable height as measured from natural grade at the base of the sign to the top of the structure is 40 feet. All billboard sign structures, including the outermost edge of the sign panel, must be set back from the immediately abutting street right-of-way line a minimum of 25 feet. Billboard structures shall not be permitted within 600 feet of another billboard structure measured in either direction along both sides of the street which adjoins the billboard structure, measured from the point of intersection of the face of the sign panel, as extended, and either side of the right-of-way line of the adjoining street. Furthermore, no billboard structure shall be permitted closer than 200 feet from a residential zoning district or from the property boundaries of any property which has a principal residential use located thereon, nor closer than 200 feet from the property boundaries of a public park, church, school, including the University of Northern Iowa main campus area, cemetery, hospital, the property boundaries of any historic district established by state law or local ordinance, or the property boundaries of any certified structure listed on the national register of historic places. In addition, vertical stacking of separate sign panels on a billboard structure shall be prohibited.
- (10) *C-3 Commercial District.* Permitted signs in the C-3 district are any sign permitted in the C-2 district, except for billboard signs, which shall not be permitted.
- (11) *S-1 shopping center district.* Permitted signs in the S-1 district are as follows:
- a. Signs permitted and limited as provided in section 29-198.
 - b. Accessory wall signs not to exceed one-third of the surface area of any store wall to which the sign is affixed.
 - c. Directional signs, limited to one sign per curb cut.
 - d. Accessory freestanding signs, as follows:
 1. In keeping with the intent of the S-1 zone, individual freestanding signs should be limited in number and designed to identify the shopping center and the stores contained therein. Individual business identification signs are to be discouraged.
 2. To meet this end, one such sign structure shall be permitted for each 500 linear feet, or fractional part thereof, of frontage on a public street. Such signs shall be no larger than 200 square feet and no taller than 40 feet. When separate principal uses are situated on parcels containing less than 500 feet of street frontage, one freestanding sign may be permitted. Such a sign shall be no larger than 100 square feet, and no taller than 30 feet.
 - e. All signs shall be reviewed and approved in accordance with the S-1 zoning district provisions, regulations and restrictions.
- (12) *M-1 Light Industrial District.* Permitted signs in the M-1 district are any sign permitted in the C-2 district, except for billboard signs, which shall not be permitted.
- (13) *M-2 heavy industrial district.* Permitted signs in the M-2 district are any sign permitted in the M-1 district.

Item F.1.

(14) *M-P planned industrial district.* Permitted signs in the M-P district are as follows:

- a. Signs permitted and limited as provided in section 29-198.
- b. Accessory wall signs not to exceed one-third of the surface area of any single wall to which the sign is affixed.
- c. Directional signs, limited to one per curb cut.
- d. Accessory freestanding signs, as follows:
 1. Signs shall be no taller than 40 feet in height, and no larger than 200 square feet.
 2. Number of signs shall be limited to one sign per separate principal permitted structure.



Examples of Various Sign Types

Zoning District

Item F.1.

Sign Type	Zoning District														
	A-1	R-1	R-2	R-3	R-4	R-5	R-P	C-1	C-2	C-3	S-1	M-1	M-2	M-P	
Billboard	X	X	X	X	X	X	X	X			X			X	
Wall Fascia Wall-Mural	Not to exceed ¼ of surface wall	1 per parcel (excluding dwellings) not to exceed 20 sq. ft.			Not to exceed ½ of surface wall	See R-1	See R-4	Not to exceed ½ of surface wall	See text for sign options, size, number, etc.						
Wall-Projecting	X	X	X	X			X								
Directional		Limited to 1 per curb cut, 4 feet in height, not more than 6 sq. ft.													
Freestanding	See Restrictions	X	X	X	See Restrictions	X	See Restrictions	See Restrictions							
Off-Premises	X	X	X	X	X	X	X	X			X			X	
Roof	X	X	X	X	X	X	X	X			X			X	
Accessory															
Traffic/City Governmental															
Political/Educational/Religious															
Public Events/Holidays							Permitted in all zones								
Memorial/Monumental															
For Sale/Rent/Etc.															
Temporary/Construction															
Home Occupation/Window															
Portables*							See Restrictions								
<p>□ = Sign type permitted within the designated zoning district.</p> <p>X = Sign type not permitted within the designated zoning district.</p>															

Note: Some restrictions pertain to individual sign types within certain zoning districts. Reader is cautioned to confirm permissible signs with the text.

Item F.1.

INTRODUCED: _____ April 2, 2018 _____

PASSED 1ST CONSIDERATION: _____ April 2, 2018 _____

PASSED 2ND CONSIDERATION: _____ April 16, 2018 _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, 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 3, 2018
SUBJECT: Student Liaison Appointment

I am officially appointing University of Northern Iowa Student Jacob Madden as Student Liaison for a term ending on April 30, 2019.

COMMITTEE OF THE WHOLE

City Hall – Council Chambers

April 16, 2018

The Committee of the Whole met in the Council Chambers at 5:45 p.m. on April 16, 2018, with the following Committee persons in attendance: Mayor Jim Brown, Tom Blanford, Frank Darrah, Susan deBuhr, Rob Green, Daryl Kruse, Mark Miller, and David Wieland. Staff members attended from all City Departments. Aaron Moniza from Foth Engineering and other members of the community attended.

Mayor Brown called the meeting to order and introduced the first item on the agenda, Sewer Rate Study. Jennifer Rodenbeck, Director of Finance and Business Operations, stated during the Capital Improvements Plan and FY2019 Budget preparations it was stated that a sewer rate study will be prepared. She reviewed the history of the rates, stating in 2012-2016 there was 5% increase each year and for 2017-2019 there is a 9% increase. Ms. Rodenbeck reviewed some large sewer projects and their costs. She also reviewed future projects, the regionalization study, and the sewer debt and bond sales. She stated in order to have adequate debt coverage and maintain cash reserves to fund immediate projects and looking ahead to future projects staff recommends a 5% annual increase for three years, FY2020 – 2022. She reviewed other city's rates and how Cedar Falls compares, and we are currently 25th of 40 cities. She stated with the increase we would remain at the mid-point of the 40 cities. A brief discussion was held. Rob Green motioned for staff to draft a sewer rate ordinance for the 5% rate increase for three years, FY2020 – FY2022. David Wieland seconded the motion. The motion carried unanimously.

Mayor Brown introduced the second item on the agenda Stormwater Rate Study. Ms. Rodenbeck stated there are currently \$4.1 million in stormwater projects with other projects that are unfunded. She said there are multiple smaller projects when compared to sewer's handful of larger projects. Ms. Rodenbeck reviewed the history of the fee and the rate structure, which is a flat rate of \$3/month for residential and flat rate plus a fee based on impervious area for commercial/industrial. She stated other cities use an ERU or Equivalent Residential Unit calculation. She stated the fund has been self-supporting, however we have started to see a drawdown of cash and the possible need for bonding and because of this, staff recommends a 5% increase for the next four years, FY2019 – FY2022. She reviewed the effect of the increase on the average household and average commercial/industrial property. Ms. Rodenbeck stated the rate increase will allow for adequate cash coverage for current projects and still maintains the residential rate below the statewide average. A brief discussion was held. Frank Darrah motioned for staff to draft a storm water rate ordinance for the 5% increase each year, for 4-years, beginning FY2019 thorough FY2022. Mark Miller seconded the motion. The motion carried unanimously.

The Mayor introduced the third item on the agenda Highway 58/Viking Road Update. Aaron Moniza with Foth Engineering reviewed the project. He stated this is an IA-DOT project to reconstruct the intersection to have Viking Road go over Highway 58. He said this is a 2-year project and access will remain open through all phases as well as access to businesses will remain open. He stated they started the project the end of

Item G.1.b.

March and the first major traffic shift to head to head traffic will take place April 27, 2018. He reviewed a traffic pattern map. Mr. Moniza stated the IA-DOT have placed alternate route signage throughout the area. He stated the IA-DOT will use social media to keep residents informed; through their website 511ia.org and the Black Hawk/Bremer Co Facebook page. He stated the City has a special project page on their website for Highway 58 and Viking Road Project, which will include these two IA-DOT links. Mr. Moniza stated information with regards to the project construction plan was sent to all business and they are holding a public information meeting on April 19th at the Municipal Operations & Programs Complex. A brief discussion was held.

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

There being no further discussion Mayor Brown adjourned the meeting at 6:27 p.m.

Minutes by Lisa Roeding, Controller/City Treasurer

CITY COUNCIL WORK SESSION

Cedar Falls Public Works Facility Conference Room

April 30, 2018

The City Council held a special work session in the Cedar Falls Public Works Facility Conference Room at 5:00 p.m. on April 30, 2018, with the following persons in attendance: Mayor Jim Brown, Tom Blanford, Frank Darrah, Susan deBuhr, Mark Miller, Rob Green, Daryl Kruse, and David Wieland. Staff members attended from all City Departments, including City Attorney Rogers.

Mayor Brown called the meeting to order and introduced the only item on the agenda, Complete Streets Discussion. Ron Gaines, City Administrator stated during the goal setting session last fall council asked for a review of the Complete Streets Policy. He stated tonight's work session will cover the current policy and practice of the City of Cedar Falls. Stephanie Houk Sheetz Director of Community Development reviewed the information from the Smart Growth website and stated the concept took flight in 2004. She stated the City adopted "Complete Streets" design concepts in 2009 and in 2013 City Council passed a resolution for establishing Complete Street Policy. She said these are used when road construction projects are reviewed. She stated there are a variety of other City plans which reference complete streets in them. Ms. Sheetz stated we continue to review street design and look at all modes of transportation and review the reconstruction checklist each time. She stated most streets are constructed 31' wide and some at 29'. Jon Resler, City Engineer stated the 29' street width may be used as a traffic calming measure and we will consider volume and velocity of vehicle traffic. Councilmember Kruse asked about the requirement in the rental code for occupancy, a 31' street is required for 4 occupants. He stated this is a dis-service to a landlord when the street is reconstructed at 29'. Ms. Sheetz continued to review other integrating elements such as lighting, sidewalk/trails, landscaping and other transit. Council members had questions about how do we measure the demand for some of these items and gauge the users of the road. Ms. Sheetz stated INRCOG did a trail count a few years ago that we could review and then see if a traffic count of the city street could be done in the future.

Brian Heath Public Works & Parks Manager continued the discussion reviewing on-going maintenance. He stated annual street painting includes the bike lane and sharrow items; these in the past have cost \$7740. He stated we currently have a local business who as the lowest bidder of the project and the next highest bid was twice as much. He reviewed the replacement of bicycle signage with a cost of \$120/sign. He stated the maintenance of landscaping in the right of way for University Avenue this past year was \$2500. He also stated there is annual maintenance to the traffic calming bump-outs and bio-cells in the right of way. Council members discussed whether one bicycle marking/signage is safer than another. Mr. Resler stated the lane markings are required and the signs are optional for the City to install. Jeff Olson, Director of Public Safety Services/Police Chief commented that there are one or two bicycle/vehicle accidents a year and typically the fault has no relation to the signage. Mr. Heath continued stating snow removal takes place on City sidewalks that are routes in close proximity to the schools. He reviewed a map. He stated this is estimated to cost

Item G.1.c.

\$7000/year. Council members wondered if through solving problems, are we creating additional maintenance issues?

Mr. Resler continued the discussion and reviewed right of way impact. He reviewed specifically 12th Street reconstruction plan. He explained three options were presented to council for review with inclusion of complete street concepts. He stated through the process other routes are looked at, if necessary, to move bicycle traffic to an alternate street. He said this is the process engineering follows and reviews the reconstruction checklist. He stated they will look at various types of traffic calming features that may be used. Ms. Sheetz continued the discussion, stating every intersection and road is different. Council members discussed the investment over expense and asked about on-going maintenance costs for traffic signals just like roundabout landscaping and bicycle marking painting. Mr. Heath stated they have an annual budget for repair and replacement of traffic signals. She noted that with future projects subdivision developers may be asked to set aside additional right of way for future intersection expansion. She reviewed the bicycle designation and Blue Zone initiative. She stated that criteria for the bicycle designation have increased and there are no additional benefits such as additional grant funding. She explained due to the cost, the Blue Zones initiative is being dropped in three Iowa communities, and there is a shift to Healthy Hometown. Council members discussed to keep these things in the community, to encourage healthy lifestyles but we may not need to seek accreditation. They also asked for more information on the Healthy Hometown program.

Mayor Brown summarized a few items from the discussion: 1) to review the bicycle signage to replacement program; 2) to review additional right of way set aside in new developments for future intersection expansion; 3) continue to review street reconstruction projects as in the past; and 4) bring back information on the Healthy Hometown program. Mr. Gaines noted we continue to have city staff make efficient use of time and to stay the course on this topic. He also noted the recreation trail count from the INRCOG study will be reviewed and brought back to council for review. He also noted there will be an upcoming joint meeting with Cedar Falls Utilities and the next Council work session will be held on May 14, 2018.

There being no further discussion, Rob Green motioned to adjourn and Mark Miller seconded the motion. The motion carried unanimously. Mayor Brown adjourned the meeting at 7:50 p.m.

Minutes by Lisa Roeding, Controller/City Treasurer

City of Cedar Falls, Iowa Goal Setting Report 2017

Mayor:

Jim Brown

City Council:

Mark Miller

Susan DeBuhr

Frank Darrah

Dave Wieland

Tom Blanford

John Runchey (out-going)

Nick Taiber (out-going)

Daryl Kruse (council-elect)

Rob Green/LeeAnn Saul (council candidates)



Facilitated by:

Jeff Schott

Institute of Public Affairs

University of Iowa

CITY OF CEDAR FALLS, IOWA GOAL SETTING SESSION 2017

Introduction

The City of Cedar Falls requested the Institute of Public Affairs (IPA) to assist the city with goal setting. IPA agreed to organize and facilitate a process that involved the following steps:

1. Conduct interviews with the Mayor and City Council Members to discuss recent accomplishments, issues/trends/concerns, potential new initiatives/programs/policies and suggestions to improve organizational effectiveness.
2. Conduct a preliminary session with department heads.
4. Conduct a goal-setting session with the elected officials.
5. Preparation of this final report.

Goal Setting Work Sessions

City Council Members and the Mayor held goal setting work sessions conducted by the IPA on November 13 and 15, 2017. In attendance and participating at these meetings were Mayor Jim Brown and Council Members Mark Miller, Susan DeBuhr, Dave Wieland, Tom Blanford, Frank Darrah (electronically), and Council Member-elect Daryl Kruse. Also attending were council candidates Rob Green and Lee Ann Saul. Also attending were City Administrator Ron Gaines, Director of Community Development Stephanie Houk Sheetz, Public Safety Director/Police Chief Jeff Olson, Director of Finance and Business Operations Jennifer Rodenbeck, Director of Municipal Operations and Programs Mark Ripplinger, City Engineer Jon Ressler (November 13 session only) and City Attorney Kevin Rogers.

In addition, the facilitator and City Administrator held individual meetings with the Mayor and incumbent City Council Members on October 5, 12, and 17. A summary of those interviews is included with this report as Exhibit A.

IPA held preliminary sessions with department heads on November 2 and also prior to the November 15 goal setting work session. In attendance at these sessions were City Administrator Ron Gaines, Director of Community Development Stephanie Houk Sheetz, Public Safety Director/Police Chief Jeff Olson, Director of Finance and Business Operations Jennifer Rodenbeck, and Director of Municipal Operations and Programs Mark Ripplinger.

In addition, the City Council and department directors held work sessions in September and October to review and discuss key issues relating to their departments and the city and identify important policy issues to be addressed by the City Council.

Policy Agreements

After review and discussion, the group reached general agreement on the following policy issues:

1. FY 18-19 Budgetary/Financial Goals:
 - Property Tax Goal – Rate of residential inflation
 - Cash Reserves Goal – 25% of annual GF expenditures
 - Plan for FY 18-19 budget without state backfill
 - Evaluate storm water fee and sanitary sewer fees

2. Implementation of Major Capital Projects - The following capital projects were identified as priorities:
 - Public Safety Building
 - University Ave reconstruction - Phases II and III
 - Cedar River flood levee
 - Develop Master Plan/Financing Plan for Cedar River Recreational and Safety Improvement Project
 - Defective bridge repair program
 - LOST street repair program
 - Infiltration/Inflow Remediation
 - Develop plan
 - Slip-lining
 - Manhole repairs
 - Waste Water Treatment Plant:
 - Plan for funding for future improvements
 - Evaluate regional WWTP concept
 - Sidewalk inspections and assessments
 - Dry Run Creek storm water improvements
 - Dry Run Creek sanitary sewer improvements
 - US 58/Viking Rd interchange
 - West 1st St reconstruction
 - Center St trail
 - Expansion of trail/sidewalk systems
 - Industrial Park expansion
 - Main St improvements
 - Greenhill Rd extension
 - S Main /Greenhill intersection

Council may need to prioritize these capital projects at a later date based on staff capacity, time availability, and funding availability.

Item G.1.d.

- Projects requested for funding from Black Hawk County Gaming Association:
- Inclusive Park (\$250,000). Estimated project date – Spring 2018.
 - Public Safety Gator (\$12,500). Estimated project date – Fall 2017.
 - Public Library MakerSpace (\$50,000). Estimated project date – Winter 2017.
 - Public Safety Building Equipment & Technology Upgrades (\$750,000) – Spring 2018.
 - Pickle Ball Courts (\$50,000). Estimated project date – Summer 2018
 - Wayfinding Signage (\$100,000). Estimated project date – Summer
 - Center St. Streetscaping (\$300,000)
 - Downtown Streetscaping (\$100,000).
3. Use of Flood Recovery Cash Reserves
 - Establish a Flood Recovery Reserve Fund level at \$1.75M
 - Staff to prepare Capital Project proposals for council consideration based on that \$1.75M level:
 - Riverbank improvements
 - Safety improvements
 - River Recreation improvements
 - Center Street improvements/streetscape
 - Additional reserves for future disasters
 4. Maintain fiscal discipline and maintain compliance with Financial Policies
 5. Personnel issues – staffing levels, staff transitions, attracting/retaining quality staff
 - Conduct staffing analysis
 - Before a position is filled, continue to analyze and evaluate the position, staffing needs, and other appropriate factors.
 - Continue to assess the relationship of service levels, maintenance needs, customer service, project management and related issues to staffing levels and costs
 - Continue to support the use of alternative staffing options (volunteers, part-time and cross-trained employees) by all departments, as opposed to reducing services, when responding to state-imposed revenue reductions.
 6. Continue Public Safety staffing initiatives:
 - Continue to grow the PSO program
 - Strong Council support for aggressively moving forward w PSO program
 - Maintain commitment to balancing full-time/PSO staffing
 - Monitor service levels
 - Develop/implement communication program to explain the advantages of the PSO program

7. Economic development:
 - Review current policies/guidelines regarding economic development incentives strategies
 - Identify new/innovative strategies and partners to promote economic development
 - Encourage entrepreneurial activities/new business creation
 - Evaluate initiatives to promote commercial and residential development in Northern Cedar Falls
 - Evaluate additional land acquisition for economic development
 - Evaluate adding new TIF Districts or re-establishing existing districts
 - Use of TIF Reserves for economic development activities
 - Allocate additional General Fund revenues resulting from Unified TIF District close-out for future economic development projects

8. The following were identified as continuing priorities/ongoing commitments:
 - Continue flood recovery activities
 - Continue proactive code enforcement
 - Overhaul Zoning Ordinance
 - Evaluate alternative methods to encourage infill and mixed use developments
 - City support of construction of new hospital and redevelopment of the existing property
 - Monitor/modify Rental Ordinance
 - Recodification of City Code
 - Develop Stormwater/Grading Ordinance
 - Collaborate with School District regarding school playground areas
 - Comprehensive Compensation Survey/Pay Plan
 - Rec Center –use/needs market/leakage study
 - Hearst Center – use/needs study
 - Expand Employee Wellness Program

9. Legislative Priorities: There was general agreement with the legislative priorities as proposed by the city’s lobbyist and the legislative priorities as identified by the Iowa League of Cities:
 - Additional priority – Push for changes in State Code re minor condemnations (e.g., construction easements)

Item G.1.d.

10. The participants agreed that the following policy issues should be discussed at future City Council Work Sessions:
- Review/prioritize Capital Project proposals for use of Flood Reserve Fund based on the \$1.75 M target level for fund balance; this activity to be completed by early January 2018
 - Review/evaluate Complete Streets Policy. As part of this discussion:
 - Review/discuss revisions to Major Thoroughfare Plan
 - Bike trails vs bike lanes on streets:
 - Refer to Bicycle Plan for guidance – council makes decision on case-by-case basis;
 - Develop process for reviewing requests and making recommendations to council on individual issues
 - Regionalization of services – is there support? Should certain services/programs be evaluated – are certain programs/services “off-limits”/ no support? What criteria should be used for evaluating feasibility of regionalization?
 - Review/discuss impact of various programs on storm water management, water quality and related issues:
 - Permeable alleys – should funding be increased? Provide information regarding the impact of this program on storm water management and water quality
 - Evaluate feasibility of establishing Wetland Bank
 - Strategic Plan implementation –
 - Implementation issues
 - Who monitors implementation?
 - Funding/budgetary issues
 - Future updates?

11. New initiatives for the Upcoming 24 Months

The participants identified the following as new initiatives for the upcoming 24 month period:

- Provide sidewalk accessibility at city parks
- Greenhill Rd corridor traffic study (Hudson Rd – east city limits)
- Request CFU to review policies regarding city-wide connections to city water
- Evaluate incentives for residential development in North Cedar

12. Organizational Effectiveness Initiatives

Due to time limitations, review and discussion of ideas relating to improving organizational effectiveness were deferred to a subsequent session.

Final Comments

It was a pleasure to again assist the City of Cedar Falls with this goal setting process. I continue to be particularly impressed with the level of cooperation and collaboration between the City Council and the staff.

Jeff Schott
Institute of Public Affairs
University of Iowa
November 16, 2017

Item G.1.d.

EXHIBIT A

CITY OF CEDAR FALLS GOAL SETTING - 2017 ELECTED OFFICIALS INTERVIEW RESPONSES

1. From your perspective, how is the City of Cedar Falls doing?
 - Great, terrific (4)
 - Financially responsible, strong financial position (3)
 - Staffing challenges – retirements, turnover (Engineering) (2)
 - Generally doing quite good – much better than most Iowa cities (2)
 - Lots of projects underway (2)
 - Overall, relatively well – but last year quite challenging: staffing challenges, very large projects hitting at once
 - Doing well but always areas for improvements
 - Smart planning
 - Downtown redevelopment – great opportunity for younger generations and business development
 - Well run
 - Property tax rate low
 - Good teamwork between mayor/council/staff
 - Feel out-of-the-loop – why is Bob Seymour leaving?
 - As far as citizens are concerned, city doing poorly – public perception that council is not listening to citizens – University Ave, main St projects

2. In your opinion, what are the key issues of paramount importance to the City of Cedar Falls that need to be addressed in terms of leadership direction, goals, programs, policies and resource allocation in order to achieve the city's strategic vision?
- Budgetary challenges – potential loss of backfill (5)
 - Don't fall into trap of just cutting costs and ignoring needs of city
 - Status of Flood reserve Account (4)
 - What projects should be done – review priorities
 - How much to maintain in reserve for emergencies
 - Personnel issues – staffing levels, staff transitions, losing institutional memory (4)
 - Attracting/retaining quality staff
 - What are solutions for the future? Need action plan
 - What level of staffing is appropriate?
 - Have we cut too many staff positions?
 - Do we have adequate staffing for follow-up, returning phone calls?
 - Complete Streets policy (4)
 - Need to review urban planning philosophy – are current standards still applicable or should they be updated/revised (e.g., Complete Streets)
 - Maintain/implement Complete Streets concept
 - Focus on Complete Streets
 - Economic development (3)
 - Continue to maintain emphasis
 - Regional/corridor concept
 - Functioning of council – enhancing council effectiveness, decision-making processes (2)
 - Attracting/retaining younger people to Cedar Falls (2)
 - Holding the line on property tax rate (2)
 - Increasing property taxes – but due to School Bond issue
 - Whitewater project – how to pay for outside of CIP, General Fund
 - Visioning for city – updating 5 year plan
 - Long-range planning
 - More active role - regionalism
 - Clean energy/sustainability
 - Lack of sidewalk accessibility at city parks
 - Use of technology to improve communication
 - Main Street design decisions
 - Traffic congestion during next few years with all the major construction
 - Maintaining unity/emphasis on Public Safety/PSO program

Item G.1.d.

- Countering false, inaccurate information about city activities, esp. with all the major projects underway
 - Restructuring - Need to provide information on how much are we saving – are reductions in service levels (e.g., 1 side garbage pick up, yard waste collection changes) worth the \$ savings?
3. What specific issues or concerns would you like to see addressed at the council goal setting session on Nov. 13?
- Flood recovery fund (5)
 - Re-evaluate projects to be funded/priorities
 - Maintain reserves for future emergencies – what level of reserves?
 - N Cedar project
 - Budget issues – dealing with loss of backfill, changes in rollback rates (3)
 - Staffing (3)
 - How “lean” should our depts. be operating – make sure we provide appropriate services, responses to our citizens – relationship to budget policies (3)
 - Succession planning – concentrate on impacts on city programs/operations
 - White Water Project (3)
 - How to pay for
 - Not sold on recreation portion of project- safety/ bank improvements OK (3)
 - Complete Streets policy – needs to reviewed/evaluated (3)
 - Reinstate previous policy “when reasonable and cost-effective”
 - Update ordinance/policy re mayor (2)
 - More clearly defining roles/responsibilities/authority of City Administrator & mayor re directing staff
 - Put issue to rest
 - Enhancing regionalism efforts (2)
 - Public Safety Dept – Council should be more aggressive in giving direction to staff in moving forward with Fire Dept > PSO (2)
 - Regionalization of services – is there support? Should certain services/programs be evaluated – are certain programs/services “off-limits”/ no support
 - What criteria should be used for evaluating feasibility of regionalization?
 - More effective engagement w Legislature
 - Technology improvements – phone, website

- Pay plan study –
 - How is staff doing?
 - Mayor status
 - Waste Water Treatment Plant upgrades
 - Cyber-security
 - What is appropriate use of TIF revenues? How much should we grow the TIF economic development fund?
 - Review/eliminate backlog of “old business” committee topics
4. Are there specific major projects that are currently under consideration by the City Council that you would like to see completed? If so, please identify them.
- Levy (5)
 - Hwy 58/Viking Rd (5)
 - University Ave – Phases II & III (4)
 - W. 1st St project (4)
 - Public Safety Building (4)
 - Main St (4)
 - Greenhill Rd extension (3)
 - PSO’s continuation/expansion (3)
 - Waste Water Treatment Plant upgrade (2)
 - Center St (2)
 - Whitewater project
 - S Main /Greenhill intersection
 - Continue permeable alley projects
 - Pay plan
5. What new priority initiatives, programs or policies would you like the council to consider as part of this year’s goal setting process?
- Cedar Falls take leadership in advancing Cedar Valley regionalism (2)
 - Continue to explore regional Waste Water Treatment
 - Enhance regional economic development efforts (2)
 - Mayors establish Blue Ribbon committee to identify opportunity for regional sharing/collaboration/consolidation of programs, services
 - Increase positive relationship with Waterloo

Item G.1.d.

- Complete Streets policy –review/evaluate
 - Reinstate previous policy “when reasonable and cost-effective”
 - Can staff do anything to enhance the process, e.g., require more information from consultants to enhance council decision-making
- Recruiting younger people to city boards, commissions, task forces
- More city involvement in marketing CF to younger persons, students, parents
- Update Comprehensive Plan
- Overhaul of Zoning Ordinance
- Make decision to wrap up/make decision re Mayor ordinance by a date certain
- Develop/implement PR program in defense of PSO program
- White Water Park – identify economic benefits
- Succession planning
- Establish Wetland Bank
- Provide sidewalk accessibility at city parks
- Increase budget allocations for renewable resources/sustainability at city facilities
- Expand collaboration/partnerships to promote entrepreneurship
- Fire Dept Public Safety Officer
- Greenhill Rd corridor study
- Push for changes in State Code re minor condemnations (e.g., construction easements)
- On-line Policies/Procedure Manual
- 4-year term for mayor
- Update downtown parking study in light of new development
- Downtown parking – define what city will or will not help with
- Modifications to rental conversion program – modify guidelines
- Develop economic development programs using TIF revenues – land acquisition/development of additional industrial parks
- Review/reaffirm economic development initiatives/incentives
- Revisit use of General Fund \$ from expiring TIF areas
- Alternatives to current economic development incentive programs in TIF districts
- Flood plain involvement –
 - Cooperation in flood plain initiatives with other communities;

- Regular updates on our involvement with other communities
 - Alternatives to flood plain buy-outs/building levees
 - Alternative housing programs to make sure we don't lose residents with every flood
 - Expand downtown further west
 - Residential incentives for North Cedar
 - Connection to city water
 - Develop plan for use of vacated City Hall space when Public Safety relocated to new Public Safety Building
 - Additional dog park
 - Skate park
 - Park and recreation master Plan to evaluate facilities, programs currently being offered – do we need additional programs, facilities to meet needs of the community?
 - More rec programs to get youth back outdoors
 - Evaluate location of pickle ball courts – don't lose tennis courts
6. Are there any issues regarding organizational effectiveness, decision-making processes, teamwork or related issues you would like to have discussed during goal setting?
- Make council work sessions more effective
 - Need to better define purpose of council work sessions
 - Need to improve discussion/decision-making processes
 - Some Council members want to curtail discussion – make decision just because we talked about it long enough
 - More Council training
 - Council committee meetings – go back to old format where committee meetings held in Mayor conference room so that participants are face-to-face instead of in horseshoe to enhance collegiality; install camera for televising
 - Hold sub-committee meetings on off-council meeting day to have more time for discussion
 - More staff-elected interaction/events
 - Council needs to be better prepared/educated for meetings
 - Council needs to do better job working together – enhance effectiveness

Item G.1.d.

- Identify shared principles/common purpose
- Complete Streets/Council cooperation – council needs to work toward compromise and cooperation – continue to debate policy initiatives at every instance even though policy has been approved
- Goal setting – is there a better way – can't do it all in 3-4 hours
- Lots of unresolved “old business” for committees – needs to be cleaned up
- Need to continuously remember to consider what's best for most people
- Make sure we don't make CF look bad in the press
- Council members should ask informational questions in advance of meetings instead of at meetings just for media attention
- Not sure council is receiving complete information/communication from staff/consultants regarding projects under consideration; information may be filtered; numbers may be manipulated; information provided to council must be untainted
- Council needs to clearly communicate to staff/consultants its expectations/requirements regarding information needed on projects/policies/programs under consideration or being evaluated
- Council needs to enhance perception of independency – avoid perceptions of collusion/decisions being made in advance of meetings

**City of Cedar Falls, Iowa
Organizational Effectiveness Session
Report
2018**

**Mayor:
Jim Brown**

**City Council:
Mark Miller
Susan DeBuhr
Frank Darrah
Dave Wieland
Tom Blanford
Daryl Kruse
Rob Green**



***Facilitated by:
Jeff Schott
Institute of Public Affairs
University of Iowa***

CITY OF CEDAR FALLS, IOWA ORGANIZATIONAL EFFECTIVENESS SESSION 2018

Introduction

The City of Cedar Falls requested the Institute of Public Affairs (IPA) to assist the city with goal setting. IPA agreed to organize and facilitate a process that involved the following steps:

1. Conduct interviews with the Mayor and City Council Members to discuss recent accomplishments, issues/trends/concerns, potential new initiatives/programs/policies and suggestions to improve organizational effectiveness.
2. Conduct a preliminary session with department heads.
4. Conduct a goal-setting session with the elected officials.
5. Conduct an organizational effectiveness session with the elected officials.
6. Preparation of this report.

Goal Setting Work Sessions

City Council Members and the Mayor held goal setting work sessions conducted by the IPA on November 13 and 15, 2017. In addition, the facilitator and City Administrator held individual meetings with the Mayor and incumbent City Council Members on October 5, 12, and 17. In addition, the City Council and department directors held work sessions in September and October to review and discuss key issues relating to their departments and the city and identify important policy issues to be addressed by the City Council. The report from the council goal setting sessions has been previously submitted to the City.

Organizational Effectiveness Work Session

City Council Members and the Mayor held an organizational effectiveness work session conducted by the IPA on March 26, 2018. In attendance and participating at these meetings were Mayor Jim Brown and Council Members Mark Miller, Susan DeBuhr, Dave Wieland, Tom Blanford, Frank Darrah, Daryl Kruse, and Rob Green. Also attending were City Administrator Ron Gaines, Director of Community Development Stephanie Houk Sheetz, Public Safety Director/Police Chief Jeff Olson, Director of Finance and Business Operations Jennifer Rodenbeck, Director of Municipal Operations and Programs Mark Ripplinger, and City Attorney Kevin Rogers.

Policy Agreements

After review and discussion, the group reached general agreement on the following organizational effectiveness issues:

1. Payroll resolutions will no longer be placed on the council agenda unless there are special circumstances (such as, pay out of pay range, position not budgeted, etc.). The annual payroll resolution will still be placed on the council agenda.
2. Committee-of-the-whole actions will no longer be received and filed and adopted. The City Council will receive and file minutes from the committee-of-the-whole meetings.
3. If a Council member intends to request an item be referred to committee, that Council member should supply some background information ahead of time so it can be included in the council packet. This would not apply if a referral comes up during the course of a council meeting.
4. When items are placed at council chairs on the night of the council meeting because the materials came in after the deadline for inclusion in the council packet, a copy of the material will be put in the binder. At the beginning of the meeting, the City Clerk could state that items related to a particular agenda item had been received after the deadline for inclusion in the council packet and are available in the binder for the public to view.
5. If a Council member requests staff for information on a particular matter, and such request for information would involve a considerable amount of staff time to provide, the staff member will so inform the Council Member. When information requests involve a considerable amount of staff time to provide, a majority of the City Council should indicate whether they want staff to pursue the matter and provide the requested information. (This process would not apply in situation where the information is readily available and would not involve considerable time to provide. Likewise, this process does not apply to situation in which Council Members are forwarding complaints or requests for service they have received.)
 - a. Council members should direct such requests for information or complaints to either the City Administrator or Department Directors.
6. City Council intends to periodically review city policies at council work sessions. Council Members and staff will identify those policy issues which they feel deserve review or attention.

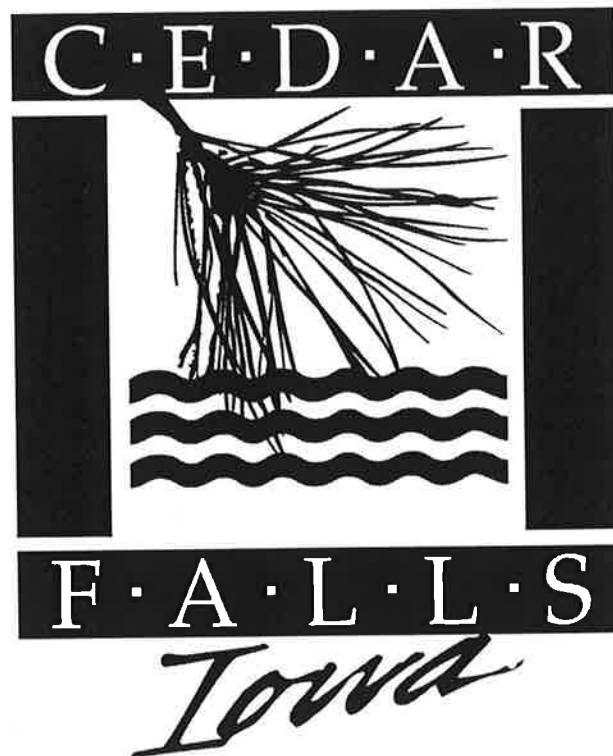
Item G.1.d.

7. A calendar was distributed listing dates for Council special work sessions to follow up on issues identified during the November goal setting sessions. There was considerable discussion as to day of the week such work sessions should be scheduled with most of the City Council indicating Mondays as the preferred day for such sessions.
8. There was considerable discussion regarding ex parte communications. There was consensus that a standard response should be developed when Council members receive communications on issues in which the Iowa Supreme Court case dealing with ex parte communications would apply (primarily zoning and land use cases) – such response would acknowledge that the communication had been received and would be forwarded to the City Clerk. Council Members were urged to make sure such communications are forwarded to the City Clerk and any other appropriate staff. Any questions regarding such communications should be referred to the City Attorney.
9. There was agreement to conduct “pre-interviews” of applicants for appointment to the CFU Board, Library Board, Planning and Zoning Commission, and Board of Adjustment.

Jeff Schott
Institute of Public Affairs
University of Iowa
March 27, 2018

CITY OF CEDAR FALLS

DEPARTMENTAL MONTHLY REPORTS



March 2018

Item G.1.e.

MARCH 2018 MONTHLY REPORTS Table of Contents

Finance & Business Operations

Financial Services Division.....	1
Information Systems Division.....	4
Legal Services Division.....	11
Public Records Division.....	14
Cedar Falls Library & Community Center.....	16

Community Development

Engineering Division.....	18
Inspection Services Division.....	21
Planning & Community Services Division.....	23
Water Reclamation Division.....	28

Municipal Operations & Programs

Public Works & Parks Division.....	29
Recreation & Community Programs.....	45
Visitors & Tourism and Cultural Programs.....	48

Public Safety Services

Police Operations.....	58
Fire Operations.....	68

**FINANCIAL SERVICES
March 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 and investing idle cash to provide safe investments while maximizing interest earnings. Currently, the City has \$97,899,500 invested in CD's and \$6,100,000 in liquid money market.

<u>Investments</u>	<u>Transactions</u>	<u>Amount</u>
CD's Matured	3	\$10,000,000.00
CD's Purchased	2	\$8,000,000.00
PFMM Deposit	0	\$0.00
PFMM Withdrawals	0	0.00
CD/Investment Interest		\$128,840.96

FY19 Budget

The state required budget forms were completed and filed with the Black Hawk County Auditor and Department of Management by the March 15th deadline. The state budget forms include the FY2019 budget figures as well as the FY2017 actual figures and the FY2018 projected figures.

FY18 Budget

Departmental amendments to the FY18 Budget were sent out to the departments in March and the submission of changes will be in April.

Item G.1.e.

Federal Grant Programs

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

Miscellaneous Financial Activities

1. We continued to monitor the grant accounts for all departments to ensure that expenditures do not exceed revenues for each grant.
2. The Special Assessment Receivables were updated.
3. The semi-monthly sales tax reports were filed in a timely manner.
4. All payroll reports were filed as required by the various oversight units, such as the IRS, Social Security Administration, IPERS and the State of Iowa. For March, 53 payroll checks and 1,027 direct deposits were processed.
5. Electronic filing of W-2's and forms 1099-Misc and 1099-S were completed with the Internal Revenue Service in March.
6. Capital asset additions were monitored during the month.
7. Accounts receivable were processed and 125 invoices were mailed out to customers.
8. 1,436 transactions for accounts payable were processed and approved by the City Council for payment and 452 checks were mailed out to vendors.
9. Continued to provide bookkeeping support to the Cedar Falls Community Foundation.
10. Continued to provide bookkeeping support for Sturgis Falls.
11. Staff continues to work on recordkeeping of flood related to the 2016 Flood event which started September 21, 2016.

Benefits & Compensation Activities

1. The City's required Iowa Individual Reinsurance Association report was completed.
2. Dental plan employee meetings were presented by Wellmark on March 5 and 7. Materials were provided and employees surveyed in March regarding enrollment interest to determine if 30% of full-time employees would be interested for July 1, 2018 enrollment. Follow-up will be provided in April.
3. Staff reviewed prescription drug fee comparisons between Express Scripts, the City's current prescription benefit manager, and Wellmark's Blue Card prescription drug plan. Based on comparability, the City will remain with Express Scripts.
4. Staff assisted the City Attorney with the City's HIPAA information for Ahlers Law Firm to review and advise of appropriate updates.

5. Preparations for wellness challenge #6, Hit Your Stride, continued for the spring months, and the Wellness Committee met with Wellmark's wellness representative to discuss FY17 & FY18 programming and FY19 challenges and rewards.
6. Medical leaves and return-to-work releases continued to be coordinated with employees, their providers, and Arrowhead Medical Center.

Civil Service Commission & Employment Related Activities

1. Follow-up and preparations took place for the February 14 and March 7 and 28 Commission meetings. In light of Commissioner Rolinger's term ending April 2nd, Mayor Brown presented a service plaque to her at the March 7th meeting. New commissioner Sue Ambrecht was expected to be appointed at the April 2nd Council meeting and attend the April 11th Commission 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: Administrative Clerk, Bldg. Inspector, Bldg. Official/Inspection Services Manager, Civil Engineer, Equipment Mechanic, Equipment Operator, Fire Battalion Chief, Fire Captain, Maintenance Worker, Planning & Community Services Mgr., Police Reserve/POC, Public Safety Officer, Traffic Operations Sup'r; PT positions: Clerical/Evidence Tech., CSO, Engineering Intern, Hearst Clerical/Education Ass't., Laborer, Library Intern, Maintenance Worker, Transfer Station Laborer, and seasonal positions in the Community Development and Municipal Operations & Programs Departments
3. Staff continued to coordinate with Rec. Center management and Arrowhead Medical Center staff to implement drug screening beginning for summer 2018 seasonal staff. Hearst Center Instructors hired for summer 2018 and thereafter will also complete drug screens.

Miscellaneous Personnel Activities

1. Performance evaluations continued to be received for review and processing. Staff assisted management with related questions and provided prior year evaluations.

Item G.1.e.

Finance and Business Operations Information Systems Division Monthly Report March 2018

Software Purchase/Installation/Upgrade Activities

- Software purchases:
 - Installed new encoder for video streaming.
- Software installations included:
 - A checkout laptop was reloaded due to potential malware activity.
 - Adobe Professional 11 was installed on the Fire Battalion Chief's PC.
 - Quick Time Player was installed to one PC at Rec Center for training.
 - PTF's were installed and applied to the iSeries. An afterhours IPL was done to apply changes.
 - Installed next generation of new GIS desktop software
- Software upgrades included:
 - WasteWorks was updated on two PCs at Public Works, and three PCs at City
 - 2017 Year End PTF and ACA update were installed to the HTE financial application on the iSeries.

Equipment Purchase/Installation/Upgrade Activities

- Equipment purchases included:
 - 2 standing workstations were acquired for demonstration purposes. 1 was purchased while the other was treated as a demo from our office supply vendor.
 - 4 Brother Pocket Jet printer car power supplies.
 - A new HD wide angle webcam.
 - A laptop and docking station were purchased for the new Planning Manager.
 - 2 monitors were purchased for our inventory.
 - 2 Panasonic Toughbook's were purchased for the Police Department
 - PCI sound card was purchased and installed to 1 PC in Cable TV.
 - 2 MDC's were purchased and configured with Public Safety software and other hardware devices for install in Car 18 (replacement) and Car 12 (NEW).
- Equipment installations included:
 - A color copier was installed in the Public Works admin area. The software drivers were also installed on the PC's.
 - 3 new Watchguard Body Cameras were configured and assigned to new officers.

- Reinstallation of MDC in Car 22 after returned from servicing.
- One PC from old Parks building was moved to Public Works Vehicle Maintenance as a 3rd mechanic workstation.
- Laptop and webcam/mic were setup in Engineering Conference Room for a Skype interview.
- A network cable was run from a patch panel port to an HP switch, in our left server rack. This was so that the police data master machine could transmit breath test data to the state.
- Equipment Upgrades:
 - Disk Space was reallocated on the iSeries and an IPL to accommodate the upcoming upgrade of Version 7.3 OS.
 - Disk Space was reallocated on the Lama Server to accommodate growth

Project and Assistance Activities

- New Cable TV Production Truck:
 - First review of electrical plans have been approved.
- Digital signage implementation
 - Staff training was held on March 22, 2018 at Waterloo Sportsplex.
 - Rec Center has two signs up and running
- Graphic design projects for the month included:
 - Hearst Center: Developing Expressions PC, Expressive Writing Posters, Movies Under the Moon materials, Kimberly Akimbo poster, Sturgis Falls ad, misc. printing
 - Tourism: Community Pitch, The Iowan ad, Author's Festival brochure updates/printing, Misc printing
 - Rec Center: Fitness schedule updates, Yoga and Art class fliers, Free week flier, note pads
 - Other: Currents 2018 Issue 2, University Ave. Phase II and III updates, Construction webpage, Business and Industry invites/tents/awards, website accessibility updates and general maintenance, business cards
- Assistance Activities:
 - A Report created in Crystal Reports for Public Safety showing crime reported at local convenience stores.
 - Inspector's workstation and phone were moved from one office to another to accommodate staff changes.
 - All cabling and connections were completed in the Engineering Conference room and North Conference rooms for the table top A/V boxes for connection between laptops and TV Displays.
 - The police investigative unit was assisted with archiving a full day of DVR video, pertaining to a burglary at a Masala restaurant.
 - A Public Works street supervisor was setup with OSHA RSS Feeds in his Google Chrome web browser. This keeps him more up-to-date on changes to OSHA regulations.

Item G.1.e.

- DVR video was archived from video system at the Noble Oak restaurant for a Public Safety robbery case.
- The Police Chief was assisted with getting a call for service report pertaining to activity at the new Fountains Way Casey's.
- 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

- Waste Toner cartridge was replaced in Copier Engineering.
- A failed UPS causing an outage at Pheasant Pro Shop was discovered. Advised on replacement specs and procedure for installing the new UPS after John Bermel acquires one.
- Registry string modification was changed on 1 PC at Rec to resolve issues with Snipping Tool and Save As feature.
- Assisted Public Works Traffic Ops with sharing contacts via outlook between staff.
- Door locks controller was reset at Public Works.
- An unmanaged switch at 4th/Main failed and was replaced with another unmanaged switch from inventory resolving network outage of 3rd and 4th street cameras along Main St.
- Sire issues were resolved by removing old backups from the SQL server E drive freeing up disk space.
- USB air card was moved to another USB port in Patrol Car 13 to resolve connection issues.

- GIS App server was restarted resolving issues with the GIS map.
- A change was made to our backup system which helped with backup speed issues of our NetAPP system. The cluster mode option was removed.
- A disk cleanup was run on the Cemetery Supervisor's PC to resolve slow speed issues.

Equipment Repair Activities

- Copier FBO was repaired by Advanced Systems. Bent spring behind tray 1, broken page separator around the solenoid for duplex printing and other mechanical / sensor issues with the paper path.
- Century Link was contacted for repair of a fax line at Tourism & Visitor Center.
- Watchguard Body Camera cradle was reset in car 21 resolving syncing issues.
- An In-Car video screen was replaced, under warranty, in one of the PD squad cars.
- Alarm circuits were repaired at Public Works on two separate occasions

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:
 - Recorded 3 CF Boys Basketball games and had playbacks on Channel 15
 - CF Boys Basketball v Sioux City East
 - CF Boys Basketball v West Des Moines Valley
 - CF Boys Basketball Substate vs. Iowa City West
 - Produced 1 Mayor's Corner show
 - Construction Projects
 - Produced 1 Veterans of the Cedar Valley Show
 - Cedar Valley Honor Flight
 - Produced 1 Parent University program
 - Learning Based Grading
 - Recorded and Edited the Heroes Among Us Awards Ceremony
 - Recorded 1 Hotline show
 - Retrieving Freedom
 - Recorded Dental Insurance presentation for internal use
 - Edited 30-second "Connect Here" promo for the Prometheus Awards
 - Recorded Active Shooter Training at the Public Works Complex

Item G.1.e.

- Produced 5 City News shows
 - Produced 2 Sports Talk Shows
 - Boys State Basketball
 - Produced 2 Arts Overlook shows
 - Aired 5 new Panther Sports Talk shows
- City News - Continued weekly news format program “Cedar Falls City News” including the following stories:
 - Hartman Reserve Maple Syrup Festival
 - Hartman Reserve Re-Opens after construction project
 - Spring Break Activities Preview: Rec Center/Hearst Center
 - Spring Break Activities Preview: Cedar Falls Library
 - Cedar Falls Historical Society: New Exhibit/Bear Whistles, Butter Churns and Beyond
 - Public Safety House Burn (re-air)
 - CF Public Safety leaders visit Kalamazoo Public Safety (re-air)
 - Flood Levee Construction update
 - Movies Under the Moon for 2018 released
 - Road Construction projects: Work underway next week
 - Road Construction projects update 2
 - Shingle Grinding
 - Household Hazardous Materials Drop Off preview
 - Dry Run Creek Sewer Reconstruction project
 - Karen Smith resigns position at Cedar Falls Historical Society
 - Heroes Among Us: CF Officer John Zolondek/Public Safety Hero

Geographical Information Systems (GIS)

- Projects:
 - Finalized agreement with Dan Corbin to provide aerial targeting and QA/QC for the upcoming aerial & lidar project
 - Completed field work for 2 supplemental control points for the upcoming aerial and lidar project
 - Provided technical comments for 5 plats going to tech review
 - Provided geocoded list of all CFCS students to engineering for upcoming traffic study
 - Met with Community Development to review mapping and data needs for a downtown streetscape project
 - Met with Community Development staff to discuss subdivision acceptance process in LAMA
- Web & Database:
 - Added new layers for public works snow removal areas
 - Calculated impervious area for 20 commercial properties for potential storm water fee changes
 - Updated industrial park layers to reflect new development

- Updated flood response layers for PW
 - Updated pavement management web app to reflect user requests
 - Added newly approved disclaimer to City maps
 - Added 27 elevation certificates to the current point layer
 - Converted CAD drawings for P/Z & Council exhibits
 - Reviewed and assigned 4 new addresses for upcoming projects
 - Updated rental information from Firehouse into SQL
 - Updated building permits from LAMA into SQL
 - Created script to automatically populate the zone number into the sign layer
- Field work:
 - Collected 184 survey-grade GPS positions on sanitary and storm sewer infrastructure
 - Maps:
 - Provided map of housing growth near the Greenhill Rd extension
 - Provided zoning & land use maps for council members
 - Provided map for downtown streetscape project to CMS
 - Provided map of Island Park for public works trail realignment project
 - Provided 2018 construction activity map for Currents issue
 - Provided detour maps for upcoming Hwy58/Viking reconstruction
 - Provided detour maps for phase 2 and 3 University Ave to Fire
 - Provided map for Engineering for upcoming Greenhill Rd traffic study RFP
 - Provided maps for new addresses issued:
 - Sands addition
 - Chamber of Commerce relocation
 - Hawkeye Corrugated Box
 - ICE Investments
 - Townplace Suites by Marriott
 - Fareway Grocery Store
 - Provided map to PW for recycling sites
 - Provided maps to PW for sidewalk snow removal
 - Provided map to PW for flood response locations
 - Provided 'strip' map for Lone Tree Rd from Ford to Big Woods for PW
 - Provided annexation map to UNI library

Training and Staff Activities

- Maximum Solutions Digital Signage training was attended at Waterloo SportsPlex.
- Training was given to a user at Rec Center for mailbox printing / Secured printing for retrieving sensitive print jobs at the shared copier.
- Loose cables were cleaned up in the Tourism copier room.
- GIS Analyst Attended NCIC training needed because he transferred into the Information Systems department.

Item G.1.e.

- Cable TV Staff Met with CFU personnel about rebuilding conduit and cable lines at Robinson Dresser Sports Complex baseball field.
- Cable TV Met with CFU staff about the possibility of moving to IP delivery.
- Attended a Flood Preparedness meeting.
- Attended Webinar - Five Ways to Boost Digital Engagement with Your Community
- Met with Cedar Falls CAPS student to discuss progress on research project for functionality for a Cedar Falls Mobile App.

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

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

1. **Traffic Court:**

City Cases Filed: 168 (this number includes both City and State tickets)

Cases Set: 6

Trials Held: 5

2. **Code Enforcement:** Attention to and attend city council meetings on four tobacco violations including follow-up re: same; additional work on administrative search warrant for DeKock property at 216 Iowa Street.

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

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

6. **CONTRACTS/AGREEMENTS:**

Item G.1.e.

- a) Review, Advise & Drafting-Midwest Development
- b) Review, Advise & Drafting-Avelina Transportation
- c) Draft Amendment to Exclusive Concession Agreement – Birdsell Park
- d) Advise on Maintenance & Repair Agreement – Hawkeye Hotels
- e) Review and Revise Agreement – Jensen Carpentry, Inc.
- f) Draft Amendment to Golf Professional Agreement

7. **MAYOR/CITY COUNCIL:**

- a) Prepare for and Attend Meetings of City Council and Committee of the Whole; Meetings with Mayor Brown
- b) Advise on City Council procedural issues
- c) Advise on ex parte communication issues
- d) Advise on conflict of interest issues
- e) Draft Proposed changes to Administrative Policy No. 07

8. **ORDINANCES:**

- a) Work on Recodification
- b) Advise on Potential Insanitary Conditions Ordinance
- c) Advise on Rental Ordinance issues
- d) Advise on vacation of public right of way Ordinance—Dallas Drive

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) Work with Police Department – harassment complaint
- f) Advise on Center Street Acquisitions
- g) Draft GIS disclaimer
- h) Attention to Call the Courier questions
- i) Attention to Bike Share proposal

REPORT FROM COLLEEN SOLE, PERSONNEL SPECIALIST:

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

- a) The Risk Management Committee met March 21, 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) Worked with Alternative Service Concepts in processing claims: worker's compensation, liability, property damage, etc.
- e) Review trails and parks rental agreements and insurance for special events
- f) Work with CHUBB Adjuster, O&M Joint Complex (building fire) property claim
- g) Random Drug and Alcohol screens were held for drivers holding the Commercial Driver's License designation
- h) Attend Covenant Breakfast Meeting: OSHA Logging
- i) Attend ECI Lunch & Learn: FMLA/EECO Changes and Updates – ADA/Civil Rights Act and the adjudication process
- j) Process unemployment claims; fact-finding held for terminated employee
- k) Annual Fire Physicals conducted
- l) Public Entity package submitted to Arthur J. Gallagher for 2018-19 renewal

11. **Personnel**

- a) Work with departments and legal counsel on disciplinary matters
- b) Work with departments and legal counsel on various personnel issues
- c) Review and approve medical billing for pre-employment and post-employment matters
- d) Work with Recreation Center Staff to advise on drug screening process for special purpose employees, to include completion of a form for minors, and setting up a process for drug screens needing to be completed out of town; review and advise on drug screen process for Hearst Center instructors with Personnel Specialist
- e) Processed and assisted employees with FMLA leave; coordinate and process documentation and return to work requirements, including fit-for-duty exams, with medical staff, employees, and supervisors
- f) Post-Employment conditional offers; work with supervisors, applicants, and finance to coordinate documentation, set-up physicals and drug screens, review and completion of background checks

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

- a) Attended Education Committee Meeting on March 19, 2018. Provided staff support.
- 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

Item G.1.e.

FINANCE & BUSINESS OPERATIONS PUBLIC RECORDS MARCH 2018

Public Records Activity

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

City Council adopted one (1) ordinance and fifty (50) resolutions during the month; staff drafted twenty-six (26) of these resolutions.

Issued the following:

8	Business Licenses
318	Pet licenses
45	Annual "Paw Park" permits
0	Cemetery Interment Certificates

Issued the following Parking Permits:

21	Monthly Lot
4	Annual Lot (prorated)
2	Annual Senior
12	Monthly Construction
2	Daily/Guest
1	Annual Dumpster (prorated)

Processed (3) liquor licenses, (1) wine and (2) beer permits.

Processed (1) tobacco/nicotine permit.

Recorded (4) documents with the County Recorder and filed (2) documents with the County Treasurer.

Responded to (10) requests for public records and (1) request/concern received thru the City's on-line Service Request feature.

Conducted interviews with potential candidates to fill a vacated administrative clerk position.

Prepared final assessments for the 2017 Sidewalk Assessment Project – Zone 8.

Prepared and submitted FY18 Budget amendments for the Public Records and Parking budgets.

Reviewed and submitted changes for license/permit fees for the FY19 Fee schedule.

Staff attended training to prepare for implementation of an electronic posting board.

The unemployment rates for the month of February 2018 were 3.6% for the Waterloo-Cedar Falls Metropolitan Area, 2.8% in Iowa and 4.4% in the U.S.

Document Imaging

- 163 – Employee performance evaluations.
- 42 – Reasonable Suspicion training forms.
- 36 – Miscellaneous boards, commissions & committees meeting materials.
- 3 – City Council meeting files. (11/20/17-12/18/17)
- 33 – Planning geographic/project files.
- 351 – Inspection Services building plans.
- Departmental Monthly Reports for February 2018.
- Miscellaneous employee documents.

Parking Enforcement

- 1,275 – Parking citations issued.
- \$11,551.90 – Citations paid.

Parking Collections

- \$ 960.00 – Collections from delinquent parking accounts.
- \$ 550.00 – Vehicle immobilizations (11 vehicles).

Item G.1.e.

FINANCE & BUSINESS OPERATIONS LIBRARY & COMMUNITY CENTER MARCH 2018

Library Activity

Usage Statistics	January 2018	February 2018	February 2017
Customer Count	16,837	14,870	17,533
Circulation	33,069	31,416	33,845
Ebooks, emagazines, and streamed videos	4,131	3,809	3,511
Downloaded music	1,719	1,667	1,499
Reference Service	2,234	2,227	2,063
Items Added	762	1,495	677
Event Attendance	1,245	1,323	1,527
Computer & Wi-fi Usage	3,913	3,586	3,515

Library events in March included the following:

- Teen Nights were held March 2: "Minecraft," and March 16: "Escape Cedar Valley."
- Waterloo Cedar Falls Symphony and the Library co-sponsored a Lollipop Concert for children and families, at the Community Center on March 3.
- Writers of the Cedar Valley, workshopping on writing-related topics, met March 4.
- Friends evening book club discussion, *Mary Coin* by Marisa Silver, was March 6.
- Local Authors Showcase on February 7 featured David Hoing and Roger Hileman, "Toilet Paper in the 1880's: Getting the Details Right."
- Young Writers of the Cedar Valley met March 11.
- Trivia Night's feature this month was "Studio Ghibli," March 12.
- Spring Break Legopalooza was held in the Youth Department on March 13.
- There were "Gameplay Basics" at Dungeons and Dragons, March 13.
- Rick Brammer gave a magic show and magic trick workshop for children on March 14.
- There was a balloon twisting workshop March 14.
- Two family movies, "Coco" and "Wonder," were screened March 15.
- The monthly Board Game Saturday was March 17.
- On March 24, the Library was closed due to snowstorm. Various events planned that day for the Cedar Valley Children's Book Festival have been postponed or cancelled.
- Library staff professional development this month featured a TED talk and discussion on Poverty, on March 27 and 28.
- Friends morning book club discussion, *The Invention of Nature* by Andrea Wulf, was March 27.

- Speakers from the jOURney Foundation led a discussion on transgender and non-binary gender issues, for the Cultural Literacy program this month, on March 27.
- The Oscar-nominated film, “Dunkirk,” was screened on March 30.
- The Youth Department held regular events throughout the month, including storytimes for babies, toddlers and preschool, school visits, and an afterschool program.

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, “Smartphone Emergency Features.” RSVP continued for three days per week during tax season, to help with tax advice.

Item G.1.e.

ENGINEERING DIVISION PROJECT MONTHLY REPORT - MARCH 2018

<i>Project</i>	<i>Description</i>	<i>Status</i>	<i>Budget</i>	<i>Contractor/ Developer</i>
W. 20th Street Bridge Replacement	Bridge	Construction Underway	\$850,000	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
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	TBD
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

**ENGINEERING DIVISION
COMMERCIAL CONSTRUCTION MONTHLY REPORT - MARCH 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

Item G.1.e.

**ENGINEERING DIVISION
SUBDIVISION MONTHLY REPORT - MARCH 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

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

Mar-18

Total for Month \$7,017,095.00
 Total for Fiscal Year \$79,054,001.00
 Total Same Month - LAST YEAR \$25,780,032.00
 Total for Fiscal Year - LAST YEAR \$87,612,979.00

Construction Type	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Single Family New Construction	13	0	\$3,615,813.00	\$28,416.00	77	0	\$18,060,046.00	\$142,287.00
Multi-Family New Construction								
Res Additions and Alterations	105	0	\$1,160,530.00	\$20,015.00	1367	0	\$14,788,446.00	\$252,598.20
Res Garages	1	0	\$14,975.00	\$276.00	36	0	\$299,096.00	\$6,329.60
Commercial/Industrial New Construction	1	0	\$1,899,516.00	\$9,516.00	7	0	\$14,584,916.00	\$37,492.00
Commercial/Industrial Alterations and Alterations	10	0	\$302,715.00	\$2,955.00	93	0	\$22,489,864.00	\$127,424.00
Commercial/Industrial Garages					2	0	\$183,200.00	\$1,920.00
Churches					5	0	\$191,045.00	\$2,414.00
Institutional, Schools, Public, and Utility	1	0	\$23,546.00	\$377.00	9	0	\$8,457,388.00	\$40,669.00
Agricultural/Vacant								
Plan Review	6	0	\$0.00	\$7,826.00	66	0	\$0.00	\$130,291.00
Total	137	0	\$7,017,095.00	\$69,381.00	1662	0	\$79,054,001.00	\$741,424.00

Item G.1.e.

Item G.1.e.

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

Mar-18

Construction Type	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Electrical	63	0	\$0.00	\$4,578.20	529	0	\$0.00	\$50,536.00
Mechanical	56	0	\$0.00	\$4,610.00	629	0	\$0.00	\$63,650.00
Plumbing	75	0	\$0.00	\$6,460.50	565	0	\$0.00	\$47,804.50
Refrigeration	1	0	\$0.00	\$611.00	7	0	\$0.00	\$1,256.00
Total	195			\$16,259.70	1730			\$163,246.50

-59-

Constructor Registrations	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Electrical	1	0	\$0.00	\$150.00	18	0	\$0.00	\$2,100.00
Mechanical	1	0	\$0.00	\$150.00	7	0	\$0.00	\$300.00
Plumbing	1	0	\$0.00	\$150.00	7	0	\$0.00	\$450.00
Refrigeration								
Total	3			\$450.00	32			\$2,850.00

Building Totals	137	0	\$7,017,095.00	\$69,381.00	1662	0	\$79,054,001.00	\$741,424.80
------------------------	------------	----------	-----------------------	--------------------	-------------	----------	------------------------	---------------------

Grand Total	335	0	\$7,017,095.00	\$86,090.70	3424	0	\$79,054,001.00	\$907,521.30
--------------------	------------	----------	-----------------------	--------------------	-------------	----------	------------------------	---------------------

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

MONTHLY MEETINGS:

Planning & Zoning Commission – There was no meeting on March 14, 2018. Regular meeting was held on March 28. The following items were considered:

Owner/Applicant	Project	Request	Action Taken
CF Gateway Park, Inc.	NE Corner of Hudson Rd. and W Ridgeway Ave.	HWY-1 District Site Plan Review for hotel	Approval recommended.
Planning and Community Services	Zoning Ordinance Amendments	Discussion of proposed amendments to clarify parking requirements for residential uses in mixed-use buildings in Downtown and College Hill	Discussion Set public hearing for April 11
Panther Farms LLC	Greenhill Village Master Plan	Greenhill Village Master Plan Amendment	Approval recommended.
CF Gateway Park, Inc.	NE Corner of Hudson Rd. and W Ridgeway Ave.	Gateway Business Park at Cedar Falls I Final Plat	Approval recommended.
Western Homes Communities	Hyacinth Drive and Caraway Lane	Western Home Communities Eighth Addition Preliminary and Final Plat	Approval recommended.

Group Rental Committee – Regular meeting was held on March 7, 2018 and March 21, 2018.

Owners	Address	Request	Action Taken
Dave Yount (Three Amigos Development LLC)	1029 W 13th Street	four (4)	Approved for four (4) individuals aged 18 years or older
Paul Foster	2525 Valley Park Drive	four (4)	Approved for four (4) individuals aged 18 years or older
Brent Dahlstrom (CV Properties III LLC)	410 W 22nd Street	four (4)	Recommend approval for four (4) individuals aged 18 years or older

Item G.1.e.

Brent Dahlstrom (Panther Builders)	1427 Springbrook Drive	four (4)	Approved for four (4) individuals aged 18 years or older
Brent Dahlstrom (Panther Builders)	4752 Loren Drive	four (4)	Approved for four (4) individuals aged 18 years or older
Brent Dahlstrom (Panther Builders)	5007 Millennium Drive	four (4)	Approved for four (4) individuals aged 18 years or older

Board of Rental Housing Appeals – Regular meeting was held on March 26, 2018.

Owners	Address	Request	Action Taken
Brent Dahlstrom (CV Properties III LLC)	410 W 22nd Street	four (4)	Recommend approval for four (4) individuals aged 18 years or older

Board of Adjustment – No meeting in March.

Other Commissions, Board Meetings & Staff Liaison Responsibilities:

	Date	Notes/Actions
Historic Preservation Commission	3/14/18	Upcoming and ongoing projects discussed.
Community Main Street Design Committee	No Meeting	
Metropolitan Transportation Policy Board	3/8/18	Transportation Technical Committee meeting was held. Transportation Improvement Program timeline, Pedestrian Master Plan and other local projects.
MET Transit Board	3/29/18	Approved, policies funding and staff reports.
Bike/Pedestrian Advisory Committee	3/6/18	May Bike Month activities, Long Range Transportation Plan, W. 1 st Street pedestrian accommodations
Middle Cedar River Watershed Technical Committee	No Meeting	
Downtown Parking Committee	No Meeting	Group has been disbanded for the time being and will be removed from this list.
Wellness Committee	3/28/18	Wellmark representative gave a presentation and update on past Challenge's participation and potential future challenge actively options.

North Cedar Neighborhood Association	3/12/18	Update on Center St. trail project, for Iowa DOT bidding on May 15 th . Projected start date mid-June. Construction should be approximately 45 working days.
		Discussion on revisiting levee for Northern Cedar Falls.
College Hill Partnership	3/12/18	Staff did not attend this meeting.

ECONOMIC DEVELOPMENT:

- Continue to prepare/distribute materials for information requests for prospects along with information on available buildings, land, incentives, tax rate comparisons, etc.
- Met with several prospects potentially interested in sites located within the Northern Cedar Falls Industrial Park and provided follow up materials.
- Working with several prospects interested in sites in the Cedar Falls Industrial Park.
- Began work on amending the existing industrial park urban renewal plan, as well as establishing a new urban renewal area in south Cedar Falls. Scheduled to be approved in May.
- Received Letter of Intent from a local business for a new warehouse/office facility in the West Viking Road Industrial Park. Began work on development agreement.
- Began work on a development agreement for a new trucking/transportation facility in the North Cedar Falls Industrial Park.
- Began work on a development agreement for a new lab/office facility in the West Viking Road Industrial Park.
- The ACOH, LLC Development Agreement was approved by City Council for a new 30,000 SF manufacturing/office facility valued at \$1,400,000.
- Began to explore expansion opportunities within the City's industrial parks.

PLANNING SERVICES:

- 346 citizen inquiries and staff responses with information/assistance.
- 28 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.

Item G.1.e.

CODE ENFORCEMENT:

Number with Cases During Timeframe	19	
Incomplete Cases	6	32.0%
Completed Cases	13	68.0%
		100.0%

<u>Description of Issue</u>	<u>Amount</u>
Front and Side Yard Parking	2
Created unapproved parking	0
Garbage container at street curb	1
Overflowing Garbage Container	0
Items at the Street Curb	1
Junk/unlicensed vehicle	3
Illegal Storage of Trash/Materials on Property	6
Property/Building Maintenance	0
Illegal Dumping	0
Loud Party	1
Signs in the ROW	0
Animal Control	0
Snow and Ice on Sidewalks	5
Total	19

Landlord Accountability Ordinance:

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

OTHER PROJECTS FOR MARCH 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. Only grading and seeding of the properties remain.
- A final paving reminder was sent to the relevant landlords with paving deadlines in April 2018.
- Postcards were sent out to remind relevant landlords of their April 2019 paving deadline.
- 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 presented the plan to the City Council Committee of the Whole on March 5th. The preliminary design will be completed this spring.
- Staff finished a preliminary draft CBD overlay code changes and met with Community Main Street. Initial discussion with P&Z scheduled for April 11.
- RFPs for consultants to conduct the Wild District nomination were received and will be reviewed at 4/11/18 HPC meeting.

CDBG & SECTION 8

Waiting List	370	HAP Payments	\$91,467
New Applications Taken	14	Utility Payments	\$ 1209
Units under Contract	203	Admin Fees	\$85.82

Total Vouchers Available	326
Lease Up Goal	240
New Vouchers Issued	9
New Admissions	3

- **Appointments:** During the month of March, there were a total of 39 Appointments (13 Annual Recertification, 9 Vouchers Issued, 3 New Admissions, 3 Interim Income changes, 1 Port-In, 1 Port-Out and 4 Other). In addition, 109 calls were received (*tracking calls started 3/12*).
- **HQS Inspections:** 19 Inspections were completed (12 bi-annual, 4 initial, 3 re-inspections).
- **Hearings:** None
- 30 names recently taken off of Waiting List and families notified. 25 Additional names will be taken off the list and screened for eligibility in April
- Annual PHA Certifications are complete and have been sent to Kansas HUD Office

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
 0 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 go through a 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 March, Add a Dollar assisted 5 families \$1,466.77 (average of \$293 per household).

Item G.1.e.

COMMUNITY DEVELOPMENT WATER RECLAMATION FACILITY MONTHLY REPORT - MARCH 2018

PLANT OPERATIONS

Overall plant performance was very good for March. All permit limits were met. Our permit requires disinfection of our effluent to occur from March 15th through November 15th. The ultraviolet disinfection system was activated on the 5th to check for proper operation and make sure everything would be ready by the 15th. The system is operational and performing well.

A power loss occurred early in the morning of March 5th at Tourist Park and Park Drive lift stations due to a wind storm. A tree knocked down power to Park Drive lift station. Staff was able to bring a generator to the station to resume normal pumping before any interruption in service or back-up occurred.

PROJECTS

The FY 2018 Sewer Rehabilitation Project bids were opened on the 13th. Municipal Pipe Tool, from Hudson, was the low bid. This project involves rehabilitating approximately 8,500 feet of sanitary mains. The work will begin in April and continue into the summer.

Work on the Dry Run Creek Sanitary Sewer Project, Phase II, is continuing. In March the boring under University Avenue was completed. Open trench installation continued through Rownd's Park toward South Main Street in the area of the dog park. This will continue under South Main Street and end just to the west of the recreational trail in that area.

SOLIDS DISPOSAL AND RECYCLING

The volume of liquid biosolids cycled out of the system for application to area farm fields was 21,000 gallons. An additional 170,000 gallons were processed through our belt filter press. This compares with 66,000 (liquid) and 176,000 gallons (pressed) in March of 2017.

Crews hauled 4.92 tons of gritty, inorganic solids to the landfill.

SANITARY AND STORM SEWER CALLS AND SERVICE

There were seven sewer calls for service from the public, none of which involved a plugged city main. There were four after-hours alarm calls for lift station problems, all of which were resolved quickly by staff.

Crews cleaned 5,000 feet of sanitary sewer lines and televised another 250 feet. This is a slow start to the season with the cold weather. Our goals are to clean fifty miles of the collection system and televise fifteen miles in 2018.

TRAINING AND PERSONNEL ISSUES

Tyler Griffin attended a pretreatment training course on April 27th and 28th put on by the Iowa DNR.

**DEPARTMENT OF MUNICIPAL OPERATIONS AND PROGRAMS
PUBLIC WORKS/PARKS DIVISION
PARK/CEMETERY/GOLF SECTION
MONTHLY REPORT FOR MARCH 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.
- Performed some repair work at Pheasant Ridge Pro Shop.
- Continued with construction of Clay St. Park shelter.
- Took down rink and shelter walls and put away equipment for ice rink.
- Salted parking lots and sidewalk during icy weather conditions.
- Performed flood and garbage debris cleanup from ditches and parks.
- Repaired wind damaged shingles and caps on concession building in Birdsall Park.
- Attended hazardous waste mitigation and storm water runoff training.

ARBORIST

- Ash Street trees removals. (13 total)
- Other street tree removals. (22 total)
- Some routine tree trimming and hanger removals from multiple locations.
- Tree cleanup and some removals at Pheasant Ridge Golf course.
- Tree removals in preparations for street recon projects.
- Tree removal and cleanup for Center St. trail project.
- Prepared snow equipment.
- Started transplanting trees to parks from the new Public Safety building location.
- Routine cleaning and maintenance of Arborist equipment.
- Snow removals operations.
- Attended hazardous waste mitigation and storm water runoff training.

CEMETERY STAFF

- Performed regular grave openings/closings and assistance with funerals.
- Snow removal operations in all three cemeteries.
- Picked up down limbs in the cemeteries from adverse weather.
- Started to shuttle equipment back to Greenwood in preparation for summer use.
- Pull out all the orange identification markers.
- Staff completed some dirt work on settling winter graves in the Cemetery.
- Staff also filled in and seeded a lot of low spots in the Cemetery.

Item G.1.e.

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.

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

FOR THE MONTH OF:	<u>March</u>	Year	<u>2018</u>
Interments:			
	Greenwood		<u>3</u>
	Fairview		<u>3</u>
	Hillside		<u> </u>
Disinterment:			
Spaces Sold:			
	Greenwood		<u>4</u>
	Fairview		<u>1</u>
	Hillside		<u> </u>
Services:			
	Cremations		<u>1</u>
	Saturday		<u>1</u>
	Less than 8 hrs. notice		<u>1</u>
	After 3:00p.m.		<u>-</u>
<hr style="border-top: 1px dashed black;"/>			
Receipts:			
Perpetual Care	Greenwood	\$	<u>620.00</u>
	Fairview	\$	<u>155.00</u>
	Hillside		<u> </u>
		\$	<u>775.00</u>
	Burial Permits	\$	<u>4,725.00</u>
	Lot Sales	\$	<u>3,100.00</u>
	Marker permits		<u> </u>
	Deed Transfers		<u> </u>
Total Receipts:			<u><u>\$8,600</u></u>

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

RESIDENTIAL SOLID WASTE COLLECTION

The automated units collected a total of 552.25 tons of solid waste during the month of March. The 128 loads required 333.00 man-hours to complete, equating to 1.66 tons per man-hour. The automated units used 1,268.60 gallons of low sulfur diesel fuel during the month.

PARKS GARBAGE ROUTE

The automated park garbage truck collected a total of 0.56 tons of solid waste during the month of January. The 3 loads required 24.00 man-hours to complete, equating to 0.02 tons per man-hour. The automated unit used 21.60 gallons of low sulfur diesel fuel during the month.

CONTAINER ROUTE

The container route crew collected twenty (20) loads of refuse for the month. The containers totaled 25.56 tons and required 93.00 man-hours to complete. This operation yielded 0.27 tons per man-hour. The semi-automated collection totaled 19.90 tons and required 77.00 man-hours to complete. This operation yielded 0.26 tons per man-hour.

The total number of March container dumps was 494. Forty-three percent (43.12%) or 213 of these dumps, were for non-revenue bearing accounts. The container route truck used 243.10 gallons of low sulfur diesel fuel during the month.

LARGE ITEM COLLECTION

Refuse personnel made 75 large item stops during the month and collected 4.25 tons. This required 38.00 man-hours to complete and equates to 0.11 tons per man-hour. Thirteen (13) Appliances, Six (6) Tires, and Six (6) Televisions were collected this month.

RESIDENTIAL YARD WASTE COLLECTION

Refuse crews collected 1.44 tons of yard waste curbside this month. The 4 loads required 9.00 man-hours to complete, equating to 0.70 tons per man-hour.

There are currently 7,636 yard waste accounts throughout the city.

29 yard waste carts were picked up this month.

The Automated yard waste collection trucks used 13.02 gallons of low sulfur diesel fuel during the month.

Item G.1.e.

TRANSFER STATION SOLID WASTE

The Transfer Station's trucks hauled 61 loads of solid waste to the Black Hawk County Landfill totaling 896.52 tons.

The Transfer Station accepted 294.00 tons of commercial and residential solid waste this month.

212 appliances, 150 tires, 74 television sets, and 20 computer monitors were received at the Transfer Station for the month.

The Transfer Station's trucks used a total of 477.65 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 4.82 tons of commercial and residential yard waste this month.

Refuse crews hauled 4.69 tons of yard waste to the Compost Facility this month.

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

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

Tin (Baled)	3.89 tons
Plastic (non-baled)	
Plastic (Baled)	10.26 tons
Cardboard (non-baled)	
Cardboard (Baled)	41.00 tons
Newspaper/Magazines (non-baled)	
Newspaper/Magazines (Baled)	26.57 tons
Phone Books	
Books/Flyers	
Office Paper	3.73 tons
Plastic Bags	0.69 tons
Styrofoam	0.43 tons
Other Items Recycled for the month	
Appliances	13.07 tons
E-Waste	4.24 tons
Glass	86.01 tons
Scrap Metal	20.52 tons
Shingles	23.47 tons
Tires	1.80 tons

Revenue generated by the Recycling Center for March was \$3,910.85.

UNI RECYCLING SUBSTATION

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

Plastics #1-7	2.85 tons
Cardboard	11.10 tons
Newspaper	5.14 tons
Tin	1.28 tons
Glass	1.58 tons
Plastic Bags	0.40 tons
Office Paper	2.16 tons
Styrofoam	0.34 tons
Total	24.85 tons

FAREWAY RECYCLING SUBSTATION

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

Plastic #1-7	6.45 tons
Cardboard	16.95 tons
Newspaper	9.26 tons
Tin	1.48 tons
Glass	2.37 tons
Total	36.51 tons

GREENHILL VILLAGE RECYCLING SUBSTATION

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

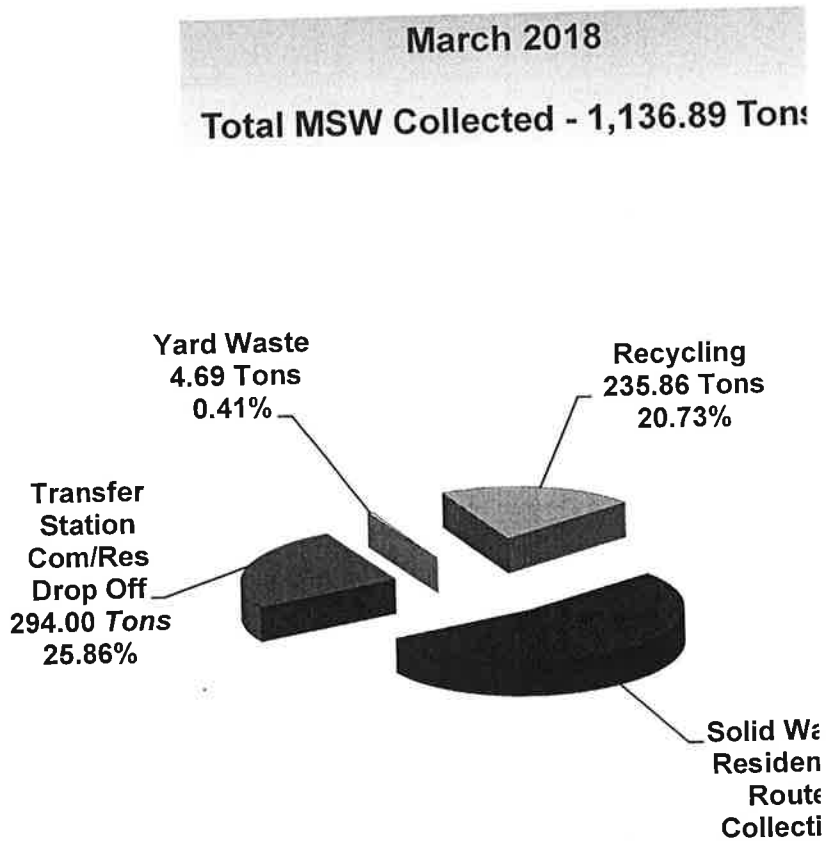
Plastic #1-7:	2.82 tons
Cardboard	18.33 tons
Newspaper	4.98 tons
Office Paper	1.87 tons
Plastic Bags	0.00 tons
Tin	0.61 tons
Glass	2.86 tons
Styrofoam	0.53 tons
Total	32.00 tons

Item G.1.e.

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 1,136.89 tons. The following pie chart is a representation of the Municipal Solid Waste figures for the month of March 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 NPDES refresher training this month.

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

COMPOST FACILITY

- The seasonal compost facility opened to the public during the month.

OUTSIDE SECTION ASSISTANCE

- Assisted with transporting roofing shingles.
- Provided support to the contractor hired to grind roofing shingles.
- Provided assistance in the fleet maintenance facility.
- Assisted with EAB tree removal.
- Constructed portable sign stands for traffic operations.
- Assisted with solid waste & recycling operations.

ICE & SNOW CONTROL

- Continued assorted equipment related winter weather preparation and maintenance activities.
- Forecasts for approaching adverse weather were always monitored and preparations made based on the projected severity of the event. Equipment & manpower requirements were established and then appropriate actions were initiated.
- Plowed all streets and cleared municipal parking lots following the spring snow event that deposited approximately 10.5" of snow in the local area.
- Removed snow from the high school and snow piles from municipal parking lots downtown and also on College Hill.

MISCELLANEOUS TASKS

- Continued the removal of the derelict lift station at 1500 Bluff Street.
- Removed the concrete slab and then abandoned all utility services to the former joint storage facility that had been located at the end of E. 5th Street.
- Cleared brush & small trees from roadside ditches at various locations.
- During mild weather periods, street potholes were filled with asphalt cold mix.

Item G.1.e.

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

- Fifty eight traffic control signs were repaired.
- Made twenty seven labels for vehicle maintenance.
- Three hundred twenty seven, One Call tickets were received. Traffic Operations responded to twenty seven tickets. MOP Department office staff completed the status on all tickets on the One Call database.
- Completed repairs to one traffic signal that was in flash along with minor repairs to eight other traffic signals.
- Installed flashing yellow left turn signal heads at University Ave & Hudson.
- Installed Battery Back Up system for the traffic signal at Greenhill Rd & Cedar Heights.
- Repaired vehicle sensors at Greenhill Rd & Hudson Rd.
- Assembled traffic signal heads for installation by contractor.
- Contractor replacement of signal heads at Waterloo Rd & Hwy 58 is still in progress.
- Worked on GIS sign inventory.
- Began orientation of new Traffic Operations Supervisor.
- Responded to two outdoor emergency warning siren malfunctions.
- Traffic personnel assisted building maintenance with eleven minor tasks.
- Traffic personnel assisted with three snow event operations.
- Cleared snow off of signal heads that were obscured by snow.
- Delivered building supplies and completed recycling task at City buildings.

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

The Fleet Maintenance Section processed 141 work orders during the month of March. 7 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:

6,040.232 Gallons of Ethanol

7,566.093 Gallons of low sulfur diesel fuel

The total amount of fuel pumped for the month of March was 13,606.325 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

241: Replaced alternator belt

261: Replaced spinner motor, hoist cylinder, lower mirror bracket and angle hoses.

270: In serviced new truck and put into service.

245: Replaced #3 fuel injector line.

230: EGR repair under warranty.

266: Replaced leaking engine oil pan.

Refuse Section

340: Replaced hydraulic hose under packer body, replaced drive tires and replaced crusher panel pins and bushings because they were seized up.

348: Replaced gripper valve, installed new front slack adjusters and anchor pins.

342: Replaced cracked engine oil pan with new one.

343: Replaced high pressure oil line on engine.

347: Replaced turbo speed sensor, crank case filter and water/water sensor.

Parks/Cemetery Section

2361: Windridge equipment repaired the internal rear brakes.

2187: Removed/installed rebuilt lower boom lift cylinder.

2184: Repaired fuel leak at injection pump and replaced o ring on blow by tube.

2186: Adjusted hydraulic pressure relief.

Fire Division

FDP511: Repaired wiring on the aerial interlock.

FD522: Replaced water pump under warranty.

FD501: Replaced no-smoke filter, air cylinder and air solenoid.

Item G.1.e.

Police Division

PD17: Replaced Rear radar antenna cable.

PD14: Repaired ground on the laptop charging station.

PD Utilities: Witham's did rear suspension recalls on squad utilities.

Community Development

403: Replaced transmission with used one.

490: Replaced first axle brake chambers.

492: Replaced a weldment on the debris body and had rusted through.

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

CITY HALL

- Completed cleaning inspections of facility.
- Completed pest control services.
- Completed recycling services.
- Replaced dirty HVAC filters.
- Tested emergency generator.
- Tested elevator fire operation.
- Replaced bad light ballasts.
- Replaced bad light bulbs.
- Adjusted thermostat settings as needed.
- Delivered janitorial supplies.
- Repaired file cabinet drawer.
- Replaced faulty smoke detector in engineering breakroom.
- Updated clocks and thermostats for DLST.
- Office was painted by contractor.
- File cabinets were moved for office painting.
- Tested AED operation and checked pads and batteries.
- Removed seasonal mats and washed salt from them.
- Replaced filter on bottle filler.
- Repaired valve on institutional plumbing fixture in holding cell.

COMMUNITY CENTER

- Completed cleaning inspections of facility.
- Completed pest control services.
- Replaced dirty HVAC filters.
- Replaced bad light bulbs and ballasts.
- Adjusted thermostat settings and schedules for holidays.
- Delivered janitorial supplies.
- Troubleshoot refrigerator operation. Determined it is not repairable and secured bids for replacement.
- Replaced flag and rope on pole.
- Repaired broken door on ADA stall in men's restroom.
- Carpet was cleaned by contractor.
- Tested AED and checked spare batteries and pads.

Item G.1.e.

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.
- Repaired five humidifiers and changed filters.
- Removed and disposed of desk from supervisor's office.
- Assembled new desk in supervisor's office.
- Cleaned clay traps in classrooms.
- Tested AED and checked spare batteries and pads.
- Treated floor drains.
- Troubleshoot issues with sculpture lighting along Main St.

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.
- Replaced stained ceiling tiles.
- Repaired leaky shut off valve in men's restroom.
- Tested AED and checked spare batteries and pads.
- Cleaned air vents and dusty ceiling tiles surrounding them.

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.
Scheduled settings for holidays.
- Replaced bad light bulbs.
- Replaced bad light ballasts.
- Delivered janitorial supplies.
- Cleaned restrooms at 1500 Bluff and restocked supplies.
- Tested AED and checked spare batteries and pads.
- Air leak was repaired on fire sprinkler system valve.
- Installed two exit lights at Transfer Station.
- Replaced flag pole lights.
- Annual fire inspection was completed.
- Troubleshoot garage door operation and replaced broken roll pin.
- Replaced float on sump pump.

Item G.1.e.

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.
- Installed automatic faucet on the family restroom.
- Replaced door closer in activity room and men's steam sauna door.
- Replaced batteries in four emergency lights.
- Installed new thermometer in sauna.
- Tested AED and checked spare batteries and pads.
- Drilled holes through pillar and floor and ran conduit for TV data line.
- Pulled CAT5 wire for IT and patched hole in wall from drill bit.
- Troubleshoot drinking fountain. Rewired to make fountain run and ordered replacement fan.
- Worked with controls contractor to troubleshoot sensor problems in fit gym.

TRAFFIC OPERATIONS

- Assisted with signage repair and locates.

VISITORS CENTER

- Completed cleaning inspection of facility.
- Completed pest control services.
- Completed recycling services.
- Replaced bad light bulbs.
- Delivered janitorial supplies.
- Tested AED and checked spare batteries and pads.
- Contractor completed interior painting of entire building.
- Repaired door alarm.
- Repaired urinal valve.
- Moved furniture as needed for painting project.
- Removed items from walls for painting.

**RECREATION DIVISION
Monthly Report
March 2018**

- **Rec Center**
 - Fitness classes have gone well with no issues with 2870 patron participating.
 - Staff is working to gather information for projects to be done this summer including: sealing the wood floors, replacing the bad carpet in the locker rooms, and doing some grout work in the steam room and shower areas.
 - Staff is 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
 - Staff is getting ready to start the sale of summer swim passes
- Staff has been busy working on the programs and services to be offered during the Spring and Summer months
- Staff has been busy advertising and talking to former employees about jobs openings for summer help to fill the 200 or so part time seasonal positions. Typically applications are due the end of February or the first week of March. Interviews were conducted the month of March for the most part. We will continue to interview new applicants for positions not yet filled.
 - Pool managers set up interviews with roughly 130 applicants and will make job offers to around 70 individuals to fill all the swimming and the non-swimming related position the first week of April. Those applying for swimming related positions also attended one of four sessions where they demonstrated their swimming skills.
 - Brock has interviewed around 52 applicants for summer jobs thus far and will offer interviews to those applying for positions where opening still exist. In all he will fill 64 positions with many working more than one program this summer.
 - Starting with this hiring process the City will be doing drug screen on all new employees not currently on payroll.
- **Falls Aquatic Center and Indoor pools**
 - Working with the school to schedule routine maintenance at Holmes 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 are being taught along with 24 patrons taking lifeguarding classes
 - As the weather warms up summer staff will start working out at the Falls getting ready for the upcoming summer.
- Staff has been working on Budget amendments for the FY18
- Staff has finalized and send out RFPs to drink vendors in the area to get pricing for a new 3, 5, or 7 year contract. The current contract is scheduled to expire before summer starts. These proposals are due the first week of April.

Respectfully submitted,



Bruce Verink

Recreation Division Manager

Item G.1.e.

Recreation and Community Center Usage For March 2018

Members using the Facility	13,942	Massages	45
Non-Members using the Facility	1,280	Meetings/Tours/Rentals	920
Child Care	177	Racquetball Wallyball Hrs.	53
Aerobics	1,347	Racquetball League	72
Circuit Weight Training	82	Pickleball	301
Exercise Trial	47	Steamroom Usage	639
Cardio Cycling	521	Birthday Party Bonanza	40
Personal Trainers-Independent Contractor	234	Indoor Park	430
Yoga	691	Spring Break Basketball-16 teams	270
Zumba	63	Interviews	187
Rock On	166		
		TOTAL	21,507

Recreation and Community Center Revenues

Resident Memberships Sold		Punch Cards	
12 th Grade & Under	10	12 th Grade & Under	4
Adult	57	Adult	12
Senior Citizen	17	Senior Citizen	1
Family Pass	81	Child Care	3
Corporate Family	4	Racquetball	1
Corporate Individual	1	Towel	15
Towel Usage	625		
Credit Card Usage	\$61,811.33	Leisure Link Registration	\$14,402.00
Daily Fees			
Admission	\$7,328.00	Racquetball	\$22.00
Child Care	\$12.50	Exercise Tryout	\$235.00
Towels	\$42.50		
Swimming Pool Passes (Winter)		Fitness Passes	
Family	52	4 month	4
Individual	52	1 month	6
Youth/Senior	7		
Youth Programs			
5 th & 6 th Boys Basketball	220	Learn To Swim	732
Pool Parties	250	Swim Club	172
Adult Programs			
Pickleball	301	Scuba	30
Spring Volleyball	728		
Recreational & Lap Swim	590		
Rentals			
Pool Parties	6	Shelters	3
Beach House	0	Equipment	0
Ball Fields	17	Recreation Center	7

**CEDAR FALLS RECREATION DIVISION
March-18**

YOUTH SPORTS		ADULT SPORTS	
Spring Break Tournament-Basketball	16	Pickleball Mornings	7
TOTAL YOUTH SPORTS	16	TOTAL ADULT SPORTS	7
AQUATICS		ADULT EXERCISE	
YOUTH SWIM		Cycling	
Group 1		MWF 8:00 am	9
Sat 8:30 am	8	TOTAL CYCLING	9
Sat 9:00 am	8	Circuit Weight Training	
Sat 9:30 am	8	T & Th 4:30 pm	11
Group 2		TOTAL CIRCUIT WEIGHT	11
Sat 10:00 am	8	Rock On Monthly!	
Sat 10:45 am	8	MWF 5:15 am	16
Sat 11:15 am	8	TOTAL ROCK ON	16
Sat 11:45 am	8	Pound AM	
Group 3		TuTh 5:30 am	9
Sat 1:00 pm	8	Pound PM	
Sat 1:45 pm	7	MWF 5:15 am	25
Sat 2:45 pm	8	TOTAL POUND	34
Sat 3:30 pm	8		
Group 4		TOTAL ADULT EXERCISE	70
TTh 5:30 pm	11		
TTh 6:20 pm	13		
Group 5			
TTh 5:30 pm	12		
TTh 6:20 pm	12		
TTh 7:10 pm	8		
Group 6			
TTh 5:30 pm	11		
TTh 6:20 pm	11		
TTh 7:10 pm	6		
Group 7			
TTh 5:30 pm	8		
TTh 7:10 pm	7		
Group 8			
TTh 6:20 pm	6		
TTh 7:10 pm	4		
TOTAL YOUTH SWIM	196		

Item G.1.e.

CEDAR FALLS TOURISM & VISITORS BUREAU Monthly Report March 2018



Projects:

- Lined up Hailey Sullivan to intern with the Visitors Bureau this summer
- Met with Sandy Thomas to begin promotions for new conference center
- Met with Rod Kampman from Riverview Conference Center to discuss improvements and upcoming events
- Met with Cedar Valley Pedal Fest committee and put promotions plans and materials together for them
- We showcased at Canoeopia for three days in Madison. The show had 20,800 attendees and we experienced good interest in visiting Cedar Falls to ride and paddle trails.
- Working with Blake Argotsinger to produce videos for promotion of the Gallagher-Bluedorn Performing Arts Center and Cedar Falls in general
- Shared experiences in re-branding with Cedar Valley Regional Partnership group
- The Tourism and Visitors Bureau board approved marketing grants for Cedar Valley Pedal Fest, Iowa Shrine Bowl, Gran Fondo Cedar Valley, Inclusion Connection Conference, Sturgis Falls Celebration, Cedar Valley Sports Commission and Cedar Basin Music Festival.
- We provided three Customer Service training sessions presented by Brenda Clark Hamilton. 100+ attended the sessions and notes have been posted to the partner section of our website for those who could not attend or who request a refresher.
- Prep work for upcoming ArtsLab
- Nominated Judith Harrington for 8 over 80 award

Highlights from Becky Wagner:

- Lined up volunteers for the Hawkeye Farm Show, Eastern Iowa Sports Show, and USA Wrestling Tournament (5,800 ppl)
- Worked with three planners for tours in August
- Nominated Jay Stoddard for Mayors Volunteer Award and Kurt Wiethorn for 8 over 80 award
- Prepared budget amendments
- Scheduled volunteers to staff the visitor center on weekends

Highlights from Linda Maughan:

- Hit the 8,000 mark for Facebook Likes!
- Wrapped up Little Village co-op ads
- Wrote newsletter/blog articles about FIRST Robotics, Maple Syrup Festival, Spring Break Activities, Vintage Soul – Shopping Getaway, Rod Con 2018, Spring Open Houses and Easter Activities. Also updated blogs for New in Brew and Girlfriend Getaway for ZLR advertisements
- Updated a Family Fun page and bookmarks for Spring Break activities
- 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
- Managed ads with IPTV, AAA Living, and The Iowan.

Highlights from Deb Lewis:

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

Highlights from Vicki Bailey:

- Researched and published Hospitality Hi

- Managed the on-line calendar of events
- Posted event information to our electronic digital message board
- Submitted events to AAA Living online calendar, Travel Iowa and Chicago Tribune
- Updated listings on Travellowa.com
- Developed a pitch sheet for the Iowa Tourism Office to use when meeting with travel writers

Meetings/Events:

- TVB staff x1
- Hearst staff x4
- MOP staff x2
- Iowa Destination Marketing Alliance in Ames
- Eastern Iowa Tourism Association in Camanche
- Cedar Valley Sports Commission board
- Visitor Bureau Marketing committee
- Cedar Trails Partnership board
- Cedar Falls Authors Festival planning committee
- Cedar Falls Rotary x2
- Waterloo Convention and Visitors Bureau board
- Cedar Basin Music Festival board
- Cedar Valley Hospitality Partners
- Iowa Department of Transportation Tourist Oriented Signage committee
- Fondo Fest planning committee
- Greater Cedar Valley Alliance meeting with Debi Durham
- Friends of the Hearst board
- Greater Cedar Valley Alliance Annual Celebration
- Art and Culture board

Other events we assisted with:

- Cedar Falls Authors Festival event x4
- AAU Super Pee Wee State Wrestling Meet - 2,250
- Maple Syrup Festival
- UNI-Dome Antique & Vintage Market
- World's Greatest Spring Break for Kids
- FIRST Robotics Regional
- UNI Panther Gaming Convention

Respectfully Submitted,



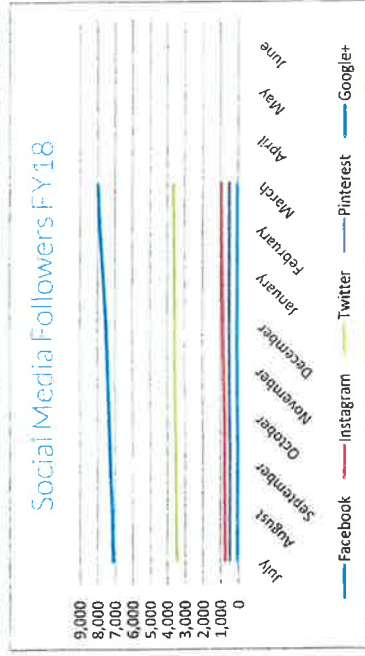
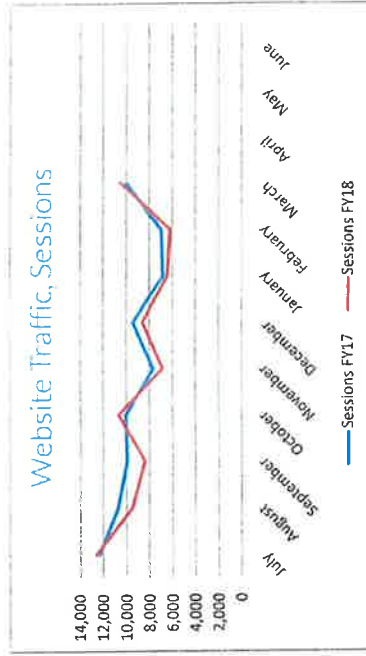
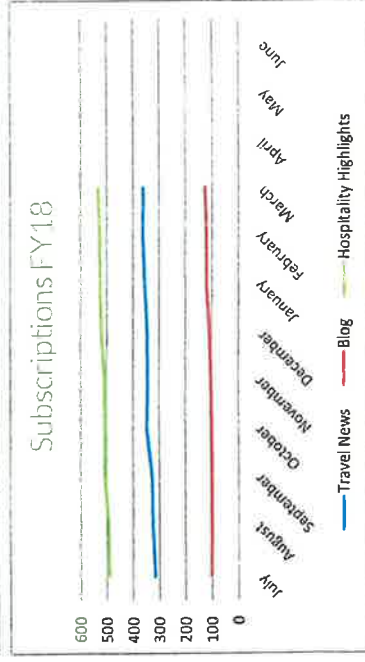
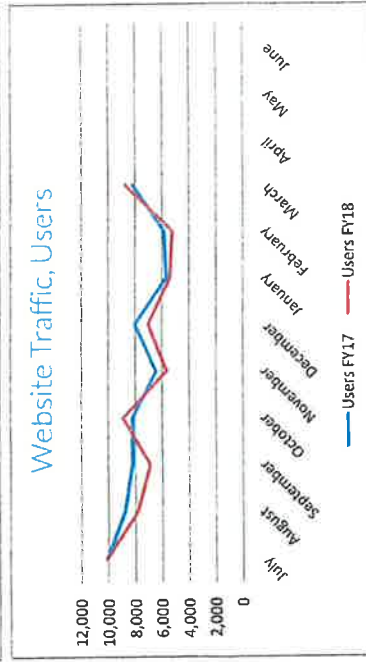
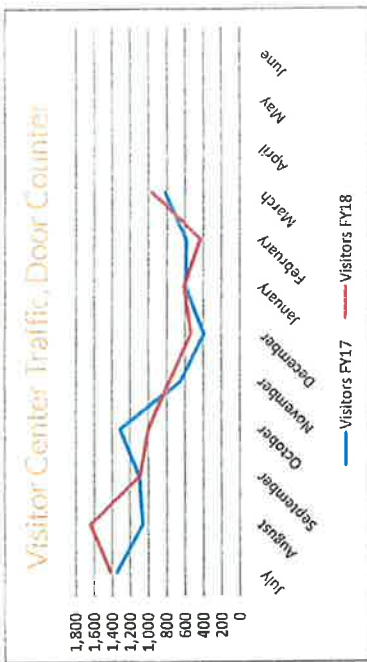
Kim Manning, Visitors, Tourism and Cultural Programs Manager

Item G.1.e.

Monthly Activity Report for Cedar Falls Tourism & Visitors Division

July 2017 thru June 2018	July	August	September	October	November	December	January	February	March	April	May	June	Totals
INCOMING CONTACT BY													
VC Walk-In (Door Counter) FY18	1,411	1,635	1,088	988	766	528	606	425	953				8,400
VC Walk-In (only Non-Local Visitors) FY18	323	424	277	339	110	114	69	93	201				1,950
VC Walk-In (Door Counter) FY17	1,341	1,066	1,095	1,308	649	392	588	583	813	1,293	2,271	2,105	13,494
VC Walk-In (only Non-Local Visitors) FY17	497	302	354	310	143	64	90	111	151	271	312	439	3,044
Email/Website	29	19	14	16	22	20	30	23	36				209
US Mail	0	0	2	0	0	0	0	0	0				2
Phone	92	142	139	154	71	57	98	130	181				1,064
HOW HEARD ABOUT US - If offered													
Friends / Family	0	3	0	1	1	0	1	1	1				8
Other (eg. Postcard mailing, ads, web/FBook)	0	1	6	0	2	0	0	1	0				10
Signage	9	6	4	0	0	2	0	0	0				21
Advertising	0	0	0	0	0	0	0	2	2				4
Trade / Consumer Show	0	1	0	0	0	0	0	0	0				1
SERVICES PROVIDED													
Attended a Meeting/Rental	70	161	140	126	173	114	101	63	136				1,084
Bureau Business	124	172	181	239	134	109	146	179	253				1,637
Group Tour Info	0	0	4	11	4	0	2	1	1				23
Hotel/Restaurant	7	0	0	0	0	0	0	0	1				8
Relocation	3	3	3	15	1	0	1	2	0				28
School Project	0	0	1	30	0	0	1	0	2				34
Special Event	9	1	2	0	0	0	2	0	0				14
Trail User	99	58	36	26	22	11	8	5	25				283
UNI	10	24	9	8	13	4	7	6	12				100
VC Amenities including Restroom	690	772	604	591	267	143	190	222	371				3,850
ADVERTISING LEADS													
Iowa Travel Guide / Website	700	350	372	245	187	126	430	4,318	1,807				8,535
EITA Travel Guide	0	0	0	2	0	0	0	0	0				2
AAA Living	0	0	0	0	94	245	45	0	76				460
Iowa Tour Guide (group leads)	19	6	18	17	8	12	17	33	10				140
BROCHURE DISTRIBUTION													
Total Visitor Guide Distribution	539	1,066	1,766	639	898	569	6,296	5,174	8,536	0	0	0	25,483
VG Mailed Out (Individual)	25	368	384	257	298	375	488	4,343	1,924				8,462
VG Bulk Distribution (Local)	215	627	713	367	499	192	2,343	809	4,699				10,464
VG Bulk Distribution (Non-Local)	60	0	120	0	100	0	3,450	0	30				3,750
Relocation	104	11	24	15	1	2	15	7	0				179
Welcome Bags	135	60	525	0	0	0	0	15	0				735
Total Trail Guide Requests	185	307	360	327	140	18	856	314	1,052				3,559
WEBSITE TRAFFIC													
Users FY18	10,074	7,809	6,880	8,907	5,646	7,026	5,409	5,227	8,715				65,693
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	95,678
Sessions FY18	12,533	9,504	8,410	10,884	6,837	8,573	6,430	6,189	10,504				79,664
Sessions FY17	12,318	10,736	9,963	10,072	7,641	9,425	6,813	6,951	9,988	10,061	9,552	12,907	116,437
Page with Top Views	Upcoming Events	Upcoming Events	Upcoming Events	Upcoming Events	Upcoming Events	Upcoming Events	Upcoming Events	Upcoming Events	Upcoming Events	Upcoming Events	Upcoming Events	Upcoming Events	
Top Traffic Source	Google	Google	Google	Google	Google	Google	Google	Google	Google	Google	Google	Google	
Top Referral Site	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	
SUBSCRIPTIONS													
Travel News (consumer newsletter)	315	324	326	347	343	345	354	361	359				8,462
What's News Blog	98	97	97	99	101	106	117	117	122				1,064
Hospitality Highlights (partner newsletter)	487	491	506	506	507	518	523	524	531				4,699
SOCIAL MEDIA FOLLOWERS													
Facebook (Followers)	7,099	7,145	7,262	7,328	7,398	7,478	7,663	7,845	7,961				79,664
Instagram	722	742	759	763	792	829	873	907	925				8,462
Twitter	3,452	3,480	3,502	3,529	3,550	3,578	3,579	3,602	3,621				35,559
Pinterest	470	472	473	476	477	478	481	481	483				4,699
Google+	29	29	29	29	29	29	29	29	29				283
VOLUNTEER INVOLVEMENT													
Board / Committee Hours	426	110	246	270	110	120	161	212	472				2,127
Student / Intern Hours	0	1	18	10	16	4	163	148	4				363
Enjoy Hours - Visitor Center	108	102	97	79	88	88	79	65	110				815

Envoy Hours - Special Event/Rapp Station	27	4	8	6	69	0	0	0	59	45	218
MISC:											
Groups in Conference Room	2	9	10	6	7	7	11	9	4	4	65
Motor Coach Group in CF	1	0	0	0	1	1	0	0	0	0	3
INCOME											
Gift Shop Sales	\$743.50	\$974.51	\$425.93	\$349.40	\$529.70	\$805.51	\$299.70	\$239.78	\$403.68	\$4,741.71	
Facility Rental	\$140.00	\$1,230.00	\$705.00	\$1,170.00	\$415.00	\$705.00	\$300.00	\$175.00	\$450.00	\$5,290.00	
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	\$50.00	



Item G.1.e.

CEDAR FALLS CULTURAL PROGRAMS

Monthly Report | March 2018



MAJOR HIGHLIGHTS

- March 3: The Cedar Falls Food and Film Festival was a huge success with over 300 visitors, 22 vendors and over 40 people in classes, over 100 for film screenings, and 20 outside volunteer helpers assisted throughout the day. The entire building was in use for programming for the four-hour event.
- Ongoing: Our current exhibitions run through end of March.
- March 12-16: Successful Spring Break camp and our first teen screen-printing workshop
- *Finding Vincent*, a newly released animated art film, drew over 130 visitors for free screenings. We've recently changed our approach to film screenings; *Finding Vincent* was the first offering of more art-driven films in our new series and was very successful.

PUBLIC EVENTS/PROGRAMS @ The Hearst

Cedar Valley Food and Film Festival

Songbook Trio performance

Two Lunchtime Concerts

Workshop -- Healing through the Arts with Mary Potter Kenyon

Final Thursday Readers and Open Mic night

Film Screening – Finding Viviam Mayer documentary

Film Screening – Finding Vincent art film

MEETINGS

Cedar Falls Art & Culture Board

Cedar Falls Public Art Committee

Friends of the Hearst Board

Marketing sub-committee of the Art and Culture Board

HIGHLIGHTS from Heather Skeens, Cultural Programs Supervisor:

- Conference call with Iowa Arts Council re: CLP Grant
- Met with Adams Family (donors) re: biocell project signage/memorials
- Represented the Hearst at the Cedar Valley Senior Health Fair
- Conducted 6 month review of Prog. Coordinator, Sheri Huber-Otting
- Collaborated with Rec Center staff on new program: Yoga at the Hearst
- Collaborated with Gallagher-Bluedorn on Feathers of Fire program/art activities
- Met with Gary Kelley, artist, re: Hearst Center
- Met with Scott Hudson, artist, re: Hearst Center
- Met with Steve Carignan, Gallagher Bluedorn director re: partnerships
- Met with Darrell Taylor, UNI Gallery, re: upcoming exhibitions
- Met with Emily Drennan re: PAC brochure revamp
- Met with Kim Bear re: Movies Under the Moon planning

- Assisted with three Education Assistant interview with Angie Hickok
- Worked with Emily Drennan to develop exhibition plans; ways of augmenting Japanese woodblock exhibition
- Worked with Merle to develop plans for wall mural in lower level stairwell
- Met with Quentin Mussig re: Steinway repairs, bench
- Working with Jim O'Loughlin's FYS students on volunteer projects at the Hearst
- Coordinated with Ally Crutcher at KWWL for noon interview coverage
- Attended and helped facilitate Cedar Valley Food and Film Festival at Hearst Center
- Attended monthly meeting of the Cedar Valley Arts steering committee
- Attended monthly Iowa Museum Association planning committee meeting
- Attended UNI Gallery opening
- Celebrated Emily Drennan's 15 year anniversary with the City
- Met with Kim M. and ArtsLab leadership for conference call re: upcoming conference
- Represented the Hearst at the monthly Cedar Valley Hospitality meeting
- Met with Art and Culture Board Marketing Sub-Committee
- Interview with John Stanish for Cedar Falls Cable TV re: ArtsLab grant
- Worked with Lea Stewart to approve council bills, dailies, timesheets, etc.
- Led weekly staff meetings for Hearst staff.

HIGHLIGHTS from Lea Stewart, Senior Services Coordinator:

- Greeted visitors and gave directions to other area attractions
- Completed program registrations both in person and over the phone for spring break activities and spring classes.
- Generated invoices and processed payments for Northstar
- Made weekly reports on the status of membership and class enrollment
- Maintained and updated events in multiple calendars and MaxGalaxy.
- Updated the financial report for the Public Art Committee meeting.
- Entered council bills, P-card transactions and payroll
- Processed vendor payments and reimbursement requests
- Processed weekly deposits for the Hearst front desk and Friends group checks
- Recorded Friends donations and membership dues in Past Perfect
- Printed & mailed renewal reminder letters for Friends Memberships.
- Generated financial reports for Friends memberships as requested
- Received and checked in art from teachers for the Developing Expressions exhibit
- Curated mailing lists for multiple mail projects
- Printed labels for and helped address Developing Expressions postcard
- Prepared forms for and delivered bulk mailings the post office
- Updated Past Perfect with corrected addresses and created mailing lists for better tracking of marketing materials
- Inventoried and maintained office supplies
- Generated reports from AS-400 for staff members as requested
- Worked on timelines for mailing future brochures & postcards with various staff
- Collaborated with Angie Hickok about scholarship policies for classes and camps
- Worked with other front desk staff get a head start on summer vacation scheduling

Item G.1.e.

- Improved the front desk filing system for pending contracts and registrations
- Created instruction sheets for some front desk procedures
- Entered rental contracts & took payments for them in MaxGalaxy
- Daily handled opening and closing procedures
- Answered many questions on the phone and in person about upcoming events
- Handled gift shop transactions and answered customer questions about merchandise

HIGHLIGHTS from Emily Drennan, Curator & Registrar

- Attend planning meeting of the Cedar Falls Authors Festival (CFAF).
- Attend meeting of the planning committee for the Annual Meeting and Conference of the Iowa Museum Association.
- Meet with members of the Adams family to finalize acknowledgment of memorials.
- Put together request for all print and digital materials needed for the Hearst Center's annual k-12 exhibition announcement.
- Update permanent collection records for public art to bring the website up to date.
- Work with the education coordinator to develop a group of objects from the permanent collection suitable for a UNI drawing class to use for a project.
- Prepare agendas and minutes and other financial and committee materials for the Cedar Falls Public Art Committee (CFPAC) and release for distribution and public posting.
- Attend meeting of the CFPAC and serve as staff secretary.
- Work with the Cultural Programs Supervisor on issues related to the Hearst.
- Continue to communicate with art teachers in Cedar Falls Community Schools related to the Hearst's annual K-12 exhibition.
- Meet with all staff weekly.
- Work with the Public Buildings Supervisor to problem-solve facility issues at the Hearst.
- Identify an appropriate substitute for cancelled exhibition and work with Colleen Sole and Captain Mike Buhrow to update fire and insurance details for the center.
- Work with the Marketing Assistant to develop PR pieces for collections and exhibitions.
- Prepare notes on the history of the First Fifty exhibition at the Hearst and send around to staff with information on how to address inquiries regarding the 2019 installment.
- Meet with Hearst and city leadership twice during the month.
- Update city property value information.
- Work with staff to meet timelines related to mailings and information gathering.
- Work with Friends of Pettersen Park to prepare items for a public meeting.
- Arrange drop-off period for the k-12 exhibition and work with teachers to gather label and mailing information.
- Work through a recent gift of lithographs and engravings from professor emeritus and artist John Page to curate a series of prints to augment an upcoming temporary loan of 18th century Japanese woodblock prints.

HIGHLIGHTS from Sheri Huber-Otting, Programs Coordinator:

- Scheduled first Photo Club meeting for April-7 members
- Wrote up four rental contracts for upcoming events in 2018
- Wrote up 1 professional services contract (Musicians for event)
- Continued working on a Thursday night in July Patio music series.
- Pedal Fest- (we are calling our ride "Pedal to the Metal" Public Art Tour)
 - Finished on the route plans for Cedar Falls.
 - Attended the monthly Pedal Fest meeting
 - Secured the musicians
 - Made a budget for the snacks we are serving
- Worked to secure possibly 2 licenses to show the Artist Documentary "Faces Places" and maybe the Mini Series "American Masters"
- Continued working with Stephen Gaies to plan the Holocaust Remembrance Ceremony on April 11th.
- Sourced volunteers and followed up with thank yous
- Attended the weekly staff meetings
- Developed the agenda items for the Friends Board Meeting
- Attended the Friends of the Hearst Board meeting
- Reviewed materials for upcoming events in April, May and June
- Send out the Survey for Art Exhibit tours
- Worked an outreach event table for seniors at the CF Community Center.
- Worked with musicians to set up sound and visuals for 2 events
- Worked on content for the summer brochure.
- Met with Supervisor for my 6 month review.
- Continued to work with Sandy Nordahl for Data Stream Concert
- Planning for next year's Earth Day
- Planning for August James Hearst Birthday Celebration

HIGHLIGHTS from Abby Haigh, Marketing Assistant:

- Prepared Gift Shop vendor dailys.
- Noon interview with KWWL (Food & Film Festival) 3/1
- Attended Marketing Committee Meeting 3/2
- Took photos at Local Food & Film Festival 3/3
- Meeting with Kim Bear for Movies Under the Moon 3/20
- Meeting with Julian Wind about city app 3/27
- Worked with graphic designer on projects: Sturgis Falls Ad, Red Herring Theatre poster, Developing Expressions postcard/poster and Movies Under the Moon poster/bookmark.
- Delivered posters for Movies Under the Moon and Developing Expressions.
- Continued to add spring brochure events/education/exhibitions to V&T web calendar.
- Exhibitions: Sent content/worked with graphic designer on design on Developing Expressions postcard, poster and vinyl.
- Press Release: sent ArtsLab/Hearst Library Chats

Item G.1.e.

- Mail Chimp: created content/graphics/sent/added email subscriptions for March E-News, Special Opportunities at the Hearst 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.
- Gift Shop: 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:

- Supervisor and Education Coordinator received applicant information for the open Ed Assistant position, later conducted three interviews and called references.
- Offered a week long Spring Break camp for ages 5-12
- Added a new Spring Break workshop for Teens- Screen Printing
- Offered a Spring Family Garden Ceramic Workshop
- Partnered with the Cedar Valley Food Bank to offer two empty bowls sessions in March
- Offered face painting and promotional materials at Operation Threshold's Parenting Fair
- Offered one session of an all-day art camp.
- Coordinated with the NEIAA at the Community Center to offer a card making workshop
- Offered an art activity at the Local Film and Food Fest, held at the Hearst Center
- Met, and partnered with the GBPAC to collaborate on a puppet making workshop coinciding with a play put on at the GBPAC.
- Coordinated with the Alzheimer's association to offer an art activity and tour for early on set Alzheimer patients. Also coordinated with UNI to have volunteers at this event.
- Offered an outreach event to St. John's Lutheran Church- communion plates glazing
- Attended Maple Syrup Festival to offer outreach activities.
- Offered a Girl Scout Drawing Badge workshop
- 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
- Coordinated with UNI Professor for a tour and drawing workshop

Respectfully submitted,



Heather Skeens, Cultural Programs Supervisor
Hearst Center for the Arts

Hearst Center for the Arts Activity Report - Cultural Division

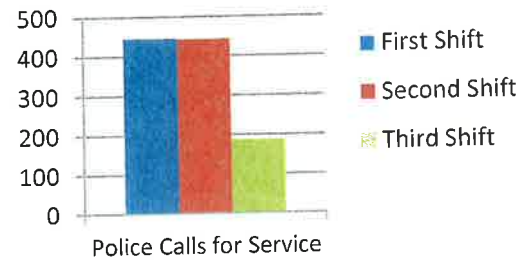
	November	December	January	February	March
ATTENDANCE					
# of Days Open to Public	22	24	27	24	26
Door Counter	1356	1069	1749	1446	2051
Sculpture Garden (estimated)	200	150	150	150	150
Average visits per day	70.73	50.79	70.33	60.25	84.65
VISIT PURPOSE					
Exhibition (walk-in)	372	102	133	224	272
Exhibition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

Item G.1.e.

DEPARTMENT OF PUBLIC SAFETY MONTHLY REPORT MARCH 2018

CEDAR FALLS POLICE

<u>Police Statistics</u>	First Shift	Second Shift	Third Shift
Calls for Service	445	443	187
Traffic Stops	88	130	217
Arrests	19	29	45



FIRST SHIFT – Captain Jeff Sitzmann

- All Officers attended Monthly In-Service Training which consisted of Active Shooter Scenario Training with Fire and Paramedics, Cellebrite Training, and training on the Administration of Narcan. Officers now carry Narcan with them on Patrol.
- Officer Burkhardt attended the Iowa Association of Women Police (IAWP) Conference and Crisis Intervention Team (CIT) Training during the month of March.
- A burn trailer was brought in for Fire Training and arrangements were made to ensure all Public Safety Officers (PSO's) on First Shift were able to attend.
- Officers Hancock, Hernandez and Young continued Field Training on First Shift.
- Officers had a short vehicle pursuit. A driver refused to pull over and eventually drove into a driveway. The driver was arrested and charged with Eluding and Driving While License Suspended.
- A subject was arrested for Burglary and Credit Card Fraud after a Burglary investigation revealed the suspect using a credit card on video.
- A contractor reported that someone had dumped material in their dumpster and made a mess around it. One subject was arrested for Theft of Services. Officer Babic assisted with interpreting during the arrest.
- During the month of March, Officers took a number of reports of construction site Burglaries and are attempting to gather intelligence information on possible suspects who might be selling the stolen goods in the area.
- First Shift Officers enforced the 48-Hour Parking Ordinance in all portions of Cedar Falls north of 12th Street. Thirty-six vehicles were found in violation of the ordinance and received parking tickets.
- An Assault was reported where the victim sustained a lacerated liver. The investigation is on-going and the Department's Cellebrite System is being utilized to assist.
- Officers were sent to a Shoplifting at Kohl's. Officers arrested one subject who was also found to be in Possession of Illegal Prescription Drugs and suspected Methamphetamine.
- Officer Zolondek continues to follow-up on a case in which a credit card skimmer was placed on an ATM here in Cedar Falls. Video shows the suspect licking the camera and placing a piece of paper over the lens of the ATM machine. The lens was swabbed and sent to Division of Criminal Investigation (DCI) for DNA analysis. The DNA returned a 'hit' and the suspect is in custody in North Carolina for similar charges. A booking photo was obtained from North Carolina and the suspect is wearing the same clothes he wore when he attached the skimmer in Cedar Falls. The skimmer captured the credit card numbers of nine different victims and the suspects racked up thousands of dollars in charges. Warrants will be issued and a Detainer will be placed in North Carolina.

SECOND SHIFT – Captain Jeff Harrenstein

- Officers responded to Kohl's on the report of a shoplifter in custody. One subject was arrested and charged with Theft 5th. Officers also responded to a Shoplifting incident at Target. One subject was detained and banned from the business the business opted to not pursue Theft charges.
- Officers responded to a residence on Lincoln Street on the report of a 17 year-old out of control. Officers arrived and found that the 17 year-old caused damage to the residence at items in the yard. As a result, the 17 year-old broke his hand and was transported to the Hospital for treatment.

Item G.1.e.

- Officers worked with the mother of a Runaway and authorities in Howard County in an attempt to locate a 16 year-old that had run away from the Cedar Falls area. Officers put out a press release at the mother's request and followed-up on information obtained through social media.
- Officers concluded a Credit Card Fraud investigation involving a caretaker using a client's credit card for her own use. The suspect used the victim's card at numerous local businesses and on Amazon. Warrants were obtained for Felony Credit Card Fraud after the suspect refused to turn herself in.
- Officers took a report from a woman who reported she had been Sexually Assaulted in the area of a residence on West Ridgeway Avenue. Officers interviewed the victim at the Hospital and collected evidence. The case remains active.
- Officers conducted a Traffic Stop on a vehicle that had stolen license plates. The driver was arrested for Theft 3rd and Driving While Suspended.
- Officers arrested a subject for Operating While Intoxicated (OWI) after a report was received of vehicle going into the ditch near 1st Street and Roosevelt Street. The vehicle was located after the driver ran into a number of trees at the dead end of Roosevelt Street. The driver was charged with Operating While Intoxicated (OWI) 1st Offense.
- Officers responded to a Theft in progress at Famous Footwear. Two suspects had taken items from the business and left before Officer's arrival. Case was initiated and waiting for video.
- Officers took several reports of vehicle and garage Burglaries on the south end of town. The incidents appear to be related and are also connected with a Stolen Vehicle from the evening before.
- Officers assisted members of the Investigative Unit with a Stolen Vehicle that had been found near Cedar Heights Drive and University Avenue. The vehicle contained stolen items from a number of Burglaries and was surveilled for a number of hours before being towed for processing.
- Officers were called to a residence on West 5th Street on the report of a teenage female out of control. Officers discovered that the female had damaged items in her mother's house and smashed her mother's car windshield. The subject was charged with Criminal Mischief.
- Officers responded to a Theft in progress call at Wal-Mart. One subject was detained and ultimately charged with Theft 3rd and Possession of Methamphetamine along with various Black Hawk County Warrants.
- Officers were called to Wal-Mart for a Theft in progress. Officers were advised the suspect had fled the store and had concealed items from the store and also transferred tags to reflect lower prices. Subject was charged with Theft and Fraudulent Practices.
- Officers responded to Scheel's after a subject stole a large amount of clothing and fled the business. Officers could not locate the subject, but do have a suspect identified. Case remains active.
- Officers were called to a residence on University Avenue for a Disorderly Conduct report. Officers came into contact with an intoxicated female who was causing problems and harassing other tenants. One subject was arrested for Disorderly Conduct, Public Intoxication and Interference.
- Officers located a wanted subject in the parking lot of O'Reilly Auto Parts on University Avenue. The subject was found to have a quantity of Marijuana and Methamphetamine on her person. A Search Warrant was conducted on the vehicle and additional drugs were located. One subject was charged with several Felony Drug Charges.
- Officers responded to the area of the 900 block of Big Woods Road on the reports of Shots Fired. Witnesses identified several subjects and their vehicle as being involved in shooting a gun in the air. After a search of the area, the suspects were located. Two Juveniles were found with a handgun, a quantity of Marijuana and drug paraphernalia. Both Juveniles admitted shooting the handgun within the City limits and were charged with various weapon and drug offenses.
- Officers received a report of a delivery driver pointing a firearm at a group of subjects. Officer located the delivery driver and it was discovered he did point an item at the group, but it was not a firearm. It was further discovered that the Reporting Parties were harassing and following the driver unnecessarily. No charges were filed in this incident.
- Officers made contact with a subject who tried passing a counterfeit \$50 bill at King Star. It was discovered that the subject was also Driving a Vehicle Without Owner's Permission, was in Possession of Methamphetamine and Driving Without a License. The subject was charged with Theft and Drug related charges.
- Officers responded to Wal-Mart in reference to a Larceny in progress which led to the arrest of two adult females for Theft 5th.

Item G.1.e.

- An Officer was sent to a Larceny that had previously occurred at Old Navy that they have video of. Case remains active.
- Officers were dispatched to an Accident With Injury at University Avenue / Waterloo Road where a vehicle hit a utility pole and then went through a fence and ended up on a retaining wall in the corner of the Clarion Inn parking lot.
- Officers were dispatched to a Burglary that occurred in the Thunder Ridge Mall where about \$3,200 in property and martial arts weapons were taken.
- Officers responded to a report of two shoplifters in custody at Wal-Mart. One adult male and one adult female were arrested and charged with Theft 5th and one of them additionally was charged with Possession of Drug Paraphernalia.
- Officers again responded to Old Navy on a report that three suspects that had been in the store earlier in the week had just stolen more merchandise and left unknown direction of travel.
- Officers responded to an Accident With Injuries at Greenhill Road / Rownd Street. Three persons were transported to the Hospital with minor injuries.
- Officers worked another winter storm.
- Officers responded to a loud party in the 1600 block College Street where subjects were urinating in the front yard. Party was broken-up and subjects left the area.
- Officers responded to a report of a shoplifter at Wal-Mart. Subsequent investigation led to the arrest of an adult female for Theft 5th.
- Officers received a call about a suspicious vehicle in the area of Park Drive. The vehicle parked in the area of Lookout Park and Officers were able to make contact with the occupants. A male subject in the vehicle was arrested for two Failure To Appear (FTA) Warrants.
- Officers conducted follow-up on a call, arrested a male subject for Tattooing Without a Permit.
- Officers responded to Kohl's for a Larceny in progress. One female was arrested and charged with Theft 3rd Degree.
- Officers responded to Scheel's for the report of three Juvenile shoplifters in custody. The three were charged with Theft 5th.
- Officers initiated a Traffic Stop for a Speed Violation. After making contact with the driver they learned he was Barred. He was arrested for Driving While License Barred (DWLB), and during the search of his person, Drug Paraphernalia and Marijuana were located. He was charged with Driving While License Barred (DWLB), Possession of Marijuana and Drug Paraphernalia.

THIRD SHIFT – Captain Mark Howard

- Officer made a Traffic Stop at University Avenue and Highway 58. The Officer arrested the driver for Operating While Intoxicated (OWI) 2nd.
- Officers were called to an accident in the McDonald's Parking Lot on Main Street. Officers arrested one of the drivers for Driving While License Suspended (DWLS) and No Insurance.
- Officers were called to the north lot of the Police Department for a road rage incident. Second vehicle was not located.
- Officers were called to a residence on West 15th Street for a possible overdose. Subject was taken to the Hospital.
- Officers assisted Fire Department at \$5 Pizza for a Fire Investigation.
- Officer made a Traffic Stop and arrested a subject for Operating While Intoxicated (OWI).
- Officers were called to a residence for loud music. Subsequent to that call, Officers arrested a subject for Possession of Cocaine.
- Officers stopped a vehicle in the parking lot of the Kwik Star on College Street. The driver was later arrested for Operating While Intoxicated (OWI).
- Officers noticed a male on the ground in front of \$5 Pizza. Upon further investigation, the male was arrested for Public Intoxication.
- Officers made seven arrests at different times for Public Intoxication charges. The charges were for 1st, 2nd, and 3rd Offenses. The locations were random. Three in the area of Downtown, three in the area of College Hill and one in the area of Walnut Street.
- A vehicle was stopped in the area of 1st and Franklin Streets where the driver was later arrested for Operating While Intoxicated (OWI).

Item G.1.e.

- Officers witnessed a fight break out in the parking lot of the Kwik Star on College Street. Officers broke-up the fight and arrested three subjects involved for Disorderly Conduct.
- Officers were called to the 1500 block of Rainbow Drive on a single report of Shots Fired in the area. Patrol Units checked Rainbow Drive, and all of the surrounding area and were unable to locate anything.
- Officers were called to several accidents do to icy road conditions.
- Officers were called to a location on West Ridgeway Avenue for a subject passed out in the Mail Room. Subject was arrested for Public Intoxication.
- Officer arrested a subject for a Warrant off of a Traffic Stop.
- Officer arrested a subject for Operating While Intoxicated (OWI) 1st from a Traffic Stop.
- Officers were called to a residence on Minnetonka Drive for a Disorderly subject refusing to leave the residence.
- Subject was located on a Traffic Stop and was arrested for Operating While Intoxicated (OWI) 1st.
- Officers were called to a residence on Melrose Drive for a Disorderly between neighbors.
- Officer took a report of a Burglary to a residence on 7th Street. Dispute between roommates.
- Officers called to a residence on Rownd Street for a suicidal subject.
- Officers were called to The Quarters for a subject that refused to leave a residence. The subject was made to leave and was banned from the property.
- Officer arrested a subject from a Traffic Stop for Possession of Cocaine.
- Officer stopped a subject for a Traffic Violation. The subject was arrested for Driving With a Barred License.
- Officer stopped a subject for going the wrong direction down Main Street. He was subsequently arrested for Operating While Intoxicated (OWI).
- Officers on Bar Checks, located two subjects behind The Other Place (OP) smoking Marijuana. Both subjects were arrested for Possession.
- Officers were called to the Urban Extended Stay to assist the Fire Department. Officers helped evacuate the Hotel from a gas leak.
- Car parked in the travel portion in the 300 block of Main Street. When the Officer attempted to make contact, the driver rolled his window up. At that time, the Officer initiated a Traffic Stop. The driver advised he was an Uber driver and didn't have to move. It was explained to him that he was parked in the travel portion and would be cited for the violation. He did move the vehicle.
- Officers located a male subject urinating in the 400 block of Main Street. He was cited by Officers.
- Officers were called to Voodoo Lounge for a subject who walked back into the bar after it was closed. The staff advised he was a problem earlier for them also and was caught taken people's drinks from there tables and drinking them. He was arrested for Intoxication and also had two Warrants for his arrest.
- Officers called to the Days Inn for a suicidal subject.
- Officers were notified by VooDoo Lounge staff of a subject possibly with a gun. Subject was located at 4th Street and Washington Street. He was cooperative and did not have a weapon. He was taken home by friends
- Officers were called to Voodoo Lounge for a Disorderly subject. One subject was arrested for Intoxication and another on a Warrant.
- Officer made a Traffic Stop at 6th Street and Main Street. Subject was arrested for Operating While Intoxicated (OWI).
- Officer was called to Little Bigs for Vandalism that occurred.
- Officers were called to Campus Court for a Loud Party.
- Officers were called to 2nd Street and Olive Street for an Accident. One subject was arrested for Operating While Intoxicated (OWI) 1st after hitting parked car.
- Officers were called to the area of Waterloo Road and 18th Street for four subjects in dark clothing acting suspicious. There was no one in the area when Officers arrived. Officers continued searching surrounding and outlying areas and made contact with four Juveniles. All four subjects were brought to the Police Department for questioning due to recent Vehicle Burglaries. Nothing was uncovered in their interviews. Parents were notified and picked-up the Juveniles. Intelligence has been distributed to Patrol and Investigations.
- Officers rotated throughout the night to Patrol areas 2 and 3 on the side streets with an unmarked vehicle. Extra Patrol was given due to several Vehicle Burglaries over the weekend.

Item G.1.e.

- Officers were called to a suicidal subject that had thrown himself off of an apartment balcony threatening to harm himself. Officers needed to force entry into an apartment when they could hear a physical altercation going on between the male and the Reporting Party. The male was highly intoxicated and he was transported to the Hospital.
- Officers were called to a residence on Kennedy Avenue for three dogs that were barking. Officers were able to locate a relative who came to the residence and put the dogs inside.
- Officers were called to Pump Haus for an intoxicated subject trying to drive away. She was arrested for Operating While Intoxicated (OWI) 1st.
- Officers were called to a residence on West Ridgeway Avenue for loud subjects.
- Officers were called to a residence on Peridot Road for a Disorderly.
- Officers received information that a male subject that is wanted was located at a residence in Cedar Falls. Officers could not get anyone to answer the door.
- Two Public Safety Officers (PSO's) responded to a Fire Alarm at the apartment building located on Olive Street. Both assisted Fire Department. There was no fire.
- Officers reported suspicious call at the High School on Division Street. One Juvenile male was taken into custody for an Operating While Intoxicated (OWI).
- Officer made a Traffic Stop at 19th Street and College Street. One subject was arrested for Operating While Intoxicated (OWI) 1st and Possession of a Fake ID.
- Officers were called to the Wal-Mart area for a subject who took several pills then jumped out of his mom's car. He was not located at this time. Officers were called to the Bluegrass Circle area for that same subject a couple of hours later. Reporting Party (RP) reported that he could hear him screaming for help. He was located at the corner of Knoll Ridge Drive and Briarwood Drive. Officers had to ride with the Ambulance to Allen Hospital to help with the subject who was very combative.
- Officers took a report of Fraud at the front counter.
- Officers were called to a residence on West 2nd Street for a Disorderly.
- Officers responded to an Assault call at a residence on Bluff Street.
- Officers responded to a Disorderly at a residence on Union Road. A fight between roommates.
- Officers responded to a Disorderly call at a residence in Cedar Falls for loud music and fighting, subjects were gone when Officers arrived.
- Officers responded to a Disorderly at a residence on Bicentennial Drive, fight between roommates.
- Officers responded to a Disorderly call at a residence in Cedar Falls.
- Officers were called to the Great Wall for a fight. Subjects were gone when Officers arrived.
- Officer made a Traffic Stop at 1st Street and Roosevelt Street. One subject was arrested for Operating While Intoxicated (OWI) 2nd.
- An officer made a Traffic stop at 1st Street and Main Street. One subject was arrested for Operating While Intoxicated (OWI) 1st.
- Officers were called to a residence on West Ridgeway Avenue for a Disorderly / Loud.
- Officer took a report of Phone Harassment.
- Officers were called to a Disorderly between a female and a male at 4th Street and Main Street.
- Officers were called to a residence on Tremont Street for a male subject trying to get into the Reporting Party's (RP's) car. Male subject was intoxicated. He was arrested for Public Intoxication.
- Officer made a Traffic Stop at 3rd Street and State Street. Driver was arrested for Operating While Intoxicated (OWI) 1st.
- Officers were called to Deringer's Public Parlor for a fight. One subject was arrested for Intoxication and Disorderly.
- Officers received information that a subject with Outstanding Warrants was inside of a trailer. Officers obtained consent to look through the trailer and found the subject, along with a female which had a Protective Order against the subject. Both persons were arrested for Court Order Violations and the Warrant.
- Officers were dispatched to 5 Corners Liquor and Wine for a window and rear motion(s) alarm. When Officers arrived on scene, the front door glass was broken. It is unknown if anything was stolen during the Burglary. Investigations Unit was notified and the case is on-going.
- While on routine Patrol, Officers found a vehicle running at Ulrich Park. Further investigation found a male asleep inside of the vehicle as well as open containers of alcohol. The male performed sobriety and a Preliminary Breathe Test (PBT), in which he passed. The suspect was issued citations and released.

Item G.1.e.

- Officers were called to a Disorderly male in the area of University Avenue and Main Streets. Contact was made with the male and he was transported to the Hospital for his medicine and psychiatric assistance.
- Officers conducted a Traffic Stop in which the driver was Barred and Suspended. The driver, a Juvenile, was brought to the Police Department where Juvenile Court Services (JCS) was notified. The Juvenile's guardian was notified and the subject was released.
- Officers conducted a Traffic Stop on a vehicle in which the driver had been drinking. The driver was under 21 years-old and he was taken into custody and brought to the Police Department for a .02 Violation. He was later released.
- Officers and Public Safety Officers (PSO's) were called to a residence on College Street for a Fire Investigation. There was no fire.
- Officers were called to a residence on Olive Street for a male subject who was in the residence and does not live there. He was arrested for Public Intoxication.
- Officers were called to Jacklyn Street for a Loud Party.
- Officers were called to Montage Restaurant for an open door.
- Officers found a male lying on the ground in the snow at 27th Street and Hudson Avenue. Subject was arrested for Public Intoxication.
- Officers were called to the 2200 block of Washington Street for a male subject trying to get into the Reporting Party's (RP's) truck. Subject was arrested for Public Intoxication.
- Officers were called to assist the Fire Department at Menards for a Fire Alarm Investigation.
- Officers were called to Sharkey's for a subject refusing to leave.
- Officers were called to a Loud Party on Seerley Avenue.
- Officers came across a Disorderly in front of the Police Department.
- Officer attempted to make a Traffic Stop on 18th Street. Vehicle turned onto Olive Street and then attempted to flee. The Officer was able to catch up to the vehicle. A Traffic Citation was issued. Driver insisted he was not running.
- Officers responded to a Personal Injury (PI) Accident in the 2200 block of College Street.
- A male subject was arrested for Operating While Intoxicated (OWI) at the Paw Park.
- Officers called to a Disorderly at Great Wall on College Street.
- Officer called to a residence on Parkway Avenue for a subject found dead.
- Subject was arrested for Possession of Marijuana.
- Officers were called to Sharkey's for a Disorderly subject. One Juvenile was taken into custody.
- Officer made a Traffic Stop at Highway 218 and Highway 57. Subject was arrested for Operating While Intoxicated (OWI).
- Officers called to a Disorderly on Chadwick Road.
- Officer made a Traffic Stop at Cedar Street and Center Street. One subject was arrested for Operating While Intoxicated (OWI).
- Officer took a report of a Stolen Vehicle from 2nd Street and Main Street.
- Officer made Traffic Stop at Erik Road and Hudson Road. One subject was arrested for Operating While Intoxicated (OWI).
- Officers called to Sartori Hospital for a Disorderly patient.
- Officer took a report of a Sex Offense at a residence on West Ridgeway Avenue.
- Officers were called to a residence on West 8th Street for a Suspicious.
- Officers called to the High School for Suspicious Activity.
- Officers called to Cottonwood Lane for a Disorderly. One male subject was arrested for Domestic Violence.
- Officers called to the Kwik Star on College Street for a Disorderly.
- Officers called to a residence on West 18th Street for an Assault. One male subject was arrested for Domestic Violence and the female was transported to the Hospital.
- Officers called to a residence on Cherry Lane for an Assault.

INVESTIGATIVE UNIT – Captain Michael E. Hayes

- Captain Hayes and Officer Ladage met with Cedar Falls High School staff to go over new Safety Plans for the School.

Item G.1.e.

- Officer Belz talked with an insurance company reference the recovery of a Stolen Vehicle. The vehicle had been recovered earlier in the week. The insurance company will be in touch with us as to what is to be done with the vehicle.
- Captain Hayes attended a Family Children's Council HR Meeting.
- A complaint was made against a female subject for filing a False Report to Police. She is accused of telling Officers that her credit card had been stolen. During the investigation it was found that she had used the credit card herself. She turned herself in and was arrested by First Shift Officers on 03-04-18.
- An Investigator arrested a male subject for Third Degree Burglary. This is in reference to the Mirch Masala Grill (911 West 23rd Street) Burglary that occurred on 02-22-18. The male subject was found inside the business when it was closed, but ran after being confronted by an employee. The business reported an undetermined amount of cash was taken during the Burglary.
- One Investigator attended the Black Hawk County Area Investigator Meeting.
- Captain Hayes and Officer Belz conducted interviews (four) for the Lab Tech position.
- Investigators worked on backgrounds of Public Safety Officer (PSO) applicants.
- Captain Hayes attended the Family Children's Council Executive Board Meeting.
- One Investigator (PSO) assisted the Fire Department with a trash fire at Lilac Lane and Rownd Street.
- Two Investigators (PSO's) attended Monthly Fire Training.
- On 03-09-18, evidence taken to County Attorney's Office.
- Investigator McNamara took his final test for Cellbrite. He will now be able to do forensic checks on cell phones.
- Two Investigators were called in to assist First Shift with Home and Vehicle Burglaries. During one of the incidents, a vehicle was stolen. First Shift found the vehicle and Investigators sat on the vehicle with the hope that suspect(s) would return, but they did not. The vehicle was towed for processing. Some evidence found in the vehicle was items taken during the Burglaries. Investigation into the incident continues.
- The Data Master was taken to State Lab for equipment updates.
- On 03-12-18, Captain Hayes attended the College Hill Partnership Monthly Meeting.
- Investigators assisted First Shift Officer with the Noble Oak Restaurant Burglary that occurred on March 5, 2018.
- A Cedar Falls student came to Police Department to talk with an Investigator about their job.
- Two Investigators attended Monthly Major Incident Response Team (MIRT) Training.
- An Investigator met with County Attorney to go over cases he is working and possible charges.
- Captain Hayes attended the Monthly Sexual Victim Response Team (SVRT) Meeting.
- Captain Hayes attended the Monthly Community Resources United to Stop Heroin (CRUSH) Meeting.
- Captain Hayes attended the Monthly Family Children's Council Board meeting.
- An Investigator talked with volunteers from Riverview reference Policing and Sexual Assault.
- An Investigator went to the Child Protection Center (CPC) to witness an interview of a child of a possible Sexual Assault.
- An Investigator attended an interview of a Minor Child at the Child Protection Center (CPC) reference a possible Sexual Abuse.
- An Investigator assisted Evansdale Police Department in the downloading of cell phone reference a case they are working.
- An Investigator went to convenience stores to check on video reference a Burglary cases.
- An Investigator arrested a Juvenile for Second Degree Sexual Assault and Distribution of Obscene Material. The charges stem from the Juvenile having Sexual Contact with a Minor.
- An Investigator attended an interview of a Minor Child at the Child Protection Center (CPC) in reference a possible Sexual Assault.
- During the month of March, Investigator McNamara analyzed six phones using the Cellbrite System.

Case Information For Month:

- Cases Assigned: 33
- Cases Closed Inactive: 12
- Cases Closed Exceptional: 5
- Cases To County Attorney For Review: 3
- Cases Closed By Arrest / Warrant: 5

School Resource Officer (SRO):

Item G.1.e.

- School Resource Officer Ladage and Captain Hayes attended a meeting at Cedar Falls High School reference a new Safety Plan they have developed.
- School Resource Officer Ladage conducted seven classroom presentations on Internet Safety at the Peet Junior High.
- School Resource Officer Ladage attended Police Monthly Training.
- School Resource Officer Ladage conducted classroom presentations on the 4th and 5th Amendments at the High School.
- School Resource Officer Ladage attended a Crisis Management meeting at Orchard Hill Elementary.
- School Resource Officer Ladage presented two classroom talks on Internet Safety at the High School.
- School Resource Officer Ladage presented a classroom talk on Drug Safety to a Sixth Grade class at Hansen Elementary.
- School Resource Officer Ladage presented two classroom presentations on Drug Safety to Sixth Graders at Orchard Hill Elementary.
- School Resource Officer Ladage presented four classroom presentations on Internet Safety to students at North Cedar Elementary.
- School Resource Officer Ladage presented a classroom talk to Sixth Graders at Hansen Elementary on Drug Safety.
- School Resource Officer Ladage worked both Spring dances at Holmes and Peet Junior Highs.
- School Resource Officer Ladage had four Administrative Meetings.
- School Resource Officer Ladage conducted two presentations on Bullying to two Fourth Grade classes at Southdale Elementary.

CSI Report:

- During the month of March, Officer Belz continued purging property associated with closed cases from 2013.
- Properties from 75 closed cases from 2013 were destroyed.
- Controlled substances from 116 closed cases from 2013 were incinerated.
- Twenty-six items of property were released to their owners.
- Eleven items of physical evidence were processed in the Crime Lab.
- Fifteen pieces of evidence were taken to the State Crime Lab for processing.
- Prescription drugs brought in for destruction by citizens from 12/22/17 through 3/2/18 were incinerated.
- Officer Belz assisted First Shift Officers with processing a Vehicle Burglary on Starview Drive.
- Officer Belz assisted Detectives with processing a recovered Stolen Vehicle from West 10th Street.
- Officer Belz assisted First Shift Officers with processing a Suicide on Performance Drive.
- Officer Belz assisted Third Shift Officers with processing a business Burglary on East 18th Street.
- Officer Belz assisted Second Shift Officers with processing a Burglary scene on West 8th Street.

Evidence / Property:

- Evidence entered: 110
- CD's entered by Officers: 170
- Attorney requests (not video): 7
- Attorney video copies: 98
- Evidence tested for outside agencies: 2
- Property held for safekeeping: 1

POLICE RESERVE UNIT – Lieutenant Brooke Heuer

- Angie Lindley and Nik Erickson attended Module "B" training at Hawkeye Community College for State of Iowa certification on March 3rd and 4th.
- Angie Lindley took and passed Module A and Module B tests working toward her Reserve Officer Certification.
- Reserve Officers attended In-Service Training with career Officers on March 7, 22, & 28. This Training included the Active Shooter Scenario, Cellebrite Training, and Training on the administration of Narcan.
- Reserve Officer Cross assisted with the transportation of the new Police Department Gator to and from Keltec.
- Reserve Officer Buck assisted with the rally against gun violence that was held on 03/31/18.

Item G.1.e.

- Reserve Officer Sterrett is still on Medical Leave.
- Reserves worked 39.0 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 March, the Reserve Unit logged a total of 167.75 hours of Ride Time and Training. The hours for each Reserve Officer are as follows:

NAME	HOURS
Bostwick	11
Brown	20
Buck	24.5
Burg	26
Clark	18
Cross	8.5
Erickson	12.25
Griffin	8
Husidic	8.5
Jaeger	7.5
Lindley	12.25
Sterrett	FMLA
Wright	11.25
TOTAL:	167.75

POLICE TRAINING EVENTS – Lieutenant Tim Smith

- National Crime Information Center (NCIC) Recertification Exams.
- Documents have been submitted for future Training.
- Cedar Falls Public Safety held a Public Safety Officer recruit testing on March 3rd.
- In-Service Training: Active Shooter Drill, Celebrite Orientation & Narcan Administration.
- Officer Neymeyer started her Shadow Phase of Field Training.
- Officer Russell completed his Physical Agility Test to get into the Academy on March 12th.
- Officer Russell started the Iowa Law Enforcement Academy (ILEA) on March 19th.
- Officer Madsen is in Phase III of Field Training on Second Shift.
- Officer McNamara completed an online class for Celebrite.
- Officers Young, Hernandez, Hancock and Babic have all started their Field Training.
- Officer Shafer attended an eight hour Use of Force Class at Hawkeye Community College.
- Officers Rea, Moore, Burkhardt, Devic and Yates attended the Women's Conference in Des Moines.
- Officer Burkhardt and Officer Shafer attended a 40 hour Crisis Intervention Training at Black Hawk County Sheriff Office (BHCSO).
- Lieutenant Smith attended an 80 hour Arson Investigator School 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.

Item G.1.e.

<u>POLICE STATISTICS:</u>	<u>March 2018</u>	<u>Total 2018</u>
Group A Crimes		
Murder	0	0
Kidnapping / Abduction	0	0
Forcible Rape	4	6
Forcible Sodomy	0	0
Forcible Fondling	4	5
Robbery	0	4
Assault	12	33
Arson	0	0
Extortion / Blackmail	1	1
Burglary / B&E	15	32
Theft	50	144
Theft / Motor Vehicle	2	6
Counterfeit / Forgery	4	9
Fraud	6	17
Embezzlement	0	1
Stolen Property	0	2
Vandalism	8	27
Drug Offenses	16	38
Porn / Obscene Material	0	1
Prostitution	0	0
Weapon Law Violation	3	4
Group B Crimes		
Theft by Check	0	0
Disorderly Conduct	11	28
Operating While Intoxicated	22	40
Public Intoxicated / Liquor Violations	20	52
Non-Violent Family Offense	0	0
Liquor Law Violation	2	4
Runaway	3	5
Trespassing	2	8
Other Offenses	18	42
Group A Total:	125	330
Group B Total:	78	179
Total Reported Crimes:	203	509
Traffic Accidents		
Fatality	0	1
Personal Injury	9	22
Property Damage	45	152
Total Reported Accidents	54	175
Driving Offenses		
Driving While Barred	2	4
Driving While Suspended / Revoked	4	9
Eluding / Peace Officer	1	1
Total Driving Offenses	7	14
Alcohol/Tobacco Violations	32	64
Calls For Service	1,638	4,316
Total Arrests	99	258

Item G.1.e.

CEDAR FALLS FIRE RESCUE

MARCH FIRE DEPARTMENT ACTIVITIES:

- Station #1 (Blue Shift):
 - Three Smoke Detector Checks / Installations.
- Station #1 (Green Shift):
 - One Smoke Detector Check / Installation.
 - One Station Tour for a mother and six year-old.
- Station #1 (Red Shift):
 - One Smoke Detector Check / Installation.
 - KWWL interview on detector batteries.

FIRE ALTERNATIVE STAFF:

- Part-time and POC Firefighters contributed 42 hours of Shift Duty in March.

FIRE RENTAL INSPECTIONS – Battalion Chief Curt Hildebrand

- March Inspections: 255

FIRE TRAINING EVENTS – Lieutenant Tim Smith

- Fire training consisted of a Live Burn Trailer put on by the Fire Service Training Bureau.
- Battalion Chief Hildebrand attended a three day Sprinkler Systems Course.
- Captain Lux attended a two day course on Understanding Basement Fires.
- Target Solutions Training Material:
 - CAPCE- Kinematics of Trauma
 - NFPA 1001- Firefighting Foams
- 16 Public Safety Officers will start working through their Public Safety Officer (PSO) Training Manual at Fire Headquarters.
- Eight Public Safety Officers have completed their Public Safety Officer (PSO) Training Manuals.
- A four hour work session was held for new Public Safety Officers to go over Hazmat Procedures.

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.

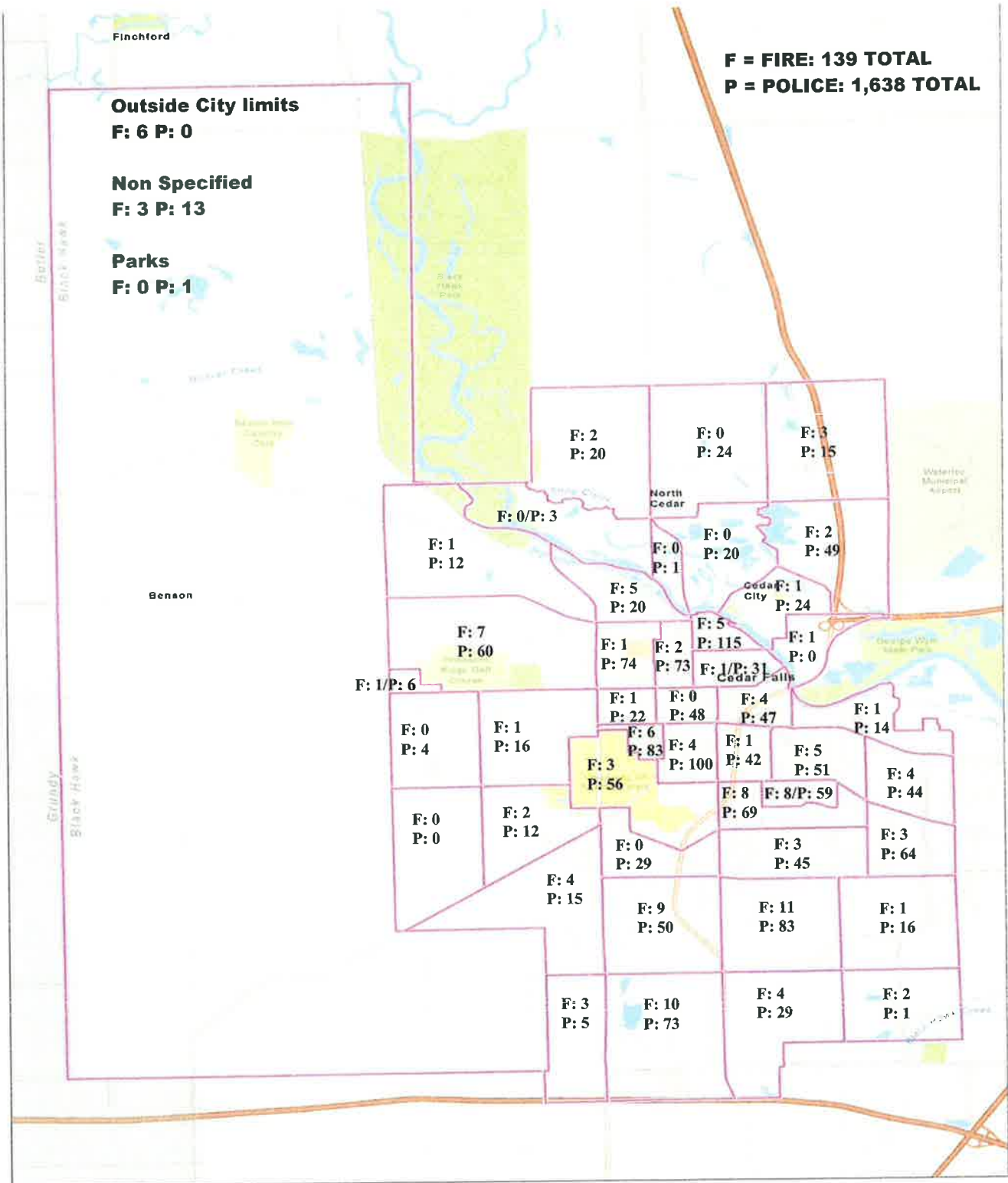
FIRE RESCUE CALLS FOR SERVICE

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

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

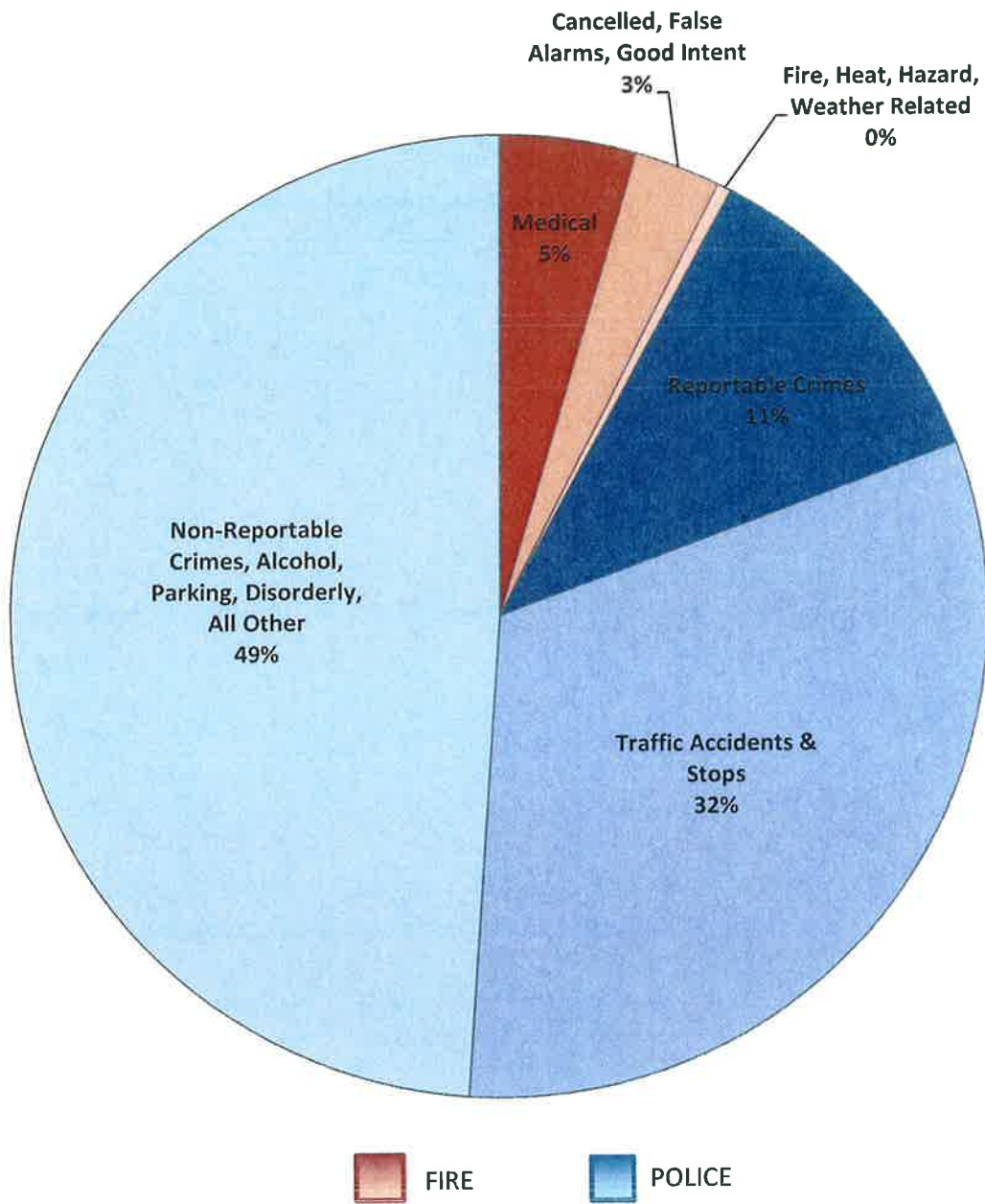
Cedar Falls Public Safety Grid Map

F = FIRE: 139 TOTAL
P = POLICE: 1,638 TOTAL



Item G.1.e.

Cedar Falls Public Safety Experience Survey (March)





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: May 4, 2018
SUBJECT: FY18 Report by College Hill Partnership

As you are aware, starting in FY09 we signed formal agreements with those outside agencies that receive funding from the City of Cedar Falls. As part of those agreements, these agencies were required to submit reports and documentation on how those funds were used.

Attached is the bi-annual report for FY18 filed by College Hill Partnership for their SSMID funding. After receiving the report, their second ½ payment for their SSMID funding was processed. The second ½ payment for their economic development grant is listed on the council bills to be processed.

If you have any questions, please feel free to contact me.



Economic Development Fund/SSMID EVALUATION FY18

Project Completion and Evaluation Form

To assist the Economic Development Review Board in evaluating the impact your organization/project had on contributing to or promoting economic development and the creation of quality employment opportunities in Cedar Falls, please complete the following (*use additional paper if necessary*):

Project Completion and Evaluation Form

Name of Organization: College Hill Partnership

Project Description:

- The College Hill Partnership received approval of our business district as a Self-Supported Municipal Improvement District.
- The objective of our SSMID is to further help our organization represent and advocate for the interests of the economic development, tourism, and quality of life in the College Hill area, as well as performance of the administration, redevelopment and revitalization of the district. Specifically to fund a paid position to further our mission of revitalization and promotion of the College Hill area.

What is the mission of your organization:

- College Hill Partnership (CHP) is a non-profit organization that serves as the leader in the revitalization and promotion of the College Hill area, an urban neighborhood community. The scope of its mission includes promoting healthy neighborhood businesses and housing enhancement, strengthening collaboration and pride; developing public/private partnerships; and serving as an advocate for addressing area concerns.

Grant Amount: SSMID \$25,000.00

Item G.1.f.

Address of Organization or person completing this application:

Street: P.O. Box 974

City: Cedar Falls

State: Iowa **Zip:** 50613

Phone: 319-273-6228 **Email:** collegehillpartnership@gmail.com

1. Do you consider your organization/project a success November 2017 through April 2018? Why?

- Our organization has made many advancements over the last 6 months. The CHP focused its efforts over the last 6 months, on creating programming that supports our mission supporting economic development. The Partnership has also facilitated several forums for stakeholders within the College Hill overlay district to voice concerns and questions for many upcoming developments within the district.

2. Does the outcome of this grant funding to your operation/project align with the Economic Development Fund goals of complementing Cedar Falls economic development efforts? Explain.

The College Hill Partnership use of SSMID funding aligns with the efforts of the city in several ways:

- We have seen an increase in investment in our district resulting steady job growth including newly opened Greenhouse Kitchen, and soon to be opened eateries, The Shakery, and Ion Donuts and Bakery.
- These outcomes show that the economic environment in the College Hill and City of Cedar Falls is a positive one that encourages businesses to locate and expand here.

3. Did receipt of an Economic Development Fund grant and SSMID enable your organization/project to provide a new service to promote economic development or the creation of quality employment opportunities in Cedar Falls? How?

- The nature of the College hill is ever changing and developing area that requires that our organization continually focus on renewal and community engagement to progress our district.
- The funding helps the College Hill Partnership provide numerous services promoting economic development and quality employment opportunities. Our services fall into four key areas.
 - o Encouraging cooperative business strategies
 - Including several cooperative opportunities for marketing through events and partnerships
 - o Improving the physical appearance of the College Hill
 - o Promoting the District
 - o Sponsoring and Fostering Cultural Events
- See specific examples in the following answer

4. Please provide a summary of activities complete from November 2017 through April 2018 by your organization/project.

The College Hill Partnership has many services aimed at promoting economic development. Through the receipt of funds, we were able to undertake many new projects during the year. Summarization of our organization's activities are as follows:

Encouraging cooperative business strategies. We have an understanding of the challenge the College Hill area faces, and we work together with merchants, residents, landlords, the University of Northern Iowa, and the City of Cedar Falls to make physical improvements and to facilitate growth through better communication and connecting relevant parties. We have helped business growth through assisting with the establishment of a College Hill TIF District, a College Hill Urban Revitalization Program (CHURP), and participation in the Façade Grant Program, which we hope to help support through other funding as the old structure of this grant is no only available. The CHP has developed a local business survey to be completed in the upcoming months to provide more statistics of the neighborhood businesses. In addition to this survey we have been working to compile information about residents within our district with the help of the President's office at the University of Northern Iowa to help us communicate more easily with all of our constituency. This sort of data helps to inform our business decisions, and support the local business environment. As mentioned before several businesses are opening on the Hill this spring and we hope that more will follow. A monthly coffee has been a staple over the last 6 months between business owners to encourage collaboration between the CHP as well as between the College Hill businesses.

Improving the physical appearance of College Hill. One of CHP's charges is to create an inviting environment where people want to live, work, and visit. The College Hill district is a significant gateway to Cedar Falls and UNI, sometimes being one of the first impressions the local area shows to visitors, future students and their parents. To that end, the CHP has overseen the maintenance of flower beds in Pettersen Plaza and along College and 23rd Streets. In the past 6 months, the College Hill Partnership has worked with the Black Hawk County Master Gardeners to aid our organization in the beatification of the area. Their volunteers have continued to donated countless hours of time to help put the plant beds to bed for the winter season. This effort has resulted in a beautiful aesthetically pleasing area drawing the attention of the local community. Many of the board members can also be found spending some of their free time picking up trash and debris that can be left behind in largely used areas like the College Hill neighborhood. We also brought all of the College Hill businesses together in a window painting contest for the holidays encouraging businesses to show their holiday spirit and decorate their windows from everything from the Grinch, to UNI Squirrels, and even including other winter holidays besides Christmas. We were fortunate enough to partner with the NISG from UNI on judging this event furthering our collaboration with our neighbor UNI. With our unique position so close to campus we believe it is our job to help encourage university students and community members to come together and work towards common goals. With the support of the CHP we had more business than student groups who wanted to be involved in this collaborative tradition.

Promoting the College Hill. Through regular face-to-face meetings, frequent email communication, a booth at the annual College Hill Arts Festival, our website (www.collegehillpartnership.org), our Facebook Page (1,450, a 13.1% increase in the last 6 months), twitter account (1,970, a 10.8% increase in the last 6 months), and newly added Instagram account (613, a 75.1% increase in the last 6 months) we

Item G.1.f.

help keep all of our members and interested groups connected and up-to-date with what's happening on College Hill, and how we can assist in its improvement. We have also connected with members via email and google groups in efforts to insure we are communicating the CHP's activities.

Sponsoring and Fostering Cultural Events. Since 2008, the CHP has sponsored a number of events that have become traditions. The CHP Annual Meeting (April), and the annual neighborhood picnic (August). The CHP also helped establish the College Hill Farmers Market, 22nd and College, co-sponsored with UNI's CEEE (weekly, Thursdays, June- Oct). These events helped to spur other events, including: Pear Fair – Mohair Pear (October, began 2011); the College Hill Music Festival (May; began 2013), and the College Hill Criterium Bicycle Race (April, began in 2013). Additionally, this year we hosted the 2nd Annual Oktoberfest event, which helped support and increase business activity and showcases what the College Hill area has to offer. We undertook a large event project where we constructed a we built a 80' slip and slide down the whole Hill and welcomed over 400 Freshman to Cedar Falls and College Hill. We were also fortunate enough to partner with the Cedar Falls Author's Festival, Community Mainstreet, & UNI to celebrate world renown Author and Cedar Falls Native Nancy Price. We had a whole weekend with a showing of "Sleeping with the Enemy" and beer garden in Seerley Park and sponsoring the Tour of Homes all featured in the book "Sleeping with the Enemy". Events such as this are an important way to appeal not only to the neighborhood residents but also include the large college demographic which brings a significant amount of revenue to the College Hill and the City of Cedar Falls. Our events committee volunteers spent countless hours over the summer and Fall to make these event unique and successful. All aforementioned activities increase the vitality of College Hill, drive interest in spending time on the Hill, and aid economic development, within our local district and the City of Cedar Falls.

5. Do you have suggestions for improvement of this grant process?

- Our organization does not have any suggestions for improvement. We are very fortunate for the help and guidance that the city consistently provides to us as we grow and work to make the Hill a great place.

6. The Economic Development Fund Evaluation Reports (Bi-Annual) for Fiscal Year 2016 must be submitted by October 15, 2017 and April 15, 2018 to:

**Cedar Falls Economic Development Review Board
c/o Director of Community Development
220 Clay Street
Cedar Falls, IA 50613**

Supporting Documents

**College Hill Partnership
2017-2018
Board of Directors**

Resident: Chris Martin (2016-2018) - chris.martin@cfu.net
Secretary - Resident: Becky Hawbaker (2016-2018) - becky.hawbaker@uni.edu
Landlord: Ryan Kriener (2016-2018) - rkriener@msn.com
Landlord: Chris Wernimonth (2017-2019) - cjwernimont@gmail.com
Business: Andrea Geary (2017-2019) - andrea@milkboxbakery.com
Business: Barb Schilf (2016-2018) - barb.mohairpear@gmail.com
Vice President - At Large: Kamyar Enshayan (2017-2019) - kenshayan@gmail.com
Treasurer - At Large: Doug Johnson (2017-2019) - djohnson@panthersupply.com
At Large: Alex Funke (2017-2019) - chadspizzacf@gmail.com
President - At Large: Andy Fuchtman (2017-2019) - fuchtman@gmail.com
At Large (Student): Jamal White (2018-2019) - whitejam@uni.edu

Non-Voting Board Members

Past President: Andy Fuchtman - fuchtman@gmail.com
UNI Liaison: Kim Heffernan-Moss - kimberly.heffernanmoss@uni.edu
City of Cedar Falls Liaison: Mike Hayes - mike.hayes@cedarfalls.com
College Hill Arts Festival Liaison: Mary-Sue Bartlett - mary-suebartlett@cfu.net
Cedar Valley Alliance Liaison: Cary Darrah - carydarrah@cfu.net
Community Main Street Liaison: Carol Lilly - cmsdirector@cfu.net
Executive Director: Kathryn Sogard - collegehillpartnership@gmail.com
City Council Representative: Tom Blanford - Tom.Blanford@cedarfalls.com

Item G.1.f.

2017 CHP Financial Statement Updated October 2017

(See Additional Attachment)

College Hill Partnership	2017 Budget	
	<u>Income</u>	
Donations		\$600.00
SSMID		\$25,000.00
Total		\$25,000.00
	<u>Expenses</u>	
		Budget
Businesses Rental Improvement		\$1,800.00
Design Beautification Committee		\$3,000.00
Organizational & Development Committee		\$1,000.00
Promotions Committee		\$3,100.00
Office/Secretarial Expenses		\$700.00
Coordinator Salary		\$14,000.00
	<u>Balance</u>	
Total Expenses		\$23,600.00
Income		\$25,000.00
To Reserve		\$1,400.00



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: May 4, 2018
SUBJECT: FY18 Report by Mill Race (soon to be DBA Red Cedar CV)

As you are aware, starting in FY09 we signed formal agreements with those outside agencies that receive funding from the City of Cedar Falls. As part of those agreements, these agencies were required to submit reports and documentation on how those funds were used.

Attached is the report for FY18 filed by Mill Race Center for Entrepreneurship and Innovation for their economic development grant funding. With the report being filed, you will see the payment for their economic development grant is listed on the council bills to be processed.

If you have any questions, please feel free to contact me.

FY2018 Economic Development Grant

Request for Payment

Mill Race Center for Entrepreneurship and Innovation (soon to be DBA Red Cedar CV)

April 11th, 2018

Request

Mill Race hereby requests payment of \$8,250 for the FY2018 Economic Development Grant. Included in this request are both a detailed accounting report of the expenditure of City funds, as well as a written report on the project results outlining the performance and accomplishments within the scope of work.

On behalf of Mill Race, our board of directors and everyone in the Cedar Valley's entrepreneurial community, thank you to the City of Cedar Falls for being a leader in getting this initiative founded. Where we are today wouldn't be possible without your support.

Sincerely,

Danny Laudick, Co-founder & Executive Director, Mill Race

Item G.1.g.

FY2018 Economic Development Grant

Expenditure of Funds

Mill Race Center for Entrepreneurship and Innovation (soon to be DBA Red Cedar CV)

April 11th, 2018

Expenditure of Grant Funds		
		Notes
Revenue		
City of Cedar Falls FY18 Grant	\$8,250	
Total Revenue	\$8,250	
Expenses		
Organizational development	\$8,250	<i>Includes professional & legal fees and business filing fees associated with founding of organization. Total professional & legal fees exceeded \$8,250, but remaining was covered by other sources of revenue.</i>
Total Expenses	\$8,250	

FY2018 Economic Development Grant

Report on Project Results

Mill Race Center for Entrepreneurship and Innovation (soon to be DBA Red Cedar CV)

April 11th, 2018

Report

Mill Race has made significant strides over the last year. From an organizational standpoint, we officially kicked off the initiative on January 1st, 2018 having formally incorporated the organization and secured three-year partnerships and support with our initial founding sponsors to include the City of Cedar Falls, Cedar Falls Utilities, the University of Northern Iowa, Wartburg College, Hawkeye Community College, and additional financial support and partnership with the Greater Cedar Valley Alliance & Chamber.

Though more importantly, our programming and activities have been off to a great start. Mill Race Coworking now houses over 90 working residents, including 26 offices with nearly 100% occupancy and over 30 individual coworking memberships. These coworking memberships are made up of entrepreneurs and early stage companies and remote workers ranging from software companies in Lexington, KY to marketing/branding firms out of New York.

In addition to coworking members, Mill Race Coworking is now host to the monthly 1 Million Cups event, TAI's Techbrew event held at Urban Pie, the Cedar Falls CAPS Communication Design strand, and has held entrepreneurial development workshops for Mill Race Coworking and open to community members ranging from topics on how to pitch to investor roundtables.

Mill Race also last week hosted a week long series of events in partnership with Paul Singh's North American Tech Tour, focusing on the awareness and resources available to support early-stage, high growth startups across the Cedar Valley. Events ranged from tactical conversations on early-stage seed investments to social events like the Cedar Valley Startup Social.

The week also included open office hours for startups to meet with Paul Singh and his team to be considered for investment and receive technical advice on their product. Seven companies presented for the open office hours, with three of those being software technology companies in Cedar Falls and drawing in companies from as far as Osage, IA. The remainder of the events reached over 200 people in attendance, including a number of new startups previously unreached from as far away as Mason City and Denver, IA.

Overall, the business climate for startups in the Cedar Valley is still nascent and maturing, but we've seen a wealth of opportunity available as we've begun our work. There is still much for us to improve, focusing on issues like sales/business development expertise (which is lacking in the Cedar Valley among young/early-stage entrepreneurs), increasing awareness of the existing resources available and better connecting our startups with available state and national resources. But the growth of membership at Mill Race Coworking and the number of new startups and resource connections we've made in this last year forecast significant opportunity for scaling up new business creation, especially scalable, tech-enabled businesses that drive economic growth in a region.



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 1, 2018

SUBJECT: 2018 Permeable Alley Project
 Project No. ST-105-3094
 Bid Opening

On Tuesday, May 1st, 2018 at 2:00 p.m., bids were received and opened for the 2018 Permeable Alley Project. A total of four (4) bids were received, with Benton's Sand & Gravel, Inc. the low bidder:

	<i>Bid Total</i>
Benton's Sand & Gravel, Inc.	\$67,418.73
Lodge Construction, Inc.	\$67,473.65
K Cunningham Construction Co., Inc.	\$68,499.19
Vieth Construction Corp.	\$88,156.95

The Engineer's Estimate for this project was \$73,036.75. Benton's Sand & Gravel, Inc. of Cedar Falls, Iowa submitted the low bid in the amount of \$67,418.73, which is 7.6% below the Engineer's Estimate. Attached is a bid tab for your reference.

As a result of the competitive bids, we recommend acceptance of the low bid from Benton's Sand & Gravel Inc. in the amount of \$67,418.73. On May 21st, 2018, the Contract, Bonds and Insurance Certificate will be submitted for City Council approval.

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

BID TAB

PROJECT NAME: 2018 PERMEABLE ALLEY PROJECT

PROJECT NO.: ST-105-3094

BID OPENING: 2:00 p.m., Tuesday, May 1, 2018

**ENGINEERING DIVISION
DEPARTMENT OF COMMUNITY DEVELOPMENT
CITY OF CEDAR FALLS**

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNITS	ENGINEER'S COST ESTIMATE		1) Benton's Sand & Gravel, Inc.		2) Lodge Construction, Inc.		3) K. Cunningham Construction Co., Inc.		4) Vieth Construction Corporation	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	TRAFFIC CONTROL	1.00	L.S.	\$ 500.00	\$ 500.00	\$ 1,800.00	\$ 1,800.00	\$ 500.00	\$ 500.00	\$5,500.00	\$ 5,500.00	\$ 950.00	\$ 950.00
2	CLEARING & GRUBBING	1.00	EA.	\$ 250.00	\$ 250.00	\$ 700.00	\$ 700.00	\$ 500.00	\$ 500.00	\$ 700.00	\$ 700.00	\$ 2,250.00	\$ 2,250.00
3	REMOVAL OF CURB & GUTTER	68.00	L.F.	\$ 10.00	\$ 680.00	\$ 10.00	\$ 680.00	\$ 10.00	\$ 680.00	\$ 10.00	\$ 680.00	\$ 28.00	\$ 1,904.00
4	REMOVAL OF DRIVEWAY	90.70	S.Y.	\$ 10.00	\$ 907.00	\$ 9.00	\$ 816.30	\$ 13.00	\$ 1,179.10	\$ 9.00	\$ 816.30	\$ 13.00	\$ 1,179.10
5	REMOVAL OF SIDEWALK	16.40	S.Y.	\$ 10.00	\$ 164.00	\$ 9.00	\$ 147.60	\$ 13.00	\$ 213.20	\$ 9.00	\$ 147.60	\$ 30.00	\$ 492.00
6	EXCAVATION, CLASS 10, ROADWAY WASTE	334.90	C.Y.	\$ 18.00	\$ 6,028.20	\$ 15.00	\$ 5,023.50	\$ 16.00	\$ 5,358.40	\$ 15.00	\$ 5,023.50	\$ 43.00	\$ 14,400.70
7	SUBDRAIN, 6 IN. PERFORATED	302.00	L.F.	\$ 9.00	\$ 2,718.00	\$ 15.00	\$ 4,530.00	\$ 12.00	\$ 3,624.00	\$ 15.00	\$ 4,530.00	\$ 27.00	\$ 8,154.00
8	SUBDRAIN MONITORING WELL	2.00	EACH	\$ 250.00	\$ 500.00	\$ 575.00	\$ 1,150.00	\$ 500.00	\$ 1,000.00	\$ 575.00	\$ 1,150.00	\$ 775.00	\$ 1,550.00
9	TRENCH DRAIN	8.00	L.F.	\$ 200.00	\$ 1,600.00	\$ 165.00	\$ 1,320.00	\$ 250.00	\$ 2,000.00	\$ 175.00	\$ 1,400.00	\$ 200.00	\$ 1,600.00
10	GEOTEXTILE FABRIC - PERMEABLE	505.10	S.Y.	\$ 5.00	\$ 2,525.50	\$ 4.50	\$ 2,272.95	\$ 3.00	\$ 1,515.30	\$ 4.50	\$ 2,272.95	\$ 2.50	\$ 1,262.75
11	STORAGE AGGREGATE, BASE LAYER (I.D.O.T. GRAD. #13, CLASS 2, 3" CLEAN)	415.90	S.Y.	\$ 28.00	\$ 11,645.20	\$ 12.00	\$ 4,990.80	\$ 16.00	\$ 6,654.40	\$ 12.00	\$ 4,990.80	\$ 18.00	\$ 7,486.20
12	STONE AGGREGATE, CHOKER LAYER (I.D.O.T. GRAD. #3, CLASS 2, 1" CLEAN)	415.90	S.Y.	\$ 26.50	\$ 11,021.35	\$ 6.00	\$ 2,495.40	\$ 9.50	\$ 3,951.05	\$ 6.00	\$ 2,495.40	\$ 8.00	\$ 3,327.20
13	CONCRETE COLLAR, P.C.C., CLASS "C", 6 INCH, 5' WIDTH	304.90	S.Y.	\$ 40.00	\$ 12,196.00	\$ 49.50	\$ 15,092.55	\$ 53.00	\$ 16,159.70	\$ 41.75	\$ 12,729.58	\$ 46.00	\$ 14,025.40
14	CURB & GUTTER, 7" P.C.C. / H.M.A.	68.00	L.F.	\$ 35.00	\$ 2,380.00	\$ 55.00	\$ 3,740.00	\$ 41.00	\$ 2,788.00	\$ 43.75	\$ 2,975.00	\$ 43.00	\$ 2,924.00
15	GRAVEL HEADER, 1" ROADSTONE	15.30	S.Y.	\$ 35.00	\$ 535.50	\$ 15.00	\$ 229.50	\$ 21.00	\$ 321.30	\$ 15.00	\$ 229.50	\$ 28.00	\$ 428.40
16	CONCRET HEADER, P.C.C., CLASS "C", 6 INCH	17.80	S.Y.	\$ 50.00	\$ 890.00	\$ 69.30	\$ 1,233.54	\$ 58.00	\$ 1,032.40	\$ 91.50	\$ 1,628.70	\$ 100.00	\$ 1,780.00
17	DRIVEWAY, P.C.C., CLASS "C", 6 INCH	80.10	S.Y.	\$ 50.00	\$ 4,005.00	\$ 49.50	\$ 3,964.95	\$ 51.00	\$ 4,085.10	\$ 48.00	\$ 3,844.80	\$ 53.00	\$ 4,245.30
18	SIDEWALK, P.C.C., CLASS "C", 6 INCH	26.90	S.Y.	\$ 50.00	\$ 1,345.00	\$ 49.50	\$ 1,331.55	\$ 53.00	\$ 1,425.70	\$ 74.50	\$ 2,004.05	\$ 82.00	\$ 2,205.80
19	PERMEABLE CLAY BLOCK PAVERS	1,011.10	S.F.	\$ 10.00	\$ 10,111.00	\$ 11.72	\$ 11,850.09	\$ 10.00	\$ 10,111.00	\$ 9.55	\$ 9,656.01	\$ 11.00	\$ 11,122.10
20	TOPSOIL, FURNISH, AND SPREAD	20.00	C.Y.	\$ 50.00	\$ 1,000.00	\$ 40.00	\$ 800.00	\$ 40.00	\$ 800.00	\$ 40.00	\$ 800.00	\$ 50.00	\$ 1,000.00
21	HYDRAULIC MULCHING (TYPE 1, PERMANENT LAWN MIXTURE)	1,000.00	S.F.	\$ 0.50	\$ 500.00	\$ 1.80	\$ 1,800.00	\$ 2.00	\$ 2,000.00	\$ 1.50	\$ 1,500.00	\$ 2.00	\$ 2,000.00
22	WATTLES	40.00	L.F.	\$ 5.00	\$ 200.00	\$ 5.00	\$ 200.00	\$ 6.00	\$ 240.00	\$ 5.50	\$ 220.00	\$ 6.25	\$ 250.00
23	SWEEPING / VACUUMING, STREET	2.00	HR.	\$ 150.00	\$ 300.00	\$ 150.00	\$ 300.00	\$ 250.00	\$ 500.00	\$ 140.00	\$ 280.00	\$ 160.00	\$ 320.00
24	VALVE ADJUSTMENT	1.00	EA.	\$ 260.00	\$ 260.00	\$ 300.00	\$ 300.00	\$ 250.00	\$ 250.00	\$ 275.00	\$ 275.00	\$ 175.00	\$ 175.00
25	SEDIMENT FILTER, INTAKE	15.00	L.F.	\$ 7.00	\$ 105.00	\$ 10.00	\$ 150.00	\$ 9.00	\$ 135.00	\$ 150.00	\$ 2,250.00	\$ 175.00	\$ 2,625.00
26	SEDIMENT FILTER, INTAKE WELL	2.00	EA.	\$ 220.00	\$ 440.00	\$ 150.00	\$ 300.00	\$ 175.00	\$ 350.00	\$ 150.00	\$ 300.00	\$ 175.00	\$ 350.00
27	CLEANING OF FILTER SEDIMENT BASINS	2.00	EA.	\$ 115.00	\$ 230.00	\$ 100.00	\$ 200.00	\$ 50.00	\$ 100.00	\$ 50.00	\$ 100.00	\$ 75.00	\$ 150.00
				Engineer's Cost Est.:	\$ 73,036.75	Total Bid:	\$ 67,418.73	Total Bid:	\$ 67,473.65	Total Bid:	\$ 68,499.19	Total Bid:	\$ 88,156.05

Item G-1.h.



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 1, 2018

SUBJECT: Campus Street Box Culvert
 Project No. BR-101-3043
 Bid Opening

On Tuesday, May 1st, 2018 at 2:00 p.m., bids were received and opened for the Campus Street Box Culvert. A total of three (3) bids were received, with Peterson Contractors Inc. the low bidder:

	<i>Bid Total</i>
Peterson Contractors Inc.	\$317,558.60
Lodge Construction, Inc.	\$352,964.80
Vieth Construction Corp	\$388,387.25

The Engineer's Estimate for this project was \$356,032.70. Peterson Contractors Inc. of Reinbeck, Iowa submitted the low bid in the amount of \$317,558.60, which is 10.8% below the Engineer's Estimate. Attached is a bid tab for your reference.

As a result of the competitive bids, we recommend acceptance of the low bid from Peterson Contractors Inc. in the amount of \$317,558.60. On May 21st, 2018, the Contract, Bonds and Insurance Certificate will be submitted for City Council approval.

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

PROJECT BID TAB				CITY OF CEDAR FALLS DEPARTMENT OF COMMUNITY DEVELOPMENT ENGINEERING DIVISION											
PROJECT NAME: Campus Street Bridge Replacement															
CITY PROJECT NUMBER: BR-101-3043															
BID OPENING: May 1, 2018															
DEPARTMENT OF COMMUNITY DEVELOPMENT ENGINEERING DIVISION															
BID ITEM	DESCRIPTION	UNITS	EST. QUANTITY	ENGINEER'S ESTIMATE		(1) Peterson Contractors Inc.		(2) Lodge Construction INC.		(3) Vieth Construction Corporation		(4)		(5)	
				UNIT PRICES	EXTENDED PRICES	UNIT PRICES	EXTENDED PRICES	UNIT PRICES	EXTENDED PRICES	UNIT PRICES	EXTENDED PRICES	UNIT PRICES	EXTENDED PRICES	UNIT PRICES	EXTENDED PRICES
1	Mobilization	L.S.	1.0	\$20,000.00	\$20,000.00	\$14,000.00	\$14,000.00	\$12,000.00	\$12,000.00	\$16,500.00	\$16,500.00				
2	Clearing and Grubbing	L.S.	1.0	\$ 5,000.00	\$5,000.00	\$1,375.00	\$1,375.00	\$500.00	\$500.00	\$385.00	\$385.00				
3	Removal of Existing Bridge Structure	L.S.	1.0	\$ 7,500.00	\$7,500.00	\$10,500.00	\$10,500.00	\$10,500.00	\$10,500.00	\$11,000.00	\$11,000.00				
4	Removal of Pavement	S.Y.	352.0	\$ 6.50	\$2,288.00	\$6.25	\$2,200.00	\$7.00	\$2,464.00	\$8.50	\$2,992.00				
5	Removal of Driveway	S.Y.	25.0	\$ 18.00	\$450.00	\$11.00	\$275.00	\$7.00	\$175.00	\$16.00	\$400.00				
6	Removal of Sidewalk	S.Y.	91.0	\$ 6.00	\$546.00	\$7.50	\$682.50	\$7.00	\$637.00	\$11.00	\$1,001.00				
7	Removals, As Per Plan	Units	0.75	\$ 500.00	\$375.00	\$700.00	\$525.00	\$800.00	\$600.00	\$2,200.00	\$1,650.00				
8	Sawcutting for Removals	L.F.	70.0	\$ 5.50	\$385.00	\$7.50	\$525.00	\$6.00	\$420.00	\$8.00	\$560.00				
9	Excavation, Class 10, Roadway, Waste	C.Y.	102.0	\$ 10.00	\$1,020.00	\$10.50	\$1,071.00	\$12.00	\$1,224.00	\$26.00	\$2,652.00				
10	Excavation, Class 10, Unstable, Roadway	C.Y.	11.0	\$ 13.50	\$148.50	\$21.50	\$236.50	\$30.00	\$330.00	\$77.00	\$847.00				
11	Excavation, Class 12, Boulder	C.Y.	1.0	\$ 60.00	\$60.00	\$175.00	\$175.00	\$50.00	\$50.00	\$285.00	\$285.00				
12	Compaction of Subgrade, Roadway	STA.	0.71	\$ 400.00	\$284.00	\$1,000.00	\$710.00	\$1,000.00	\$710.00	\$1,500.00	\$1,065.00				
13	Excavation, Class 13, Channel	C.Y.	123.0	\$ 10.00	\$1,230.00	\$10.50	\$1,291.50	\$9.00	\$1,107.00	\$23.00	\$2,829.00				
14	Excavation, Class 23, Structure	C.Y.	409.0	\$ 10.00	\$4,090.00	\$9.00	\$3,681.00	\$9.00	\$3,681.00	\$21.00	\$8,589.00				
15	Granular Subbase, Backfill Culvert	C.Y.	93.0	\$ 45.00	\$4,185.00	\$44.00	\$4,092.00	\$35.00	\$3,255.00	\$58.00	\$5,394.00				
16	Granular Bedding Culvert	C.Y.	125.0	\$ 45.00	\$5,625.00	\$52.50	\$6,562.50	\$53.00	\$6,625.00	\$57.00	\$7,125.00				
17	Flowable Mortar, Culvert	C.Y.	52.0	\$ 130.00	\$6,760.00	\$120.00	\$6,240.00	\$160.00	\$8,320.00	\$136.00	\$7,072.00				
18	Double Cell 14' x 6' Culvert, Precast P.C.C.	L.F.	78.0	\$ 2,050.00	\$159,900.00	\$1,600.00	\$124,800.00	\$2,000.00	\$156,000.00	\$1,950.00	\$152,100.00				
19	Double Cell 14' x 6' Culvert, Culvert Apron, 2:1 Sloped End Section, Precast P.C.C., Including Parapet	Each	2.0	\$17,000.00	\$34,000.00	\$20,000.00	\$40,000.00	\$19,000.00	\$38,000.00	\$19,000.00	\$38,000.00				
20	1' X 4' X 36' P.C.C. Precast Curtain Wall	Each	2.0	\$ 3,800.00	\$7,600.00	\$3,300.00	\$6,600.00	\$4,000.00	\$8,000.00	\$7,300.00	\$14,600.00				
21	Handrail, 2 in. Dia. Steel Pipe, Hot-Dip Galvanized	L.F.	103.5	\$ 150.00	\$15,525.00	\$127.00	\$13,144.50	\$125.00	\$12,937.50	\$130.00	\$13,455.00				
22	Revetment, Class E	Tons	207.0	\$ 40.00	\$8,280.00	\$36.50	\$7,555.50	\$38.00	\$7,866.00	\$44.00	\$9,108.00				
23	Engineering Fabric, Polymer Grid	S.Y.	307.0	\$ 4.00	\$1,228.00	\$3.50	\$1,074.50	\$3.00	\$921.00	\$2.00	\$614.00				
24	Granular Subbase, 12 in. Roadway	S.Y.	512.0	\$ 14.00	\$7,168.00	\$14.00	\$7,168.00	\$15.00	\$7,680.00	\$18.00	\$9,216.00				
25	Granular Subbase, 4 in. Driveway	S.Y.	25.0	\$ 18.00	\$450.00	\$13.00	\$325.00	\$12.00	\$300.00	\$17.00	\$425.00				
26	Pavement, Stand., PCC, 7", Type "C", Class III	S.Y.	460.0	\$ 44.00	\$20,240.00	\$40.25	\$18,515.00	\$47.00	\$21,620.00	\$44.00	\$20,240.00				
27	Driveway, PCC, 6", Type "M", Class III	S.Y.	25.0	\$ 75.00	\$1,875.00	\$57.50	\$1,437.50	\$47.00	\$1,175.00	\$62.00	\$1,550.00				
28	Sidewalk, PCC, 4", Type "C", Class III	S.Y.	158.0	\$ 35.00	\$5,530.00	\$36.00	\$5,688.00	\$40.00	\$6,320.00	\$39.00	\$6,162.00				
29	Patch, HMA (S-T) Surface, 1/2", PG58-28S	Tons	13.0	\$ 175.00	\$2,275.00	\$225.00	\$2,925.00	\$240.00	\$3,120.00	\$250.00	\$3,250.00				
30	Intake, SW-507	Each	2.0	\$ 3,550.00	\$7,100.00	\$4,450.00	\$8,900.00	\$4,000.00	\$8,000.00	\$4,200.00	\$8,400.00				
31	Manhole Adjustment, Minor, Furnish New Casting	Each	1.0	\$ 1,100.00	\$1,100.00	\$1,000.00	\$1,000.00	\$1,200.00	\$1,200.00	\$570.00	\$570.00				
32	Sewer, Storm, 12" Dia. RCP 2000D	L.F.	7.5	\$ 55.00	\$412.50	\$50.00	\$375.00	\$55.00	\$412.50	\$215.00	\$1,612.50				
33	Sewer, Storm, 15" Dia. RCP 2000D	L.F.	35.0	\$ 55.00	\$1,925.00	\$54.50	\$1,907.50	\$70.00	\$2,450.00	\$76.00	\$2,660.00				
34	Sewer, Storm, 18" Dia. Perf. HDPE	L.F.	27.0	\$ 55.00	\$1,485.00	\$46.25	\$1,248.75	\$59.00	\$1,593.00	\$82.00	\$2,214.00				
35	Sewer, Storm, 24" Dia. RCP 2000D	L.F.	7.5	\$ 65.00	\$487.50	\$79.00	\$592.50	\$95.00	\$712.50	\$300.00	\$2,250.00				
36	Sewer, Storm, 30" Dia. RCP 2000D	L.F.	7.5	\$ 80.00	\$600.00	\$101.00	\$757.50	\$105.00	\$787.50	\$310.00	\$2,325.00				
37	Special Pipe Connection, SW-211	Each	4.0	\$ 500.00	\$2,000.00	\$500.00	\$2,000.00	\$1,000.00	\$4,000.00	\$1,900.00	\$7,600.00				
38	Granular Backfill, Intakes	Tons	10.0	\$ 38.00	\$380.00	\$39.00	\$390.00	\$26.00	\$260.00	\$120.00	\$1,200.00				
39	Subdrain, HDPE, Stand., Perf., 6 In. Dia.	L.F.	258.0	\$ 10.70	\$2,760.60	\$11.00	\$2,838.00	\$12.00	\$3,096.00	\$16.00	\$4,128.00				
40	Subdrain Outlet, 2' x 6 In. Dia. CMP	Each	1.0	\$ 200.00	\$200.00	\$190.00	\$190.00	\$150.00	\$150.00	\$190.00	\$190.00				
41	Subdrain Outlet, 6' x 6 In. Dia. CMP	Each	2.0	\$ 250.00	\$500.00	\$250.00	\$500.00	\$250.00	\$500.00	\$250.00	\$500.00				
42	Sediment Filter, Intake Well	Each	2.0	\$ 150.00	\$300.00	\$150.00	\$300.00	\$200.00	\$400.00	\$150.00	\$300.00				
43	Sediment Filter, Intake	L.F.	18.0	\$ 11.00	\$198.00	\$150.00	\$2,700.00	\$10.00	\$180.00	\$16.00	\$288.00				
44	Cleaning, Sediment Filter, Basin	Each	2.0	\$ 75.00	\$150.00	\$50.00	\$100.00	\$50.00	\$100.00	\$54.00	\$108.00				
45	Topsoil, Furnish and Spread	C.Y.	81.0	\$ 18.00	\$1,458.00	\$14.00	\$1,134.00	\$40.00	\$3,240.00	\$26.00	\$2,106.00				
46	Fertilizing, Seeding and Mulching	Acre	0.10	\$ 7,500.00	\$750.00	\$15,000.00	\$1,500.00	\$16,000.00	\$1,600.00	\$13,000.00	\$1,300.00				
47	Sod, Provide and Place	S.F.	3,173.0	\$ 0.70	\$2,221.10	\$0.85	\$2,697.05	\$0.90	\$2,855.70	\$1.75	\$5,552.75				
48	Rolled Erosion Control Product, Extended Term (RECP)	S.Y.	279.0	\$ 2.50	\$697.50	\$1.90	\$530.10	\$2.00	\$558.00	\$4.00	\$1,116.00				
49	Street Sweeping	HR.	2.0	\$ 175.00	\$350.00	\$150.00	\$300.00	\$250.00	\$500.00	\$100.00	\$200.00				
50	Traffic Control	L.S.	1.0	\$ 5,000.00	\$5,000.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,350.00	\$1,350.00				
51	Wattles	L.F.	320.0	\$ 3.00	\$960.00	\$3.50	\$1,120.00	\$4.00	\$1,280.00	\$4.85	\$1,552.00				
52	Sidewalk, P.C.C. 6 In., Class III	S.Y.	11.7	\$ 40.00	\$468.00	\$96.00	\$1,123.20	\$53.00	\$620.10	\$110.00	\$1,287.00				
53	Pedestrian Ramps, Detectable Warning Panels	S.F.	16.0	\$ 32.00	\$512.00	\$30.00	\$480.00	\$27.00	\$432.00	\$32.00	\$512.00				
				TOTAL	\$356,032.70	TOTAL	\$317,558.60	TOTAL	\$352,964.80	TOTAL	\$388,387.25	TOTAL		TOTAL	



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 2, 2018

SUBJECT: Chamber Building Relocation
10 E Main St. to 310 E 4th St

As a part of the moving permit process of the Chamber building from its current location at 10 E Main Street to 310 E 4th Street, City Ordinance Sec. 7-415 requires council approval for a building which exceeds 34 feet in width. The building in preparation for moving is at a width of 45'. An approved route has been established that will allow the building to pass by with minimal impact to the downtown district.

Both the Engineering and Building division recommend approval.

If you have any questions please feel free to contact myself or Jon Resler.

Xc: Stephanie Sheetz, Director of Community Development
Jon Resler, P.E., City Engineer
Jamie Castle, Building Official



CEAR FALLS
COMMUNITY
MAIN STREET

Matt Tolan

Cedar River

Gateway Park

Sturgis Park

Behrens-Rapp Station
★ Tourist Info

Little Red
Schoolhouse
Museum

Peter
Melendy Park

God Valley Lake Trail

1st-St-Trail

1st St

S-Riverside-Trail

Overman Park

City Hall

3rd St

Main St

Franklin St

Clay St

Washington St

4th St

State St

5th St

Library & Comm Center

6th St

Post Office

-663-

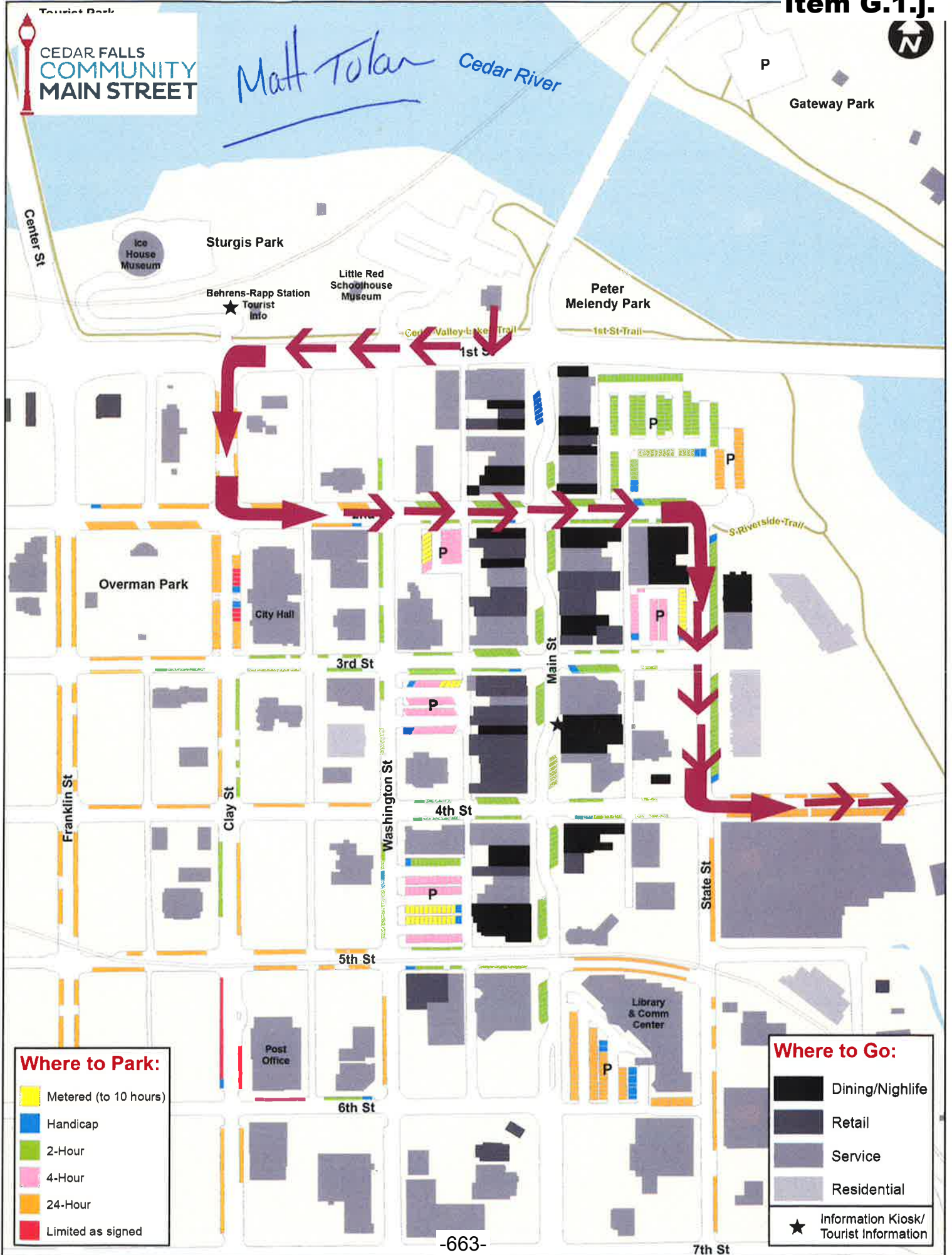
7th St

Where to Park:

- Metered (to 10 hours)
- Handicap
- 2-Hour
- 4-Hour
- 24-Hour
- Limited as signed

Where to Go:

- Dining/Nightlife
- Retail
- Service
- Residential
- Information Kiosk/
Tourist Information






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 T. Brown and City Council
FROM: David Sturch, Planner III 
DATE: May 3, 2018
SUBJECT: Temporary Sign Request
College Hill Arts Festival

This office received the attached request from the College Hill Arts Festival to install temporary signs to advertise this year's event. The festival is on June 15th and 16th and located at the corner of College Street and W. 23rd Street.

The College Hill Arts Festival requests permission from the City of Cedar Falls to place promotional signs during the second week in June. The signs will be a typical "realtor's" sign measuring 24" wide by 32" tall located at various intersections throughout the city. The signs will be displayed on Tuesday, June 12, 2018 and be removed on Sunday, June 17, 2018. The signs will be placed in a location that will not obstruct the vision of motorists.

The Department of Community Development recommends approval to display the temporary signs at various locations on June 12, 2018 through June 17, 2018 for the College Hill Arts Festival.

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

xc: Karen Howard, Planning & Community Services Manager

Item G.1.k.

April 15, 2018

The Honorable Jim Brown
Mayor's Office
220 Clay Street
Cedar Falls, Iowa 50613

Dear Mayor Brown:

I am writing to request permission to place eighteen (18) yard signs on various street corners within the City of Cedar Falls to help publicize the 40th annual College Hill Arts Festival being held June 15-16. We would like permission to place the signs on Tuesday, June 12th. They will be removed on Sunday, June 17th.

I am asking you to forward this request to the Cedar Falls City Council for their formal approval. Please contact me at the numbers below if you have questions about this request or if we need to make any other arrangements to receive permission.

We look forward to working with you on this community endeavor and thank you for your attention to this request.

Sincerely,

COLLEGE HILL ARTS FESTIVAL

Mary-Sue Bartlett

Mary-Sue Bartlett, Co-Chair
319.240.5679
Mary-suebartlett@cfu.net

cc: Mr. David Sturch, Code Enforcement Manager

2018 College Hill Arts Festival

June 15-16, 2018

Proposed location of 18 yard signs

1. First Street & Magnolia Drive
2. First Street & Hudson Road
3. 12th Street & Hudson Road
4. 18th Street & Hudson Road
5. 23rd Street & Hudson Road
6. University Avenue & Hudson Road
7. Viking Road & Hudson Road
8. University Avenue and College Street
9. First Street & Main Street
10. 12th Street & Main Street
11. 18th Street & Main Street
12. University Avenue & Main Street
13. Greenhill Road & Highway 58
14. Viking Road & Highway 58
15. University Road & Waterloo Road
16. Rainbow Drive & Rownd Street
17. University Avenue & Cedar Heights Drive
18. Cedar Heights Drive & Greenhill Road

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 Fareway Stores, Inc. # 974

Physical Location Address 214 N. Magnolia Drive City CEDAR FALLS ZIP 50613

Mailing Address 214 N. Magnolia Drive City CEDAR FALLS State IA ZIP 50613

Business Phone Number 319 277-6858

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP

Name of sole proprietor, partnership, corporation, LLC, or LLP Fareway Stores, Inc.

Mailing Address PO Box 70 City Boone State IA ZIP 50036

Phone Number 515-433-5336 Fax Number 515-433-4416 Email twilson@farewaystores.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) FREDERICK R. GREINER

Name (please print) _____

Signature *Frederick R. Greiner*

Signature _____

Date 4/13/18

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

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.I.

Instructions on the reverse side

For period (MM/DD/YYYY) 07 1 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 Happy's Wine & Spirits
Physical Location Address 5925 University Ave City Cedar Falls ZIP IA 50613
Mailing Address 5925 University Ave City Cedar Falls State IA ZIP 50613
Business Phone Number 319-277-1463

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP Happy's Wine & Spirits, LLC
Mailing Address 314 Windy Ridge Rd City Cedar Falls State IA ZIP 50613
Phone Number 319-290-1490 Fax Number 319-277-1438 Email famliz@cfu.net

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) Thomas R. Ambiz Name (please print) _____
Signature Thomas R. Ambiz Signature _____
Date 4/18/18 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

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

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 Hy-Vee, Inc. DBA Hy-Vee
Physical Location Address 6301 University Ave City Cedar Falls ZIP 50613
Mailing Address 5820 Westown Parkway City West Des Moines State IA ZIP 50266
Business Phone Number 319-266-7535

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP Hy-Vee, Inc.
Mailing Address 5820 Westown Parkway City West Des Moines State IA ZIP 50266
Phone Number 515-267-2874 Fax Number 515-559-2467 Email jrusso@hy-vee.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) Jeff Pierce Name (please print) _____
Signature  Signature _____
Date 4/20/18 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

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.I.**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 Hy-Vee, Inc. DBA Hy-VeePhysical Location Address 6527 University Ave City Cedar Falls ZIP 50613Mailing Address 5820 Westown Parkway City West Des Moines State IA ZIP 50266Business Phone Number 319-266-3451**Legal Ownership Information:**Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP Name of sole proprietor, partnership, corporation, LLC, or LLP Hy-Vee, Inc.Mailing Address 5820 Westown Parkway City West Des Moines State IA ZIP 50266Phone Number 515-267-2874 Fax Number 515-559-2467 Email jrusso@hy-vee.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) Jeff Pierce Name (please print) _____Signature  Signature _____Date 4/20/18 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

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

Instructions on the reverse side

For period (MM/DD/YYYY) July 1 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 Conacious Food LLC / King Store
Physical Location Address 2228 Lincoln St City Cedar Falls ZIP 50613
Mailing Address 2228 Lincoln St City Cedar Falls State IA ZIP 50613
Business Phone Number 319-277-941

Legal Ownership Information:

Type of Ownership: Sole Proprietor [] Partnership [] Corporation [] LLC [x] LLP []
Name of sole proprietor, partnership, corporation, LLC, or LLP Muhammad Bhatti
Mailing Address 2222 W 3rd St City Cedar Falls State IA ZIP 50613
Phone Number 319-610-7612 Fax Number Email

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 [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 [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) Muhammad Bhatti Name (please print)
Signature Signature
Date 04/22/2018 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 [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.I.



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 Metro Mart #3
Physical Location Address 103 Franklin Street City Cedar Falls ZIP 50613
Mailing Address P.O. Box 66 City Waterloo State IA ZIP 50704
Business Phone Number 319-266-5857

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP Metro Fuel Inc.
Mailing Address P.O. Box 66 City Waterloo State IA ZIP 50704
Phone Number 319-236-0997 Fax Number 319-234-5819 Email metrofuel IA@yahoo.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) N.S. Annis III Name (please print) _____
Signature [Signature] Signature _____
Date 4/19/2017 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

Instructions on the reverse side

For period (MM/DD/YYYY) 7/1/2018 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 Music Station
Physical Location Address 1420 W 1st St. City CEDAR FALLS ZIP 50613
Mailing Address P.O. Box 420 City JAMESVILLE State IA ZIP 50647
Business Phone Number 319-277-7222

Legal Ownership Information:

Type of Ownership: Sole Proprietor [] Partnership [] Corporation [x] LLC [] LLP []
Name of sole proprietor, partnership, corporation, LLC, or LLP Music Station, Inc.
Mailing Address P.O. Box 420 City JAMESVILLE State IA ZIP 50647
Phone Number 319-987-2790 Fax Number 319-987-2663 Email

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 [] 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 [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) KEN MILLER Name (please print)
Signature [Signature] Signature
Date 4-28-18 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.I.



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 BSC INC (PRIME MART)
Physical Location Address 2323 MAIN ST City Cedar Falls ZIP 50613
Mailing Address 2323 MAIN ST City Cedar Falls State Iowa ZIP 50613
Business Phone Number 319-268-4100

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP BSC INC. DBA Prime MART
Mailing Address 2323 MAIN ST City Cedar Falls State Iowa ZIP 50613
Phone Number 319-268-4100 Fax Number _____ Email _____

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) SHARAD CHATTA Name (please print) _____
Signature [Signature] Signature _____
Date 4-24-18 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

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

70-014a (06/22/17)

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 The Landmark
Physical Location Address 107 main st. City CF ZIP 50613
Mailing Address 107 main st. City CF State IA ZIP 50613
Business Phone Number 319 553 0106

Legal Ownership Information:

Type of Ownership: Sole Proprietor [] Partnership [] Corporation [x] LLC [] LLP []
Name of sole proprietor, partnership, corporation, LLC, or LLP KIRAM CO LLC
Mailing Address 107 main st. City CF State IA ZIP 50613
Phone Number 319 553 0106 Fax Number [] Email []

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 [] 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) Mark Showalter Name (please print) Kassie Walton
Signature [Signature] Signature [Signature]
Date 4/19/18 Date 4/20/18

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.I.



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

https://tax.iowa.gov

Instructions on the reverse side

For period (MM/DD/YYYY) 06 / 30 / 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 Walmart Inc. / Walmart #753

Physical Location Address 525 BRANDILYNN BLVD City Cedar Falls, IA ZIP 50613-7416

Mailing Address 508 SW 8th St. Dept. 8916 City Bentonville State AR ZIP 72716-0500

Business Phone Number (319) 277-6391

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP

Name of sole proprietor, partnership, corporation, LLC, or LLP Walmart Inc.

Mailing Address 508 SW 8th St. Dept. 8916 City Bentonville State AR ZIP 72716-0500

Phone Number (479)277-4656 Fax Number (479)204-9864 Email cynthia.montero@walmart.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 Retail

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) Andrea Lazenby

Name (please print) _____

Signature 

Signature _____

Date 6/19/18

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

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

70-014a (06/22/17)



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 2, 2018
Re: Beer/Liquor License Applications

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

Name of Applicants:

- (1) Tobacco Outlet Plus, 4116 University Avenue, Class C beer - renewal.
- (2) Hy-Vee Clubroom, 6301 University Avenue, Special Class C liquor - renewal.
- (3) Berk's Main Street Pub, 207 Main Street, Class C liquor - renewal.
- (4) Suds & Suds Circle Pizza, 2223 1/2 College Street, Class C liquor & outdoor service - renewal.
- (5) Sturgis Falls Celebration, Island Park Beach House, Class B beer & outdoor service - 5-day permit.
- (6) Sturgis Falls Celebration, Gateway Park, Special Class C liquor & outdoor service - 5-day permit.



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: May 4, 2018
SUBJECT: FY19 Goals

Each year after the Council completes the goal setting sessions, detailed goals for the new fiscal year are finalized. Attached are the goals for FY19. This document takes the goals from the prior year and implements any new goals or changes in the current goals based on policies discussed by the Council in developing the CIP, the budget and establishing other priorities for the upcoming year.

After adoption, the goals are included in the budget document to be used as a reference during the fiscal year.

If you have questions regarding the goals, please feel free to contact me.

**CITY OF CEDAR FALLS
CITY COUNCIL GOALS, SHORT TERM FINANCIAL PLAN & WORK PROGRAM
FOR FISCAL YEAR 2019**

MISSION

MAINTAIN AND IMPROVE THE SAFETY AND DESIRABILITY OF CEDAR FALLS THROUGH THE EFFICIENT DELIVERY OF PUBLIC SERVICES, AND THE ONGOING PRACTICE OF OPEN COMMUNICATION AMONG COUNCIL, STAFF, MAYOR, AND THE CITIZENS.

ORGANIZATION GOAL 1

Continue to provide a representative system, which identifies and anticipates concerns, problems, and opportunities, which are effectively addressed with thoughtful and decisive governmental actions.

Supporting Policies:

- Set policies and guidelines, which provide broad direction to administrators who formulate management decisions to provide efficient service offerings and operations.
- As a policy-making body, interpret community needs and values and convey them to City staff through consistent legislative and policy actions.
- Continue to provide a forum for public input related to City actions through open public meetings, hearings, committees, commissions, task forces, and local access cable television.
- Develop cost effective methods of informing the public of available ways to provide input to encourage wider participation in the various boards, commissions, task forces, and other support groups providing input to the City.

Long Term & On-going Objectives:

- Continue to hold an annual joint meeting with Cedar Falls Utilities to discuss the impacts and strategies to deal with the on-going transfer of Utility funds in lieu of property taxes, franchise fees, use of right-of-way, TIF reimbursement, and support of entrepreneurship
- Hold joint meetings with policy making City boards such as the Library Board and the Planning & Zoning Commission.
- Consider holding when timely, joint meetings with the Waterloo City Council, Black Hawk County Supervisors, Cedar Falls Community School District and the University of Northern Iowa.
- Encourage the professional development of City Council members and advisory boards by providing staff facilitated work sessions, training sessions and innovative project presentations from other cities.

Item G.2.a.

- Explore the potential of intergovernmental cooperation options with Waterloo, CFU, UNI, the County or other governmental bodies. Examples include: art & culture services, airport operations, public safety services, transit systems, economic development coordination, emergency response, sewer infrastructure, shared facilities or equipment.
- Continue work on joint CFU, Cedar Falls Schools and UNI projects.
- Continue to support community organized Blue Zones project through annual updates from Blue Zones representatives.
- Continue to develop 10-year community strategic plans at 5-year intervals.

FY19 Detailed Objectives:

- Metro area objectives:
 - City of Waterloo
 - Support the creation of a Regional Airport Authority, if initiated and supported by the City of Waterloo.
 - Support the Police and Fire Chief level discussions expressing City support for the development of Fire and Police mutual aid agreements with the City of Waterloo that promote faster emergency response times and the reduction of callback expenses for both cities.
 - Promote the development of a metro fire station location study.
 - Common legislative goals
 - Waterloo use of Cedar Falls' refuse transfer station
 - Cooperative efforts to upgrade the consolidated public safety dispatch system and look for alternatives to keep dispatch costs low.
 - Cooperative use of sanitary sewer systems based on natural gravity flow basins
 - Cooperative sewer regionalization study
 - Monitor the efforts and benefit of regional economic development organizations.
 - Continue participation in the Cedar Valley Alliance to ensure Cedar Falls external marketing interests are best served.
 - Continue to monitor all economic development agencies (Community Main Street, College Hill Partnership, and Cedar Valley Alliance) to determine if cash subsidies result in services of value to Cedar Falls citizens and businesses.
 - Continue to maintain a Cedar Falls Visitors and Tourism Bureau.
 - Continue to coordinate marketing and programming efforts between the UNI, Cedar Falls and Waterloo Visitors and Tourism Bureaus for all Metro tourist events.
- University of Northern Iowa objectives:
 - Enhance communication with the University of Northern Iowa to address public safety issues, parking, College Hill neighborhood issues, equitable payment for

City services, sharing of facilities and the elimination of duplicated governmental services.

- Specifically study with UNI management staff the development of shared service contracts that involve policing, fire protection, dispatch, street maintenance, utilities, and recreational facility development or usage.
- Continue to coordinate the development of new City open field recreational uses with UNI to minimize the purchase of additional land allowing City funds to be used for site development.
- Cedar Falls Schools objectives:
 - Encourage the Cedar Falls Schools to maintain an elementary school in northern Cedar Falls consistent with the Northern Cedar Falls Citizens Visioning Committee recommendations.
 - Assist the Cedar Falls School District with infrastructure improvements that create parking areas, joint City/Schools playgrounds, building expansion areas and resolution of drainage problems at the North Cedar School site.
 - Develop designs near public schools, which improve parking and pedestrian traffic conditions similar to Orchard Hill, Southdale, and Lincoln Schools.
 - Coordinate with the Cedar Falls Schools the completion of the new neighborhood elementary school and park and a new or remodeled high school. As part of the process, identify existing local, county and state of Iowa public facilities, programs and property to minimize duplication of services.
- Cedar Falls Utilities objectives:
 - Annually consider repaying eligible CFU expenses (if excess TIF revenues exist) for projects they have completed in City TIF districts, subject to, CFU maintaining a fair and updated annual transfer that equitably compensates the City for return on investment from City ownership, property taxes, franchise fees and use of ROW.
 - City staff members are directed to certify the maximum amount of legally incurred TIF debt annually by December 1 for all completed City and CFU construction work within the Industrial Park TIF District to better position the City and CFU financially.
 - Support CFU in the implementation of their water service programs as they are the sole governmental entity authorized by code to provide these services.
 - Implement public water special assessment programs if requested by CFU to install a public water system in unserved areas such as northern Cedar Falls, Viking Place, Horseshoe Drive and other rural areas, if requested and financially supported by the majority of benefited property owners.
 - The City will commit CDBG funds to pay for service line connection for all residents who are income eligible and property taxes to pay for fire hydrants (consistent with the Cherrywood subdivision policy); CFU will pay for all water line over-sizing and property owners will be responsible for all other expenses, less any other funding sources.
- Local governance objectives:

Item G.2.a.

- Maintain the issuance of the Mayor’s “Updates” to include the status of accomplishing City Council priorities, major projects, upcoming activities and key information.
- Maintain a program for orientation of new City Council members, including “Frequently Asked Questions,” as suggested by City Council members.
- Develop an “action plan” for accomplishing the City Council’s planning goals. The action plan should define the steps that would be needed to accomplish each goal, identify who is responsible for implementation, and establish a timeline for implementing the goals on a quarterly basis.
- Continue to incorporate into council agenda memos how the item being presented fits into the City Council’s goals and priorities.
- Develop a listing of governmental units, neighborhood groups and outside agencies that Council members would like to periodically meet with to discuss common interests.
- Hold a meeting with a facilitator, the Mayor, City Council members and key staff to discuss goal-setting process/potential changes in format prior next year’s goal-setting sessions.
- Hold several special worksessions on off council meeting Mondays to discuss larger policy issues, including Complete Street policy, stormwater issues, capital improvement program policies, and Strategic Plan implementation.

ORGANIZATIONAL GOAL 2

Maintain and improve effective communications and marketing programs for the citizens of Cedar Falls.

Supporting Policy:

- The City will continually explore and evaluate improved methods of communication with its citizens for the purpose of informing them of its activities and accomplishments.

Long Term & On-going Objectives:

- Continue to investigate ways to increase the use of city newsletter, website, cable television, social media and fiber optics technology to communicate with the citizens of Cedar Falls.

FY19 Detailed Objectives:

- Annually hold a City Council work session with representatives of neighborhood associations to discuss issues, concerns and priorities. The joint work session will allow neighborhood groups to hear from each other the range and scope of competing interests that must be weighed by the City Council.
- Continue to discuss annually during goal setting the costs and benefits of conducting a city wide citizen survey to gain input on city services provided to citizens.
- Maintain emergency response plans that:

- Provide for flood evacuation plans for northern Cedar Falls, downtown areas and other properties located on flood-prone tributaries.
- Provide maps and charts for public distribution that illustrate when select events occur during flooding.
- Provide text, phone or e-mail methods of providing notices to citizens of emergency events.
- Provide door-to-door notifications by firefighters.

ORGANIZATIONAL GOAL 3

Deliver public services in a cost effective, efficient, professional, and timely manner.

Supporting Policy:

- Ensure that the community's health, safety, and welfare are protected through the provision of essential, cost-effective public services.

Long Term & On-going Objectives:

- Continue to monitor the City's capacity to provide adequate maintenance of its growing infrastructure. Maintain a long-term maintenance plan, including a contingency plan to respond to reductions in maintenance funds if encountered in the long term.
- Continue to identify and investigate appropriate activities/services for privatization.
- Continue offering an annual street repair program with RUT and LOST available revenues.
- Annually ensure that basic municipal services (police, fire, parks, sewers, roads, refuse collection) are offered while constantly developing methods of increasing efficiency in these essential services.
- Encourage citizen involvement with government to reduce costs. (Examples include: picking up leaves, moving cars to assist with more efficient plowing of snow, cleaning sidewalks, use of volunteers (examples are: Library, Community Center, Hearst Center, V&T), recycling and police reservists & fire volunteers as supplemental support staffing.)
- Increase the number of alternative staff in police and fire to support full-time staff while improving services and reducing overtime costs by annually recruiting new citizen reservists, volunteers, public safety officers, and paid on call City staff.
- Periodically conduct an evaluation of the costs and benefits of participation in the Consolidated Dispatch Center and CJIS. Determine the fair share of costs that should be assigned to Cedar Falls while working toward a "county funded" system in the long-term.
- Maintain the Police Community Service Officer program to help supervisory personnel with office duties, allowing supervisors to work closer with the public and provide direction in the field supervision of down-line employees.
- Maintain staffing levels in all departments that reduce overtime by matching staffing levels to specific service demands as opposed to predetermined rigid standards.

Item G.2.a.

FY19 Detailed Objectives:

- Expand the City's Public Safety Officer (PSO). Review the need for expanding the Paid-on-Call (POC) program appropriately for each division as the PSO program's success may change the needs on the fire side. Review and expand other cross-training programs, such as the police reserve program.
 - Actively solicit and encourage Police and Fire employees to participate in the POC and PSO program or other cross training programs because their availability from shift increases the range of time they are readily available.
 - Expand the use of PSO's and POC's to adequately staff fire stations without adding full-time staff or overtime expenses.
 - Ensure that all PSO's, POC's, reservists, Community Service Officers (CSO) and volunteers are treated as equals and with respect.
- Continue the use of supervisor performance measurement tools that hold first line supervisors accountable for daily staffing decisions.
 - Ensure that weekends and holidays for shift personnel are fully scheduled productive "work days."
 - Continue to manage fire shift overtime in the present manner that has reduced unneeded callbacks or staff scheduling that has reduced this expense with the use of volunteers, PSO's, POC's, part-time staffing or other cross trained positions. (Also see Goal 1, seeking to expand mutual aid agreements with the City of Waterloo to cover calls while select fire stations are deployed by either city.)
 - Reward via the performance pay system supervisors who successfully respond to workload demands with decisions that adequately protect the safety of employees and the public while prudently spending tax dollars that are devoted to overtime and callback expenses.
 - Negotiate collective bargaining contractual terms that allow the City to implement in Public Works and Parks 4-day, 10-hour workweeks to increase efficiency of operations, as appropriate.
 - Fully exercise management rights to schedule full staffing to avoid overtime expenses on days where known special events (i.e. Sturgis Falls & UNI Homecoming) will tax personnel resources.
 - Utilizing "calls for service", geographic location, population, roadways, response time data, and other data to evaluate the best locations for fire stations city-wide and determine if more cost efficient options are available working with and without the City of Waterloo. Maintain a fire station staffing plan that directs personnel to stations where the highest number of calls for service occurs.
- Continue to identify and implement methods designed to better coordinate inspections while enforcing land use, property maintenance codes, rental housing, and zoning and nuisance ordinance violations citywide with cooperative and coordinated actions by the Municipal Operations & Programs, Public Safety Services, Community Development and Finance & Business Operations Departments.

- Maintain the Code Enforcement Officer position in FY19 to enforce parking, property maintenance codes, snow removal, zoning, housing, and building and nuisance codes.
 - Enforce 48-hour parking laws during and following snowfalls, when citizen complaints are filed, when violation is habitual or when the public's safety is compromised.
 - Code enforcement should focus predominantly on health & safety, property maintenance and over-crowding/over-occupancy.
 - Rental inspection should be on a 3-year cycle.
 - Minimum building maintenance code inspections and enforcement have expanded city wide and will continue to include the College Hill area.
- Coordinate and consolidate federally subsidized rental and minimum rental housing inspection duties.
 - Complete any remaining unimplemented consolidated inspection "business processes" to form a system that offers consistent application and interpretation of codes while providing inspection services in a timely and cost effective manner.
 - Complete the restructuring of operations outlined by internal audit that achieves consistency in inspections, improves staffing efficiency, and centralizes accounting processes.
- Enhance Fire Prevention and Suppression programs.
 - Assign Minimum Rental Housing, Section 8 Rental and Commercial Inspection duties to Fire shift personnel whenever possible.
 - Improve community fire safety, without adding new fire stations, vehicles and manpower, by maintaining the annual citywide smoke detector inspection of homes and businesses, recognizing that smoke detectors identify fire hazards at the earliest possible time.
 - Utilizing "calls for service", geographic location, population, roadways, response time data, and other data to evaluate best locations for fire stations city wide and determine if more cost efficient options are available working with and without the City of Waterloo. Ultimately, develop a fire station staffing plan that directs personnel to stations where the highest number of calls for service occurs.
 - Staff stations whenever possible with a combination of career, PSO, POC, part-time, ambulance and volunteer staff.
 - Place firefighter protective gear in police patrol cars for faster response times and develop appropriate procedures and policies related to the use of this gear.
 - Consider expanding the installation of compressed air foam systems (CAFS) in select police vehicles to provide faster fire suppression response times.
 - The Fire Chief is encouraged to exercise his management authorities to implement fire station staffing plans, when timely and encourage the Battalion

Item G.2.a.

Chiefs to use management discretion in determining daily staffing levels using alternative staff.

- Complete the design and construction in FY19 of a combined Public Safety building that would include fire and police operations and would not include additional space for regionalized training or city operated ambulance service.

ORGANIZATIONAL GOAL 4

Equitably allocate the community's resources in a manner which cost effectively accomplishes the City's mission.

Supporting Policies:

- Adopt a balanced budget, which is reflective of the community's economic climate and needs.
- Maintain a budget philosophy based on maintaining self-sufficiency in all of the City's major funds.
- Adopt a Capital Improvements Program annually which coordinates major capital expenditures and is responsive to property tax levies and the City's debt restrictions.
- Maintain a stable property tax rate in FY19, depositing annually funds in excess of operations expenses, including released TIF funds, in a capital reserve account for projects such as public safety center, economic development, public land acquisition, redevelopment or other one-time expenses as approved by the City Council.
- Evaluate each newly proposed service to determine the cost, relative importance and value of each service. Utilize these reports to determine the presence of unnecessary duplication within and among the various programs offered or sponsored by the City.
- Study methods of saving energy within City operations and implement changes where it is determined to be cost effective.
- Cash Reserves
 - The City will maintain an unreserved balance at year-end at a level determined by Council to meet cash flow requirements, emergency needs, and bond rating criteria.
 - The minimum criteria shall be:
 - Maintain a General Fund cash balance of 15-25%, allowing for the seasonal cash flows. The City Council established Resolution 9054 that the General Fund balance be maintained between 15 and 25% and preferably at the 20-25% level.
 - The Refuse Fund at 20-30%, but no less than \$500,000.
 - The Sewer Fund at 65-75%, but no less than \$1,500,000.

- The Street Fund at 20-30%, but no less than \$1,000,000.
- The Storm Water Fund at 10-20%, but no less than \$200,000.
- The City will establish an emergency fund and begin to consider annually funding it. This fund will help cashflow repairs and staff costs if a catastrophic event would occur.
- Revenues
 - The revenue projection process starts with estimates submitted by the departments for their specific areas. Finance reviews those estimates and makes informed judgments on all revenues City-wide. Prior year's actual and current year-to-date amounts are used to project both the current year and next year's revenues. Information received from the State, County, and Iowa League of Cities is utilized to project revenue trends and anticipated amounts. Finance using conservative interest rate projections, current balances and interest accrual information, projects interest earnings. The City Administrator and the Mayor then review revenues, expenditures and ending fund balances to determine if any revenue adjustments need to be made.
 - Property Taxes
 - The budget of the City of Cedar Falls shall be drawn so that the general tax levy does not exceed limits established by State law.
 - Debt Service Levy
 - Taxes shall be levied each year under the Debt Service Levy in the amount equal to the general obligation principal and interest due in that same year, minus the portion paid by the enterprise funds and Sartori Hospital and Cedar Falls Utilities.
 - Tort Liability Levy
 - The City may levy for the expected costs of property and liability insurance policies and estimated claims losses held by the City.
 - Employee Benefits Levy
 - The City shall use the Employee Benefits Levy for:
 - The City's share of contributions to police and fire pension and retirement systems, at rates determined by the State of Iowa, for currently employed sworn officers.

Item G.2.a.

- The City's share of contributions for employee benefits budgeted under the General Fund only if the general tax levy is at the \$8.10 maximum. Tax revenues under the employee benefits levy will be receipted into the Trust and Agency Fund and then transferred into the General Fund.
- Emergency Management Levy
 - Levy for the design of an upgrade emergency radio system using the EMA levy.
 - Once designed, support placement of all dispatch, 911 and emergency operation under one County-wide EMA levy.
- Transit Levy
 - Taxes levied under the transit levy shall not exceed the 95-cent limit established by State law. Tax revenues from the transit levy will be receipted into the General Fund.
- Band Levy
 - Taxes levied under the Band Levy shall not exceed the 13.5-cent limit established by State law. Tax revenues from the band levy will be receipted into the General Fund.
- Library Levy
 - Taxes levied under the library levy shall not exceed the 27-cent limit established by state law. Tax revenues from the library levy will be used to support the library. Approximately 50% of the levy will be used for new materials and services and approximately 50% will be used to lower general fund support to the library.
- Other City Taxes
 - Sales Tax: The City of Cedar Falls collects an additional 1% in local option sales tax. The revenues and expenditures under this program are recorded in a separate fund.
 - Hotel/Motel Tax: The City currently has a 7% hotel/motel tax with 50% of the income generated by the imposition of the tax being devoted to the Visitors and Tourism Division. The other 50% is devoted to programs related to parks, lakes, trails, and recreational/cultural facilities.
- Fees and Charges
 - The City will establish fees and charges, in accordance with revenue bond requirements or for covering all or part of the related costs of providing the

services. The City will review fees and charges, at a minimum, on a biannual basis.

- Investments
 - The City will invest 100% of idle funds and will obtain the best possible return on all cash investments within the limits of the State law.
- Intergovernmental Revenue
 - Revenues from local, State and Federal governments will be used according to the restrictions or intent placed on each.
- Additional Revenue Sources
 - The City will continue to search for additional revenues as a method of balancing its budget.
- Expenditures
 - Current Service Level: Maintaining the current level of services will receive first priority for funding.
 - Cost Effective Programs: The City will encourage technology and capital investment programs, which are cost effective and reduce operating expenses.
 - Infrastructures and Equipment: The City will continue the scheduled level of maintenance and replacement for its infrastructure and equipment.
 - Local Option Sales Tax: The City will continue to spend 100% of the local option sales tax proceeds on street repair in accordance with the stipulations set by the voters and City Council resolution. City Council Resolution 15,596 provides that, "Zero percent (0%) of said local sales and services tax is to be used for property tax relief. One hundred percent (100%) of the revenue generated in the City of Cedar Falls, Iowa during each fiscal year from said local sales and services tax is to be allocated for reconstruction, repair or replacement of existing streets, curbs, structures, storm sewers and sanitary sewers as they relate to streets within the corporate limits of the City of Cedar Falls, Iowa and not as replacement funds for the present funding levels, as authorized by the City Council of the City of Cedar Falls, Iowa.
 - Reductions: To balance the budget, the City will attempt to avoid service reductions. If the situation arises, consideration will be given first to alternatives, which avoid employee layoffs, resist cuts in service and establish user fees. If reductions are necessary, parameters for downsizing shall ensure that (1) no essential service be eliminated; (2) service with high public visibility and exposure remain intact, and (3) reductions be made in internal functions as a first priority.

Item G.2.a.

- Long-Term Debt
 - Purpose of Debt: Debt will fund the design, inspection and construction of capital improvement projects; it will not be used for annual operating expenses.
 - Debt Limit: The total general obligation debt will not exceed 5% of the total assessed value of real property.
 - Debt Issuance: The issuance of new debt shall not exceed a replacement debt level. Whenever possible, existing debt should be refinanced to secure the lowest possible interest costs.
 - Utilize self-financing where allowed or use of cash to fund one-time projects if excess cash reserves exist.
- Capital Improvement Program Financial Policies
 - The Capital Improvements Program (CIP) is a planning document and does not authorize or fund projects. The projects listed in the CIP are summarized in the capital projects program. The CIP is prepared by the Finance & Business Operations Department, is reviewed by the City Administrator, Mayor and Department Directors, approved by the Planning and Zoning Commission with final approval by the City Council. Detailed descriptions and a summary of the CIP are located in the Capital Improvement Program section of this document.
 - Following is a list of policies pertaining to the Capital Improvements Program:
 - The City will make all capital improvements in accordance with an adopted capital improvements program.
 - The City will develop a multi-year plan for capital improvements and update it annually.
 - The City will enact an annual capital budget based on the multi-year capital improvement plan. Future capital expenditures necessitated by changes in population, changes in real estate development, or changes in economic base will be calculated and included in capital budget projections.
 - The City will coordinate development of the capital improvement budget with development of the operating budget. Future operating costs associated with new capital improvement will be projected and included in operating budget forecasts.
 - The City will use intergovernmental assistance to finance only those capital improvements that are consistent with the capital improvement plan and City priorities and whose operating and maintenance costs have been included in operating budget forecasts.

Item G.2.a.

- The City will maintain all its assets at a level adequate to protect the City's capital investment and to minimize future maintenance and replacement costs.
- The City will project its equipment replacement and maintenance needs for the next several years and will update this projection each year. From this projection a maintenance and replacement schedule will be developed and followed.
- Equipment or projects that have a projected life span less than a bond's maturity will not be financed by the sale of general obligation bonds.
- General obligation bonds or revenue bonds will not be utilized to finance on-going operating expenses.
- The City will determine the least costly financing method for all new projects.
- Maintain a long-term financial plan to address inadequacies in "City managed" infrastructure in unserved areas of the City and progressively add them to the CIP when cost effective and if consistent with long range growth plans.
- Adoption of the CIP shall however maintain a debt management strategy that emphasizes the protection of at least 25-30 percent of the City's debt capacity.
- Develop a plan that addresses competing projects, priorities and timing to meet this objective jointly by soliciting input from the Planning and Zoning Commission to ensure that projects are timely, unduplicated and supportive of long-range plans.
- The issuance of new debt shall not exceed a replacement debt level. (Typically ranging from \$3.0 - \$4.0 million dollars every other year with CFU utilizing the City's bank qualified financing capacity in off bond sale years.)
 - In 2018, budget for a \$3.0 - \$4 million dollar GO bond sale.
 - Not use GO funding towards University Avenue project. Local Option Sales Tax funds and additional road use tax funds received from the state will be used towards this project.
 - Use flood reserve funds for the projects that were identified on the CIP.
- Incorporate when timely, properly planned, safely engineered and financially feasible and design appropriate street and growth concepts in the planning and design of all capital projects.
 - Additional General Fund financial support for annual maintenance expenses to better landscape public roadways should be considered. (Also addressed below in the Annual Budget Financial Policies)

Item G.2.a.

- Adopted FY19 CIP priority projects:
 - General Obligation Bonds
 - Bridge Replacements (\$.45 million)
 - Cedar River flood levee (\$.03 million)
 - Cedar River recreation improvements (\$.74 million)
 - Infrastructure oversizing (\$.30 million)
 - School site park & street (\$.80 million)
 - Greenhill Road extension (\$2.17 million)
 - Greenhill Corridor Lighting (\$.25 million)
 - Greenhill Road & South Main intersection improvements (\$.64)
 - Main Street Reconstruction (\$2.35 million)
 - West 1st Street (\$.64 million)
 - Storm water improvements & drainage improvements (\$.20 million)
 - Cemetery road construction (\$.05 million)
 - Pickle ball and tennis courts (\$.06 million)
 - Project seeding (\$.11 million)
 - Roof additions to park restrooms (\$.03 million)
 - Trails, trail safety repairs, and sidewalks (\$1.18 million)
 - Traffic signal (\$.33 million)
 - Fire bunker gear (\$0.09 million)
 - Fire engine replacement (\$.50 million)
 - Issuance expenses (\$0.54 million)
 - Total = \$11.46 million (*Assumes: 1st St. (LOST), Viking Interchange (TIF) and University Avenue 3rd Phase (TIF)*)
 - TIF
 - Cedar River flood levee
 - Dry Run Creek Sanitary Sewer Improvements
 - Entrepreneur incentives
 - River Place development
 - US 58 Interchange
 - University Avenue 3rd Phase
 - Viking Road Extension
 - Landscaping, alleys, brick replacement, wayfinding signage, parking, & utility improvements associated with streetscape improvements in Downtown and College Hill.
 - LOST
 - Annual resurfacing
 - Annual reconstruction
 - Seal coat
 - West 1st Street
 - Cedar Heights Drive
 - Center Street improvements
 - Greenhill Road improvements

- University Avenue
- Permeable Alley Program
- Bridges/culverts
- Main Street Reconstruction

- Sewer Fund
 - WWTP
 - Nutrient Removal/Facility Plan
 - Slipline sewers
 - I&I reduction
 - Dry Run Creek sanitary sewer
 - Oak Park sewer replacement
 - University Avenue
 - West 1st Street
 - Sewer equipment
 - Infrastructure oversizing
 - Facility Master Plan Update
 - Regionalization Study

- Refuse Fund
 - Refuse trucks
 - Recycling site expansion

- Road Use Taxes (Street Construction Fund)
 - Street equipment
 - Permeable Alley program
 - University Avenue
 - Signalized intersection upgrades
 - Traffic planning studies

- Flood Reserve Fund
 - Cedar River recreational improvements (\$1.0 million)
 - Center Street improvements (\$.5 million)
 - Flood Recovery (\$.4 million)

- Annual Budget Financial Policies
 - Implement the following FY19 budget practices:
 - Continue to maintain the practice of not relying on State operating assistance (including backfill after FY17) by using State aid, if provided, to fund one-time capital expenditures or non-reoccurring expenses.

 - In FY19, if budget reductions are required, all City services should be prioritized. This will allow for the most cost effective use of Federal Aid to pay eligible “essential” service operating expenses as, if the operating expenses are not reoccurring or if more efficient staffing can be achieved.

Item G.2.a.

- In FY19, continue the practice of reducing City financial aid to outside agencies if funding shortfalls are damaging the provision of essential services. Retain the practice of giving agencies notice annually of the anticipated elimination of funding the following fiscal year.
- Budget cuts imposed by the State of Iowa have forced State, University, County, School and other non-City service agencies to seek City financial support. Requests for aid from any group will only be considered once annually during the annual budget process. Mid-year requests will be deferred to the next fiscal year unless they are emergency in nature. Financial aid will only be provided if there is not financial hardship on City offered essential services and the services proposed are not duplicated.
- Applications for City funding support from UNI will only be accepted from the Vice President of Administration and Finance once annually. This process ensures that all UNI projects or programs seeking City financial aid have been approved by UNI management and prioritized.
- Develop the FY19 budget, limiting tax increases to no more than the rate of inflation for controllable costs.
- Dedicate future accumulating cash generated by mid-year budget reductions for one-time future expenses such as the Public Safety building or other capital projects.
- Dedicate TIF release dollars generated by expired TIF areas to future economic development projects.
- Continue to analyze cost savings initiatives:
 - Evaluate cost-effective alternatives to keep City departments staffed and functional.
 - Continue the review of open positions as they occur.
 - Succession planning.
 - Public Safety Officer (PSO) program and alternative employment practices (e.g. P.O.C or other cross training programs.).
 - Explore sharing services with other jurisdictions.
 - Investigate the concept of a fee for services for public safety responses.
 - Study privatization of all city services.
- City staff members are directed to certify the maximum amount of legally incurred TIF debt annually by December 1st for all completed City and CFU construction work within the Industrial Park TIF District to better position the City and CFU financially.
- Escrow funds annually to pay accrued liabilities. The City will address annually these commitments by budgeting and depositing in a restricted account funds to pay these liabilities when they occur. By policy the City will not unfund these liabilities. (Escrow accounts include severance, payroll, liability insurance,

vehicle replacement, data processing, workmen's compensation, long-term disability and all pensions.)

- Implement user fees for specific City services and evaluate the wisdom of implementing State authorized tax levies for statutory services, if the General Funds experiences financial limitations.
- Determine if yard waste collection programs need to be altered or expanded based on the efficiency of material collection, customer satisfaction and general cost efficiency.
 - Re-evaluate City-operated leaf vacuum collection rates to determine if they are set at levels that encourage property owners with small volumes of leaves to compost, mulch or utilize “City” container disposal methods; but ensure that the rate offers a cost effective option for property owners who must dispose of large volumes of leaves.
 - Evaluate how the expansion of the hours of operation for the yard waste drop off site have impacted revenues and expenditures.
 - Continue the City’s marketing and public relations program that encourages environmentally safe methods of yard waste disposal and clearly informs citizens of the rules that must be abided by under the no burning ordinance.
- Review sewer rental fees to ensure that sufficient revenue exists in the next several years to pay for EPA mandated treatment plant improvements and other sewer projects.
- Review storm water fees to determine if sufficient fees exist to pay for projected storm water costs outlined in the capital improvement program.
- The Cedar Falls Health Trust Fund shall only budget expenditure of interest income generated by the fund minus an interest income contribution into the fund’s principal equal to the rate of inflation in health care. Principal should only be used in negotiating a development agreement for a new hospital or a health care provider.
- Interest income generated from the 411 Pension reserve fund shall be used to pay the required City contribution to annual 411 expenses. No portion of the principal shall be used for operating purposes.
- Road Use taxes shall only be deposited in the Street Construction fund with their use limited to street operations and maintenance purposes.
- Additional General Fund financial support for annual maintenance expenses to better landscape public roadways should be considered. (Also addressed above in the Capital Improvements Financial Policies)

Item G.2.a.

- Maintain capital and maintenance reserve accounts generated from user fees set aside to pay for future capital repairs or facility replacement of benefit to the users contributing (examples include the Recreation Center, Aquatic Center, Hearst Center, Beach House, Big Woods Campground and golf courses).
- The CFU transfer made to the City in lieu of property taxes shall be deposited in the General Fund to off-set the cost of supplying City services. Transfer funds shall also be set aside in a capital account to finance various one-time capital projects.
- Require that all outside agencies seeking City financial support submit formal applications that are reviewed by a committee of staff members with recommendations forwarded to the Mayor and City Council regarding timely reporting, performance, public benefit, funding options and service priority.
- Maintain liability, work compensation and health insurance reserves as required by law or policy to support the City's self-insurance programs.
- Continue to monitor if the State of Iowa continues to roll back commercial/industrial taxable values without long-term guaranteed backfill funding.
- Evaluate annually the ability of the Library Board to utilize Community Foundation Trust accounts to support select programs, operations and capital needs.
- Budget TIF qualified SSMID funds collected from Downtown and College Hill properties for payment to Community Main Street and College Hill Partnership rather than payment of City TIF debt.

Long Term & On-going Objectives:

- See financial policies referenced in Organizational Goal 4.
- Continue to return City-owned property to the tax base to support revenue and economic development.

FY19 Detailed Objectives:

- Legislative Priorities:
 - Maintain the strategy of utilizing the aid of various lobbying groups, such as the Iowa League of Cities and the City's own lobbyist to influence legislative action related to municipal issues such as home rule, fiscal flexibility, unfunded mandates, reserve restraints (\$8.10 levy, rollback, 411 pension, etc.). Continue to oppose any changes to tax increment financing laws that would impair its use as an economic development tool and continue to support property tax reform initiatives that eliminate the rollback formula that shifts burdens among classes of property.

- Process Issues:
 - Continue to meet with legislators to increase rapport, gain insight into current legislative directions, and to apprise them of the City's problems with revenue generation, as well as the negative impact of unfunded mandates, tax exempt and rollback legislation. Conduct pre- and post-legislative session meetings with area representatives annually.
 - Continue to contract with a professional lobbyist to represent the interests of the City of Cedar Falls.
- State Issues:
 - Support fully funding the state backfill to local governments pursuant to the commercial property tax reduction law passed in 2013.
 - Support initiatives to control all public pension costs by returning the state funding of a portion of the Municipal Fire and Police Retirement System of Iowa (MFPRSI) and increase employee contribution rates on a “prorated basis”, if needed to maintain a solvent pension system.
 - Support initiatives that maintain benefit levels but increase employee contributions to maintain a solvent pension system.
 - Support the changing of the 411 Pension vesting period and elimination of the DROP program.
 - Support the creation of a State legislative study committee to determine if the creation of a State-wide (standardized/centralized) public employee health insurance program would save taxpayers and public employees money without reducing benefits to employees.
 - Support the elimination of employee healthcare benefits as a mandatory subject of collective bargaining by creating a State system.
 - Oppose efforts to eliminate state tax credits that are used for economic development projects including new business development and incumbent business expansion and to preserve historic tax credits.
 - Support the state providing additional funding sources and flexible policies related to water, wastewater, and storm water infrastructure to meet the demands of increased environmental regulation for cities.
- Federal Issues:
 - Federal transportation funding support for the University Avenue and 1st Street projects.
 - EPA funding for federally mandated treatment plant improvements.
 - Support CFU in securing federal grants to increase regional electrical distribution capacity and development or access to redundant fiber trunk services into the greater metropolitan area.
 - Seek changes in EPA/DNR Rules Interpretation: Currently EPA/DNR staff in the Midwest is improperly interpreting rules related to sewer discharges,

Item G.2.a.

particularly during periods of wet weather that can overload treatment plants and collection systems. The result is forcing cities to spend millions of dollars to achieve compliance. The more restrictive federal rule interpretations since 2009 have placed Cedar Falls' otherwise compliant facilities into a frequent violation status that could dictate extreme sewer system and treatment plant designs to address rare wet weather flows. In essence the EPA/DNR has created a situation where many cities (including Cedar Falls) will be in ongoing violation with no reasonable means to achieve compliance. Communities will be forced into large expenditures that have no relationship to environmental needs or technology rule compliance.

- Continue to be a party in the Iowa League of Cities law suit against EPA to seek judicial intervention on rule interpretation detrimental to Cedar Falls.

ORGANIZATIONAL GOAL 5

Preserve the community's physical, human, and aesthetic assets by assuring that "Quality of Life" services are available for the leisure, educational, cultural and personal enrichment of residents.

Supporting Policies:

- Actively support the development of cultural, educational, recreational, and natural features, which make Cedar Falls distinctive.
- Endorse planned community growth, which protects the unique, natural, and historic features of Cedar Falls.

Long Term & On-going Objectives:

- Continue to review and evaluate the ways in which the City and its agencies relate to issues of cultural diversity.

FY19 Detailed Objectives:

- Continue planning for Hearst Center expansion/relocation by first performing a usage study.
- Complete a usage study to determine the viability to continue to design and plan for a Recreation Center expansion
- Complete the following quality of life projects in FY18 – FY20:
 - Implement when financially feasible an enhanced riverfront as a visitor attraction consistent with the Northern Cedar Falls Development Master Plan.
 - Purchase land for future parks in developing areas in association with the Cedar Falls Schools when possible.
 - Assist in the solicitation of grants and development of the Cedar River including dam safety improvements, riverbank improvements, and recreational features.
 - Undertake the second phase of Greenwood Cemetery and Lookout Park Cedar River bank stabilization.

- Complete the All Play Playground project.
- Complete the new pickle ball courts.
- Continue to implement portions of the park master plan for the Big Woods Lake, Gateway Park and Cedar City sites in 2019.
 - Make additional improvements at the Big Woods Campground (cabins, playground, and landscaping) as funding becomes available and as floodplain development ordinances allow.
- Develop and fund from increased hotel/motel tax revenues an annual Street Right-of-Way Beautification Wayfinding signage, bike network signage, and City Entrance Signage & Monument Program.
- Consider recommendations from City staff when alternative designs are appropriate based on safety, roadway efficiency and financially feasible. Typically, these opportunities arise when a street is scheduled for resurfacing or reconstruction allowing the City to address issues involving landscaping, pedestrian movements, transit, bike and vehicular traffic.
- Evaluate portions of the Comprehensive Watershed and Sensitive Lands Study to protect these areas when financially feasible.
- Develop a policy to determine appropriate trails marked for removal of snow and inform public with a map of those trail routes.

ORGANIZATIONAL GOAL 6

Create an environment conducive to economic development.

Supporting Policies:

- Function as a catalyst to encourage and assist businesses to develop and expand in Cedar Falls.
- Continue to support public and private economic development efforts in Cedar Falls and the metropolitan area.

Long Term & On-going Objectives:

- Develop initiatives, when financially feasible, to support the economic development goals contained in the Vision 2025, College Hill Development, Downtown, Northern Cedar Falls Neighborhood Association and Commercial Development plans. Continue to update these plans as needed.
- Implement the long-term plan for the expansion of the City's Unified Industrial Park. This plan should include ways to acquire land and provide adequate infrastructure utilizing cooperative efforts with other groups and agencies (GCVA, CFU, EDA, IDED and IDOT (RISE) see New Objectives in Goal 1 above).
- Continue the plan for strategic purchases of flood prone properties in a systematic manner to retain viable areas based on quality of infrastructure, elevation and contiguousness.

Item G.2.a.

- Prepare on a project-by-project basis an in-depth analysis of the long-term economic benefits vs. public investment/risk for each private/public cooperative economic development venture. (The analysis must conclude that the long-term financial benefit derived by Cedar Falls taxpayers clearly out-weighs the risk of public financial assets.)

FY19 Detailed Objectives:

- Economic development:
 - Offer the same type of economic development incentives as other cities, in an effort to remain competitive.
 - Continue to utilize TIF increment to acquire land and develop the City owned land into marketable industrial lots.
 - Utilize TIF financing as a means to provide cash incentives to developers and business owners, when the request is consistent with adopted City economic development policies.
 - Provide property tax abatement based on current schedules when the project meets adopted job creation and tax base growth criteria.
 - Redevelopment utilizing TIF financing should be considered for projects on College Hill, in the Downtown, and in northern Cedar Falls.
- Comprehensive planning, zoning, engineering and building:
 - Develop a grading ordinance for all new and existing developments.
 - Implement the City's new Comprehensive Plan by maintaining:
 - Design standards that protect urban watersheds by encouraging developers to utilize natural methods of storm water control rather than traditional underground storm water collection and disposal systems.
 - Growth, streets, street connectivity and walkability standards.
 - Encouraging the inclusion of more landscaping on City ROW, if it has a low maintenance expense.
 - Trails and on-road accommodation of bicyclists when safely designed.
 - Develop a revised Cedar Falls Zoning Ordinance. When the ordinance is developed consider:
 - Developing new zoning and traffic control regulations to better control density and parking problems citywide by reducing the number of multiple family and duplex conversions.
 - Requesting that the Planning and Zoning Commission consider new zoning regulation changes that limit or better control the conversion of single-family properties to rental uses as a means of protecting neighborhood stability and character.
 - Requesting that the Planning and Zoning Commission develop new zoning regulations, policies and land use plans that restrict development of non-profit uses on prime commercial sites along arterial streets.

- A Zoning Ordinance (and Subdivision Ordinance) that better accommodates features that encourage mixed uses, variable building setbacks, walkability, sustainability and street concepts.
- Requesting that the Planning and Zoning Commission develop as a part of the new zoning ordinance zoning map areas that are pre-zoned.
 - Select properties for residential development and pre-zone them, in an effort to speed the developmental process, identify neighborhood concerns and form developmental limitations in respond to founded neighborhood concerns.
- Consistent with the Comprehensive Plan support the annexation of additional lands into the City if requested by property owners to support community growth and development.
- Code enforcement and neighborhood preservation:
 - Evaluate annually the performance of the formally adopted the Landlord Accountability Ordinance (LOA).
 - Implement traffic and parking controls City-wide based on the results of community meetings, test cases and specific structural or safety limitations (street width, density, traffic flow and safety).
 - Enforce laws prohibiting illegal parking on private property (front yards and non-conforming lots).
 - Enforce over-occupancy regulations.
 - Continue to utilize parking restrictions on all streets less than 31' in width, based on the need for public safety vehicle accessibility.
 - Analyze, when appropriate, the use of traffic calming devices to solve neighborhood traffic concerns.
 - Maintain a Targeted Minimum Property Maintenance Code Enforcement Program. (Also addressed in Goal 3, FY18 Detailed Objectives.)
 - Consider and implement appropriate ordinances discussed by the Single Family Conversion taskforce that limits the number of converted single family home in neighborhoods.
- Continue to seek ways in which to promote affordable housing including:
 - Review of City construction standards.
 - Determine if existing older homes can provide a market for affordable housing demand.
 - Target potential developers with RFPs if federal or state grants can be secured.
 - Continue a private/public partnership with Habitat for Humanity developing undeveloped or city-owned lots.

Item G.2.a.

- Commercial and Office Development:
 - Support the private development of commercial (retail & wholesale), professional office and industrial expansions to improve the City's residential to commercial/industrial land use mix from an 80/20 assessed value split to a 50/50 assessed value split.
 - Consider development of diagonal on street parking within neighborhoods when it is structurally feasible and results in increased parking in areas where deficiencies exist.
 - Develop Commercial and Business Park Plans along the Relocated Highway 20 corridor and establish a new urban renewal area if appropriate.
 - Support the annexation of property south of US Highway 20, which can be immediately serviced with Cedar Falls water, sewer, police and fire protection, if petitioned by the property owner and establish a new urban renewal area if appropriate
 - Study the future use, ownership and corporate jurisdiction of land along the Highway 20 corridor, including cooperative arrangements with the City of Hudson if petitioned by property owners for annexation.
 - College Hill:
 - Continue to evaluate the impact of the College Hill Overlay District on surrounding neighborhoods.
 - Northern Cedar Falls:
 - Support the development of commercial uses in the NE corner of Lone Tree Road and Center Street and at the Lone Tree Road interchange.
 - Downtown:
 - Develop a downtown parking plan that maximizes the number of on-street and public parking lot spaces in FY19 and consider a pay-for-parking study. Utilize diagonal on street parking when it is structurally feasible and resulting in increased parking in areas where deficiencies exist.
- Industrial Development:
 - Create a new urban renewal area by acquiring additional land in areas that are attractive to the private sector for industrial development yet can be efficiently developed at a low public cost.
 - Reserve TIF increment capacity to allow for the payment of debt incurred by the cooperative construction of an interchange at Viking Road and US 58 between the City and IDOT.
 - Continuing to aggressively repay Industrial Park TIF debt owed to the City debt service, economic development and capital project funds.
 - Annually consider repaying eligible CFU expenses (if excess TIF revenues exist) for projects they have completed in City TIF districts subject to CFU maintaining a fair and updated annual transfer that equitably compensates the City for return on investment from City ownership, property taxes, franchise fees and use of ROW.

- Sartori site:
 - Plan for the redevelopment of the Sartori site using current health trust fund monies.
 - Organize a staff and council committee to determine options and best uses for that site.
- Flood control, storm water, sanitary sewer and water improvement priorities:
 - Completed the river levee upgrade to a 500-year protection level project in FY19. Key areas of improvement will include:
 - Protection of the sewage treatment plant.
 - Protection of CFU (CFU project).
 - Connection of levee walls adjacent to the Western Home (addressed as a part of the CFU levee work).
 - Repair select weakened subsurface at the toe of the existing levee.
 - Complete select “priority” waste water treatment system improvements:
 - Increase sewer rental fees to cover costs of sewer infrastructure improvements.
 - Seek a judicial solution to EPA changes in rules interpretations or begin designing a treatment upgrade, prepare a financing plan, pre-set sewer rental rates and sell bonds to finance the project.
 - Seek federal grants to fund a portion of the project mandated by EPA, during the Alliance visit to Washington D.C.
- Street Improvement priorities:
 - Develop cooperative agreements with the IDOT to improve the following streets using Road Use revenues, Local Option Sales tax revenues, and General Obligation bonds, if necessary:
 - University Avenue (US58 to east city limits) – 2016-2021 construction.
 - 1st Street (Hudson Road to Main Street) – Consider a cooperative agreement similar to the project completed with the IDOT from Hudson Rd. to Union Rd. for construction in 2017-2019. (The majority of the City’s match for the project will be financed with Local Option Sales tax revenues supplemented with General Obligation bonds, if available, for any “Complete Street” initiatives designed into the project.)

ORGANIZATIONAL GOAL 7

Select, train, motivate and retain highly qualified employees who represent the City in a professional manner.

Supporting Policies:

- Provide an employee wage and benefit schedule that is competitive with other municipalities in the state of Iowa and private enterprise in the metro area.
- Maintain clear lines and methods of communication between policy makers and staff.

Item G.2.a.

- Treat employees with respect and expect, in turn, that they will treat citizens with respect.
- Encourage and support management and supervisory employees to be creative and innovative.
- The council supports the process of continuous quality improvement in the city government.

Long Range & On-going Objectives:

- Update in 2018/2019 job classifications with benchmark measurements for plan accuracy.
- Maintain and adequately finance a merit pay system that rewards superior performance in an effort to retain key employees
- Expand public safety officer program and other cross-training programs for employees to improve service without increasing staffing.
- Seek methods of reducing the cost of employee health insurance by altering benefits, seeking greater financial contribution from employees and modify methods of employee health service delivery.

FY19 Detailed Objectives:

- Continue to evaluate whether to fill an opening or proposed newly created position.
- Identify and implement opportunities to restructure, merge, or eliminate unnecessary positions when retirements or vacancies occur.
- Continue to update the city's employment strategies by developing and maintaining multi-year staffing and succession plans.
- Implement and keep up to date the comprehensive pay plan study that was completed in FY18.
- Encourage all employees to utilize the City's wellness program.
- Update the Strategic Staffing Plan to address the impacts of employment attrition, retirements and the use of part-time, PSO's, POC's, reserves, volunteers or other cross training programs to respond to long-term staffing needs.



DEPARTMENT OF MUNICIPAL OPERATIONS & PROGRAMS

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

MEMORANDUM

TO: Mayor Jim Brown and City Council
FROM: Mark Ripplinger, Director, Municipal Operations & Programs
DATE: May 2, 2018
SUBJECT: Amended Beach House 28E Agreement

During the process to reconstruct the Island Park Beach House, a 28E Board between the City and the North Shore Boat Club (NSBC) was established to help govern not only the funding portion of the project, but to help make operating decisions for the facility in the future. As the Council is aware, the NSBC has been a tenant of the facility for more than 50 years and has in the past partnered on numerous building projects on the previous structure. They were also tasked with raising in excess of \$260,000 in private donations for the project.

The current 28E agreement granted advisory power to the Board when the facility was completed. This occurred in October 2015. The 28E board has had several meetings to discuss items related to the Beach House and have worked cooperatively to address several topics. Among recent discussions was the need to amend the current 28E agreement to address the following:

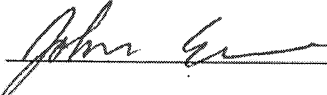
1. Accommodating donations made to the city in the name of the NSBC and how those donations can be applied towards NSBC rental fees.
2. Clarification regarding penalty if a reservation is cancelled within two weeks of the date it is reserved.
3. Inclusion of Exhibit "C", insurance requirements.

The attached document also includes a notice of termination of the previous 28E agreement that has been filed with the State of Iowa. When the new 28E is approved by City Council, the termination notification and the new 28E will be forwarded to the state. Staff recommends that City Council approve the amended 28E Agreement between the NSBC and the City of Cedar Falls. Please feel free to contact me if you have any questions.

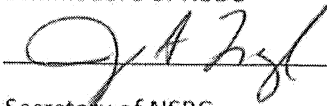
Notice of Termination
Of
COOPERATIVE OPERATIONS 28E AGREEMENT
BETWEEN
THE CITY OF CEDAR FALLS
AND
THE NORTH SHORE BOAT CLUB

Come Now The City of Cedar Falls, Iowa ("City"), and The North Shore Boat Club ("NSBC"), and pursuant to mutually agreed upon terms, hereby terminate the COOPERATIVE OPERATIONS 28E AGREEMENT BETWEEN THE CITY OF CEDAR FALLS AND THE NORTH SHORE BOAT CLUB, filed with the Secretary of State on April 10, 2018, Secretary of State Document # M505252, for the reason that the City and NSBC wish to enter into a new 28E Agreement for the same purpose. Said termination is effective as of the ____ day of _____, 2018. The City and NSBC hereby acknowledge the sufficiency of notice of termination, and waive any irregularities of same.

North Shore Boat Club

By: 
Commodore of NSBC

Date: 5-2-18

By: 
Secretary of NSBC

Date: 5/2/18

City of Cedar Falls, Iowa

By: _____
Jim Brown, Mayor

Date: _____

Attest: _____
Jacqueline Danielsen, City Clerk

Date: _____

Item G.2.b.

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

28E AGREEMENT BETWEEN THE CITY OF CEDAR FALLS, IOWA

AND

THE NORTH SHORE BOAT CLUB

FOR COOPERATIVE OPERATION OF THE CEDAR FALLS BEACH HOUSE

This Agreement is made the _____ day of _____, 2018, by and between the City of Cedar Falls, Iowa, an Iowa municipality (hereinafter "City"), and the North Shore Boat Club, an Iowa non-profit corporation (hereinafter "NSBC").

Recitals

WHEREAS, the City and NSBC previously entered into a Memorandum of Agreement establishing the terms of a cooperative effort to construct a new Beach House to replace the Cedar Falls Beach House that was destroyed in the flood of 2008; and

WHEREAS, pursuant to the terms of said Memorandum of Agreement the new Beach House has been constructed and is fully operational; and

WHEREAS, the City and NSBC acknowledge that each has fully satisfied the terms of said Memorandum of Agreement; and

WHEREAS, the City and NSBC have determined that it is in their best interests and in the best interests of the public to establish rules and procedures for the cooperative use, care and maintenance of the new Cedar Falls Beach House; and

WHEREAS, Iowa Code Chapter 28E allows any public agency in Iowa, including municipalities, to enter into agreements with private entities for joint or cooperative

action with respect to any power, privilege or authority exercised or capable of being exercised by the public agency; and

WHEREAS, the City, pursuant to its authority under Iowa Code Chapter 28E, and NSBC, desire to set forth the terms and conditions of an agreement for the cooperative operation of the new Cedar Falls Beach House.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set forth below, the City and NSBC mutually agree as follows.

Agreement

1. Purposes. The new Cedar Falls Beach House facility shall be operated through a governing board consisting of representatives of the City and NSBC and as otherwise provided in this Agreement.
2. Definitions. Unless the context otherwise requires, the following terms shall have the meanings provided:
 - A. "Real Estate" is the property described on Exhibit "A" titled in the name of the City.
 - B. "Facility" is the new building that has been constructed on the Real Estate and which may be from time to time referred to as the Cedar Falls Beach House.
 - C. "Board" refers to the governing Board created by this Agreement.
 - D. "Property" refers to the Real Estate, Facility and all improvements thereon.
 - E. "Boat Docking Area" refers to the area where NSBC will be allowed to install docks. This area is where the Real Estate borders the Cedar River as depicted on Exhibit "B".
 - F. "Use Period" refers to the annual period during which the Facility shall be available for rental by the public and by NSBC, which shall commence on May 1 and end on October 15.
3. Effective Date. This Agreement is effective upon recordation with the Black Hawk Recorder and filing with the Iowa Secretary of State.
4. Term.
 - A. Duration. The term of this Agreement commences on the Effective Date and ends at midnight on December 31, 2028.

Item G.2.b.

- B. Termination. Either the City or NSBC may terminate this Agreement without cause by providing forty-five (45) days written notice to the other party. This Agreement shall also terminate if damage to the Facility makes it unfit for occupancy as determined by the Board, unless both parties agree in writing to continue this Agreement.
 - C. Renewal. Unless terminated, this Agreement may be renewed for successive three-year terms upon the same terms and conditions herein, upon written notice by either party to the other which is given prior to the end of the term or each succeeding term.
5. Disposition of Property Upon Termination. In the event this Agreement is terminated, property shall be disposed of in the following manner:
- A. The Real Estate and Facility shall at all times be owned solely by the City and will remain as such upon termination.
 - B. All permanent attachments on the Property shall be owned by the City upon installation and shall remain as such upon termination.
 - C. The docks, and any other tangible property brought onto the Property by NSBC or its members for their use shall be removed by NSBC or the members. The tangible personal property shall be removed within 30 days of the termination date. The docks shall be removed within 180 days of the termination date.
6. Joint Governing Board.
- A. Composition. The Board shall be comprised of seven (7) members as follows:
 - i. The Cedar Falls Municipal Operations & Programs Director.
 - ii. The Cedar Falls Public Works and Park Division Manager (or other person designated by the Municipal Operations & Programs Director).
 - iii. The Cedar Falls Recreation & Community Programs Manager.
 - iv. The Cedar Falls Zoning Administrator.
 - v. Three representatives of the NSBC as designated by NSBC.
 - B. Meetings. The Board shall have meetings as set forth in bylaws to be adopted by the Board, but the Board shall meet not less than once per year.

- C. Officers. The Board shall elect a Chair and a Secretary and such other officers as deemed appropriate by the Board in compliance with the bylaws.
- D. Powers and Duties. The Board shall have the following powers and duties:
 - i. To adopt bylaws.
 - ii. To adopt policies and procedures for the operation and rental of the Facility.
 - iii. To exercise such other duties and responsibilities as authorized by law or by the parties.
 - iv. To recommend Facility rental rates on an annual basis to the Director of Municipal Operations & Programs for City Council consideration and approval.
 - v. To recommend to the Director of Municipal Operations & Programs any improvements needed on the Property.

7. Operations.

- A. The Facility shall be available for rental during the Use Period, except in the case of flood or other casualty or circumstance that makes use of the Facility unsafe or inadvisable. The west 1/3 of the Facility will not be rented to the public unless the east 2/3 of the Facility is also rented by the same person or group for the same period.
- B. Dates available for public use of the Facility shall be at least seventy-five (75) days during each Use Period.
- C. The NSBC and its members are responsible for securing and insuring any tangible property of NSBC or its members that may be on the Property. The City is not responsible for any property of NSBS or its members that is located on the Property.
- D. All items of tangible property that are brought onto the Property that are available for public use shall be approved by the City in advance.
- E. NSBC is entitled to reserve a maximum of fifty (50) pre-scheduled days for its exclusive use of the west 1/3 of the Facility during each Use Period. The 50 pre-scheduled days for NSBC use shall include no more than ten (10) weekends (Saturday and Sunday count as individual dates), and no more than two (2) holidays/special event days (Memorial Day, Sturgis Falls weekend, Independence Day, Labor Day). These 50 pre-scheduled days are for NSBC member use only and may not be sub-let or given to any other groups or individuals without prior written Board approval.

Item G.2.b.

- F. NSBC shall be allowed to reserve up to the fifty (50) maximum pre-scheduled dates no later than April 1 of the year preceding the Use Period during which the Facility is reserved. As an example, the fifty (50) pre-scheduled NSBC dates for the 2020 Use Period shall be reserved no later than April 1, 2019. If NSBC reserves less than fifty (50) pre-scheduled dates by April 1 then additional reservations may be made by NSBC, up to the maximum total of fifty (50) pre-scheduled dates, at any time, if the Facility has not already been reserved for such additional dates by another group or individual. The reserved dates shall be submitted to the Facilities Manager and the Board.
 - G. NSBC also may reserve for its exclusive use the west 1/3 of the Facility beyond the 50 pre-scheduled dates if there is not a confirmed reservation by any other group or individual fourteen (14) days before the requested additional reservation date. Total NSBC reservation dates shall not exceed 90 during any single Use Period in order to ensure that the public has the opportunity to reserve the Facility for at least 75 dates during each Use Period.
 - H. The City shall provide all routine maintenance of the Property.
 - I. No permanent appliances or heating/cooling units shall be allowed on the Property.
 - J. All signs on the property shall be approved by the Board.
 - K. The Cedar Falls Recreation & Community Programs Manager shall be the Facilities Manager and enforce rules of the Board and all other laws, regulations and ordinances.
 - L. All users of the Beach House are expected to follow all Board rules and abide by all laws and ordinances, and must respect others using the Facility. Any conflicts related to the use or rental of the Facility by any party, person or group shall be resolved by City staff. If such conflict regarding usage of the facility cannot be resolved by City staff then it shall be resolved by the Board, which shall have the power to make the final determination on the conflict. If the Board is unable to come to an agreement to resolve the dispute, a neutral member shall be added to the Board for the purpose of resolving the dispute. The neutral member shall be provided by the Iowa Mediation Service.
8. Obligations of NSBC.
- A. NSBC shall allow membership to all residents of Cedar Falls, Iowa, who are age 18 or over, unless disqualified for good cause.

- B. Membership fees in NSBC shall be reasonable and uniform in amount for all members.
- C. NSBC shall submit an annual report to the Board of all revenues and expenditures for the previous calendar year, including membership statistics (including a list of all members), and the amount charged for membership fees. Each annual report shall be filed by April 1 following the end of the calendar year.
- D. Boat Docking Area:
 - i. NSBC may install boat docks and slips in the Boat Docking Area for its use. NSBC is responsible for maintaining the docks and slips in a reasonably safe and attractive condition. NSBC is responsible for installation, removal and storage of the docks and slips. NSBC shall pay the City 10% of gross slip rentals or \$30 per slip, whichever amount is greater, on an annual basis. Payment shall be due by October 31 each year that the docks are in use. The Board may review this fee annually and may adjust the fee in the Board's discretion.
 - ii. The Board may determine that an area within the Boat Docking Area should be established as a public use docking area. The Board may take action to establish public use docks or coordinate with NSBC to provide a public docking area.
 - iii. For those NSBC docks in the Boat Docking Area, NSBC is responsible for all DNR permits. NSBC is responsible for payment of all fees, expenses and insurance required by the DNR and the City.
 - iv. The NSBC docks shall be made secure at NSBC expense, but public access to all other parts of the Property shall not be restricted or impeded without the advance written consent of the Board.
 - v. NSBC members shall have access to the boat ramp and docks regardless of whether the Facility is rented.
 - vi. Insurance requirements shall be set by the City, and may be modified from time to time by the City at its discretion.
- E. Cleaning. NSBC shall keep any portion of the Facility that it or its members have used in a clean and useable condition. NSBC is responsible for all cleaning and custodial service costs after each of its uses.
- F. Rent. NSBC shall pay rent to the City annually, by December 1 immediately following the Use Period, as follows:

Item G.2.b.

- i. The Daily Rental Fee shall be established annually as approved by the Cedar Falls City Council. Changes to the Daily Rental Fee shall apply prospectively only to rentals not already reserved at the time the change is approved by the City Council.
- ii. For each date of use of the Facility by NSBC the following formula shall be used to calculate the Rental Fee for the west 1/3 of the Facility:

$((\text{Daily Rental Fee for east } 2/3) / (2,100 \text{ SF})) \times (1,050 \text{ SF}) = \text{Daily cost for west } 1/3 \text{ of Facility.}$

$(\text{Daily Cost for west } 1/3 \text{ of Facility}) \times (\text{Number of days rented}) = \text{Annual Cost.}$

- iii. If the entire facility is used by NSBC, the Daily Rental Fee shall be the same as the public Daily Rental Fee.
- iv. In the event a third party makes a payment or donation of at least \$3,000.00 in a lump sum in one year to the City for or on behalf of NSBC, with the consent of the third party, NSBC and the City, such payment or donation may be applied as an offset or credit against the rental fees owed by NSBC to the City to the extent of such payment or donation. If applicable, the City shall provide a statement to NSBC showing such offsets or credits on an annual basis by October 20 of every year. Any balance due to the City after applying any such payment or donation shall be paid by December 1 of every year as set forth in Paragraph F of this Agreement. Such offset or credit may extend to successive Use Periods until exhausted. Such offset or credit shall not be applied to the amount owed by NSBC to the City for boat dock rentals as set forth in Paragraph D of this Agreement.
- v. NSBC shall be subject to the same rental reservation cancellation and refund/credit policy as is in effect for the public at the time of the cancellation.

9. Obligations of the City.

- A. The City is responsible for public improvements and special assessments related to the Property.
- B. The City is responsible for the cost of all public utilities the City elects to provide for the Property (eg., water, sewer and electric).

10. Insurance Requirements.

- A. NSBC shall carry insurance as required by City policy, attached as Exhibit "C" and incorporated herein by this reference, and shall provide proof of such insurance in a manner satisfactory to the City prior to the Use Period each year.
- B. The City shall provide liability insurance under its general liability insurance policy for non-NSBC use of the Property.
- C. The City shall carry property damage insurance for the cost of replacing the Facility in the event of casualty loss.

11. Indemnification.

- A. NSBC shall defend, indemnify, save and hold harmless the City and its officers, elected and appointed officials, volunteers, agents and employees from and against any and all claims, demands, actions or causes of action of whatever character or nature, arising out of the NSBC's use of the Real Estate, Facility, docks in the Boat Docking Area, and any other part of the Property. NSBC agrees to pay all costs of any litigation, including attorney fees, arising out of the aforementioned claims, demands, actions or causes of action, regardless of their merit or lack thereof.
- B. The City shall defend, indemnify, save and hold harmless NSBC and its officers, agents and employees from and against any and all claims, demands, actions or causes of action of whatever character or nature, arising out of the use of the Facility by non-NSBC members. City agrees to pay all costs of any litigation, including attorney fees, arising out of the aforementioned claims, demands, actions or causes of action, regardless of their merit or lack thereof as allowed by Iowa law.
- C. The City and NSBC shall have no monetary obligation to the other party in the event of partial damage to the Facility or complete destruction of the Facility.
- D. The City and NSBC shall have no duty or obligation to repair or reconstruct the Facility if it is partially damaged or completely destroyed.

12. Governing Law. This Agreement shall be governed by the laws of the state of Iowa.


13. Notices. Formal notices required in this Agreement shall be in writing and may be personally delivered or sent by ordinary mail to:

Item G.2.b.

- A. In case of the City, to the City Clerk, 220 Clay Street, Cedar Falls, IA 50613; and
 - B. In the case of NSBC, to NSBC Commodore, P.O. Box 253, Cedar Falls, IA 50613
 - C. A party shall promptly give notice to the other of any changes of address or phone number.
14. Severance. In the event any term or provision of this Agreement is declared unlawful by a court of competent jurisdiction, that provision shall be null and void and the remaining terms shall remain in full force and effect and shall then be the agreement between the parties.
15. Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements (including but not limited to 28E agreements), understandings, negotiations and discussions of the parties pertaining to the subject matter hereof, whether oral or written.
16. Non-waiver. No failure or delay by either party to exercise any right, power or privilege hereunder, or otherwise available under the law, shall operate as a waiver thereof or waiver of any other right, power or privilege; nor does any single partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof, or the exercise of any other right, power or privilege.
17. No Assignment. The rights, duties and obligations under this Agreement may not be transferred or assigned without the prior written consent of the non-transferring or non-assigning party.
18. Amendment. This Agreement may be amended in writing, after approval by the City, the Board and NSBC.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

North Shore Boat Club

By: 
Commodore of NSBC

Date: 5-2-18

By: 
Secretary of NSBC

Date: 5/2/18

City of Cedar Falls, Iowa

By: _____
Jim Brown, Mayor

Date: _____

By: _____
Jacque Danielsen, City Clerk

Date: _____

Item G.2.b.

Exhibit A: "Real Estate"

That part of Lot 5, Auditor's Mill Company Plat and that part of the Northwest Quarter of Section 12 lying West of the West line of Center Street and lying Northerly and Easterly of the Easterly low water mark of the Cedar River except the North 550 feet thereof, all in Section 12, Township 89 North, Range 14 West of the Fifth P.M. in the City of Cedar Falls, Black Hawk County, Iowa.

Exhibit B



Item G.2.b.

Exhibit "C"

INSURANCE REQUIREMENTS

This document outlines the insurance requirements for the North Shore Boat Club (hereinafter "NSBC").

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. NSBC shall be required to carry the following minimum coverage/limits unless greater limits are required by law or other legal agreement, in which case such greater limits shall be required:
 - a. A commercial general liability insurance policy shall be obtained, which provides coverage for the City of Cedar Falls, its agents, officials and employees. The policy shall be written on an "occurrence" (not "claims made") basis and shall include Products Hazard coverage and a Broad Form General Liability inclusion or equivalent. The policy shall have a minimum coverage of \$1,000,000 million per occurrence and \$2,000,000 million aggregate (for bodily injury and/or property damage).

General Liability (Occurrence Form Only):

General Aggregate	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Damage to Rented Premises (each occurrence)	\$ 100,000
Medical Payments	\$ 5,000

- b. Additional Insured endorsement is required, identical or equivalent to:

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.

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 is primary, contributing or excess.

- c. Governmental Immunity endorsement is required, identical or equivalent to:

CITY OF CEDAR FALLS, IOWA
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.

- d. Cancellation and Material Changes endorsement is required, identical or equivalent to:

CITY OF CEDAR FALLS, IOWA
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: 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. NSBC agrees to furnish the City with 30 days advanced written notice of cancellation, non-renewal, reduction in coverage

Item G.2.b.

and/or limits, and 10 days advance written notice of non-payment of premium.

3. Waiver of Subrogation: To the extent permitted by law, NSBC 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 NSBC or anyone claiming through or under the NSBC 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 NSBC's members, agents, and volunteers. This provision shall be applicable and in full force and effect only with respect to loss or damage arising out of or related to the use of the Cedar Falls Beach House property. The NSBC'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 NSBC to recover thereunder.
4. By requiring the insurance as set forth herein City of Cedar Falls does not represent that coverage and limits set forth herein will necessarily be adequate to protect the NSBC or NSBC's organization and such coverage and limits shall not be deemed a limitation on the NSBC's liability under the indemnities provided to the City of Cedar Falls in this Agreement. The City of Cedar Falls shall have the right at any time to require liability insurance greater than that otherwise specified in Paragraph 2(a) of this Agreement.
5. NSBC shall furnish a signed Certificate of Insurance to the City of Cedar Falls, Iowa for the coverage required herein. Such Certificates shall include copies of the following coverages and endorsements, and copies must be provided on an annual basis prior to May 1st:
 - a. General Liability policy is primary and non-contributing
 - b. General Liability Additional Insured endorsement
 - c. Governmental Immunities endorsement
 - d. Waiver of Subrogation
 - e. Cancellation & Material Change endorsement
6. Each certificate shall be submitted to the City of Cedar Falls.

Certificate Holder: City of Cedar Falls
220 Clay Street
Cedar Falls, IA 50613
7. 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.



**DEPARTMENT OF HUMAN & LEISURE SERVICES
 PARK & RECREATION DIVISION**
 110 EAST 13th STREET
 CEDAR FALLS, IOWA 50613
 319-273-8636
 FAX 319-273-8656
 www.cedarfalls.com

TO: Mayor James P. Brown and the Cedar Falls City Council
FROM: Bruce Verink, Manager, Recreation & Community Programs Division
DATE: April 30, 2018
RE: Five year contract for Drink/Pop at Recreation facilities

With the current agreement set to expire in May 2018, it is once again time for the Recreation & Community Programs Division to contact area vendors for new five year proposals to provide product to the City. This was done in early April.

Staff attempted to get an apple to apple comparison to determine which proposal would be in the best interest of the City, generate the most profit and provide reliable service.

Staff reviewed the three proposals received from Coca-Cola, PepsiCo, and Dr. Pepper-Snapple Group. Unlike previous years, the City was not offered up front guaranties of cash plus a percentage of sales from each machine. This year all three proposals offered a percent of sales taken in by the vending machines, they provided a per case price for product we would buy and sell at the Falls Aquatic Center, and post-mix or fountain drink information for the Falls. One company did offer 50 gallons of post-mix for no cost. This was factored into the staff analysis of the proposals. All companies were willing to provide items like menu boards at no cost. All proposals indicated they could provide healthy choice items with would meet Blue Zone requirements the City used 5 years ago.

A spreadsheet of the comparison is available for review upon request. Highlights of the comparisons are as follows:

Estimated annual vending machine income based on 320 cases sold per year:

Coca-Cola	Pepsi/PepsiCo	Dr. Pepper/Snapple/Canteen
\$4,410.00	\$3,491.92	\$997.70

Estimated vending machine income over 5 years based on 320 cases sold per year:

Coca-Cola	Pepsi/PepsiCo	Dr. Pepper/Snapple/Canteen
\$22,410.00	\$17,459.60	\$4,988.50

Estimated annual cost of selling fountain drink at the Falls Aquatic Center

Coca-Cola	Pepsi/PepsiCo	Dr. Pepper/Snapple/Canteen
\$3,388.00	\$3,494.87	\$2,336.22

Item G.2.c.

The estimated annual saving of \$1,051.78 in the fountain drink at Falls from Dr. Pepper does NOT outweigh the annual estimated income from vending machine operations offered by Coke.

All information used to compare the three proposals were from past sales the City experienced in previous years and updated information provided on the new proposals submitted by the three companies.

The attached agreement submitted by Coca-Cola has been reviewed by City legal staff and meets the City requirements for this type of agreement.

It is staff recommendation that the City enter into a five year agreement with Coca-Cola to provide full service vending for the facilities operated by the Recreation & Community Programs Division.

Please let me know if you have any questions.

AGREEMENT FOR BEVERAGE AND VENDING SERVICES

This Agreement for Beverage and Vending Services (“Agreement”) is entered into on this ____ day of _____, 2018, by and between the City of Cedar Falls, Iowa, an Iowa municipality (“City”), and Atlantic Bottling Company, an Iowa corporation (“Atlantic”).

The Recreation Division of the Department of Municipal Operations and Programs of the City has determined that it is in the public interest to enter into an agreement with a bottling company to offer soft drinks and other beverages to the public at locations controlled by the Recreation Division. After thorough review of responses to a request for proposals, Atlantic’s proposal was deemed to be the most advantageous to the City in terms of service and cost.

Therefore, in consideration of the mutual covenants set forth herein, the parties mutually agree as follows:

- 1) TERM. This Agreement shall be effective upon approval by the City Council of the City of Cedar Falls, Iowa, and continue until midnight on May 15, 2023. Unless earlier terminated, this Agreement may be extended for up to two successive one-year terms upon the same terms and conditions herein, by written mutual agreement of the parties entered into prior to the expiration of the term or any successive term.

- 2) LOCATIONS. This Agreement shall apply to the following facilities located within the City which are either owned by the City, or if not owned, to the extent of and in the area of the facility controlled by the City: Falls Aquatic Center; Holmes Pool Area; Recreation Center (“Locations”). Locations may be changed, increased or decreased by mutual agreement of the parties.

- 3) EXCLUSIVE PRODUCT OFFERINGS. In consideration of the equipment and supplies provided by Atlantic as set forth herein, and in consideration of the payment by Atlantic to the City of commissions as set forth in Paragraph 5 of this Agreement, the City agrees to offer exclusively during the term of this Agreement and any extensions thereof at the Locations, Coca-Cola fountain products and ready-to-drink bottled products, all as supplied by Atlantic. No products of any of Atlantic’s competitors shall be offered, sold, dispensed, sampled, or served at the Locations during the term of this Agreement and any extensions thereof. However, the requirements set forth in this paragraph regarding the exclusive use of Coca-Cola or

Item G.2.c.

Atlantic products shall not apply to private rentals held at any of the Locations, although private rental participants will be encouraged to use Atlantic and/or Coca-Cola products.

4) COST OF PRODUCT OFFERINGS. The prices to be paid by the City to Atlantic for product offerings is set forth on Schedule A attached. The cost of post mix fountain is based on national account pricing. Such pricing is set by Coca-Cola North America and may change from time to time. Pricing changes shall be stated in writing to the City not less than 30 days prior to the effective date of the pricing changes. Such pricing changes shall not exceed a four percent (4%) increase on a calendar year basis. However, prices are subject to additional adjustments greater than four percent (4%) in a calendar year in the event of a substantial and unforeseeable increase in a major component of Atlantic's cost of goods, manufacture, or delivery. In the event that pricing changes exceed four percent (4%) in any calendar year, the City in its sole discretion may terminate this Agreement, in which case the provisions of Paragraph 9 of this Agreement shall apply.

5) COMMISSIONS. Atlantic shall pay to the City vending commissions in the amounts as set forth in the chart below, beginning 90 days after the effective date of this Agreement, and then every 90 days thereafter. Any applicable bottle/can deposits shall be deducted from the commission amounts owed, prior to payment. Any adjustments to commissions and/or vend price as set forth in the chart below shall be as mutually agreed upon in advance in writing.

Product	Vend Rate	Commission
20oz CSD	\$1.50	45%
20oz Dasani	\$1.50	45%
20oz PowerAde	\$1.50	45%
12oz MMJTG	\$2.00	45%
13.7oz Dunkin	\$2.00	45%
16oz Energy	\$2.50	45%
18.5oz Gold Peak	\$2.00	45%
23oz Peace Tea	\$2.00	45%

6) EQUIPMENT. Atlantic shall provide to the City, to be placed in an area of the Locations as determined by the City, the following equipment in the quantities indicated:

- (1) 8 Head Fountain Unit
- (1) Back Room Kit
- (4) Vending Machines—1 Glass Front & 3 Stack Vendor
- (4) Credit Card Readers
- (4) Recycling Bins
- (1) Double Door Cooler

The equipment shall be provided at no cost to the City other than the supply of electricity and water, which shall be at the City's cost. The City represents and warrants that the electrical service at the Locations is proper and adequate for the supplied equipment. The City shall acquire no ownership interest in the equipment, which shall remain the property of Atlantic throughout the term of this Agreement and any extensions thereof. Such equipment shall be used only for City purposes, and the city shall not convey, rent or loan the equipment to any other person or entity. The equipment shall be used only in connection with the selling of products supplied by Atlantic. Equipment shall be replaced by Atlantic as necessary, at no cost to the City. Vending machines shall allow for cash purchase, but may, in addition, allow for credit/debit purchase. Quantities of equipment may be adjusted from time to time as mutually agreed to by the parties.

7) SUPPLIES/MERCHANDISE. Atlantic shall supply, at no cost to the City, menu boards, Coca-Cola branded tumblers, umbrellas, and/or Power Ade merchandise up to a value of five hundred dollars (\$500.00) on an annual basis. In addition, in the first year of this Agreement, Atlantic shall supply, at no cost to the City, additional supplies and/or merchandise up to a value of three hundred fifty dollars (\$350.00). Should the City, in its sole discretion, deem it appropriate to replace any of the items listed above in this Paragraph, then the City may acquire replacement items from any source. The City agrees that the following supplies shall be purchased exclusively from Atlantic during the term of this Agreement and any extensions thereof: cups, lids, and CO2, if applicable.

8) SERVICES. Atlantic shall provide all routine maintenance and repairs for all equipment supplied under Paragraph 6 of this Agreement, at no cost to the City. However, with respect to maintenance or repairs necessitated by damage or adjustments to the equipment resulting from the intentional acts or omissions of City

Item G.2.c.

employees, agents, contractors, volunteers, or elected or appointed officials, or as a result of service by unauthorized personnel, such maintenance and repairs shall be the responsibility of the City and charged to the City at Atlantic's then current market rate ("Special Service Calls"). Any such charges for Special Service Calls may be deducted from earned but unpaid commissions owing to the City at the time the charges for Special Service Calls are incurred, after Atlantic provides an invoice for same.

9) TERMINATION. This Agreement may be terminated by the City with immediate effect upon written notice to Atlantic if one or more of the following occurs: (a) failure by Atlantic to make timely commission payments as called for in this Agreement; (b) suspension or revocation of licenses or permits as required by law in order for Atlantic to carry out its duties under this Agreement; (c) breach of any material term or condition of this Agreement by Atlantic; (d) upon the filing by Atlantic of a petition for reorganization, protection from creditors, or bankruptcy petition; (e) damage to or destruction of any of the Locations making it unsafe or unlawful for beverages to be sold; (g) damage to or destruction of any of the equipment supplied by Atlantic that makes such equipment inoperable, if not repaired or replaced within 30 days of written notice from the City to Atlantic of such damage or destruction; and (h) under circumstance as described in Paragraphs 4 & 6 of this Agreement.

This Agreement may be terminated by Atlantic with immediate effect upon written notice to the City if the City breaches any material term or condition of this Agreement.

Notwithstanding the above, in the event of claimed breach by either party, the non-breaching party shall provide the other party with written notice of the claimed breach, and the other party shall have up to thirty (30) days from the date of receipt of notice within which to cure such claimed breach. If not cured, the Agreement shall be deemed to be terminated on the thirtieth (30th) day following receipt of notice.

If the Agreement is terminated, as of the termination date the following shall occur:

- a) earned unpaid commissions as of the date of termination shall be paid by Atlantic to the City within thirty (30) days.
- b) assuming timely payment of such commissions, the City shall pay to Atlantic all outstanding and unpaid invoices within forty-five (45) days.
- c) unsold products shall be returned to Atlantic after payment by Atlantic to the City within thirty (30) days of a full refund of the cost of such unsold products.

- d) supplies/merchandise provided to the City at no cost shall be returned to Atlantic at Atlantic's option.
- e) equipment supplied by Atlantic shall be made available for pick up by Atlantic.

10) BENEFITS. This Agreement shall be binding upon both parties and their successors and assigns.

11) ASSIGNMENT OF AGREEMENT. Neither party may assign, sell or in any way transfer the rights or benefits of this Agreement without the prior written consent of the non-assigning party.

12) INSURANCE. Atlantic shall procure and maintain for the duration of this Agreement and until after the removal of all of its equipment, at its own expense, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of Atlantic's duties under this Agreement, and the operation of its equipment.

13) STOLEN OR DAMAGED EQUIPMENT. The City shall not be responsible in any way for lost, stolen, or damaged equipment owned by Atlantic unless lost, stolen or damaged by City employees, volunteers, agents, contractors, or elected or appointed officials, or as provided in Paragraph 8 of this Agreement, for Special Service Calls.

14) AMENDMENT. This Agreement may be modified only in writing, in advance, signed by authorized representatives of the City and Atlantic.

15) WAIVER. No failure or delay by either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege.

16) ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior agreements and understandings, both oral and written, between the parties with respect to the subject matter of this Agreement.

Item G.2.c.

17) GOVERNING LAW AND FORUM. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa. The parties agree that in the event of judicial proceedings, jurisdiction shall lie in the Iowa District Court for Black Hawk County, Waterloo, Iowa.

18) INDEPENDENT CONTRACTOR. Nothing in this Agreement shall be construed to create an employer-employee or agency relationship between the parties, and Atlantic shall remain an independent contractor throughout the term of this Agreement, and any extensions thereof.

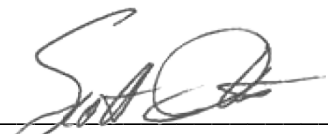
19) NOTICES. Any notices given pursuant to this Agreement shall be in writing and shall either be personally delivered or sent by ordinary mail to:

City: Attn: Recreation and Community Programs Manager, City of Cedar Falls, 110 E. 13th Street, Cedar Falls, IA 50613

Atlantic: Scott Ites, FSOP Director, Atlantic Bottling Company, 4 East Second Street, Atlantic, Iowa 50022

ATLANTIC BOTTLING COMPANY

CITY OF CEDAR FALLS

BY: 

Scott Ites

James P. Brown, Mayor

ITS: FSOP Director

ATTEST:

Jacqueline Danielsen, CMC, City Clerk

5/2/18

(Date)

(Date)

STATE OF IOWA)

) ss:

COUNTY OF BLACK HAWK)

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

Notary Public in such County and State

STATE OF IOWA)

) ss:

COUNTY OF BLACK HAWK)

This instrument was acknowledged before me on this ____ day of _____ 2018, by Atlantic Bottling Company.

Notary Public in such County and State



SCHEDULE A: PRICING

Bottle/Can Products	Pack	Thru 12/31/18	On Invoice Rebate	Net Invoice Price
20oz SSD	24	\$20.97	\$3.00	\$17.97
20oz Dasani	24	\$15.40	\$3.00	\$12.40
20oz Smartwater	24	\$24.23	\$3.00	\$21.23
12oz Dasani	24	\$7.00		\$7.00
20oz Powersade	24	\$20.97	\$3.00	\$17.97
20oz Vitamin Water	24	\$27.89		\$27.89
12oz Cans	24	\$8.58		\$8.58
5l Dasani	24	\$7.00		\$7.00
Dunkin Coffee	12	\$21.00		\$21.00
11.5oz Core Power	12	\$27.89		\$27.89
12 oz Juice	24	\$22.13		\$22.13
16oz Monster	24	\$33.57		\$33.57
1 L Dasani	12	\$15.50		\$15.50
2 Liter	8	\$10.81		\$10.81
18.5 oz Gold Peak Tea	12	\$14.28		\$14.28
Minute Maid Sparkling	12	\$13.39		\$13.39
7.5 oz Cans	24	\$9.00		\$9.00
12 oz Cups	2,000	\$57.15		
21 oz Cups	1,000	\$55.52		
32oz Cups	480	\$46.95		
32oz Lids	960	\$53.47		
Multif-Sized Lids	2,000	\$44.01		
C02	20 lb.	\$25.20		

Post Mix Products	2018	
	5 GAL	2.5 GAL
	GAL / CASE	GAL / CASE
Sparkling / Still	\$15.37 / 76.85	\$16.02 / 40.05
Unsweet Tea	\$14.84 / 74.20	\$15.54 / 38.85
Premium Still	\$16.01 / 80.05	\$16.66 / 41.65

**** Deposits not included**



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: April 25, 2018
SUBJECT: Mowing Equipment Purchase

Informal quotations were received for the replacement of a wide area mower that will be used for maintaining large areas of parks, right of ways and buyout lots. This unit will be replacing an aging mowing unit that has presented many mechanical issues over the past three seasons. Funding for this new equipment is scheduled in the FY19 budget. The intent is to place an order for the equipment in May in order to take delivery in July, which will allow use of the mower for the majority of this season.

The following is a summation of the quotes received:

P&K Midwest	\$41,606.85
Deike Implement	\$42,365.00
Titan Machinery	\$42,500.00

Although the bid from P&K Midwest was \$758.15 lower, P&K Midwest could not honor manufacturer warranty with the requested option of dual wheels. Duals are necessary to provide stabilization when mowing side slopes. Therefore, staff is recommending authorization to accept the next lowest quote from Deike Implement for the purchase of a wide area mowing unit with full warranty in the amount of \$42,365.00

Please feel free to contact me if you have questions.



MUNICIPAL OPERATIONS AND PROGRAMS

M E M O R A N D U M

TO: Honorable Mayor James P. Brown and City Council**FROM:** Brian Heath, Public Works and Parks Division Manager *BH***DATE:** Monday, April 30, 2018**SUBJECT:** Pavement Marking Contract

Sealed bids were opened at 2:00 p.m. on April 26th for contract pavement marking services. This project encompasses painting of pavement markings including roundabouts, sharrows, bike lanes, crosswalks, parking lots, etc.

Following is a summation of the bids received.

Laser Line Striping	\$41,380.00
A-line Striping and Sweeping	\$57,975.71
Iowa Plains Signing, Inc.	\$126,500.00 *Late Bid
Quality Striping, Inc..	No bid submitted
EQW/Pin Point Striping	No bid submitted

The bid from Laser Line Striping was in order and was the lowest bid received. This project is fully funded for FY19 and will be paid from the street construction fund.

The Municipal Operations and Programs Department is recommending that City Council accept the low bid of \$41,380.00 and enter into a contract with Laser Line Striping to perform pavement marking services for the City of Cedar Falls.

Please feel free to contact me if you have questions or comments.

Cc: Mark Ripplinger, Municipal Operations and Programs.
 Matt Lukehart, Traffic Operations Supervisor

Item G.2.e.

**FORM OF PROPOSAL
PAVEMENT MARKINGS
CITY OF CEDAR FALLS, IOWA**

The undersigned hereby certifies that I, Dean Weickert have personally and carefully examined the specifications, and general conditions, annexed hereto.

Having made such examination, the undersigned hereby proposes to perform the improvements for the Pavement Symbol and Crosswalk Painting in accordance with the plans and specifications on file in the Public Works Office, complying with all the laws of the State of Iowa, and the Rules, Regulations and Ordinances of the City of Cedar Falls, at the following prices, to-wit:

Item No.	Description	Item Quantity and Units	Unit Prices		Unit Price Extensions	
			Dollars	Cents	Dollars	Cents
1	Parking Stalls and Curb(s), Items 1.a through 1.l	Lump sum	/	/	1580	-
2	Rail Road Crossing Symbols and Stop Bars Items 2.a through 2.r	Lump sum	/	/	1400	-
3.A *	School Pedestrian Crosswalks and Stop Bars Items 3.A.1 through 3A.47	Lump sum	/	/	5420	-
3.B	College Hill Crosswalks & Stop Bars Items 3.B.1 through 3.B.13	Lump sum	/	/	1620	-
3.C	Pedestrian Crosswalks & Stop Bars Items 3.C.1 through 3.C.13	Lump sum	/	/	1420	-
3.D	Signalized Intersection Crosswalks, Stop Bars and Arrows Items 3.D.1 through 3.D.34	Lump sum	/	/	11,200	-
4	Roundabouts Items 4.a Through 4.g	Lump sum	/	/	7,200	-
5	Bike Lane White Lines, Arrows and Sharrows Items 5.a through 5.i	Lump sum	/	/	7,740	-

Item No.	Description	Item Quantity and Units	Unit Prices		Unit Price Extensions	
			Dollars	Cents	Dollars	Cents
6	Parking lots Parking stalls, yellow hash lines, and yellow curbs Items 6.1 through 6.14	Lump sum	/	/	3800	-

		TOTAL BID	Dollars	Cents
			41,380	-

Bidders may not independently bid on selective items of work. In this project, all items constitute one indivisible work that will be let to one Bidder. Bids shall be submitted for all of the items. The successful Bidder will be determined by evaluating the Total Bid shown above. Failure to submit a bid on any item shall be just cause for disqualification of the entire proposal. Unit bids must be filled in ink, typed or computer generated, or the bid will be rejected. The Owner reserves the right to delete any part or all of any item. The Owner reserves the right to add or delete individual items from these specifications without limitation.

The Owner reserves the right to reject any and all bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional bids. The Owner further reserves the right to reject the bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. The Owner may also reject the bid of any Bidder if the Owner believes that it would not be in the best interest of the project to make an award to that Bidder. The Owner also reserves the right to waive all informalities not involving price time or changes in the work.

The Bidder is prepared to submit a financial and experience statement upon request.

The Bidder has filled in all blanks on this Proposal.

Note: The Penalty for making false statements in offers is prescribed in 18 U.S.A., Section 1001.

Laser Line Striping
Name of Bidder

Dean Weikert
By

Owner
Title

10572 320th St Ackley IA 50601
Official Address

Item G.2.e.

FORM OF CONTRACT

This contract entered into at Cedar Falls, Iowa, this ____ day of _____, 20__, by and between the City of Cedar Falls, Iowa, hereinafter called the City, and _____ of _____, hereinafter called the Contractor.

WITNESSETH:

The Contractor hereby agrees to furnish all labor, tools, materials and equipment and complete the Pavement Symbol, Parking Lot and Crosswalk Painting, all in the City of Cedar Falls, Iowa, shown and described in the Specifications therefore now on file with the Public Works Department of said City.

Said improvement will be performed strictly in accordance with said Specifications. The following parts of the Plans and Specifications for said Project attached hereto will be made a part of this contract as fully as though set out herein verbatim:

- 1. Instructions to Bidders
- 2. Detailed Specifications
- 3. Non-collusion Affidavit of Prime Bidder
- 4. Certificate of Insurance
- 5. Proposal
- 6. This Instrument

On completion of the said improvement, the City agrees to pay to the Contractor therefore the prices set out in the bid of the Contractor, said payment to be made in the manner stated in the published Instructions to Bidders.

In Witness whereof, this contract has been executed on the date first herein written.

Dean Wakst Laser Line Striping

Date: 5/1/18

Contractor

CITY OF CEDAR FALLS, IOWA

By _____
James P. Brown, Mayor

Date: _____

ATTEST:

Jacque Danielson, CMC
City Clerk

Date: _____

**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 1, 2018
SUBJECT: Influent Pump Station Repair

We have identified the need to complete a repair and replacement project with the influent pump station electrical system at the wastewater treatment plant. We have completed partial upgrades recently that included the computer control system of this stage and now would like to proceed with the wiring and electrical upgrades. We have had increasing issues with failures of electrical components and need to complete the final upgrades to minimize the risk of major failures which could result in the direct bypassing of untreated wastewater to the river, or large scale backups in businesses and homes. This station pumps approximately forty percent of the plant total flow from a large part of Cedar Falls north of 15th Street, including areas such as the downtown district, from the collection system to the start of the treatment process.

The project would replace aging equipment and streamline the control of this pump station. These changes will improve the dependability, efficiency, and safety of this critical stage. The cost estimate from Hupp Electric of \$28,130 does not include preliminary electrical work that will be done with WRF staff, working in conjunction with other City staff. This will be done in an effort to reduce overall costs. The quote called for two other improvements that are not critical at this time and can be planned for in the future. The cost for this project can be taken from funds available in the Water

Item G.2.f.

Reclamation FY18 annual operating budget with no additional funding required.

Due to the highly specialized nature of this work, an exemption to the competitive quotes process can be made. It would be very difficult to find a second contractor that can accomplish this work, and the search process would unnecessarily delay this from moving forward in a timely manner. We have relied on Hupp for all of our lift station programming due to their exceptional service and attention to our needs.

I would like to move forward with this project as soon as possible and ask for your approval.

Included for your information are the repair quotes from Hupp Motors regarding this project.

If you would like further details or have any questions, please contact me.

c: Ron Gaines, City Administrator

Stephanie Houk Sheetz, Director of Community Development

Jennifer Rodenbeck, Director of Finance and Business Operations

Cedar Falls Waste Water Reclamation Department
501 East Fourth Street
Cedar Falls, Iowa 50613

Mike Nyman



Re: Replacement of the Raw wet well control and power cabinets

09APR2018

In response to your recent request for a cost estimate, Hupp Electric Motors is pleased to offer you Three cost estimates. The first **\$28,130.92** for a control cabinet and panel board to replace the Autocon enclosures. The second cost estimate of **\$6,057.86** is for a cabinet to replace the bubbler pneumatics and sensor currently located in the control room. The third of **\$2,634.45** is to substitute a submersible level transducer in place of the bubbler cabinet. The actual cost will be billed based upon time and material expended. This estimate is valid for 90 days. The terms and conditions are on the attached Warranty Statement and Conditions.

Sincerely,

A handwritten signature in black ink, appearing to read "John Cargin", is written over a horizontal line.

John Cargin, Project Engineer

Attachment A
Warranty statement and conditions

Item G.2.f.

ATTACHMENT A

21AUG2015

Cedar Falls Replacement of the Raw wet well control and power.

A. Purpose

This project is for the removal of the Autocon control and power cabinets and the installation of a replacement Allen Bradley MicroLogix 1500 based control system and the addition of a five point seven inch (5.7") Magelis operator interface terminal in the control room.

B. Project Details

- 1 Scope of work
 - 1-1 The Integrator, Hupp Electric Motors, shall be responsible for coordinating the control process and process equipment including the lift station control panel, Variable Frequency Drives, level sensors, pressure sensors, and all alarms and monitoring functions.
 - 1-2 The integrator shall be responsible for interfacing all equipment covered by this project and shall coordinate all work by other contractors.
 - 1-3 The operation of replacing the PLC must occur without removing the lift station from operation. A temporary control system will be used for two pumps during construction. All equipment removal and installation must be coordinated with plant personnel to ensure continued operation of the plant.
 - 1-4 The lift station control room is not a classified environment. The level transducer and float/tilt switches mount in the wet well hazardous classification. The interface between the unclassified and hazardous environments will be replaced. The control panel and Variable Frequency Drives are installed in the lift station unclassified control room.
 - 1-5 Installation is not included in this cost estimate. All installation is by others.
- 2 Temporary control system
 - 2-1 A temporary rack constructed of steel uni-strut will be provided to mount the temporary control panel and two Customer owned AS-1 adjustable speed drives.
 - 2-2 A bare (panel only) temporary panel will be provided utilizing PLC materials both on-hand at Hupp and utilizing two spare analog modules from the customer owned spares.
 - 2-3 The temporary panel will be interfaced in series with the existing bubbler level system.

Cedar Falls Replacement of the Raw wet well control and power.

- 2-4 A 120 volt control power and a 460 volt three phase power supply will be provided by the customer.
- 2-5 The output of the two ASD's will be connected directly to the motor leads from the existing control cabinets.
- 2-6 The alarm signals (two 120 volt signals and one dry contact) will be moved from the existing control cabinets and attached to the temporary control panel.
- 2-7 The bubbler level sensor signal will be used to operate the high and low level alarm signals to the control room.
- 3 Electrical installation requirements
 - 3-1 It will be necessary for the Electrical contractor to connect the temporary power as identified by the Customer to the temporary control panel and temporary ASD's.
 - 3-2 The Electrical contractor will need to connect the output of the two ASD's to the motor leads currently in the Autocon cabinets in such a way as not to interfere with removal of the Autocon cabinets.
 - 3-3 The Electrical contractor will remove the existing Autocon control cabinets preserving the control PLC.
 - 3-4 The Electrical contractor will install the provided Square-D 460V 3 phase four 100 AMP circuit breaker panel board and the Control cabinet on the wall space previously behind the Autocon control cabinets.
 - 3-5 The Electrical contractor will install the necessary conduit and fittings to connect the two existing ASD's to the panel board and the motor leads.
 - 3-6 The Electrical contractor will install conduit and fittings between the new control cabinet and the ASD's for control wiring.
 - 3-7 By the Customers choice the Electrical contractor will install the bubbler cabinet or the installation of the added submersible level sensor.
 - 3-8 After final configuration and validation of the new control cabinet the Electrical contractor will install the two ASD's from the temporary control system on the wall in place of the two RVSS's currently mounted below the existing two ASD's.

Item G.2.f.

Cedar Falls Replacement of the Raw wet well control and power.

C Equipment supplied:

- 1 Allen-Bradley MicroLogix 1500 PLC additional module.
 - 1-1 Communications
 - 1-1A The PLC CPU must be provided with one DH-485 D-sub 9 pin interface. The PLC base unit must be provided with one Mini-DIN DH-485 interface.
 - 1-2 Interface, digital.
 - 1-2A The PLC base unit and added I/O modules will be equipped with digital inputs capable of interfacing with 120 VAC sensors and switches.
 - 1-2B The PLC complete unit, including added I/O modules, will be equipped with forty-four (44) digital inputs.
 - 1-2C The PLC base unit will be equipped with relay outputs capable of interfacing with 120 VAC relays and other equipment operating at 0.5 amperes.
 - 1-2D The PLC complete unit, including added I/O modules, will be equipped with twenty-eight (28) digital outputs.
 - 1-3 Interface, analog.
 - 1-3A The PLC base unit will be equipped with added I/O modules capable of receiving signals from standard four to twenty milliamp (4-20mA) sensors and other equipment.
 - 1-3B The analog inputs, as a group, will be isolated from the PLC chassis rated at a voltage of 500 volts AC.
 - 1-3C The PLC base unit will be equipped with added I/O modules delivering four (4) analog inputs.
 - 1-3D The PLC base unit will be equipped with added I/O modules capable of delivering standard four to twenty milliamp (4-20mA) signals to Variable Frequency Drives and other equipment.
 - 1-3E The analog outputs, as a group, will be isolated from the PLC chassis rated at a voltage of 500 volts AC.
 - 1-3F The PLC base unit will be equipped with added I/O modules delivering eight (8) analog outputs.
 - 1-4 Part numbers supplied.

The existing MicroLogix 1500 PLC will be re-used for this project. One additional module will be provided as shown here.

 - 1-4A Analog output module part number 1769-OF4CI.

Cedar Falls Replacement of the Raw wet well control and power.

- 2 Square-D Magelis Operator Interface Unit (OIU)
 - 2-1 Communications
 - 2-1A The OIU must be provided with one RS-485 interface. The OIU must have a communications driver capable of interfacing with the Allen-Bradley DH-485 protocol.
 - 2-1B The OIU must be provided with an Ethernet interface. The OIU must be able to be viewed remotely using a standard web browser on an Ethernet interface. The OIU must have a communications driver capable of interfacing with the Allen-Bradley Ethernet IP protocol.
 - 2-2 Display
 - 2-2A The OIU must have a minimum of 5.7 inch (diagonal), 320 X 240 pixel, 65K colors LCD display.
 - 2-2B The OIU must be equipped with an analog resistive type touch screen allowing touch areas to be defined to match graphic items.
 - 2-3 Part numbers

The existing Magelis operator interface will be re-used in this system. An additional OIU will be installed in the control room.

 - 2-3A The OIU will be a Square-D HMI STU 855
 - 2-3B The power supply for this will be a Square-D ABL8REM24030
- 3 Interposing relays
 - 3-1 Purpose
 - 3-1A Each of four (4) digital outputs that operate an inductive solenoid valve load is provided with an interposing relay to prevent premature failure of the PLC output relay contacts.
 - 3-2 Type
 - 3-2A The relay has a 120 vac (nominal) coil.
 - 3-2B The relay contacts are rated at 10 amps 120 vac 1/3 hp.
 - 3-2C The relay will include an integral pilot light.
 - 3-2D The relay will have Single Pole Double Throw (SPDT) contacts
 - 3-2E The relay will be socket mounted.
 - 3-3 Part numbers
 - 3-3A The relay will be a Square-D RXG12F7.
 - 3-3B The relay socket will be a Square-D RGZE1S35M.
 - 3-4 Purpose
 - 3-4A Each of eleven (11) digital outputs that operate a device outside of the control cabinet is provided with an interposing relay to prevent premature failure of the PLC output relay contacts.

Item G.2.f.

Cedar Falls Replacement of the Raw wet well control and power.

3-5 Type

- 3-5A The relay has a 120 vac (nominal) coil.
- 3-5B The relay contacts are rated at 6 amps 120 vac.
- 3-5C The relay will include an integral pilot light.
- 3-5D The relay will have Single Pole Double Throw (SPDT) contacts
- 3-5E The relay will be socket mounted.

3-6 Part numbers

- 3-6A The relay with socket will be a Square-D RSL 1PVFU.

3-7 Purpose

- 3-7A Each of eight (8) digital inputs from the Adjustable Speed Drives is provided with an interposing relay to interface between low voltage DC (24VDC) ASD outputs and the 120VAC PLC inputs.

3-8 Type

- 3-8A The relay has a 24 VDC (nominal) coil.
- 3-8B The relay contacts are rated at 6 amps 120 vac.
- 3-8C The relay will include an integral pilot light.
- 3-8D The relay will have Single Pole Double Throw (SPDT) contacts
- 3-8E The relay will be socket mounted.

3-9 Part numbers

- 3-9A The relay with socket will be a Square-D RSL 1PVBU.

3-10 Bubbler cabinet (as an option)

- 3-10A Enclosure H30" xW 20" xD 8" Hoffman CSD30208LG
- 3-10B pressure transducer 0 to 10 psi 4 to 20 mA 2 wire Mamac PR-243-R1-ma
- 3-10C 120VAC Brass Solenoid Valve, Normally Closed Asco
- 3-10D 120VAC Brass Solenoid Valve, Normally Open Asco
- 3-10E Flowmeter, range .2-2 SCFH air Dwyer VFA-2-BV
- 3-10F 1/4" General Purpose Air Regulator
- 3-10G Desiccant Air Dryer WILKERSON X06-02-000
- 3-10H 1-1/2" Test Pressure Gauge, 0 to 100 psi
- 3-10I 2-1/2" Low Pressure Pressure Gauge, 0 to 160 In. H2O

3-11 Submersible level sensor (as an option)

- 3-11A level sensor KPSI 750-S-1-4-D-B-A-10-0-C-0060-B.
- 3-11B Repeater power supply (4-20 mA) Phoenix Contact 2902014

4 Control switches, push buttons and lights.

- 4-1 There will be no switches or lights on the control cabinet.

5 Relay logic.

- 5-1 The existing relay logic will be removed.

Cedar Falls Replacement of the Raw wet well control and power.

- 6 Level sensor and float switches
 - 6-1 The existing level sensor and float switches will be re-used.
 - 6-1A Connections to the bubbler cabinet (option) will be made using the four to twenty milliamp (4-20 mA) input of the PLC. If the submersible level sensor (option) is used an intrinsic safety isolator will be added.
 - 6-1B Connections to the existing float switches will be made with intrinsic safety isolators.
 - 7 Control cabinet
 - 7-1 The control cabinet will be thirty inches tall, twenty-four inches wide and eight inches deep Hoffman/Pentair CONCEPT, NEMA type 4 enclosure (H30" xW 24" xD 8").
 - 7-1A The PLC will be mounted on a back panel installed within the control cabinet.
 - 7-1B The Operator Interface Unit will be mounted on the front door of the control cabinet.
- D Control system operation
- 1 Control system sequence of operation
 - 1-1 The existing RAW Station OIU and PLC programs will be used for the sequence of operation of the pumps.
 - 1-2 Customer input will be taken so that improvements will be implemented into the sequence of operation and OIU screens.
 - 1-3 The sequence of operation will be summarized by an integer value with a provided table of plain text descriptions for each value used.
 - 3 Fault indication
 - 3-1 Fault indications will be provided by the true state of consecutive individual binary values for the use of the operator interface panel or a SCADA system to log fault occurrences.
 - 3-2 The fault indications defined in 3-1 will become true when the fault condition becomes true and reset to the false condition when the fault condition no longer exists.
 - 3-3 Rapidly cascading fault conditions will be latched to indicate the first fault, such as the failure of the K1 contactor to show a closed position before showing a PL-1 lead pump fail condition.
 - 3-4 The first fault condition will be presented as an integer value with a provided table of plain text descriptions for each fault.

Item G.2.f.

Cedar Falls Replacement of the Raw wet well control and power.

- E Construction practices
 - 1 Control wiring
 - 1-1 All control wiring, including that which is reused, will have wire labels attached. The wire labels will contain identical markings at each end of each wire. The wire label markings will also be shown on the schematic diagrams.
 - 2 Equipment identification.
 - 2-1 Equipment descriptions representing the verbal description of the equipment will be preserved from those customarily used at the facility.
 - 2-2 Equipment tag names, conforming to ANSI/ISA-S5.1, will be assigned to conform to the existing conventions used at the Customer site.
 - 2-3 Both equipment tag names and descriptions will be shown within the PLC documentation and the schematic diagrams.
- F Contractors site simulation and run off testing
 - 1 During the design phase the PLC and associated program will be tested at the manufacturer's site with simulated sensor, motor and control equipment attached.
- G On site support
 - 1 Installation
 - 1-1 The system integrator will remove the existing PLC, install the new PLC and add the operator interface unit.
 - 1-2 The system integrator will provide a process that will allow the wet well to remain running during the process of replacement. This includes supervision, technical support and any necessary equipment.
 - 2 Training
 - 2-1 The system integrator will provide factory authorized start-up service, on-site training, commissioning and technical support including travel and expenses.
- H Design cycle
 - 1 The design, documentation and equipment will be ready for installation twelve (12) weeks After Receipt of Order.
- I Documentation
 - 1 Schematic drawings
 - 1-1 Schematic diagrams will be provided in printed, Acrobat and AutoCAD formats, for all of the control wiring in the control system.

Cedar Falls Replacement of the Raw wet well control and power.

- 2 Operation manual
 - 2-1 A printed and an Acrobat document operation manual will be provided. The manual will include a description of the function of all controls and indicators. The manual will include a description of how the program functions. Included in the manual will be a troubleshooting guide.

- 3 PLC and OIU program
 - 3-1 A printed and an Acrobat document of the program will be provided.
 - 3-2 A digital copy of the program, suitable to load into the PLC, will be provided. This copy may be used to load the program into the PLC if the memory is lost.
 - 3-3 Each functional section of the program will contain comments describing the variables used and the function of the section.

 - 3-4 Each variable used in the program will be addressed by a tag name that matches the actual equipment at the facility.
 - 3-5 Each variable used in the program will have an associated description field indicating the function of the variable and the unit of measure if applicable.
 - 3-6 These programs are the property of the customer who has non-exclusive rights for their use.

- 4 Packaged equipment
 - 4-1 A manufacturers user manual will be provided in both printed and Acrobat formats for each piece of equipment supplied.

- J Commissioning
 - 1 Final delivery will be accomplished when the proper operation of the control system is demonstrated and approved by the Customer.

- K Payment
 - 1 Partial payment for the actual price of the equipment may be expected when the equipment is delivered to the site.

 - 2 Final payment for the total price is expected after final delivery is complete and the Customer receives the invoice total from the Integrator.

Item G.2.f.

WARRANTY STATEMENT AND CONDITIONS

HUPP ELECTRIC MOTORS, INC.

CEDAR RAPIDS, IOWA

Hupp Electric Motors, Inc. warrants apparatus, equipment, products, system, service or parts (herein called product) described on our invoice to the customer to be free from defective material and workmanship. Hupp Electric Motors, Inc. warrants the product to perform in satisfactory manner for the purpose intended. The warranty will expire 24 months from the date of shipment or 12 months after such product is placed in operation, whichever period shall first expire. Customer is responsible for proper storage when installation and start-up are delayed. All componets, such as the power inverter unit, shall be warranted by the manufacturer under their written warranty statement.

If the product does not operate in accordance with the foregoing warranties, Hupp Electric Motors, Inc. will refund the price of the product or will provide for the reworking or replacement of the product at Hupp Electric Motors, Inc. option, to cause it to so operate for no additional cost to the customer. Hupp Electric Motors, Inc. shall not be liable to customer or any person, in contract, in tort or otherwise for damage or loss of other property or equipment or power system, cost of capital, cost of purchases or replacement power or temporary equipment, claim of the customer, or any special, indirect, incidental or consequential damage whatsoever.

Hupp Electric Motors, Inc. must be notified immediately of any in-warranty claim and is not responsible for any replacement or repair made by others unless authorized by Hupp Electric Motors, Inc.

If Hupp Electric Motors, Inc. furnishes customer with advice or other assistance on equipment in which products may be installed which is not required pursuant to the sales of said products, the furnishing of such advice or assistance will not subject Hupp Electric Motors, Inc. to any liability whatever in contract, warranty, tort, (including negligence) or otherwise.



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 3, 2018
SUBJECT: FY16 Sanitary Sewer Rehabilitation Project
City Project #WR-000-3097

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 FY16 budget included \$400,000 for this capital improvement project and all work was completed under budget at a total cost of \$262,232.

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: Terra Ray, Engineer Technician II

DATE: May 1, 2018

SUBJECT: Permanent and Temporary Easements
Campus Street Bridge Replacement University Branch of Dry Run Creek
Campus Street Box Culvert Project
Project No. BR-101-3043

The City of Cedar Falls engineering is planning to reconstruct the Campus Street Bridge/Box Culvert at the University Branch of Dry Run Creek during the 2018 construction season. The Project will require the acquisition of temporary and permanent easements along the corridor. Plans for the project show the need for acquisitions from two properties.

We recommend the council approves the University of Northern Iowa Parcel 1-4 and Cedar Heights Baptist Church parcel 5, Easement Contracts and Easement Agreements.

Xc: Stephanie Houk Sheetz, Director of Community Development
Jon Resler, PE, City Engineer
Chase Schrage, CIP Projects Supervisor

**CITY OF CEDAR FALLS, IOWA
EASEMENT CONTRACT**

PROJECT: Campus Street Bridge Replacement University Branch of Dry Run Creek

PARCEL NO. 1, 2, 3, and 4

PROJECT NO. BR-101-3043

THIS AGREEMENT made and entered into this _____ day of _____ A.D., 2018 by and between Board of Regents, State of Iowa, for the use and benefit of the University of Northern Iowa, Grantor, and the City of Cedar Falls, Iowa, Grantee.

1. GRANTOR GRANTS to the Grantee temporary easements and permanent easements upon Grantor's real estate, hereinafter referred to as the premises, described as follows:

Exhibit A (four pages)

The easements, as shown and described above (in Exhibit A, the other Temporary Construction Easement Agreements (2), and Permanent Easement Agreements (2)), are for the purpose of constructing Campus Street Bridge Replacement University Branch of Dry Run Creek Project, provided that such easements shall not unreasonably interfere with Grantor's business operation or access thereto. The premises also includes all estates, rights, title and interests, including all easements, and all advertising devices and the right to erect such devices as are located thereon. GRANTOR CONSENTS to any change of grade and accepts payment under this contract for any and all damages arising therefrom. The temporary easements and permanent easements agreement relating to the above described real estate effective 2018 are hereby made a part of this easement contract.

2. Each page and each attachment is by this reference made a part hereof and the entire agreement consists of 7 pages.
3. Grantee agrees that any drain tile(s) which are located within the premises and are damaged by the Grantee's work shall be repaired at no expense to Grantor. Grantee shall have the right of entry upon Grantor's remaining property along the right of way line, if necessary, for the purposes of connecting said drain tile(s). Any damage to Grantor's property caused by Grantee or Grantee's employees or agents relating to any of the easement agreements shall be repaired, replaced, restored, or compensated for within a reasonable period of time by Grantee to the reasonable satisfaction of Grantor. The Grantee agrees to defend and indemnify the Grantor for any claims related to the construction project, to the extent allowed by Iowa law.
4. It is agreed that any right of temporary easement granted by this contract shall terminate upon the completion of the project. If an easement agreement is recorded the Grantee will release the said easement rights upon completion of the project. Grantee will provide Grantor with a copy of Release after recording.
5. Grantee agrees to pay and Grantor agrees to grant the right to the easements related to the premises as shown on or before the dates listed below.

Item G.2.h.

PAYMENT AMOUNT	AGREED PERFORMANCE	DATE
\$ N/A	on right of possession	--
\$ N/A	on conveyance of title	--
\$ N/A	on surrender of possession	--
\$.00	on possession and conveyance	--
\$ 13,109.00	TOTAL LUMP SUM	<u>After council approval</u>

BREAKDOWN OF VALUES:		ac. = acres	sq. ft. = square feet		
Underlying Fee Title	N/A	ac./sq. ft.	\$--	Buildings & Improvements	\$--
Permanent Easement	<u>5,720</u>	sq. ft.	<u>\$11,270.00</u>	Fence -- rods woven	\$--
Temporary Easement	<u>9,327.5</u>	sq. ft.	<u>\$1,839.00</u>	Fence -- rods woven	\$--
Damages for					\$--

6. GRANTOR WARRANTS that there are no tenants on the premises holding under the lease except: None
7. This contract shall apply to and bind the legal successors in interest of Grantor and Grantor agrees to pay all legally binding liens and assessments against the premises, and agrees to warrant good and sufficient title. Names and addresses of lienholders are: None
8. If the Grantor holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this contract, Grantee will pay any remaining proceeds to the survivor of that joint tenancy and will accept conveyance solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of the Grantor.
9. This written contract constitutes the entire agreement between Grantee and Grantor and there is no agreement to do or not to do any act or deed except as specifically provided for herein. This contract is subject to the approval of the Cedar Falls City Council and Board of Regents, State of Iowa.

GRANTOR'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Grantee, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

Board of Regents,
State of Iowa

By: _____,
Executive Director

GRANTOR'S ACKNOWLEDGMENT

STATE OF _____,

COUNTY OF _____, ss:

This instrument was acknowledged before me on _____, 2018, by _____ as,
Executive Director of, Board of Regents, State of Iowa.

Notary Public in and for the State of _____

MUNICIPALITIES ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

Notary Public in and for the State of Iowa

BUYER'S APPROVAL

By: _____
James P. Brown, Mayor (date)

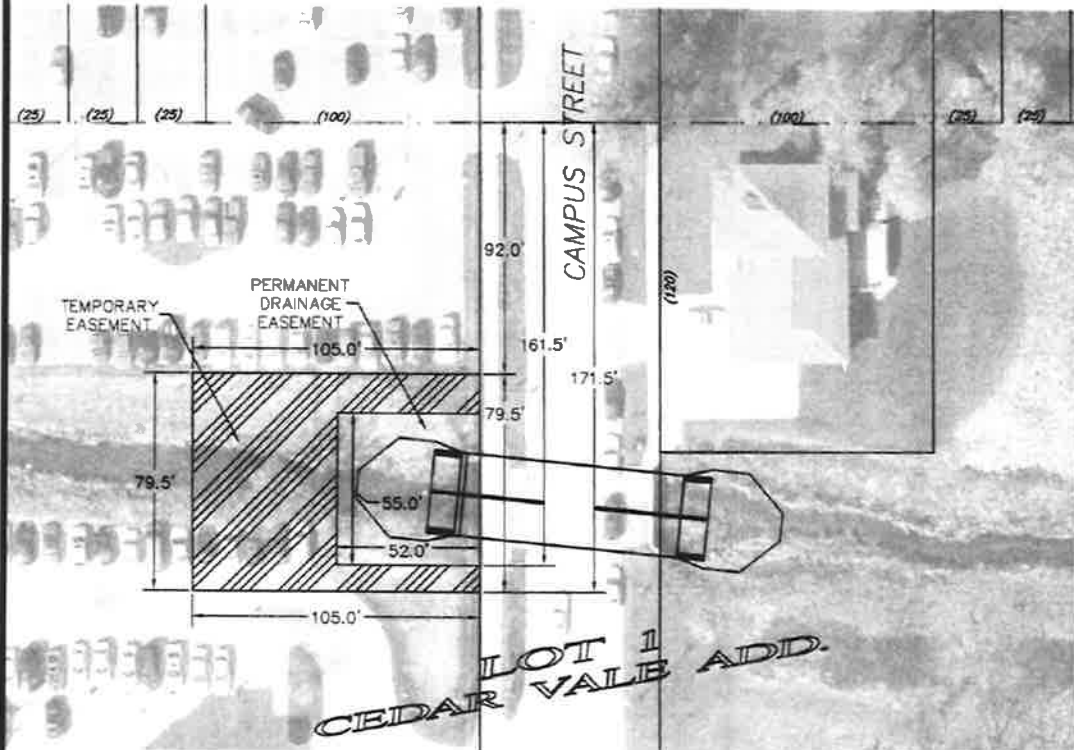
By: _____
Jacqueline Danielsen, MMC (date)
City Clerk

EXHIBIT A

Right of Way Acquisition Plat
 Campus Street Bridge Replacement

City Proj. No. BR-101-3043

TEMPORARY EASEMENT



TEMPORARY EASEMENT:

The East 105.0 feet of the South 79.5 feet of the North 171.5 feet of that part of Lot 1 lying West of Campus Street, Cedar Vale Addition in the City of Cedar Falls, Black Hawk County, Iowa, EXCEPT the East 52.0 feet of the South 55.0 feet of the North 161.5 feet of that part of Lot 1 lying West of Campus Street, Cedar Vale Addition in the City of Cedar Falls, Black Hawk County, Iowa. Contains 5487.5 square feet, more or less.



This plat has been compiled from record information and is not the result of a field survey.

Owner

STATE OF IOWA
 800 LINCOLN WAY
 AMES, IA 50010

Parcel No. : 2
 891414401005

DEPARTMENT OF COMMUNITY DEVELOPMENT
 CEDAR ENGINEERING DIVISION



CITY of CEDAR FALLS, IOWA
 220 CLAY ST.
 CEDAR FALLS, IOWA
 50613
 (319) 273-8806

"OUR CITIZENS ARE OUR BUSINESS"

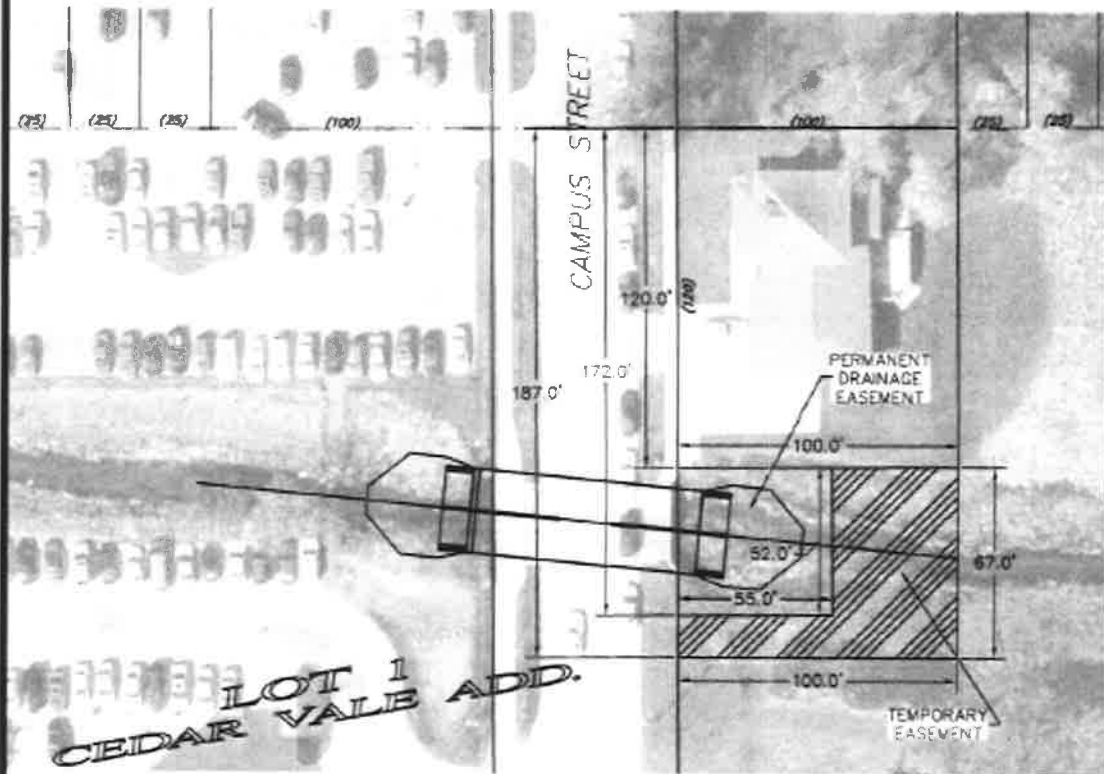
DRAWN BY: JCH CHECKED BY: TCH

SHEET NO.	1	TOTAL SHEETS	1
-----------	---	--------------	---

Right of Way Acquisition Plat Campus Street Bridge Replacement

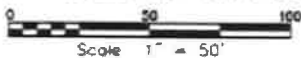
City Proj. No. BR-101-3043

TEMPORARY EASEMENT



TEMPORARY EASEMENT.

The West 100.0 feet of the South 67.0 feet of the North 187.0 feet of that part of Lot 1 lying East of Campus Street, Cedar Vale Addition in the City of Cedar Falls, Black Hawk County, Iowa, EXCEPT the West 55.0 feet of the South 52.0 feet of the North 172.0 feet of that part of Lot 1 lying East of Campus Street, Cedar Vale Addition in the City of Cedar Falls, Black Hawk County, Iowa, Contains 3840 square feet, more or less.



Owner
STATE OF IOWA
800 LINCOLN WAY
AMES, IA 50010

Parcel No. : 4
891414426014

DEPARTMENT OF COMMUNITY DEVELOPMENT
CEDAR ENGINEERING DIVISION



CITY OF CEDAR FALLS, IOWA
220 CLAY ST.
CEDAR FALLS, IOWA
52513
(319) 273-8606

"CEAR CAREERS ARE OUR BUSINESS"

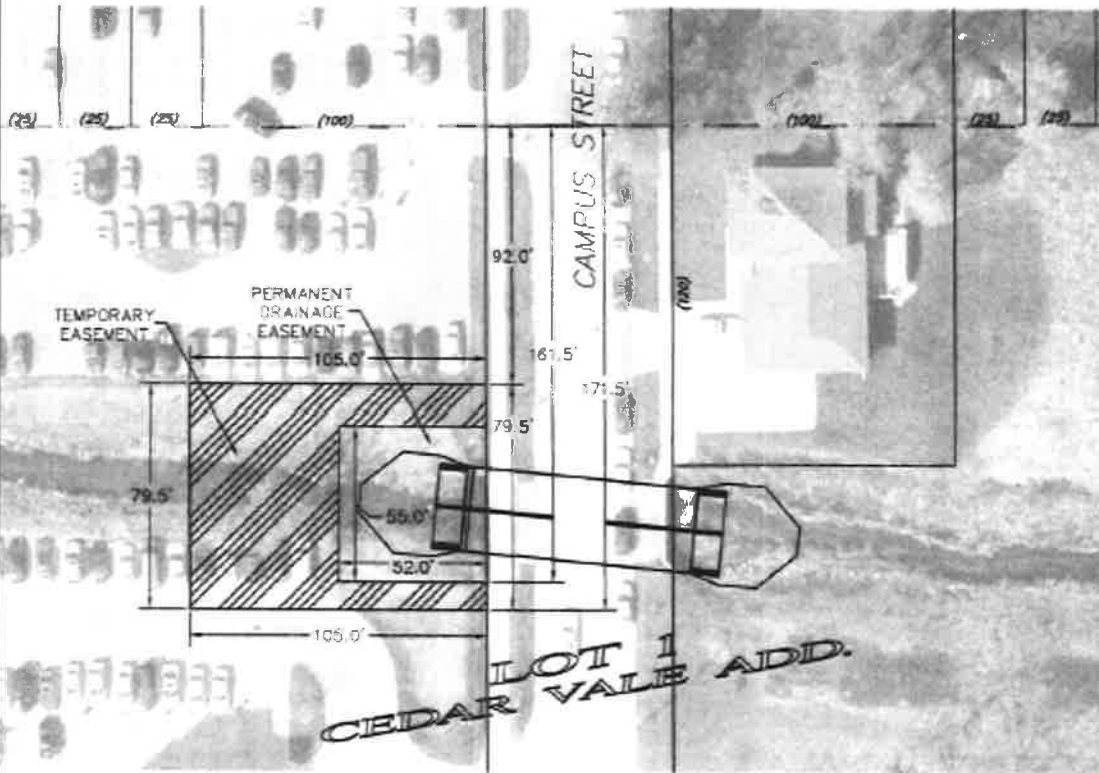
DRAWN BY: JCH	CHECKED BY: TCH		SHEET NO. 1	TOTAL SHEETS 1
---------------	-----------------	--	-------------	----------------

Item G.2.h.

**Right of Way Acquisition Plat
Campus Street Bridge Replacement**

City Proj. No. BR-101-3043

PERMANENT DRAINAGE EASEMENT



PERMANENT DRAINAGE EASEMENT:

The East 92.0 feet of the South 55.0 feet of the North 161.5 feet of that part of Lot 1 lying West of Campus Street, Cedar Vale Addition in the City of Cedar Falls, Black Hawk County, Iowa. Contains 2650 square feet, more or less.




This plat has been compiled from record information and is not the result of a field survey.

Owner
STATE OF IOWA
800 LINCOLN WAY
AMES, IA 50010

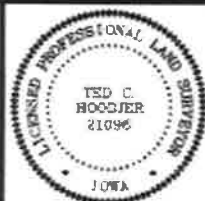
Parcel No. : 1
891414401005

DEPARTMENT OF COMMUNITY DEVELOPMENT
CEDAR ENGINEERING DIVISION



CITY OF CEDAR FALLS, IOWA
220 CLAY ST.
CEDAR FALLS, IOWA
52613
(319) 273-9505

"OUR CITIZENS ARE OUR BUSINESS"



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.

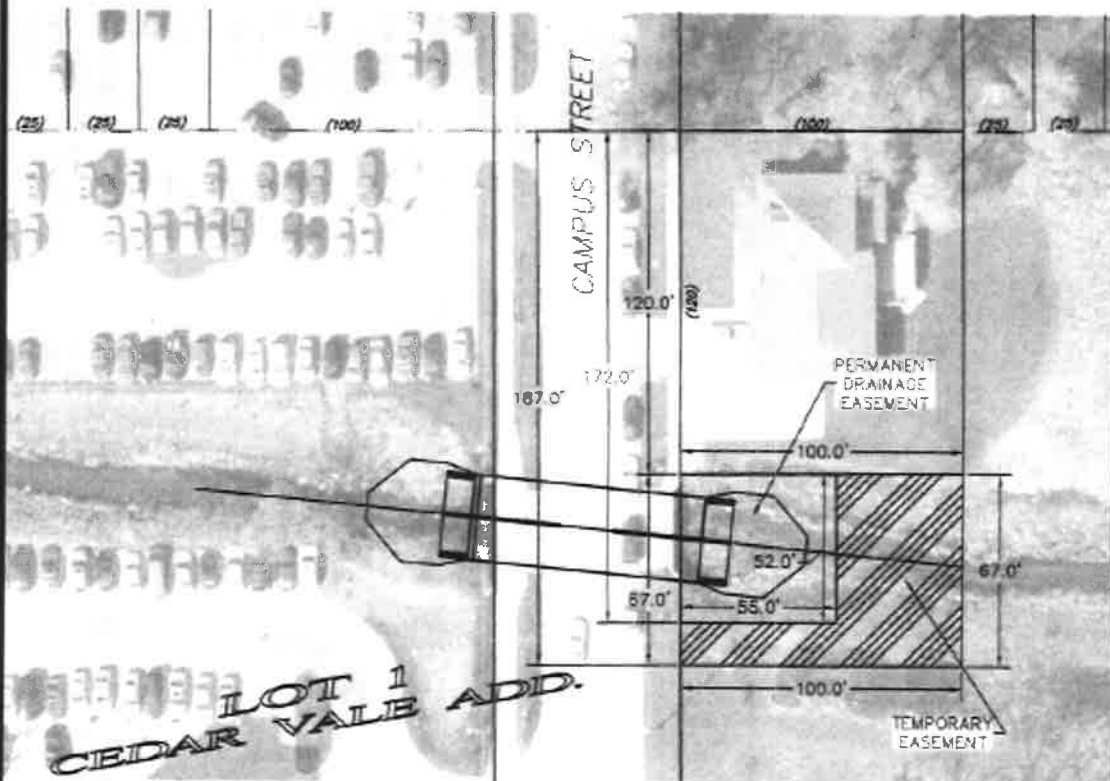
T.C. Hoedjer Date: 1/18/2018
Ted C. Hoedjer, L.S. Iowa License No. 21096
My license renewal date is December 31, 2019.
Pages or Sheets covered by this Seal:

DRAWN BY: JCH	CHECKED BY: TCH	SHEET NO: 1	TOTAL SHEETS: 1
---------------	-----------------	-------------	-----------------

Right of Way Acquisition Plat Campus Street Bridge Replacement

City Proj. No. BR-101-3043

PERMANENT DRAINAGE EASEMENT



PERMANENT DRAINAGE EASEMENT:

The West 55.0 feet of the South 52.0 feet of the North 172.0 feet of that part of Lot 1 lying East of Campus Street, Cedar Vale Addition in the City of Cedar Falls, Black Hawk County, Iowa, Contains 2860 square feet, more or less.



This plat has been compiled from record information and is not the result of a field survey.

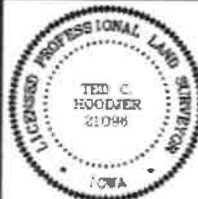
Owner
STATE OF IOWA
800 LINCOLN WAY
AMES, IA 50010

Parcel No. : 3
891414426014

DEPARTMENT OF COMMUNITY DEVELOPMENT
CEDAR FALLS ENGINEERING DIVISION



CITY OF CEDAR FALLS, IOWA
200 CLAY ST
CEDAR FALLS, IOWA
50613
(319) 272-8606



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.

Ted C. Hoodyer Date: 1/18/08
Ted C. Hoodyer, L.S. Iowa License No. 21096
My license renewal date is December 31, 2019.
Pages of Sheets covered by this Seal

DRAWN BY: JCH

CHECKED BY: TCH

NO. OF SHEETS	1	TOTAL SHEETS	1
---------------	---	--------------	---

Item G.2.h.

Prepared by: Terra Ray, 220 Clay Street, Cedar Falls, IA 50613 (319) 243-2711

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The undersigned Board of Regents, State of Iowa, for the use and benefit of the University of Northern Iowa (hereinafter "Grantor"), in consideration of One thousand eighty two dollars (\$1,082.00) and other valuable consideration, does hereby grant and convey to the City of Cedar Falls, Iowa (hereinafter "Grantee"), its successors and assigns, a temporary construction easement over, under, and across the real estate legally described below, for purposes of construction, reconstruction and/or replacement of the Campus Street Bridge Replacement University Branch of Dry Run Creek Project, together with the right of ingress to and egress from the real estate described below, in order to perform all work and do all other things reasonably necessary to exercise all rights granted to Grantee in this easement, provided that such easement shall not unreasonably interfere with Grantor's business operation or access thereto.

Said easement is granted over the following described real estate owned by Grantor to-wit:

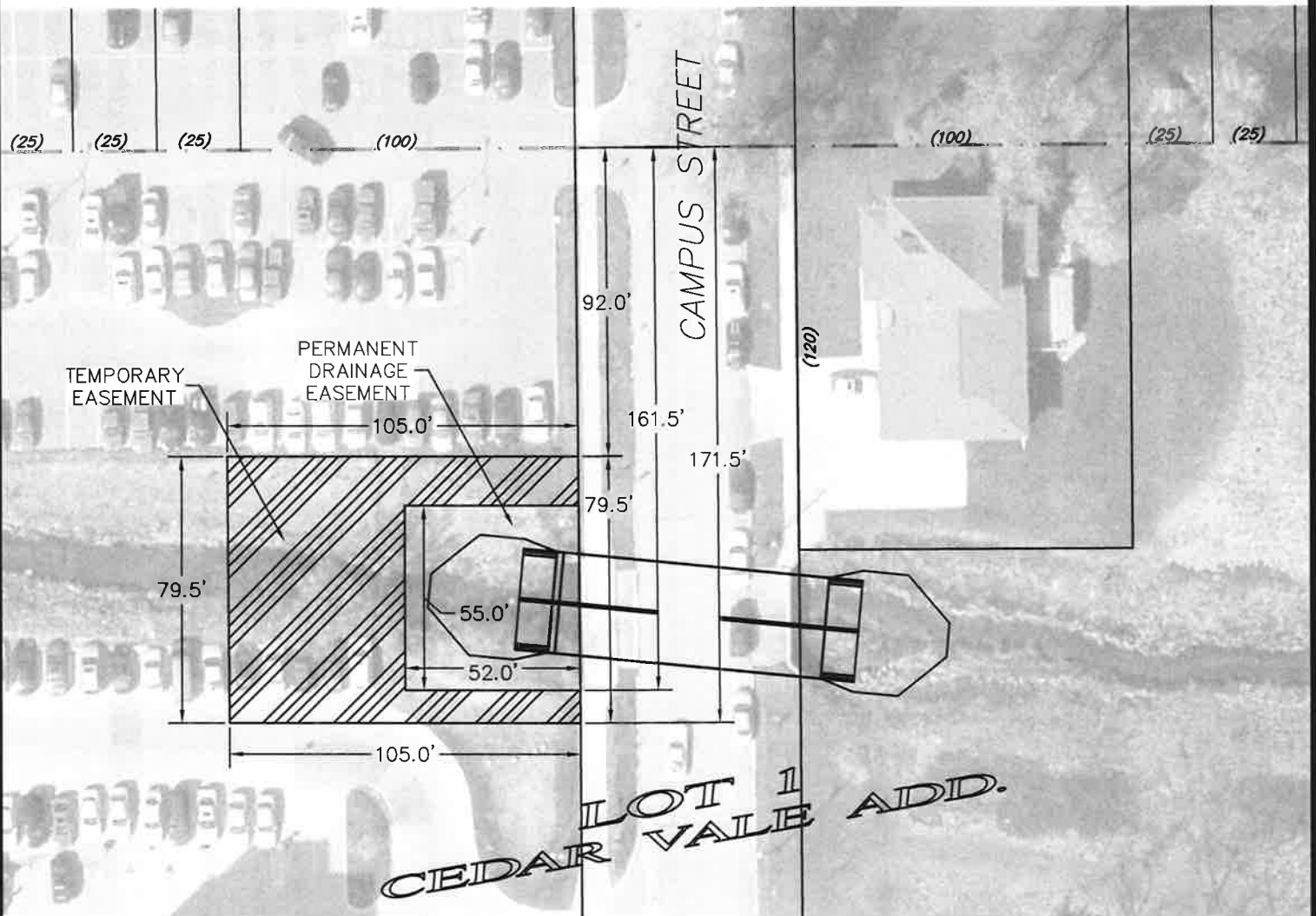
The East 105.0 feet of the South 79.5 feet of the North 171.5 feet of that part of Lot 1 lying West of Campus Street, Cedar Vale Addition in the City of Cedar Falls, Black Hawk County, Iowa. Except the East 52.0 feet of the South 55.0 feet of the North 161.5 feet of that part of Lot 1 lying West of Campus Street, Cedar Vale Addition in the City of Cedar Falls, Black Hawk County, Iowa. Contains 5487.5 square feet, more or less.

This easement shall be temporary in nature, terminating upon the completion of the Project but in no event later than one year after construction has begun. This easement shall benefit and shall be binding upon Grantor and Grantee, and their respective heirs, personal representatives, successors and assigns, and shall constitute a covenant that runs with the Grantor's land. If an easement is recorded, Grantee will release the said easement rights upon the completion of the Project.

Right of Way Acquisition Plat Campus Street Bridge Replacement

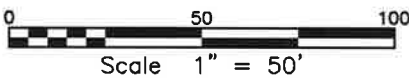
City Proj. No. BR-101-3043

TEMPORARY EASEMENT



TEMPORARY EASEMENT:

The East 105.0 feet of the South 79.5 feet of the North 171.5 feet of that part of Lot 1 lying West of Campus Street, Cedar Vale Addition in the City of Cedar Falls, Black Hawk County, Iowa, EXCEPT the East 52.0 feet of the South 55.0 feet of the North 161.5 feet of that part of Lot 1 lying West of Campus Street, Cedar Vale Addition in the City of Cedar Falls, Black Hawk County, Iowa. Contains 5487.5 square feet, more or less.



This plat has been compiled from record information and is not the result of a field survey.

Owner
STATE OF IOWA
800 LINCOLN WAY
AMES, IA 50010

Parcel No. : 2
891414401005

DEPARTMENT OF COMMUNITY DEVELOPMENT
CEDAR ENGINEERING DIVISION



CITY of CEDAR FALLS, IOWA
220 CLAY ST.
CEDAR FALLS, IOWA
50613
(319) 273-8606

"OUR CITIZENS ARE OUR BUSINESS"

DRAWN BY: JCH

CHECKED BY: TCH

Last Update: January 18, 2018 9:01 AM

SHEET NO.

1

TOTAL SHEETS

1

Item G.2.h.

Prepared by: Terra Ray, 220 Clay Street, Cedar Falls, IA 50613 (319) 243-2711

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The undersigned Board of Regents, State of Iowa, for the use and benefit of the University of Northern Iowa (hereinafter "Grantor"), in consideration of Seven hundred fifty seven dollars (\$757.00) and other valuable consideration, does hereby grant and convey to the City of Cedar Falls, Iowa (hereinafter "Grantee"), its successors and assigns, a temporary construction easement over, under, and across the real estate legally described below, for purposes of construction, reconstruction and/or replacement of the Campus Street Bridge Replacement University Branch of Dry Run Creek Project, together with the right of ingress to and egress from the real estate described below, in order to perform all work and do all other things reasonably necessary to exercise all rights granted to Grantee in this easement, provided that such easement shall not unreasonably interfere with Grantor's business operation or access thereto.

Said easement is granted over the following described real estate owned by Grantor to-wit:

The West 100.0 feet of the South 67.0 feet of the North 187.0 feet of that part of Lot 1 lying East of Campus Street, Cedar Vale Addition in the City of Cedar Falls, Black Hawk County, Iowa. Except the West 55.0 feet of the South 52.0 feet of the North 172.0 feet of that part of Lot 1 lying East of Campus Street, Cedar Vale Addition in the City of Cedar Falls, Black Hawk County, Iowa.
Contains 3840 square feet, more or less

This easement shall be temporary in nature, terminating upon the completion of the Project but in no event later than one year after construction has begun. This easement shall benefit and shall be binding upon Grantor and Grantee, and their respective heirs, personal representatives, successors and assigns, and shall constitute a covenant that runs with the Grantor's land. If an easement is recorded, Grantee will release the said easement rights upon the completion of the Project.

Item G.2.h.

STATE OF IOWA)
) ss.
COUNTY OF BLACK HAWK)

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

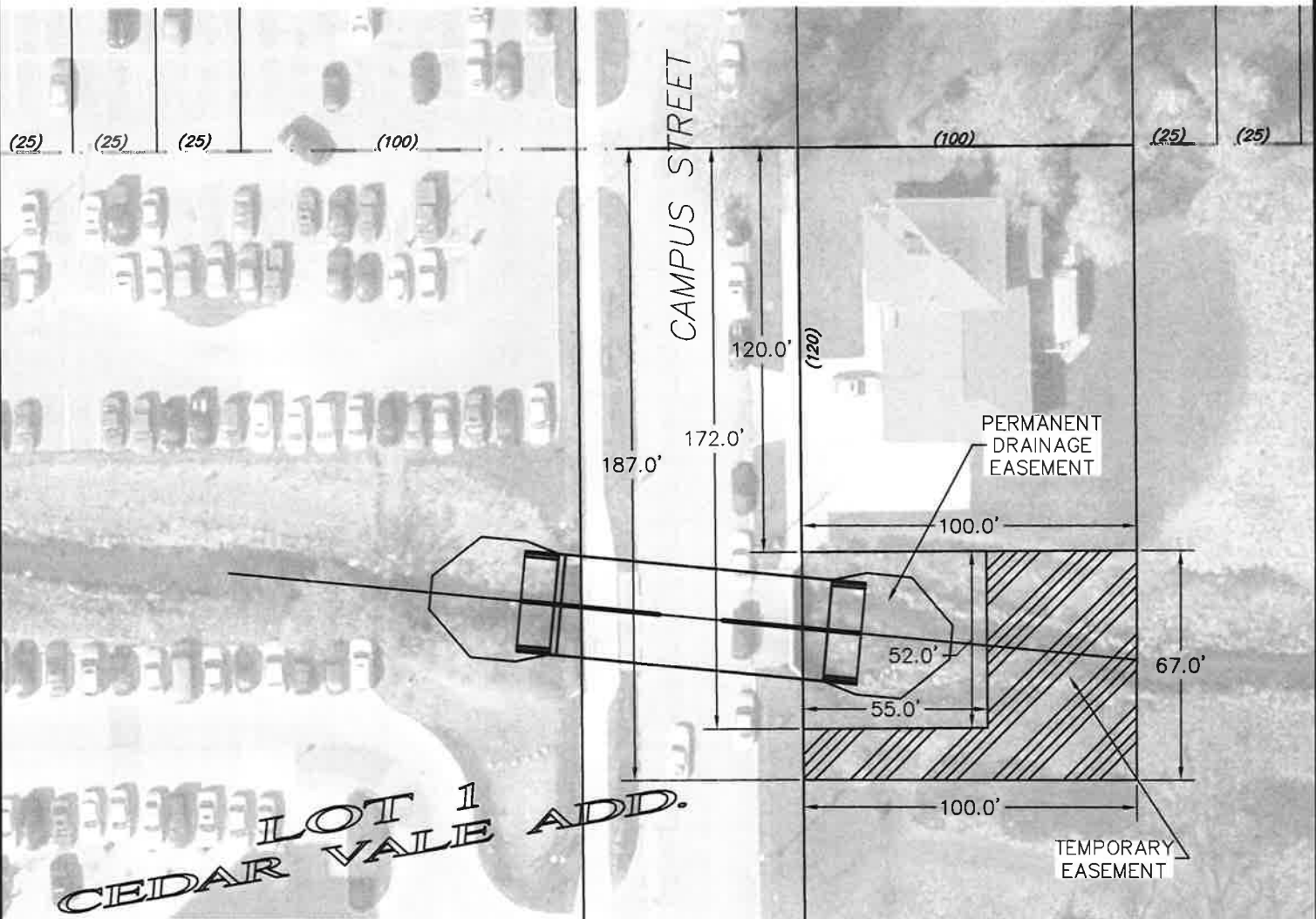
Notary Public in and for the State of Iowa

My Commission Expires: _____

Right of Way Acquisition Plat Campus Street Bridge Replacement

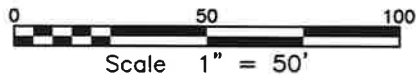
City Proj. No. BR-101-3043

TEMPORARY EASEMENT



TEMPORARY EASEMENT:

The West 100.0 feet of the South 67.0 feet of the North 187.0 feet of that part of Lot 1 lying East of Campus Street, Cedar Vale Addition in the City of Cedar Falls, Black Hawk County, Iowa, EXCEPT the West 55.0 feet of the South 52.0 feet of the North 172.0 feet of that part of Lot 1 lying East of Campus Street, Cedar Vale Addition in the City of Cedar Falls, Black Hawk County, Iowa. Contains 3840 square feet, more or less.



This plat has been compiled from record information and is not the result of a field survey.

Owner
STATE OF IOWA
800 LINCOLN WAY
AMES, IA 50010

Parcel No. : 4
891414426014

DEPARTMENT OF COMMUNITY DEVELOPMENT
CEDAR ENGINEERING DIVISION



CITY of CEDAR FALLS, IOWA
220 CLAY ST.
CEDAR FALLS, IOWA
50613
(319) 273-8606

"OUR CITIZENS ARE OUR BUSINESS"

DRAWN BY: JCH

CHECKED BY: TCH

Last Update: January 18, 2018 9:01 AM

SHEET NO.

1

TOTAL SHEETS

1

Item G.2.h.

Prepared by: Terra Ray, 220 Clay Street, Cedar Falls, IA 50613 (319) 243-2711

PERMANENT EASEMENT AGREEMENT

The undersigned Board of Regents, State of Iowa, for the use and benefit of the University of Northern Iowa (hereinafter "Grantor"), in consideration of Five thousand six hundred and thirty five dollars (\$5,635.00) and other valuable consideration, do hereby grant and convey to the City of Cedar Falls, Iowa (hereinafter "Grantee"), its successors and assigns, perpetual easements over, under, and across the real estate legally described below, for purposes of construction, operation, maintenance and repair of the Campus Street Bridge Replacement University Branch of Dry Run Creek Project together with the right of ingress to and egress from the real estate described below, in order to perform all work and do all other things necessary or appropriate to exercise all rights granted to Grantee in this easement.

Said easement is granted over the following described real estate owned by Grantor to-wit:

The East 52.0 feet of the South 55.0 feet of the North 161.5 feet of that part of Lot 1 lying West of Campus Street, Cedar Vale Addition in the City of Cedar Falls, Black Hawk County, Iowa. Contains 2860 square feet, more or less.

This easement shall be perpetual in nature, shall benefit and shall be binding upon Grantor and Grantee, and their respective heirs, personal representatives, successors and assigns, and shall constitute a covenant that runs with the Grantor's land.

Upon completion of any construction, repair or maintenance work undertaken by Grantee upon the above-described real estate, the Grantee shall be required to repair any and all damage to Grantor's real estate resulting from said construction, repair or maintenance work as is reasonable under the circumstances. The Grantee agrees to defend and indemnify the Grantor for any claims related to the construction project, to the extent allowed by Iowa law.

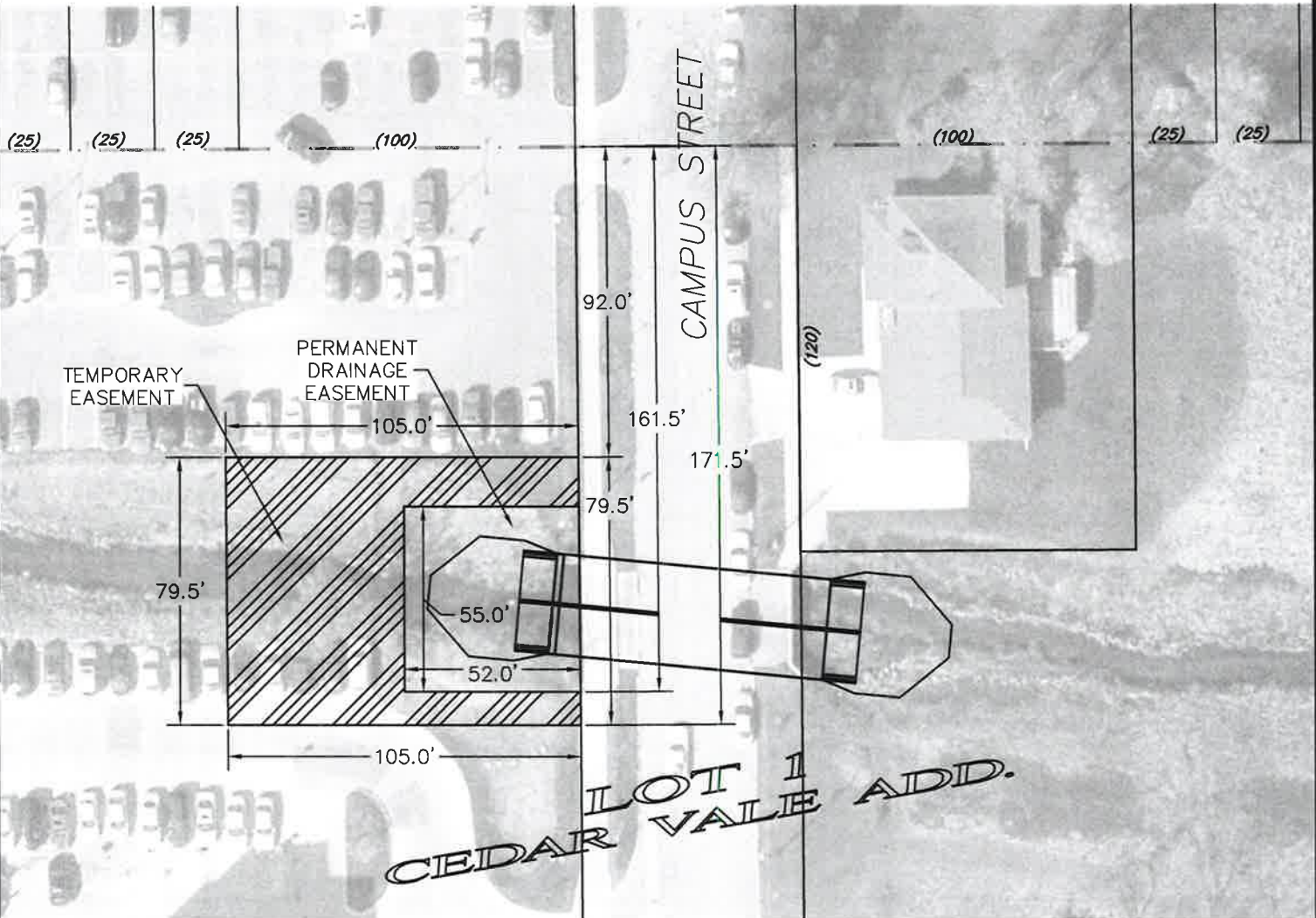
Dated this _____ day of _____, 2018.

Item G.2.h.

Right of Way Acquisition Plat Campus Street Bridge Replacement

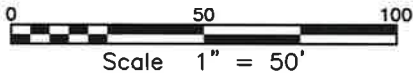
City Proj. No. BR-101-3043

PERMANENT DRAINAGE EASEMENT



PERMANENT DRAINAGE EASEMENT:

The East 52.0 feet of the South 55.0 feet of the North 161.5 feet of that part of Lot 1 lying West of Campus Street, Cedar Vale Addition in the City of Cedar Falls, Black Hawk County, Iowa. Contains 2860 square feet, more or less.



This plat has been compiled from record information and is not the result of a field survey.

Owner
STATE OF IOWA
800 LINCOLN WAY
AMES, IA 50010

Parcel No. : 1
891414401005

DEPARTMENT OF COMMUNITY DEVELOPMENT
CEDAR ENGINEERING DIVISION



CITY of CEDAR FALLS, IOWA
220 CLAY ST.
CEDAR FALLS, IOWA
50613
(319) 273-8606

"OUR CITIZENS ARE OUR BUSINESS"



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.

Ted C. Hoodjer Date: 1/18/2018
Ted C. Hoodjer, L.S. Iowa License No. 21096
My license renewal date is December 31, 2019.
Pages or Sheets covered by this Seal:

DRAWN BY: *JCH*

CHECKED BY: *TCH*

Last Update: January 18, 2018 3:01 AM

SHEET NO.

1

TOTAL SHEETS

1

Prepared by: Terra Ray, 220 Clay Street, Cedar Falls, IA 50613 (319) 243-2711

PERMANENT EASEMENT AGREEMENT

The undersigned Board of Regents, State of Iowa, for the use and benefit of the University of Northern Iowa (hereinafter "Grantor"), in consideration of Five thousand six hundred and thirty five dollars (\$5,635.00) and other valuable consideration, do hereby grant and convey to the City of Cedar Falls, Iowa (hereinafter "Grantee"), its successors and assigns, perpetual easements over, under, and across the real estate legally described below, for purposes of construction, operation, maintenance and repair of the Campus Street Bridge Replacement University Branch of Dry Run Creek Project together with the right of ingress to and egress from the real estate described below, in order to perform all work and do all other things necessary or appropriate to exercise all rights granted to Grantee in this easement.

Said easement is granted over the following described real estate owned by Grantor to-wit:

The West 55.0 feet of the South 52.0 feet of the North 172.0 feet of that part of Lot 1 lying East of Campus Street, Cedar Vale Addition in the City of Cedar Falls, Black Hawk County, Iowa. Contains 2860 square feet, more or less.

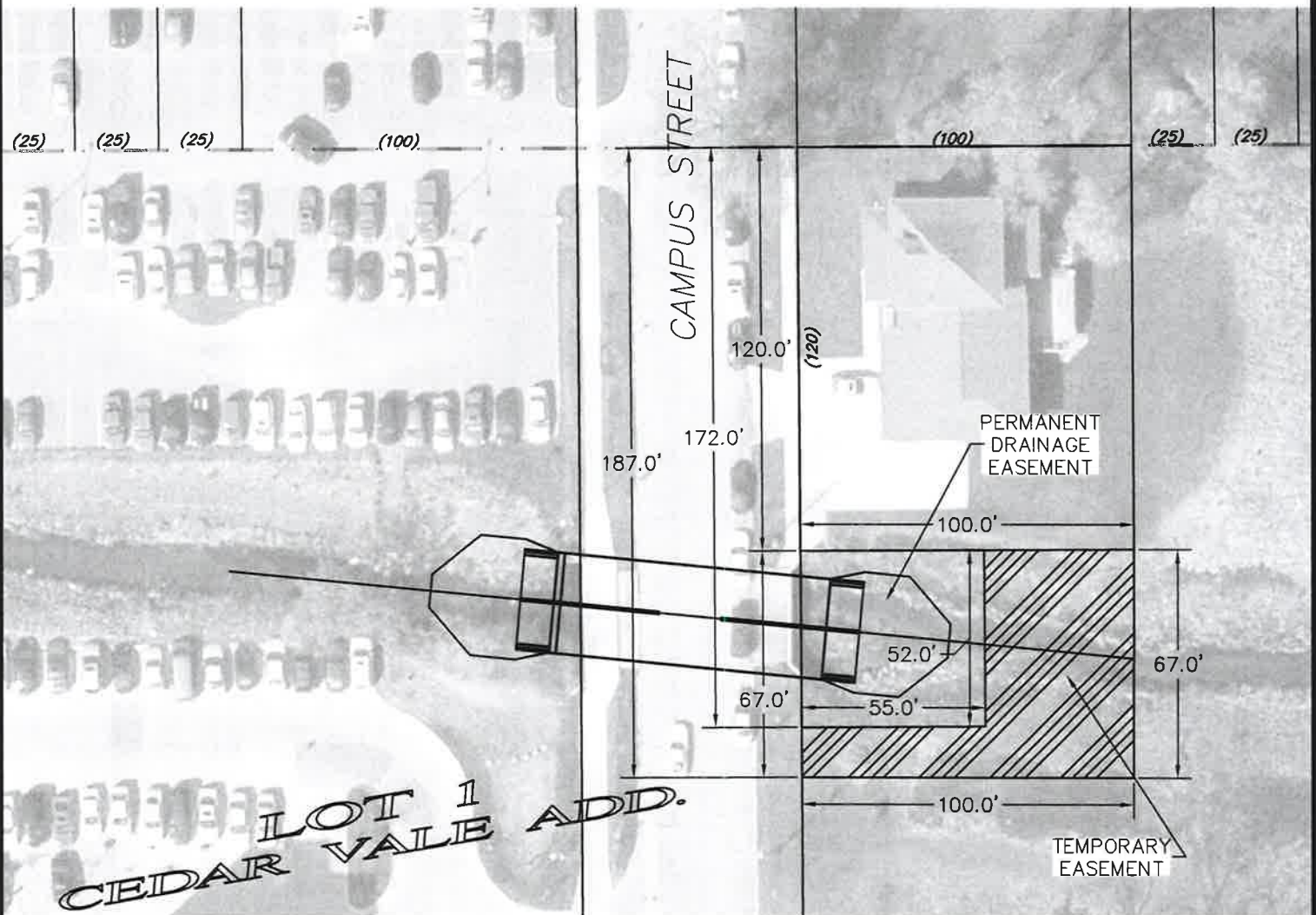
This easement shall be perpetual in nature, shall benefit and shall be binding upon Grantor and Grantee, and their respective heirs, personal representatives, successors and assigns, and shall constitute a covenant that runs with the Grantor's land.

Upon completion of any construction, repair or maintenance work undertaken by Grantee upon the above-described real estate, the Grantee shall be required to repair any and all damage to Grantor's real estate resulting from said construction, repair or maintenance work as is reasonable under the circumstances. The Grantee agrees to defend and indemnify the Grantor for any claims related to the construction project, to the extent allowed by Iowa law.

Right of Way Acquisition Plat Campus Street Bridge Replacement

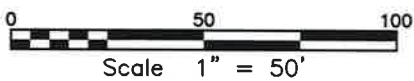
City Proj. No. BR-101-3043

PERMANENT DRAINAGE EASEMENT



PERMANENT DRAINAGE EASEMENT:

The West 55.0 feet of the South 52.0 feet of the North 172.0 feet of that part of Lot 1 lying East of Campus Street, Cedar Vale Addition in the City of Cedar Falls, Black Hawk County, Iowa. Contains 2860 square feet, more or less.



This plat has been compiled from record information and is not the result of a field survey.

Owner
STATE OF IOWA
800 LINCOLN WAY
AMES, IA 50010

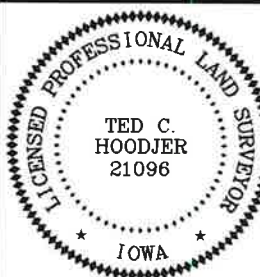
Parcel No. : 3
891414426014

DEPARTMENT OF COMMUNITY DEVELOPMENT
CEDAR ENGINEERING DIVISION



CITY OF CEDAR FALLS, IOWA
220 CLAY ST.
CEDAR FALLS, IOWA
50613
(319) 273-8606

"OUR CITIZENS ARE OUR BUSINESS"



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.

Ted C. Hoodjer Date: 1/18/2008
Ted C. Hoodjer, L.S. Iowa License No. 21096
My license renewal date is December 31, 2019.
Pages or Sheets covered by this Seal:

DRAWN BY: JCH

CHECKED BY: TCH

Last Update: January 18, 2018 9:01 AM

SHEET NO.

1

TOTAL SHEETS

1

CITY OF CEDAR FALLS, IOWA
EASEMENT CONTRACT

PROJECT: Campus Street Bridge Replacement University Branch of Dry Run Creek

PARCEL NO. 5

PROJECT NO. BR-101-3043

THIS AGREEMENT made and entered into this _____ day of _____ A.D., 2018 by and between Cedar Heights Baptist Church, Grantor, and the City of Cedar Falls, Iowa, Grantee.

1. GRANTOR GRANTS to the Grantee a temporary easement upon Grantor's real estate, hereinafter referred to as the premises, described as follows:

See Attached

The easement, as shown and described above, are for the purpose of constructing Campus Street Bridge Replacement University Branch of Dry Run Creek, provided that such easements shall not unreasonably interfere with Grantor's business operation or access thereto. The premises also includes all estates, rights, title and interests, including all easements, and all advertising devices and the right to erect such devices as are located thereon. GRANTOR CONSENTS to any change of grade and accepts payment under this contract for any and all damages arising therefrom. The temporary easement agreement relating to the above described real estate effective 2018 are hereby made a part of this easement contract.

2. Each page and each attachment is by this reference made a part hereof and the entire agreement consists of 4 pages.
3. Grantee agrees that any drain tile(s) which are located within the premises and are damaged by the Grantee's work shall be repaired at no expense to Grantor. Grantee shall have the right of entry upon Grantor's remaining property along the right of way line, if necessary, for the purposes of connecting said drain tile(s).
4. It is agreed that any right of temporary easement granted by this contract shall terminate upon the completion of the project. If an easement agreement is recorded the Grantee will release the said easement rights. Grantee will provide Grantor with a copy of Release after recording.
5. Grantee agrees to pay and Grantor agrees to grant the right to the easements related to the premises as shown on or before the dates listed below.



PAYMENT AMOUNT	AGREED PERFORMANCE	DATE
\$ N/A	on right of possession	--
\$ N/A	on conveyance of title	--
\$ N/A	on surrender of possession	--
\$.00	on possession and conveyance	after council approval
\$ \$1,105.00	TOTAL LUMP SUM	

BREAKDOWN OF VALUES:		ac. = acres	sq. ft. = square feet		
Underlying Fee Title	N/A	ac./sq. ft.	\$--	Buildings & Improvements	\$--
Permanent Easement	--	sq. ft.	\$--	Fence -- rods woven	\$--
Temporary Easement	1,300	sq. ft.	\$1,105.00	Fence -- rods woven	\$--
Damages for					\$--

6. GRANTOR WARRANTS that there are no tenants on the premises holding under the lease except: None
7. This contract shall apply to and bind the legal successors in interest of Grantor and Grantor agrees to pay all legally binding liens and assessments against the premises, and agrees to warrant good and sufficient title. Names and addresses of lienholders are: None
8. If the Grantor holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this contract, Grantee will pay any remaining proceeds to the survivor of that joint tenancy and will accept conveyance solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of the Grantor.
9. This written contract constitutes the entire agreement between Grantee and Grantor and there is no agreement to do or not to do any act or deed except as specifically provided for herein. This contract is subject to the approval of the Cedar Falls City Council.

GRANTOR'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Grantee, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

Cedar Heights Baptist Church

By: Megan J. Reid
 Its: Office Manager

GRANTOR'S ACKNOWLEDGMENT

STATE OF Iowa,
 COUNTY OF Black Hawk, ss:

This instrument was acknowledged before me on April 10, 2018, by Megan J Reid as, office manager of, Cedar Heights Baptist Church.



Annika R. Jepsen
 Notary Public in and for the State of Black Hawk

MUNICIPALITIES ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

Notary Public in and for the State of Iowa

BUYER'S APPROVAL

By: _____
James P. Brown, Mayor (date)

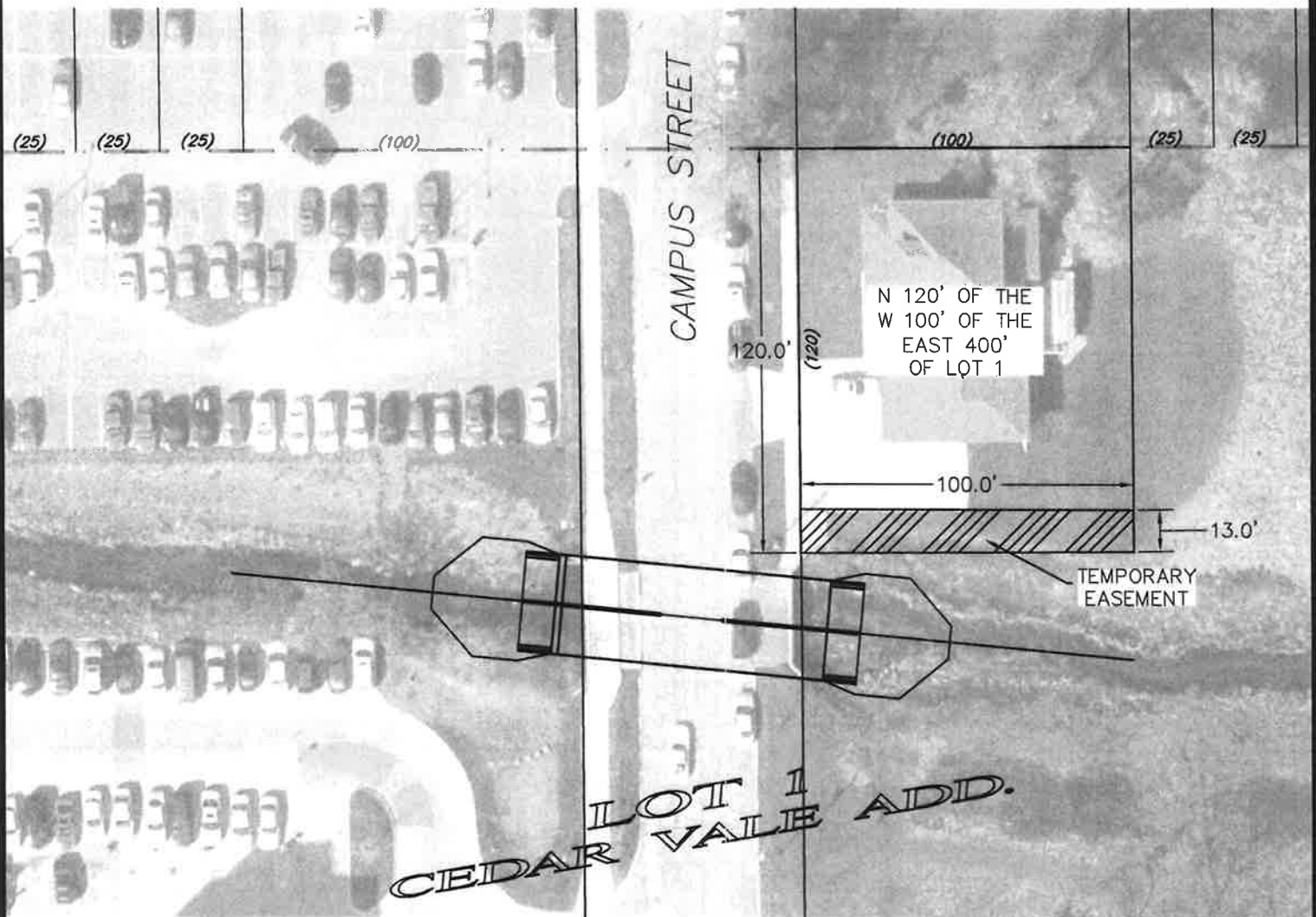
By: _____
Jacqueline Danielsen, MMC (date)
City Clerk

Item G.2.h.

Right of Way Acquisition Plat Campus Street Bridge Replacement

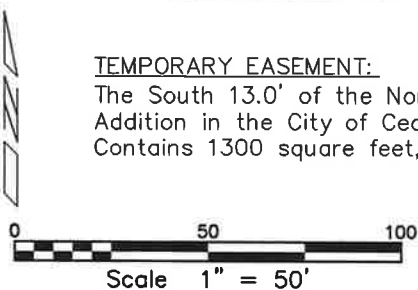
City Proj. No. BR--101--3043

TEMPORARY EASEMENT



TEMPORARY EASEMENT:

The South 13.0' of the North 120.0' of the West 100.0 feet of the East 400.0 feet of Lot 1, Cedar Vale Addition in the City of Cedar Falls, Black Hawk County, Iowa.
Contains 1300 square feet, more or less.



This plat has been compiled from record information and is not the result of a field survey.

Owner
CEDAR HEIGHTS BAPTIST CHURCH
2430 NEOLA STREET
CEDAR FALLS, IA 50613

Parcel No. : 5
891414426008

DEPARTMENT OF COMMUNITY DEVELOPMENT
CEDAR ENGINEERING DIVISION



CITY of CEDAR FALLS, IOWA
220 CLAY ST.
CEDAR FALLS, IOWA
50613
(319) 273-8606

"OUR CITIZENS ARE OUR BUSINESS"

DRAWN BY: JCH

CHECKED BY: TCH

Last Update: January 18, 2018 9:01 AM

SHEET NO.

1

TOTAL SHEETS

1

Item G.2.h.

Prepared by: Terra Ray, 220 Clay Street, Cedar Falls, IA 50613 (319) 243-2711

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The undersigned Cedar Heights Baptist Church (hereinafter "Grantor"), in consideration of One Dollar (\$1.00) and other valuable consideration, does hereby grant and convey to the City of Cedar Falls, Iowa (hereinafter "Grantee"), its successors and assigns, a temporary construction easement over, under, and across the real estate legally described below, for purposes of construction, reconstruction and/or replacement of the Campus Street Bridge Replacement University Branch of Dry Run Creek Project, together with the right of ingress to and egress from the real estate described below, in order to perform all work and do all other things reasonably necessary to exercise all rights granted to Grantee in this easement, provided that such easement shall not unreasonably interfere with Grantor's business operation or access thereto.

Said easement is granted with respect to the following described real estate owned by Grantor to-wit:
The South 13.0' of the North 120.0' of the West 100.0' of the East 400.0' of Lot 1, Cedar Vale Addition in the City of Cedar Falls, Black Hawk County, Iowa.
Contains 1300 square feet, more or less.

This easement shall be temporary in nature, terminating upon the completion of the Project but in no event later than one year after construction has begun. This easement shall benefit and shall be binding upon Grantor and Grantee, and their respective heirs, personal representatives, successors and assigns, and shall constitute a covenant that runs with the Grantor's land. If an easement is recorded, Grantee will release the said easement rights upon the completion of the Project.

Upon completion of the construction or other work of the project undertaken by Grantee upon the above-described real estate, the Grantee shall be required to repair any and all damage to Grantor's real estate resulting from said construction or other work and replace or restore the Grantor's real estate to substantially the same condition existing prior to the entry by the Grantee or its agents, to the satisfaction of the Grantor, unless otherwise agreed in writing by the Grantor and Grantee.

Dated this 10 day of April, 2018.

CEDAR HEIGHTS BAPTIST CHURCH

By: Megan J. Reid
Its: Office Manager

STATE OF Iowa)
COUNTY OF Black Hawk) ss.

This instrument was acknowledged before me on April 10, 2018, by Megan J. Reid as office manager of the Cedar Heights Baptist Church.



Annika R. Jepsen
Notary Public in and for the State of Iowa

My Commission Expires: 03/23/2020

ACCEPTANCE OF EASEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Easement.

Dated this _____ day of _____, 2018.

CITY OF CEDAR FALLS, IOWA
By: _____
James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC City Clerk

STATE OF IOWA)
) ss.
COUNTY OF BLACK HAWK)

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

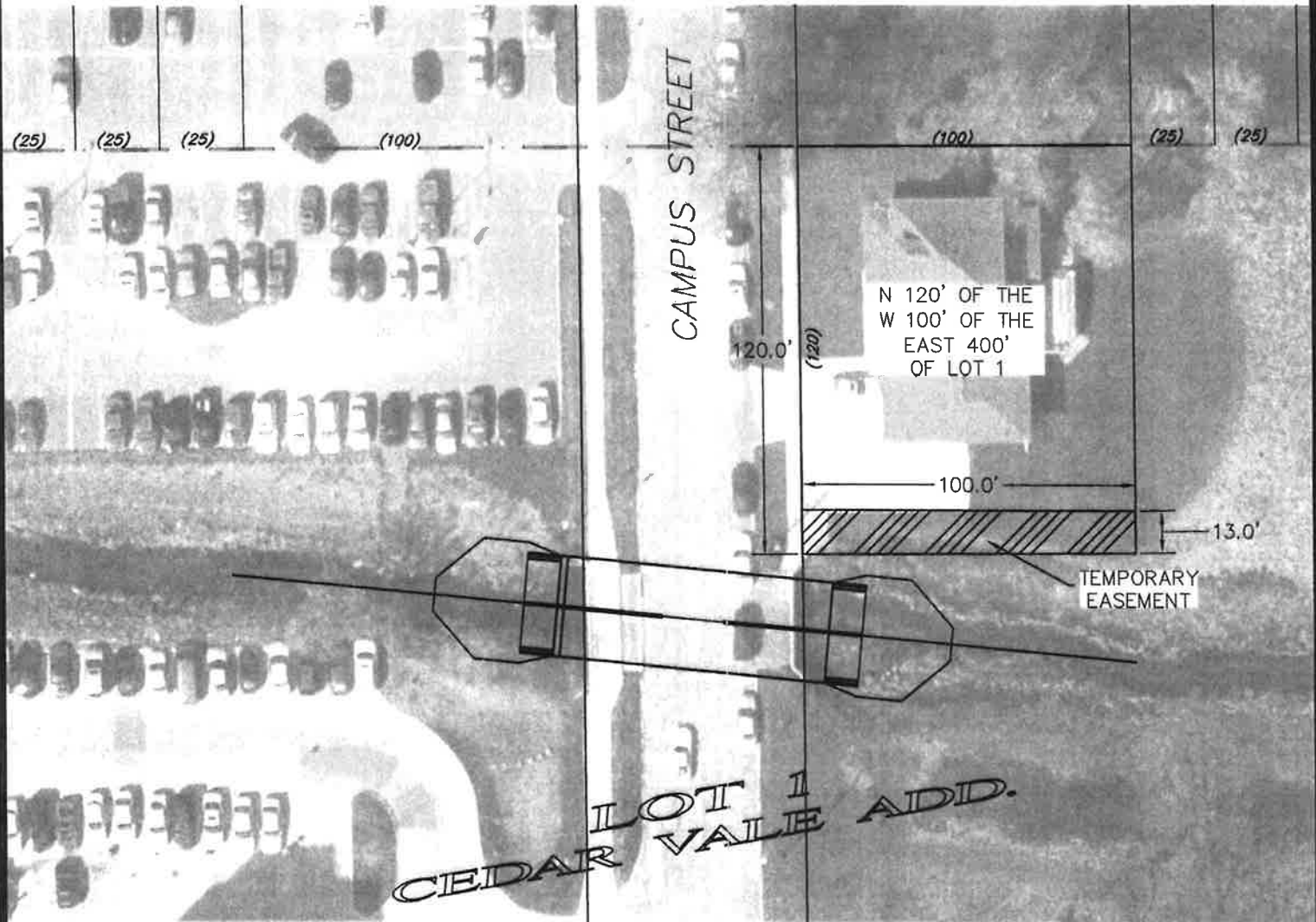
Notary Public in and for the State of Iowa

My Commission Expires: _____

Right of Way Acquisition Plat Campus Street Bridge Replacement

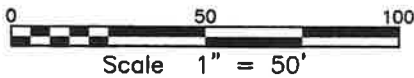
City Proj. No. BR--101--3043

TEMPORARY EASEMENT



TEMPORARY EASEMENT:

The South 13.0' of the North 120.0' of the West 100.0 feet of the East 400.0 feet of Lot 1, Cedar Vale Addition in the City of Cedar Falls, Black Hawk County, Iowa.
Contains 1300 square feet, more or less.



This plat has been compiled from record information and is not the result of a field survey.

Owner
CEDAR HEIGHTS BAPTIST CHURCH
2430 NEOLA STREET
CEDAR FALLS, IA 50613

Parcel No. : 5
891414426008

DEPARTMENT OF COMMUNITY DEVELOPMENT
CEDAR ENGINEERING DIVISION



CITY of CEDAR FALLS, IOWA
220 CLAY ST.
CEDAR FALLS, IOWA
50613
(319) 273-8606

"OUR CITIZENS ARE OUR BUSINESS"

DRAWN BY: JCH

CHECKED BY: TCH

Last Update: January 18, 2018 9:01 AM

SHEET NO.

1

TOTAL SHEETS

1

Item G.2.h.



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: Terra Ray, Engineer Technician II

DATE: May 1, 2018

SUBJECT: Center Street Recreational Trail Project
Project Number RT-000-3107

The City of Cedar Falls is planning to construct the Center Street Recreational Trail from Cottage Row Road to Lone Tree Road. The project will require the acquisition of temporary easements and right of way along Center Street. Plans for the project shows the need for acquisitions from approximately twenty four (24) properties.

We recommend that the City Council approve Parcels 1-3, 6-10, 12-26 Temporary Easement Agreements and record all acquisition documents with the Black Hawk County Recorder.

Xc: Stephanie Houk Sheetz, Director of Community Development
Jon Resler, PE, City Engineer
Chase Schrage, CIP Projects Supervisor



WARRANTY DEED
THE IOWA STATE BAR ASSOCIATION
Official Form No. 101
Recorder's Cover Sheet

Preparer Information: (Name, address and phone number)

Kevin Rogers, City Attorney, 220 Clay Street, Cedar Falls, IA 50613, Phone: (319) 243-2713

Taxpayer Information: (Name and complete address)

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

Return Document To: (Name and complete address)

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

Grantors:

Dwayne R. Eilers, II

Grantees:

City of Cedar Falls, Iowa

Legal description: See Page 2

Document or instrument number of previously recorded documents:

Item G.2.i.



WARRANTY DEED

For the consideration of One Dollar(s) and other valuable consideration, Dwayne R. Eilers, II, a single person do hereby Convey to City of Cedar Falls, Iowa

the following described real estate in Black Hawk County, Iowa: The East 2 feet of Lots 21 and 22, "Bruhn's Subdivision of a part of Northeast Quarter of the Northeast Quarter of Section 2, Township 89 North, Range 12, West of the 5th P.M., Black Hawk County, Iowa", except that part deeded to State of Iowa in 476 Deed 395. Subject to Easements of record.

This deed is exempt according to Iowa Code 428A.2(21).

Grantors do Hereby Covenant with grantees, and successors in interest, that grantors hold the real estate by title in fee simple; that they have good and lawful authority to sell and Convey the real estate; that the real estate is free and clear of all liens and encumbrances except as may be above stated; and grantors Covenant to Warrant and Defend the real estate against the lawful claims of all persons except as may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate. Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated on 9-7-18

[Signature of Dwayne R. Eilers, II] Dwayne R. Eilers, II (Grantor)

____ (Grantor)

____ (Grantor)

____ (Grantor)

STATE OF IOWA, COUNTY OF BLACK HAWK

This record was acknowledged before me on 3/7/18, by DWAYNE EILERS



[Signature] Signature of Notary Public

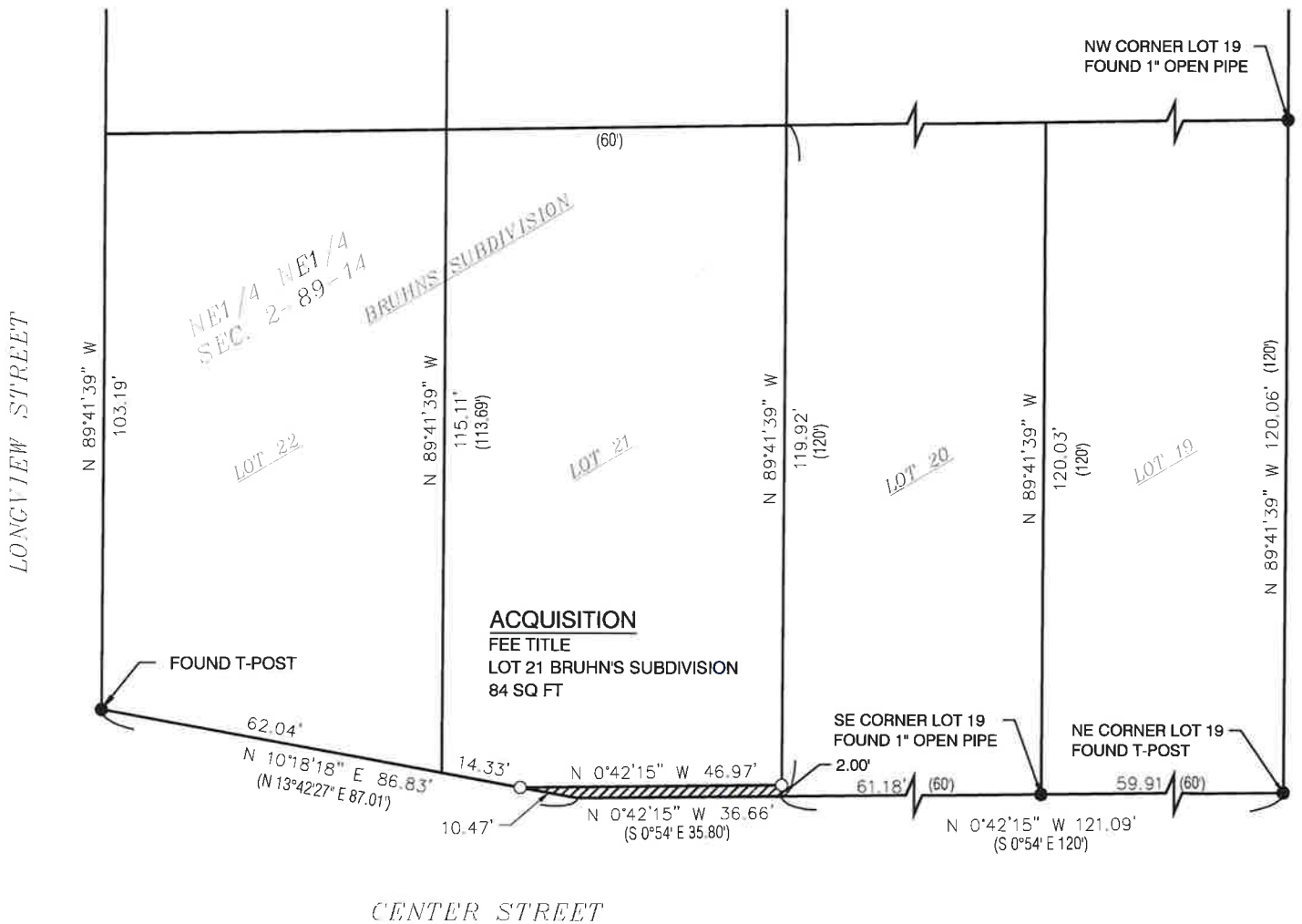
PREPARED BY - CLAPSADDLE-GARBER ASSOCIATES, INC. 16 EAST MAIN STREET, P.O. BOX 754, MARSHALLTOWN, IOWA 50158 - PHONE 641-752-6701

CITY OF CEDAR FALLS, IOWA

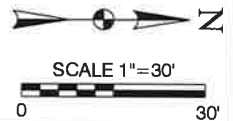
ACQUISITION PLAT PARCEL #1
 ADDRESS: 2024 CENTER ST.
 EXHIBIT "A"



COUNTY BLACK HAWK COUNTY STATE CONTROL NO. _____
 PROJECT NO. TAP-U-1185(651)--8I-07 PARCEL NO. 8914-02-235-010
 SECTION 2 TOWNSHIP 89N RANGE 14W
 ROW-FEE 84 SF, EASE _____ AC, BORROW _____ AC, EXCESS-FEE _____ AC
 ACQUIRED FROM DUANE R. EILERS II



DESCRIPTION
 THE EAST 2 FEET OF LOT NO. TWENTY-ONE (21) IN "BRUHN'S SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 89 NORTH, RANGE 14, WEST OF THE 5TH P.M., BLACK HAWK COUNTY, IOWA" EXCEPT THAT PART DEEDED TO THE STATE OF IOWA IN DEED RECORD 476, PAGE 395 OF THE RECORDS OF SAID COUNTY. PARCEL CONTAINS 84 SQUARE FEET.



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly Licensed Professional Land Surveyor under the laws of the State of Iowa.
[Signature] 1/26/2018
 Aaron L. Mueller, PLS date
 Iowa License Number 21428
 My License Renewal Date is December 31, 2018
 Pages or sheets covered by this seal: THIS SHEET

LEGEND
 ▲ GOVERNMENT CORNER MONUMENT FOUND
 △ GOVERNMENT CORNER MONUMENT SET 1/2" x 24" REBAR w/YELLOW PLASTIC ID CAP #21428
 ● CORNER MONUMENT FOUND
 ○ SET 1/2" x 24" REBAR w/YELLOW PLASTIC ID CAP #21428
 () RECORDED AS
 DRAWN BY KNW DATE 05/10/2017
 SCALE 1"=30' PROJECT NO. 1656.05

Item G.2.i.

Prepared by: Terra Ray, 220 Clay Street, Cedar Falls, IA 50613 (319) 243-2711

TEMPORARY EASEMENT AGREEMENT

The undersigned Dwayne R Eilers II, (hereinafter "Grantor"), in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey to the City of Cedar Falls, Iowa (hereinafter "Grantee"), its successors and assigns, a temporary easement over, under, and across the real estate legally described below, for purposes of construction, reconstruction, replacement, operation and maintenance of the Center Street Recreational Trail Project, together with the right of ingress to and egress from the real estate described below, in order to perform all work and do all other things reasonably necessary to exercise all rights granted to Grantee in this easement, provided that such easement shall not unreasonably interfere with grantor's business operation or access thereto.

Said easement is granted over the following described real estate owned by Grantor to-wit:

DESCRIPTION

THE EAST 7 FEET EXCEPT THE EAST 2 FEET OF THE FOLLOWING DESCRIBED PARCEL: LOT NO. TWENTY-ONE (21) IN "BRUHN'S SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 89 NORTH, RANGE 14, WEST OF THE 5TH P.M., BLACK HAWK COUNTY, IOWA" EXCEPT THAT PART DEEDED TO THE STATE OF IOWA IN DEED RECORD 476, PAGE 395 OF THE RECORDS OF SAID COUNTY. TEMPORARY EASEMENT CONTAINS 286 SQUARE FEET.

This easement shall be temporary in nature, terminating upon the completion of the Project. Shall benefit and shall be binding upon Grantor and Grantee, and their respective heirs, personal representatives, successors and assigns, and shall constitute a covenant that runs with the Grantor's land.

Upon completion of any construction or maintenance work undertaken by Grantee upon the above-described real estate, the Grantee shall be required to replace or restore any and all damage to said real estate resulting from said construction or maintenance work as is reasonable under the circumstances.

By 
Dwayne R Eilers II

STATE OF IOWA)
) ss.
COUNTY OF Black Hawk)

This instrument was acknowledged before me on 7 day of MARCH, 2018, by Dwayne R Eilers II.

Terra Ray
Notary Public in and for the State of Iowa

My Commission Expires: 1-23-21



ACCEPTANCE OF EASEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Easement.

Dated this _____ day of _____, 2018.

CITY OF CEDAR FALLS, IOWA

James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, CMC
City Clerk

STATE OF IOWA)
) ss.
COUNTY OF BLACK HAWK)

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

Notary Public in and for the State of Iowa

My Commission Expires: _____

Item G.2.i.

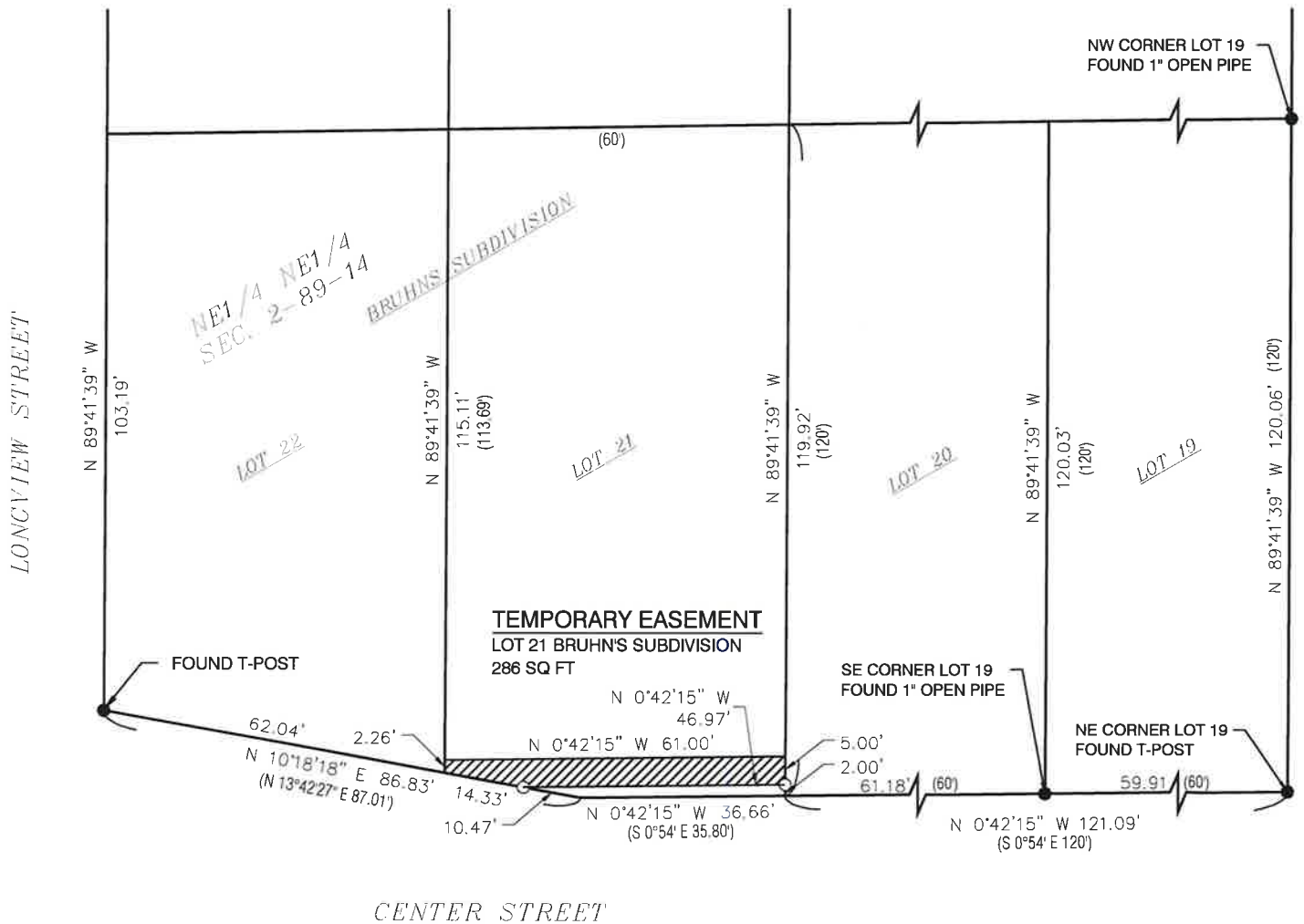
PREPARED BY - CLAPSADDLE-GARBER ASSOCIATES, INC. 16 EAST MAIN STREET, P.O. BOX 754, MARSHALLTOWN, IOWA 50158 - PHONE 641-752-6701

CITY OF CEDAR FALLS, IOWA

TEMPORARY EASEMENT PARCEL #1
ADDRESS: 2024 CENTER ST.
EXHIBIT "A"

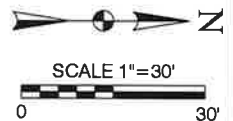


COUNTY BLACK HAWK COUNTY STATE CONTROL NO. _____
PROJECT NO. TAP-U-1185(651)--8I-07 PARCEL NO. 8914-02-235-010
SECTION 2 TOWNSHIP 89N RANGE 14W
ROW-FEE _____ SF, EASE 286 SF, BORROW _____ AC, EXCESS-FEE _____ AC
ACQUIRED FROM DUANE R. EILERS II



DESCRIPTION

THE EAST 7 FEET EXCEPT THE EAST 2 FEET OF THE FOLLOWING DESCRIBED PARCEL: LOT NO. TWENTY-ONE (21) IN "BRUHN'S SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 89 NORTH, RANGE 14, WEST OF THE 5TH P.M., BLACK HAWK COUNTY, IOWA" EXCEPT THAT PART DEEDED TO THE STATE OF IOWA IN DEED RECORD 476, PAGE 395 OF THE RECORDS OF SAID COUNTY. TEMPORARY EASEMENT CONTAINS 286 SQUARE FEET.



LEGEND

- ▲ GOVERNMENT CORNER MONUMENT FOUND
- △ GOVERNMENT CORNER MONUMENT SET 1/2" x 24" REBAR w/YELLOW PLASTIC ID CAP #21428
- CORNER MONUMENT FOUND
- SET 1/2" x 24" REBAR w/YELLOW PLASTIC ID CAP #21428
- () RECORDED AS

DRAWN BY KNW DATE 6/6/2017
SCALE 1"=30' PROJECT NO. 1656.05



WARRANTY DEED - SEVERAL GRANTORS

THE IOWA STATE BAR ASSOCIATION
Official Form No. 102
Recorder's Cover Sheet

Preparer Information: (Name, address and phone number)

Kevin Rogers, City Attorney, 220 Clay Street, Cedar Falls, IA 50613, Phone: (319) 243-2713

Taxpayer Information: (Name and complete address)

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

Return Document To: (Name and complete address)

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

Grantors:

Gary Miller
Donna Miller

Grantees:

City of Cedar Falls, Iowa

Legal description: See Page 2

Document or instrument number of previously recorded documents:

Item G.2.i.



WARRANTY DEED (Several Grantors)

For the consideration of One Dollar(s) and other valuable consideration, Gary Miller and Donna Miller, husband and wife

do hereby Convey to City of Cedar Falls, Iowa

the following described real estate in Black Hawk County, Iowa: The East 2 feet of Lot 20, "Bruhn's Subdivision of a part of Northeast Quarter of the Northeast Quarter of Section 2, Township 89 North, Range 14, West of the 5th P.M., Black Hawk County, Iowa." Subject to Easements of record.

This deed is exempt according to Iowa Code 428A.2(21).

Grantors do Hereby Covenant with grantees, and successors in interest, that grantors hold the real estate by title in fee simple; that they have good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances except as may be above stated; and grantors Covenant to Warrant and Defend the real estate against the lawful claims of all persons except as may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated on 3/7/2018

[Signature of Gary Miller] Gary Miller (Grantor) (Grantor)

[Signature of Donna Miller] Donna Miller (Grantor) (Grantor)

(Grantor) (Grantor)

(Grantor) (Grantor)

STATE OF IOWA, COUNTY OF BLACK HAWK

This record was acknowledged before me on 2-27-18, by GARY MILLER



[Signature of Notary Public] Signature of Notary Public

STATE OF IOWA, COUNTY OF BLACK HAWK
This record was acknowledged before me on 3/7/2018, by Donna Miller



Terra Ray
Signature of Notary Public

STATE OF _____, COUNTY OF _____
This record was acknowledged before me on _____, by _____

Signature of Notary Public

STATE OF _____, COUNTY OF _____
This record was acknowledged before me on _____, by _____

Signature of Notary Public

STATE OF _____, COUNTY OF _____
This record was acknowledged before me on _____, by _____

Signature of Notary Public

STATE OF _____, COUNTY OF _____
This record was acknowledged before me on _____, by _____

Signature of Notary Public

Item G.2.i.

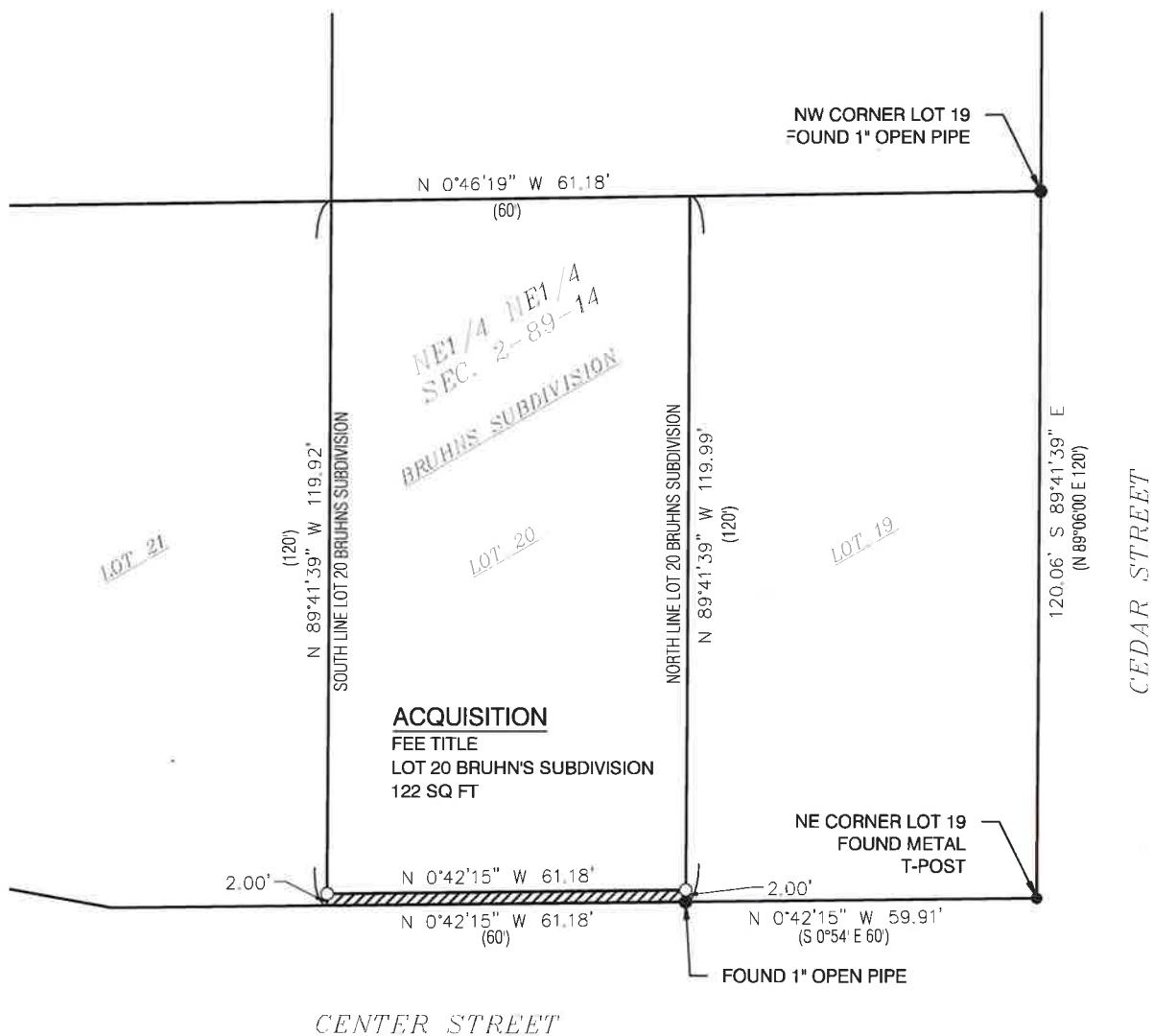
PREPARED BY - CLAPSADDLE-GARBER ASSOCIATES, INC. 16 EAST MAIN STREET, P.O. BOX 754, MARSHALLTOWN, IOWA 50158 - PHONE 641-752-6701

CITY OF CEDAR FALLS, IOWA

ACQUISITION PLAT PARCEL #2
ADDRESS: 2106 CENTER ST.
EXHIBIT "A"

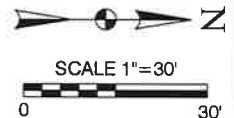


COUNTY BLACK HAWK COUNTY STATE CONTROL NO. _____
PROJECT NO. TAP-U-1185(651)--8I-07 PARCEL NO. 8914-02-235-004
SECTION 2 TOWNSHIP 89N RANGE 14W
ROW-FEE 122 SF, EASE _____ AC, BORROW _____ AC, EXCESS-FEE _____ AC
ACQUIRED FROM GARY MILLER & DONNA MILLER



DESCRIPTION

THE EAST 2 FEET OF LOT NO. TWENTY (20) IN "BRUHN'S SUBDIVISION OF A PART OF NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 89 NORTH, RANGE 14, WEST OF THE 5TH P.M., BLACK HAWK COUNTY, IOWA". PARCEL CONTAINS 122 SQUARE FEET.



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly Licensed Professional Land Surveyor under the laws of the State of Iowa.

[Signature] 1/28/2016
Aaron L. Mueller, PLS date
Iowa License Number 21428
My License Renewal Date is December 31, 2018
Pages or sheets covered by this seal: THIS SHEET

LEGEND

- ▲ GOVERNMENT CORNER MONUMENT FOUND
- △ GOVERNMENT CORNER MONUMENT SET 1/2" x 24" REBAR w/YELLOW PLASTIC ID CAP #21428
- CORNER MONUMENT FOUND
- SET 1/2" x 24" REBAR w/YELLOW PLASTIC ID CAP #21428
- () RECORDED AS

DRAWN BY KNW DATE 5/10/2017
SCALE 1"=30' PROJECT NO. 1656.05

Prepared by: Terra Ray, 220 Clay Street, Cedar Falls, IA 50613 (319) 243-2711

TEMPORARY EASEMENT AGREEMENT

The undersigned Gary Miller and Donna Miller, (hereinafter "Grantor"), in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey to the City of Cedar Falls, Iowa (hereinafter "Grantee"), its successors and assigns, a temporary easement over, under, and across the real estate legally described below, for purposes of construction, reconstruction, replacement, operation and maintenance of the Center Street Recreational Trail Project, together with the right of ingress to and egress from the real estate described below, in order to perform all work and do all other things reasonably necessary to exercise all rights granted to Grantee in this easement, provided that such easement shall not unreasonably interfere with grantor's business operation or access thereto.

Said easement is granted over the following described real estate owned by Grantor to-wit:

DESCRIPTION

THE EAST 7 FEET EXCEPT THE EAST 2 FEET OF LOT NO. TWENTY (20) IN "BRUHN'S SUBDIVISION OF A PART OF NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 89 NORTH, RANGE 14, WEST OF THE 5TH P.M., BLACK HAWK COUNTY, IOWA. TEMPORARY EASEMENT 306 SQUARE FEET.

This easement shall be temporary in nature, terminating upon the completion of the Project. Shall benefit and shall be binding upon Grantor and Grantee, and their respective heirs, personal representatives, successors and assigns, and shall constitute a covenant that runs with the Grantor's land.

Upon completion of any construction or maintenance work undertaken by Grantee upon the above-described real estate, the Grantee shall be required to replace or restore any and all damage to said real estate resulting from said construction or maintenance work as is reasonable under the circumstances.

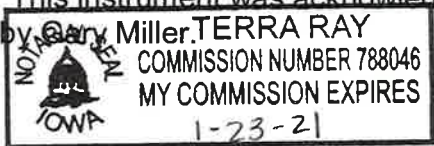
By Gary Miller
Gary Miller

By Donna Miller
Donna Miller

Item G.2.i.

STATE OF IOWA)
) ss.
COUNTY OF BLACK HAWK)

This instrument was acknowledged before me on 27 day of Feb, 2018, by Gary Miller.



Terra Ray
Notary Public in and for the State of IOWA

My Commission Expires: 1-23-21

STATE OF IOWA)
) ss.
COUNTY OF BLACK HAWK)

This instrument was acknowledged before me on 7th day of MARCH, 2018, by Donna Miller.

Terra Ray
Notary Public in and for the State of IOWA

My Commission Expires: 1-23-21



ACCEPTANCE OF EASEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Easement.

Dated this _____ day of _____, 2018.

CITY OF CEDAR FALLS, IOWA

James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC
City Clerk

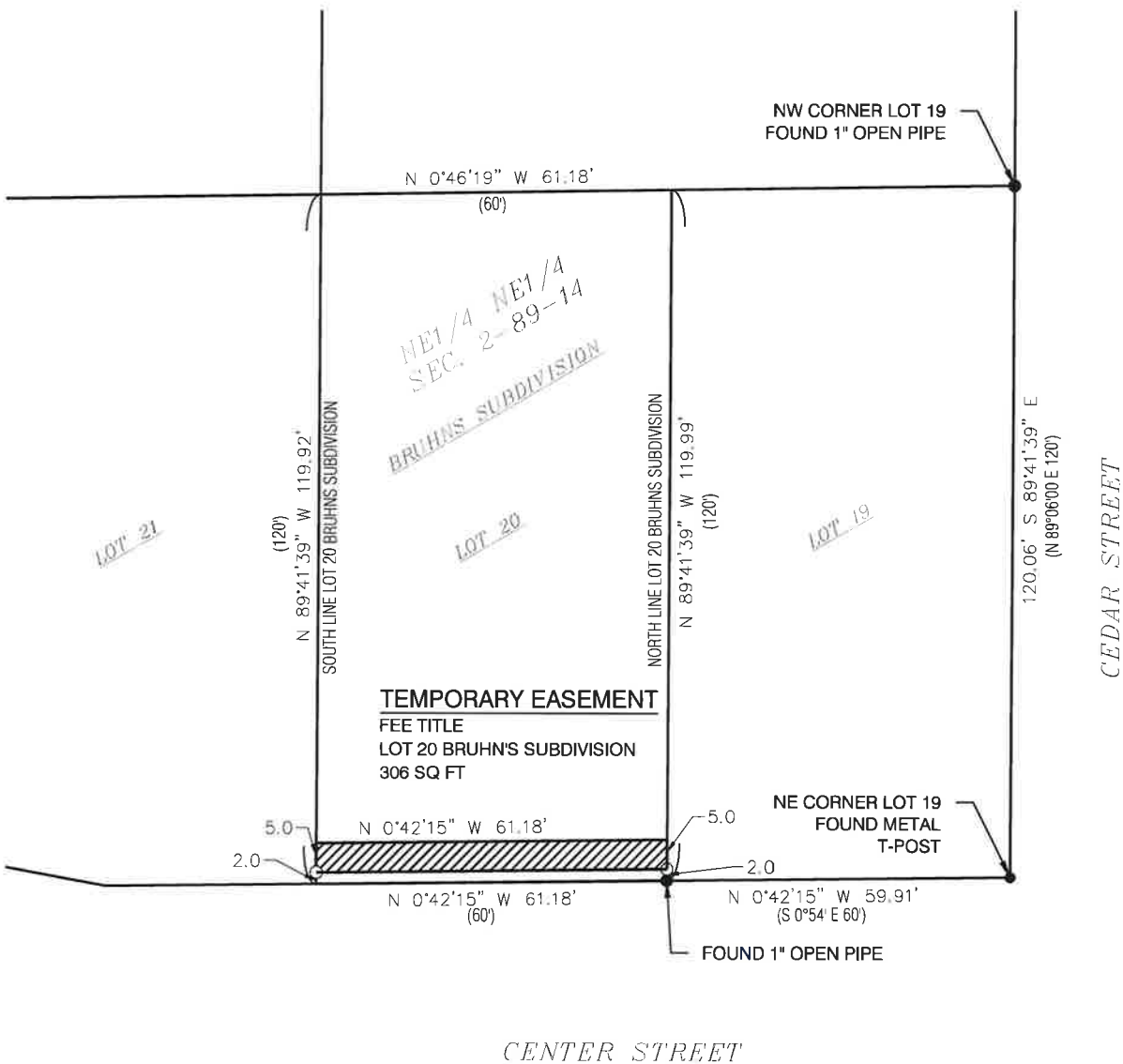
Item G.2.i.

PREPARED BY - CLAPSADDLE-GARBER ASSOCIATES, INC. 16 EAST MAIN STREET, P.O. BOX 754, MARSHALLTOWN, IOWA 50158 - PHONE 641-752-6701

CITY OF CEDAR FALLS, IOWA TEMPORARY EASEMENTS PARCEL #2 ADDRESS: 2106 CENTER ST. EXHIBIT "A"

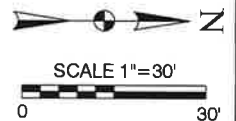


COUNTY BLACK HAWK COUNTY STATE CONTROL NO. _____
 PROJECT NO. TAP-U-1185(651)-8I-07 PARCEL NO. 8914-02-235-004
 SECTION 2 TOWNSHIP 89N RANGE 14W
 ROW-FEE _____ SF, EASE 306 AC, BORROW _____ AC, EXCESS-FEE _____ AC
 ACQUIRED FROM GARY MILLER & DONNA MILLER



DESCRIPTION

THE EAST 7 FEET EXCEPT THE EAST 2 FEET OF LOT NO. TWENTY (20) IN "BRUHN'S SUBDIVISION OF A PART OF NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 89 NORTH, RANGE 14, WEST OF THE 5TH P.M., BLACK HAWK COUNTY, IOWA. TEMPORARY EASEMENT 306 SQUARE FEET.



LEGEND

- ▲ GOVERNMENT CORNER MONUMENT FOUND
- △ GOVERNMENT CORNER MONUMENT SET 1/2" x 24" REBAR w/YELLOW PLASTIC ID CAP #21428
- CORNER MONUMENT FOUND
- SET 1/2" x 24" REBAR w/YELLOW PLASTIC ID CAP #21428
- () RECORDED AS

DRAWN BY KNW DATE 6/6/2017
 SCALE 1"=30' PROJECT NO. 1656.05



WARRANTY DEED - SEVERAL GRANTORS

THE IOWA STATE BAR ASSOCIATION
Official Form No. 102
Recorder's Cover Sheet

Preparer Information: (Name, address and phone number)

Kevin Rogers, City Attorney, 220 Clay Street, Cedar Falls, IA 50613, Phone: (319) 243-2713

Taxpayer Information: (Name and complete address)

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

Return Document To: (Name and complete address)

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

Grantors:

Daniel J. Pruckler
Ngan T. Pruckler

Grantees:

City of Cedar Falls, Iowa

Legal description: See Page 2

Document or instrument number of previously recorded documents:

STATE OF IOWA, COUNTY OF BLACK HAWK
This record was acknowledged before me on 5/1/18, by Ngan T. Pruckler



Terra Ray
Signature of Notary Public

STATE OF _____, COUNTY OF _____
This record was acknowledged before me on _____, by _____

Signature of Notary Public

STATE OF _____, COUNTY OF _____
This record was acknowledged before me on _____, by _____

Signature of Notary Public

STATE OF _____, COUNTY OF _____
This record was acknowledged before me on _____, by _____

Signature of Notary Public

STATE OF _____, COUNTY OF _____
This record was acknowledged before me on _____, by _____

Signature of Notary Public

Item G.2.i.

Addendum

Legal Description

The East 2 feet of the following described parcel: The East 273 feet of the South 125 feet of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 35-90-14, Black Hawk County, Iowa, except that part deeded to Black Hawk County, Iowa in 73 LD 492 and except that part deeded to City of Cedar Falls, Iowa in 504 Deed 785.

Subject to Easements of record.

PREPARED BY - CLAPSADDLE-GARBER ASSOCIATES, INC., 16 EAST MAIN STREET, P.O. BOX 754, MARSHALLTOWN, IOWA 50158 - PHONE 641-752-6701

CITY OF CEDAR FALLS, IOWA

ACQUISITION PLAT PARCEL #6

ADDRESS: 2207 VINE ST.

EXHIBIT "A"



COUNTY BLACK HAWK COUNTY STATE CONTROL NO. _____
 PROJECT NO. TAP-U-1185(651)--81-07 PARCEL NO. 9014-35-484-007
 SECTION 35 TOWNSHIP 90N RANGE 14W
 ROW-FEE 250 SF, EASE _____ AC, BORROW _____ AC, EXCESS-FEE _____ AC
 ACQUIRED FROM DANIEL J. PRUCKLER & NGAN T PRUCKLER



DESCRIPTION
 THE EAST 2 FEET OF THE FOLLOWING DESCRIBED PARCEL: EAST 273 FEET OF THE SOUTH 125 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 90 NORTH, RANGE 14 WEST OF THE 5TH P.M., BLACK HAWK COUNTY, IOWA, EXCEPT THAT PART DEEDED TO BLACK HAWK COUNTY, IOWA IN 73 LD 492 AND EXCEPT THAT PART DEEDED TO THE CITY OF CEDAR FALLS, IOWA IN 504 DEED 785. PARCEL CONTAINS 250 SQUARE FEET.



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly Licensed Professional Land Surveyor under the laws of the State of Iowa.
Aaron L. Mueller, PLS 1/26/2017
 Iowa License Number 21428 date
 My License Renewal Date is December 31, 2018
 Pages or sheets covered by this seal: THIS SHEET

LEGEND
 ▲ GOVERNMENT CORNER MONUMENT FOUND
 △ GOVERNMENT CORNER MONUMENT SET 1/2" x 24" REBAR w/YELLOW PLASTIC ID CAP #21428
 ● CORNER MONUMENT FOUND
 ○ SET 1/2" x 24" REBAR w/YELLOW PLASTIC ID CAP #21428
 () RECORDED AS
 DRAWN BY KNW DATE 06/06/2017
 SCALE 1"=40' PROJECT NO. 1656.05

J:\1656.dwg\Survey\Acquisition Plats\1656-6-2207 Vine Street.dwg - 2207 Vine St. - 11-29-17 - 1:59pm - knw321

Item G.2.i.

Prepared by: Terra Ray, 220 Clay Street, Cedar Falls, IA 50613 (319) 243-2711

TEMPORARY EASEMENT AGREEMENT

The undersigned Daniel J & Ngan T Pruckler, (hereinafter "Grantor"), in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey to the City of Cedar Falls, Iowa (hereinafter "Grantee"), its successors and assigns, a temporary easement over, under, and across the real estate legally described below, for purposes of construction, reconstruction, replacement, operation and maintenance of the Center Street Recreational Trail Project, together with the right of ingress to and egress from the real estate described below, in order to perform all work and do all other things reasonably necessary to exercise all rights granted to Grantee in this easement, provided that such easement shall not unreasonably interfere with grantor's business operation or access thereto.

Said easement is granted over the following described real estate owned by Grantor to-wit:

DESCRIPTION

THE EAST 7 FEET EXCEPT THE EAST 2 FEET OF THE FOLLOWING DESCRIBED PARCEL: EAST 273 FEET OF THE SOUTH 125 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 90 NORTH, RANGE 14 WEST OF THE 5TH P.M., BLACK HAWK COUNTY, IOWA, EXCEPT THAT PART DEEDED TO BLACK HAWK COUNTY, IOWA IN 73 LD 492 AND EXCEPT THAT PART DEEDED TO THE CITY OF CEDAR FALLS, IOWA IN 504 DEED 785. TEMPORARY EASEMENT CONTAINS 624 SQUARE FEET.

This easement shall be temporary in nature, terminating upon the completion of the Project. Shall benefit and shall be binding upon Grantor and Grantee, and their respective heirs, personal representatives, successors and assigns, and shall constitute a covenant that runs with the Grantor's land.

Upon completion of any construction or maintenance work undertaken by Grantee upon the above-described real estate, the Grantee shall be required to replace or restore any and all damage to said real estate resulting from said construction or maintenance work as is reasonable under the circumstances.

Item G.2.i.

PREPARED BY - CLAPSADDLE-GARBER ASSOCIATES, INC. 16 EAST MAIN STREET, P.O. BOX 754, MARSHALLTOWN, IOWA 50158 - PHONE 641-752-6701

CITY OF CEDAR FALLS, IOWA

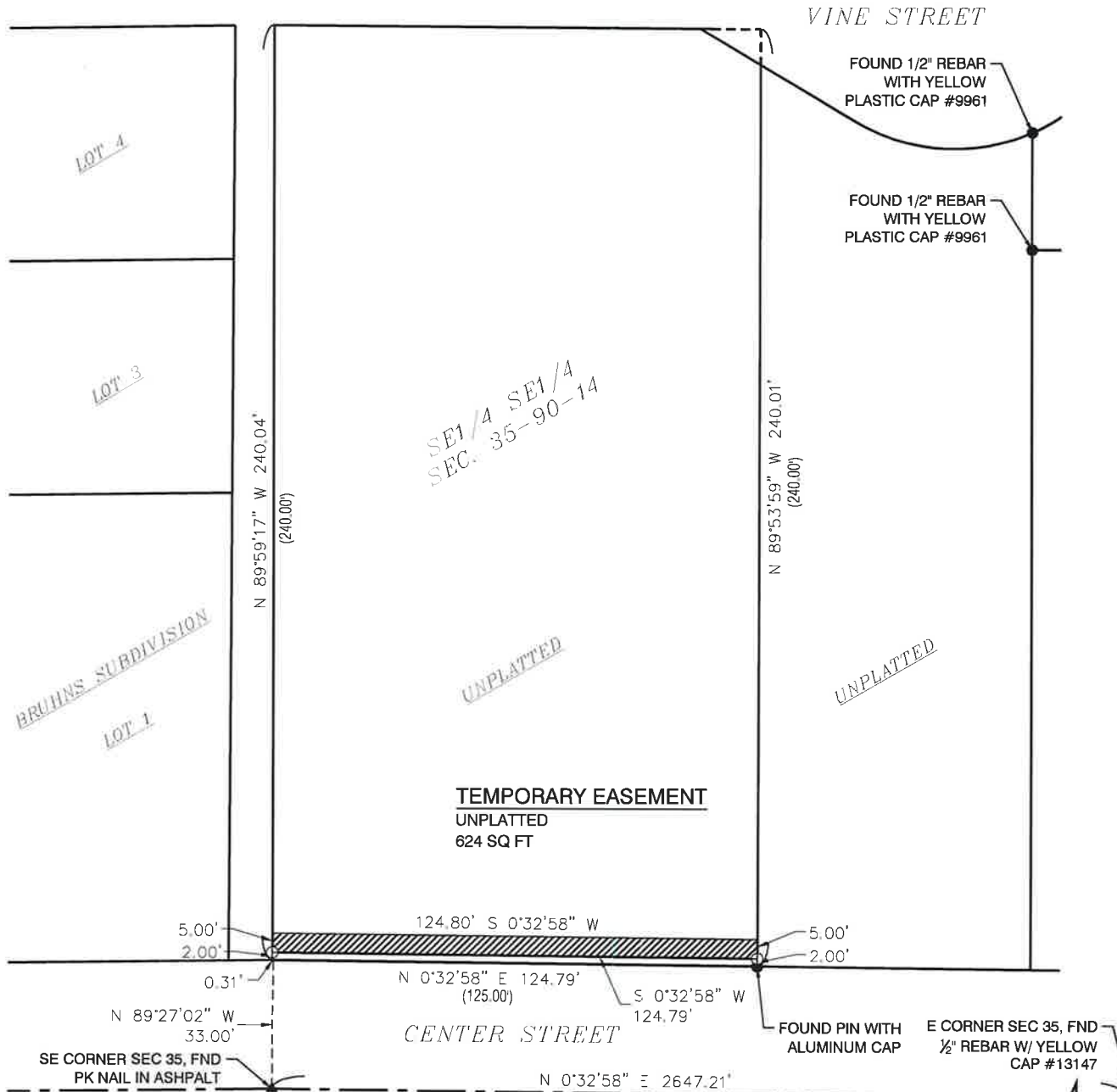
TEMPORARY EASEMENT PARCEL #6

ADDRESS: 2207 VINE ST.

EXHIBIT "A"



COUNTY BLACK HAWK COUNTY STATE CONTROL NO. _____
 PROJECT NO. TAP-U-1185(651)--8I-07 PARCEL NO. 9014-35-484-007
 SECTION 35 TOWNSHIP 90N RANGE 14W
 ROW-FEE _____ SF, EASE 624 SF, BORROW _____ AC, EXCESS-FEE _____ AC
 ACQUIRED FROM DANIEL J. PRUCKLER & NGAN T PRUCKLER



DESCRIPTION

THE EAST 7 FEET EXCEPT THE EAST 2 FEET OF THE FOLLOWING DESCRIBED PARCEL: EAST 273 FEET OF THE SOUTH 125 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 90 NORTH, RANGE 14 WEST OF THE 5TH P.M., BLACK HAWK COUNTY, IOWA, EXCEPT THAT PART DEEDED TO BLACK HAWK COUNTY, IOWA IN 73 LD 492 AND EXCEPT THAT PART DEEDED TO THE CITY OF CEDAR FALLS, IOWA IN 504 DEED 785. TEMPORARY EASEMENT CONTAINS 624 SQUARE FEET.



LEGEND

- ▲ GOVERNMENT CORNER MONUMENT FOUND
- △ GOVERNMENT CORNER MONUMENT SET 1/2" x 24" REBAR w/YELLOW PLASTIC ID CAP #21428
- CORNER MONUMENT FOUND
- SET 1/2" x 24" REBAR w/YELLOW PLASTIC ID CAP #21428
- () RECORDED AS

DRAWN BY KNW DATE 06/6/2017
 SCALE 1"=40' PROJECT NO. 1656.05



PARTIAL RELEASE OF REAL ESTATE MORTGAGE

THE IOWA STATE BAR ASSOCIATION

Official Form No. 130

Recorder's Cover Sheet

Preparer Information: (Name, address and phone number)

Kevin Rogers, City Attorney, 220 Clay Street, Cedar Falls, IA 50613, Phone: (319) 243-2713

Taxpayer Information: (Name and complete address)

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

Return Document To: (Name and complete address)

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

Grantors:

Mortgage Electronic Registration Systems, Inc. as nominee for Veridian Credit Union, its successors and assigns

Grantees:

Daniel J. Pruckler and Ngan T. Pruckler, husband and wife

Legal description: See Page 2

Document or instrument number of previously recorded documents:

MIN 100651410000024415

Item G.2.i.



PARTIAL RELEASE OF REAL ESTATE MORTGAGE

The undersigned, the present owner(s) of the mortgage hereinafter described, for valuable consideration, receipt of which is hereby acknowledged, do hereby acknowledge that the following described real estate situated in Black Hawk County, Iowa, to wit: See Addendum

is hereby released from the lien of the real estate mortgage, executed by Daniel J. Pruckler and Ngan T. Pruckler, husband and wife dated July 28, 2010, recorded in the records of the Office of the Recorder of the County of Black Hawk, State of Iowa, recorded as document reference number #2011-2119, specifically reserving and retaining the mortgage lien and all mortgage rights against all of the remaining property embraced in the mortgage above described.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural, and as masculine, feminine or neuter gender, according to the context.

Dated March 23, 2018

[Handwritten signature of Lisa Rothwein]

LISA ROTHWEIN

New Jersey

REPRESENTATIVE CAPACITY ACKNOWLEDGMENT

STATE OF IOWA COUNTY OF Burlington

This record was acknowledged before me on March 23, 2018, by

LISA ROTHWEIN

as Asst Secretary of Mortgage Electronic Registration Systems, Inc. as nominee for Veridian Credit Union



[Handwritten signature of Dorothy J Demarco]

Signature of Notary Public

DOROTHY J DEMARCO STATE OF NJ COMMISSION EXPIRES NOVEMBER 15, 2022

INDIVIDUAL ACKNOWLEDGMENT

STATE OF COUNTY OF This record was acknowledged before me on by

Signature of Notary Public

NOTE: For complete release of real estate mortgage, see ISBA Form No. 129.



WARRANTY DEED
(CORPORATE/BUSINESS ENTITY GRANTOR)
THE IOWA STATE BAR ASSOCIATION
Official Form No. 335
Recorder's Cover Sheet

Preparer Information: (Name, address and phone number)

Kevin Rogers, City Attorney, 220 Clay Street, Cedar Falls, IA 50613, (319) 243-2713

Taxpayer Information: (Name and complete address)

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

Return Document To: (Name and complete address)

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

Grantors:

RLC Construction, L.L.C., an Iowa Limited Liability Company

Grantees:

City of Cedar Falls, Iowa

Legal description:

Document or instrument number of previously recorded documents:

Item G.2.i.



WARRANTY DEED (CORPORATE/BUSINESS ENTITY GRANTOR)

For the consideration of One Dollar(s) and other valuable consideration, RLC Construction, L.L.C. a(n) Limited Liability Company organized and existing under the laws of Iowa does hereby Convey to City of Cedar Falls, Iowa

the following described real estate in Black Hawk County, Iowa: The East 2 feet of that part of the Southeast Quarter of the Southeast Quarter of Section 35, Township 90 North, Range 14 West of the 5th P.M., in the City of Cedar Falls, Black Hawk County, Iowa, bounded as follows: Commencing at a point on the East line of said Section which is 125 feet North of the Southeast Corner of said Section; thence North along the East line of said Section a distance of 70 feet; thence West a distance of 292.6 feet; thence South a distance of 70 feet; thence East a distance of 292.6 feet to the point of beginning, except the East 33 feet thereof, and except that part thereof conveyed to the City of Cedar Falls, by Quit Claim Deed recorded in Deed Record 504, Page 789. Subject to Easements of record.

This deed is exempt according to Iowa Code 428A.2(21).

The grantor hereby covenants with grantees, and successors in interest, that it holds the real estate by title in fee simple; that it has good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances, except as may be above stated; and it covenants to Warrant and Defend the real estate against the lawful claims of all persons, except as may be above stated.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, according to the context.

Dated on 2-19-18

RLC Construction, L.L.C., a(n) Limited Liability Company

By Rodney Clark, Member/owner

By

STATE OF IOWA, COUNTY OF BLACK HAWK

This record was acknowledged before me on Feb 19, 2018, by Rodney Clark

as Member/owner

of RLC Construction, L.L.C.



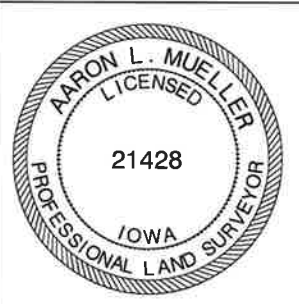
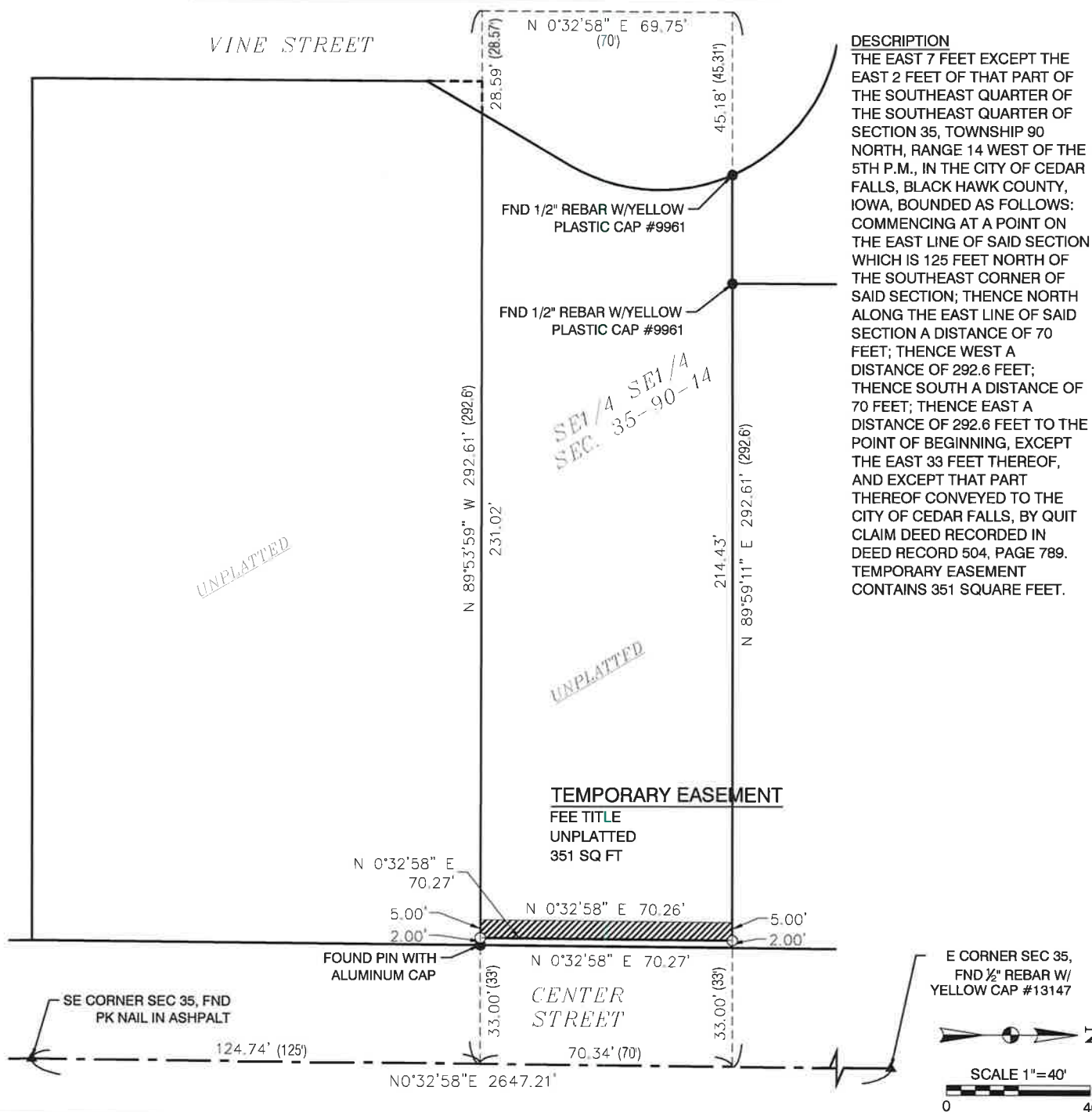
Signature of Notary Public

PREPARED BY - CLAPSADDLE-GARBER ASSOCIATES, INC. 16 EAST MAIN STREET, P.O. BOX 754, MARSHALLTOWN, IOWA 50158 - PHONE 641-752-6701

CITY OF CEDAR FALLS, IOWA
TEMPORARY EASEMENT PLAT PARCEL #7
ADDRESS: 2212 CENTER ST.
EXHIBIT "A"



COUNTY BLACK HAWK COUNTY STATE CONTROL NO. _____
 PROJECT NO. TAP-U-1185(651)--8I-07 PARCEL NO. 9014-35-484-006
 SECTION 35 TOWNSHIP 90N RANGE 14W
 ROW-FEE _____ SF, EASE 351 AC, BORROW _____ AC, EXCESS-FEE _____ AC
 ACQUIRED FROM RLC CONSTRUCTION



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly Licensed Professional Land Surveyor under the laws of the State of Iowa.

Aaron L. Mueller 1/26/2018
 Aaron L. Mueller, PLS date
 Iowa License Number 21428
 My License Renewal Date is December 31, 2018
 Pages or sheets covered by this seal: THIS SHEET

LEGEND

- ▲ GOVERNMENT CORNER MONUMENT FOUND
- △ GOVERNMENT CORNER MONUMENT SET 1/2" x 24" REBAR w/YELLOW PLASTIC ID CAP #21428
- CORNER MONUMENT FOUND
- SET 1/2" x 24" REBAR w/YELLOW PLASTIC ID CAP #21428
- () RECORDED AS

DRAWN BY KNW DATE 5/10/2017
 SCALE 1"=40' PROJECT NO. 1656.05

Item G.2.i.

Prepared by: Terra Ray, 220 Clay Street, Cedar Falls, IA 50613 (319) 243-2711

TEMPORARY EASEMENT AGREEMENT

The undersigned RLC Construction LLC, (hereinafter "Grantor"), in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey to the City of Cedar Falls, Iowa (hereinafter "Grantee"), its successors and assigns, a temporary easement over, under, and across the real estate legally described below, for purposes of construction, reconstruction, replacement, operation and maintenance of the Center Street Recreational Trail Project, together with the right of ingress to and egress from the real estate described below, in order to perform all work and do all other things reasonably necessary to exercise all rights granted to Grantee in this easement, provided that such easement shall not unreasonably interfere with grantor's business operation or access thereto.

Said easement is granted over the following described real estate owned by Grantor to-wit:

DESCRIPTION

THE EAST 7 FEET EXCEPT THE EAST 2 FEET OF THE FOLLOWING DESCRIBED PARCEL: THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 90 NORTH, RANGE 14 WEST OF THE 5TH P.M., IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, BOUNDED AS FOLLOWS: COMMENCING AT A POINT ON THE EAST LINE OF SAID SECTION WHICH IS 125 FEET NORTH OF THE SOUTHEAST CORNER OF SAID SECTION; THENCE NORTH ALONG THE EAST LINE OF SAID SECTION A DISTANCE OF 70 FEET; THENCE WEST A DISTANCE OF 292.6 FEET; THENCE SOUTH A DISTANCE OF 70 FEET; THENCE EAST A DISTANCE OF 292.6 FEET TO THE POINT OF BEGINNING, EXCEPT THE EAST 33 FEET THEREOF, AND EXCEPT THAT PART THEREOF CONVEYED TO THE CITY OF CEDAR FALLS, BY QUIT CLAIM DEED RECORDED IN DEED RECORD 504, PAGE 789. TEMPORARY EASEMENT CONTAINS 351 SQUARE FEET.

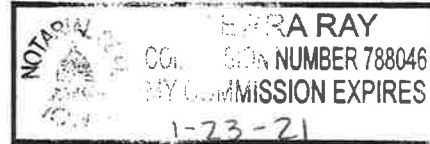
This easement shall be temporary in nature, terminating upon the completion of the Project. Shall benefit and shall be binding upon Grantor and Grantee, and their respective heirs, personal representatives, successors and assigns, and shall constitute a covenant that runs with the Grantor's land.

Upon completion of any construction or maintenance work undertaken by Grantee upon the above-described real estate, the Grantee shall be required to replace or restore any and all damage to said real estate resulting from said construction or maintenance work as is reasonable under the circumstances.

RLC Construction LLC

By [Signature]

Its: owner



STATE OF Iowa)
) ss.
COUNTY OF Black Hawk)

This instrument was acknowledged before me on 19 day of Feb, 2018, by Rodney Clark as owner of RLC Construction LLC.

[Signature]
Notary Public in and for the State of Iowa

My Commission Expires: 1-23-21

ACCEPTANCE OF EASEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Easement.

Dated this _____ day of _____, 2018.

CITY OF CEDAR FALLS, IOWA

James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, CMC
City Clerk

STATE OF IOWA)
) ss.
COUNTY OF BLACK HAWK)

Item G.2.i.

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

Notary Public in and for the State of Iowa

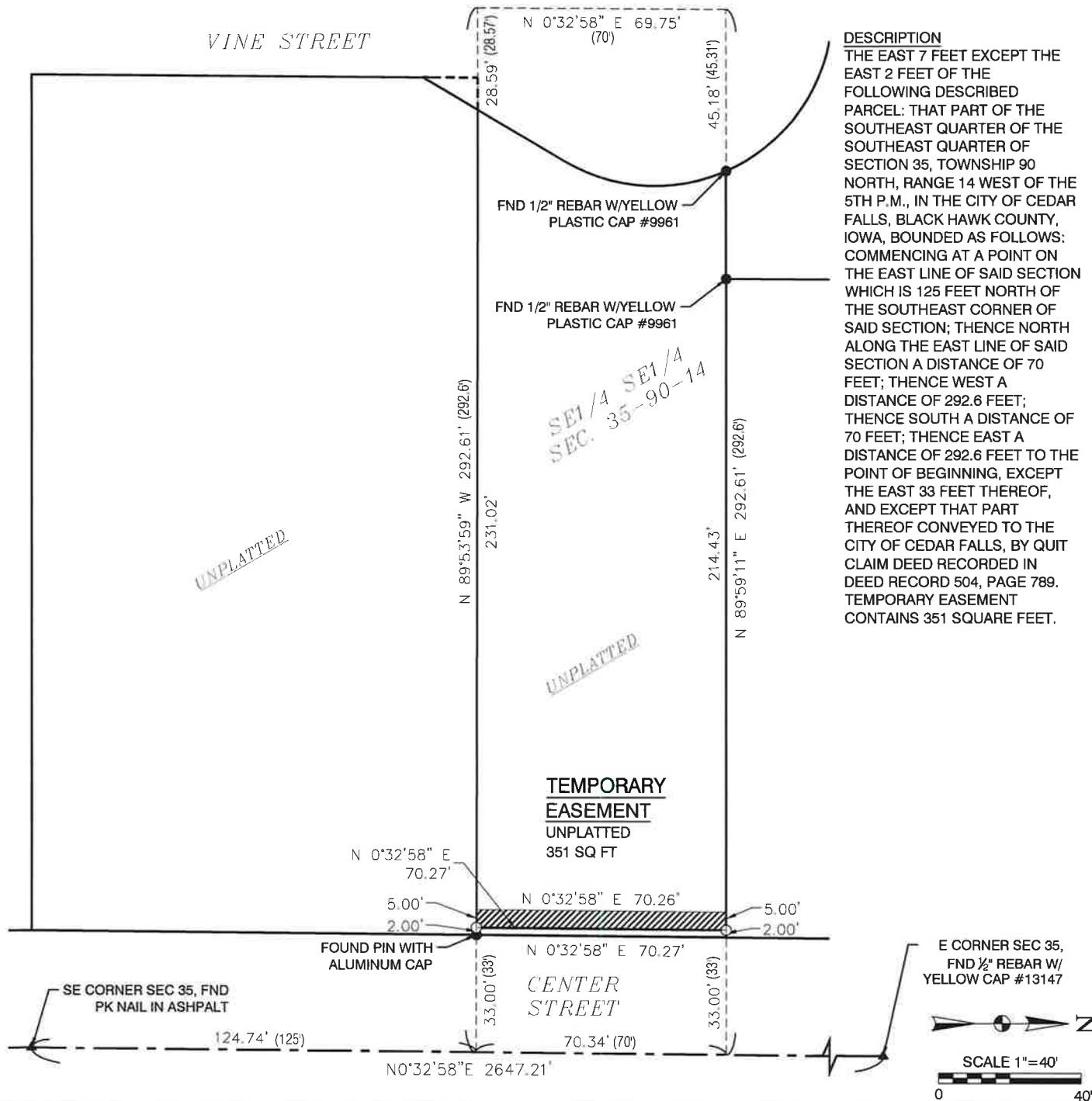
My Commission Expires: _____

PREPARED BY - CLAPSADDLE-GARBER ASSOCIATES, INC. 16 EAST MAIN STREET, P.O. BOX 754, MARSHALLTOWN, IOWA 50158 - PHONE 641-752-6701

CITY OF CEDAR FALLS, IOWA
TEMPORARY EASEMENT PLAT PARCEL #7
ADDRESS: 2212 CENTER ST.
EXHIBIT "A"



COUNTY BLACK HAWK COUNTY STATE CONTROL NO. _____
 PROJECT NO. TAP-U-1185(651)--8I-07 PARCEL NO. 9014-35-484-006
 SECTION 35 TOWNSHIP 90N RANGE 14W
 ROW-FEE _____ SF, EASE 351 SF, BORROW _____ AC, EXCESS-FEE _____ AC
 ACQUIRED FROM RLC CONSTRUCTION



Item G.2.i.



WARRANTY DEED
(CORPORATE/BUSINESS ENTITY GRANTOR)
THE IOWA STATE BAR ASSOCIATION
Official Form No. 335
Recorder's Cover Sheet

Preparer Information: (Name, address and phone number)
Kevin Rogers, City Attorney, 220 Clay Street, Cedar Falls, IA 50613, (319) 243-2713

Taxpayer Information: (Name and complete address)
City Clerk, City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

Return Document To: (Name and complete address)
City Clerk, City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

Grantors:
Wilken Properties, L.L.C., an Iowa Limited
Liability Company

Grantees:
City of Cedar Falls, Iowa

Legal description:

Document or instrument number of previously recorded documents:



**WARRANTY DEED
(CORPORATE/BUSINESS ENTITY GRANTOR)**

For the consideration of One Dollar(s) and other valuable consideration, Wilken Properties, L.L.C., a(n) Limited Liability Company organized and existing under the laws of Iowa does hereby Convey to City of Cedar Falls, Iowa

the following described real estate in Black Hawk County, Iowa:
See Addendum

The grantor hereby covenants with grantees, and successors in interest, that it holds the real estate by title in fee simple; that it has good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances, except as may be above stated; and it covenants to Warrant and Defend the real estate against the lawful claims of all persons, except as may be above stated.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, according to the context.

Dated on 2/23/18.

Wilken Properties, L.L.C., a(n) Limited Liability Company

By [Signature]
Heath Wilken, Member

By _____

STATE OF IOWA, COUNTY OF BLACK HAWK
This record was acknowledged before me on 2/28/2018, by Heath Wilken

as Member
of Wilken Properties, L.L.C.



[Signature]
Signature of Notary Public

Item G.2.i.

Addendum

Legal Description

The East 2 feet of that part of the Southeast Quarter of the Southeast Quarter of the Southeast Quarter of Section 35, Township 90 North, Range 14 West of the 5th P.M., Black Hawk County, Iowa, described as follows:

Commencing at a point 290 feet North of the Southeast corner of said Section; thence North 220.6 feet; thence West 466.6 feet; thence South 220.6 feet; thence East 466.6 feet to the place of beginning, except the West 72 feet thereof and except the East 33 feet thereof conveyed to Black Hawk County, Iowa, for road purposes.

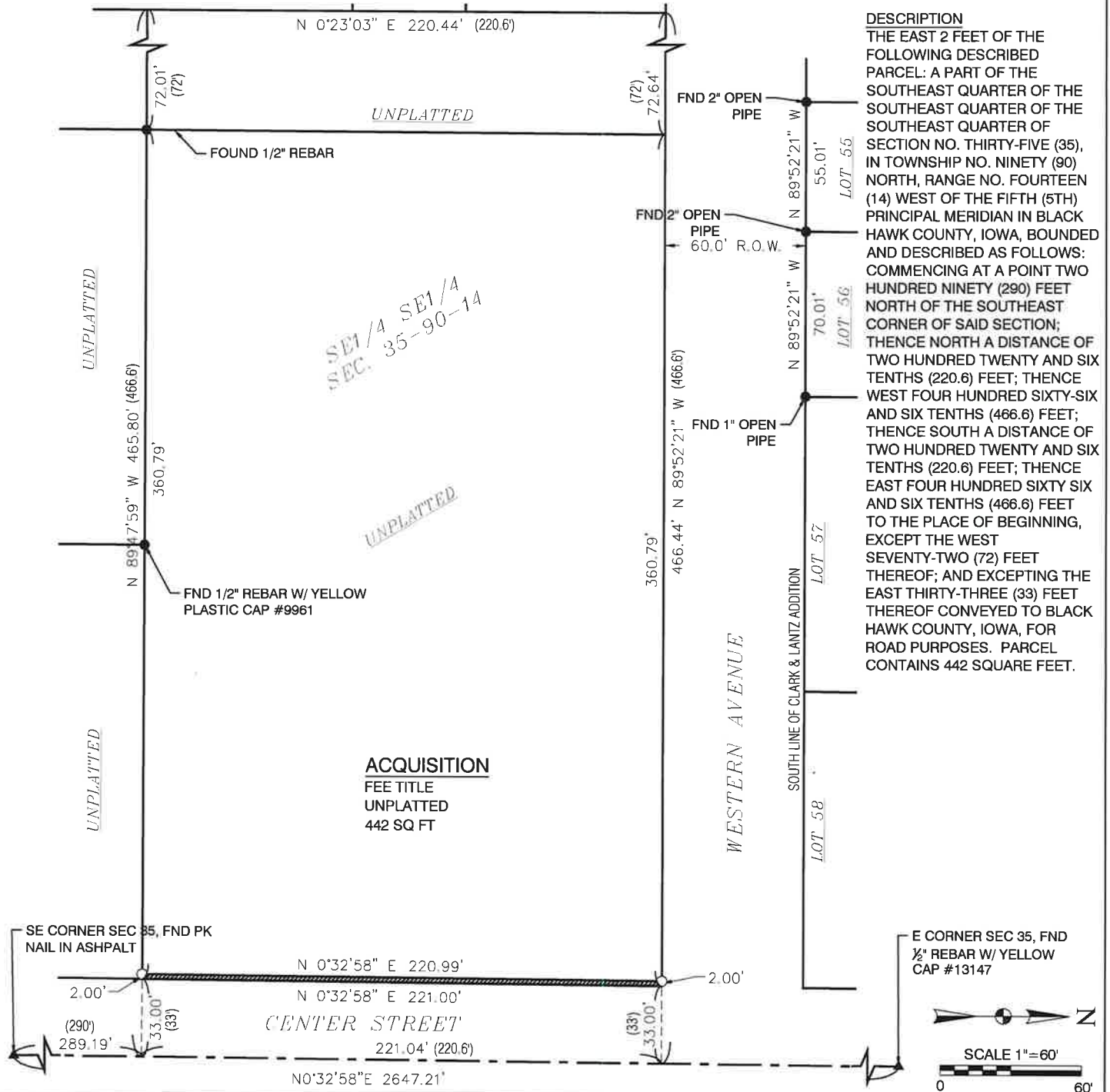
PREPARED BY - CLAPSADDLE-GARBER ASSOCIATES, INC., 16 EAST MAIN STREET, P.O. BOX 754, MARSHALLTOWN, IOWA 50158 - PHONE 641-752-6701

CITY OF CEDAR FALLS, IOWA

ACQUISITION PLAT PARCEL #9
 ADDRESS: 2208 CENTER ST.
 EXHIBIT "A"



COUNTY BLACK HAWK COUNTY STATE CONTROL NO. _____
 PROJECT NO. TAP-U-1185(651)--8I-07 PARCEL NO. 9014-35-484-003
 SECTION 35 TOWNSHIP 90N RANGE 14W
 ROW-FEE 442 SF, EASE _____ AC, BORROW _____ AC, EXCESS-FEE _____ AC
 ACQUIRED FROM WILKEN PROPERTIES LLC



	<p>I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly Licensed Professional Land Surveyor under the laws of the State of Iowa.</p> <p><i>[Signature]</i> <u>1/26/2018</u> Aaron L. Mueller, PLS date Iowa License Number 21428 My License Renewal Date is December 31, 2018 Pages or sheets covered by this seal: <u>THIS SHEET</u></p>	<p>LEGEND</p> <ul style="list-style-type: none"> ▲ GOVERNMENT CORNER MONUMENT FOUND △ GOVERNMENT CORNER MONUMENT SET 1/2" x 24" REBAR w/YELLOW PLASTIC ID CAP #21428 ● CORNER MONUMENT FOUND ○ SET 1/2" x 24" REBAR w/YELLOW PLASTIC ID CAP #21428 () RECORDED AS <p>DRAWN BY <u>KNW</u> DATE <u>5/10/2017</u> SCALE <u>1"=60'</u> PROJECT NO. <u>1656.05</u></p>
--	---	---

Item G.2.i.

Prepared by: Terra Ray, 220 Clay Street, Cedar Falls, IA 50613 (319) 243-2711

TEMPORARY EASEMENT AGREEMENT

The undersigned Wilken Properties LLC, (hereinafter "Grantor"), in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey to the City of Cedar Falls, Iowa (hereinafter "Grantee"), its successors and assigns, a temporary easement over, under, and across the real estate legally described below, for purposes of construction, reconstruction, replacement, operation and maintenance of the Center Street Recreational Trail Project, together with the right of ingress to and egress from the real estate described below, in order to perform all work and do all other things reasonably necessary to exercise all rights granted to Grantee in this easement, provided that such easement shall not unreasonably interfere with grantor's business operation or access thereto.

Said easement is granted over the following described real estate owned by Grantor to-wit:

DESCRIPTION

THE EAST 7 FEET EXCEPT THE EAST 2 FEET OF THE FOLLOWING DESCRIBED PARCEL: A PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION NO. THIRTY-FIVE (35), IN TOWNSHIP NO. NINETY (90) NORTH, RANGE NO. FOURTEEN (14) WEST OF THE FIFTH (5TH) PRINCIPAL MERIDIAN IN BLACK HAWK COUNTY, IOWA, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT A POINT TWO HUNDRED NINETY (290) FEET NORTH OF THE SOUTHEAST CORNER OF SAID SECTION; THENCE NORTH A DISTANCE OF TWO HUNDRED TWENTY AND SIX TENTHS (220.6) FEET; THENCE WEST FOUR HUNDRED SIXTY-SIX AND SIX TENTHS (466.6) FEET; THENCE SOUTH A DISTANCE OF TWO HUNDRED TWENTY AND SIX TENTHS (220.6) FEET; THENCE EAST FOUR HUNDRED SIXTY SIX AND SIX TENTHS (466.6) FEET TO THE PLACE OF BEGINNING, EXCEPT THE WEST SEVENTY-TWO (72) FEET THEREOF; AND EXCEPTING THE EAST THIRTY-THREE (33) FEET THEREOF CONVEYED TO BLACK HAWK COUNTY, IOWA, FOR ROAD PURPOSES. TEMPORARY EASEMENT CONTAINS 1105 SQUARE FEET.

This easement shall be temporary in nature, terminating upon the completion of the Project. Shall benefit and shall be binding upon Grantor and Grantee, and their respective

heirs, personal representatives, successors and assigns, and shall constitute a covenant that runs with the Grantor's land.

Upon completion of any construction or maintenance work undertaken by Grantee upon the above-described real estate, the Grantee shall be required to replace or restore any and all damage to said real estate resulting from said construction or maintenance work as is reasonable under the circumstances.

Wilken Properties, LLC, an Iowa Limited Liability Company

By: [Signature]

Its: member

STATE OF Iowa)
) ss.
COUNTY OF Black Hawk)

This instrument was acknowledged before me on 28 day of Feb, 2018, by Heath Wilken as, MEMBER of, Wilken Properties LLC, an Iowa Limited Liability Company.

[Signature]
Notary Public in and for the State of Iowa

My Commission Expires: 1-23-21



ACCEPTANCE OF EASEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Easement.

Dated this _____ day of _____, 2018.

CITY OF CEDAR FALLS, IOWA

[Signature]
James P. Brown, Mayor

ATTEST:

[Signature]
Jacqueline Danielsen, CMC
City Clerk

Item G.2.i.

STATE OF IOWA)
) ss.
COUNTY OF BLACK HAWK)

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

Notary Public in and for the State of Iowa

My Commission Expires: _____

PREPARED BY - CLAPSADDLE-GARBER ASSOCIATES, INC. 16 EAST MAIN STREET, P.O. BOX 754, MARSHALLTOWN, IOWA 50158 - PHONE 641-752-6701

CITY OF CEDAR FALLS, IOWA

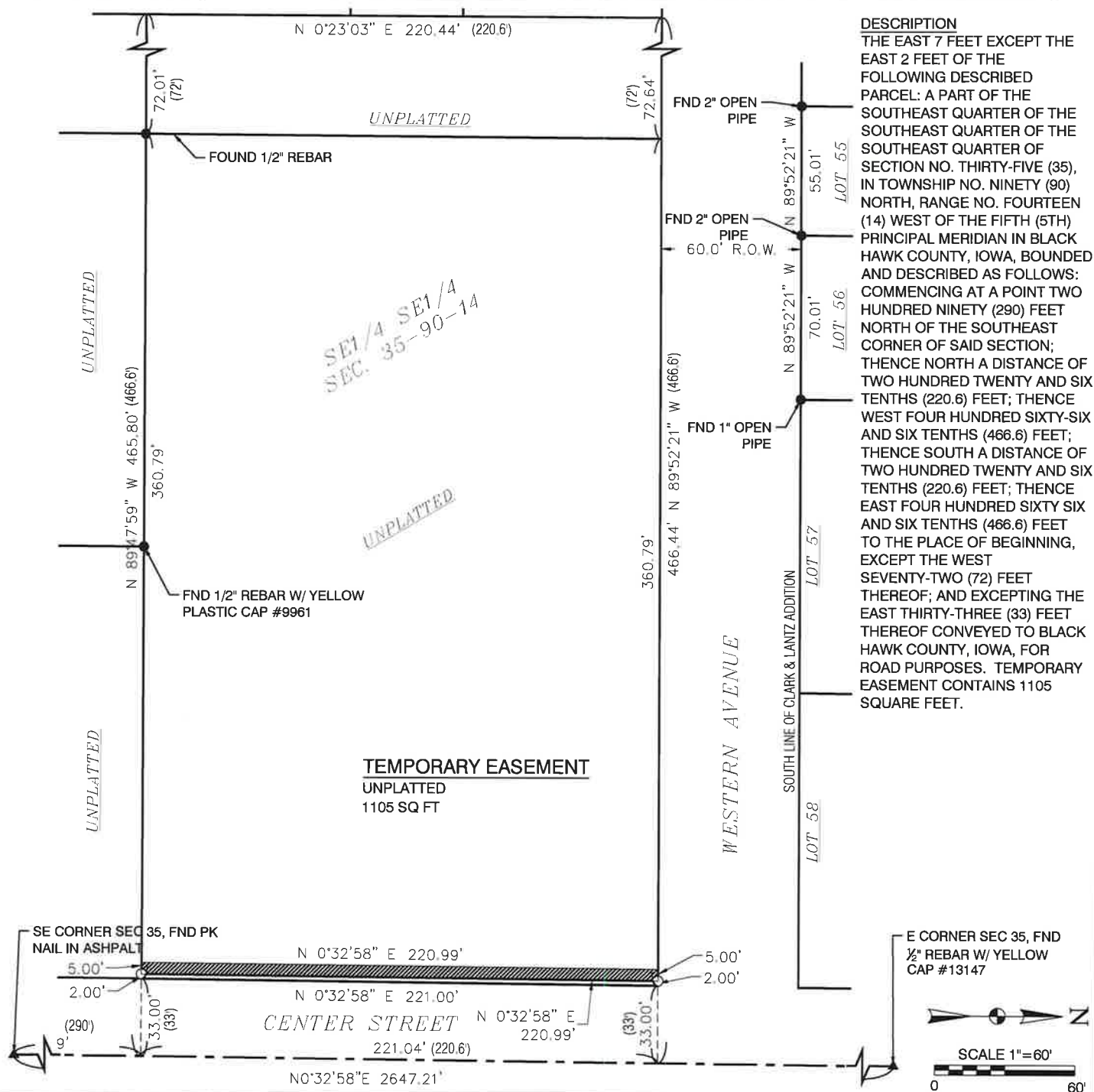
TEMPORARY EASEMENT PLAT PARCEL #9

ADDRESS: 2208 CENTER ST.

EXHIBIT "A"



COUNTY BLACK HAWK COUNTY STATE CONTROL NO. _____
 PROJECT NO. TAP-U-1185(651)--8I-07 PARCEL NO. 9014-35-484-003
 SECTION 35 TOWNSHIP 90N RANGE 14W
 ROW-FEE _____ SF, EASE 1105 SF, BORROW _____ AC, EXCESS-FEE _____ AC
 ACQUIRED FROM WILKEN PROPERTIES LLC



DESCRIPTION
 THE EAST 7 FEET EXCEPT THE EAST 2 FEET OF THE FOLLOWING DESCRIBED PARCEL: A PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION NO. THIRTY-FIVE (35), IN TOWNSHIP NO. NINETY (90) NORTH, RANGE NO. FOURTEEN (14) WEST OF THE FIFTH (5TH) PRINCIPAL MERIDIAN IN BLACK HAWK COUNTY, IOWA, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT A POINT TWO HUNDRED NINETY (290) FEET NORTH OF THE SOUTHEAST CORNER OF SAID SECTION; THENCE NORTH A DISTANCE OF TWO HUNDRED TWENTY AND SIX TENTHS (220.6) FEET; THENCE WEST FOUR HUNDRED SIXTY-SIX AND SIX TENTHS (466.6) FEET; THENCE SOUTH A DISTANCE OF TWO HUNDRED TWENTY AND SIX TENTHS (220.6) FEET; THENCE EAST FOUR HUNDRED SIXTY SIX AND SIX TENTHS (466.6) FEET TO THE PLACE OF BEGINNING, EXCEPT THE WEST SEVENTY-TWO (72) FEET THEREOF; AND EXCEPTING THE EAST THIRTY-THREE (33) FEET THEREOF CONVEYED TO BLACK HAWK COUNTY, IOWA, FOR ROAD PURPOSES. TEMPORARY EASEMENT CONTAINS 1105 SQUARE FEET.

WESTERN AVENUE

TEMPORARY EASEMENT
 UNPLATTED
 1105 SQ FT

SOUTH LINE OF CLARK & LANTZ ADDITION

LOT 55
 LOT 56
 LOT 57
 LOT 58

SE CORNER SEC 35, FND PK NAIL IN ASPHALT

E CORNER SEC 35, FND 1/2" REBAR W/ YELLOW CAP #13147

SCALE 1"=60'

- LEGEND**
- ▲ GOVERNMENT CORNER MONUMENT FOUND
 - △ GOVERNMENT CORNER MONUMENT SET 1/2" x 24" REBAR w/YELLOW PLASTIC ID CAP #21428
 - CORNER MONUMENT FOUND
 - SET 1/2" x 24" REBAR w/YELLOW PLASTIC ID CAP #21428
 - () RECORDED AS

DRAWN BY KNW DATE 6/6/2017
 SCALE 1"=60' PROJECT NO. 1656.05

Item G.2.i.

CTRL #

C	O	Y	Y	Y	Y	M	M	#	#	#	#	#	#	#	#	#	#	#	#



REAL ESTATE TRANSFER - DECLARATION OF VALUE

Please read the instructions comprised in form 57-011 before completing and filing this form.

Part I - TO BE COMPLETED BY BUYER, SELLER OR AGENT

Date of Instrument (MMDDYYYY)

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Enter the number matching your selection in the box at the end of the line: Deed (1) Contract (2)

1

Seller: Wilken Properties, L.L.C.

Phone Number:

Seller Address: 2308 Center Street

City: Cedar Falls

State: Iowa

ZIP: 50613

email:

Buyer: City of Cedar Falls, Iowa

Phone Number:

Buyer Address: 220 Clay Street

City: Cedar Falls

State: Iowa

ZIP: 50613

email:

Address of Property Conveyed: 2308 Center Street

City: Cedar Falls

State: Iowa

ZIP: 50613

Legal Description: See Addendum

Enter the number corresponding to your selection in the box at the end of the line, if applicable.

Type of Sale: Sale between related parties/family (1); Sale of partial interest (2); Trade (3); Quit Claim Deed (4); Auction (5) 2

Was this a sale of agricultural land to: Corporation (1); Trust (2); Alien (3); Non-resident Alien (4); Limited Partnership (5)

DECLARATION OF VALUE STATEMENT

1. Total Amount Paid.....	7	6	6	.00
2. Amount Paid for Personal Property.....				.00
3. Amount Paid for Real Property.....	7	6	6	.00

I hereby declare that the information contained in Part I of this form is true and correct.

Printed Name: Wilken Properties, L.L.C.

Phone Number: 319-610-3424

Signature:

Buyer

or Seller

or Agent

or Attorney

Part II - TO BE COMPLETED BY THE ASSESSOR

Assessed values must be as of January 1 of the year in which the sale occurred.

SECTION A: SINGLE CLASSIFICATION

Primary Classification: Residential (4); Commercial (5); Industrial (2); Agricultural (1); Multi-residential (7)

City/Township:

Occupancy:

Primary Parcel Number:

Year Built:

Class	Land	Building	Dwelling
Res	<input type="text"/> .00	<input type="text"/> .00	<input type="text"/> .00
Com	<input type="text"/> .00	<input type="text"/> .00	
Ind	<input type="text"/> .00	<input type="text"/> .00	
Ag	<input type="text"/> .00	<input type="text"/> .00	<input type="text"/> .00
MultiRes	<input type="text"/> .00	<input type="text"/> .00	<input type="text"/> .00

Subtotal00

SECTION B: DUAL CLASSIFICATION

Primary Classification: Commercial (5); Industrial (2); Multi-residential (7)

City/Township:

Occupancy:

Primary Parcel Number:

Year Built:

Class	Land	Building	Dwelling
Com	<input type="text"/> .00	<input type="text"/> .00	
Ind	<input type="text"/> .00	<input type="text"/> .00	
MultiRes	<input type="text"/> .00	<input type="text"/> .00	<input type="text"/> .00

Subtotal00

Total: Add Subtotal amounts from Sections A and B00

Enter amount from line 3, page 100

Ratio: Divide Total amount by the amount on line 3, page 1 %

NUTC

Jurisdiction

Comments:

Item G.2.i.

Addendum

Legal Description

The East 2 feet of that part of the Southeast Quarter of the Southeast Quarter of the Southeast Quarter of Section 35, Township 90 North, Range 14 West of the 5th P.M., Black Hawk County, Iowa, described as follows:

Commencing at a point 290 feet North of the Southeast corner of said Section; thence North 220.6 feet; thence West 466.6 feet; thence South 220.6 feet; thence East 466.6 feet to the place of beginning, except the West 72 feet thereof and except the East 33 feet thereof conveyed to Black Hawk County, Iowa, for road purposes.

REAL ESTATE TRANSFER - GROUNDWATER HAZARD STATEMENT
TO BE COMPLETED BY TRANSFEROR

TRANSFEROR:

Name Wilken Properties, L.L.C.
Address 2308 Center Street, Cedar Falls, IA 50613
Number and Street or RR City, Town or P.O. State Zip

TRANSFeree:

Name City of Cedar Falls, Iowa
Address 220 Clay Street, Cedar Falls, IA 50613
Number and Street or RR City, Town or P.O. State Zip

Address of Property Transferred:
2308 Center Street, Cedar Falls, IA 50613
Number and Street or RR City, Town or P.O. State Zip

Legal Description of Property: (Attach if necessary) See Addendum

1. Wells (check one)

- There are no known wells situated on this property.
- There is a well or wells situated on this property. The type(s), location(s) and legal status are stated below or set forth on an attached separate sheet, as necessary.

2. Solid Waste Disposal (check one)

- There is no known solid waste disposal site on this property.
- There is a solid waste disposal site on this property and information related thereto is provided in Attachment #1, attached to this document.

3. Hazardous Wastes (check one)

- There is no known hazardous waste on this property.
- There is hazardous waste on this property and information related thereto is provided in Attachment #1, attached to this document.

4. Underground Storage Tanks (check one)

- There are no known underground storage tanks on this property. (Note exclusions such as small farm and residential motor fuel tanks, most heating oil tanks, cisterns and septic tanks, in instructions.)
- There is an underground storage tank on this property. The type(s), size(s) and any known substance(s) contained are listed below or on an attached separate sheet, as necessary.

Item G.2.i.

5. Private Burial Site (check one)

- There are no known private burial sites on this property.
- There is a private burial site on this property. The location(s) of the site(s) and known identifying information of the decedent(s) is stated below or on an attached separate sheet, as necessary.

6. Private Sewage Disposal System (check one)

- All buildings on this property are served by a public or semi-public sewage disposal system.
- This transaction does not involve the transfer of any building which has or is required by law to have a sewage disposal system.
- There is a building served by private sewage disposal system on this property or a building without any lawful sewage disposal system. A certified inspector's report is attached which documents the condition of the private sewage disposal system and whether any modifications are required to conform to standards adopted by the Department of Natural Resources. A certified inspection report must be accompanied by this form when recording.
- There is a building served by private sewage disposal system on this property. Weather or other temporary physical conditions prevent the certified inspection of the private sewage disposal system from being conducted. The buyer has executed a binding acknowledgment with the county board of health to conduct a certified inspection of the private sewage disposal system at the earliest practicable time and to be responsible for any required modifications to the private sewage disposal system as identified by the certified inspection. A copy of the binding acknowledgment is attached to this form.
- There is a building served by private sewage disposal system on this property. The buyer has executed a binding acknowledgment with the county board of health to install a new private sewage disposal system on this property within an agreed upon time period. A copy of the binding acknowledgment is provided with this form.
- There is a building served by private sewage disposal system on this property. The building to which the sewage disposal system is connected will be demolished without being occupied. The buyer has executed a binding acknowledgment with the county board of health to demolish the building within an agreed upon time period. A copy of the binding acknowledgment is provided with this form. [Exemption #9]
- This property is exempt from the private sewage disposal inspection requirements pursuant to the following exemption [Note: for exemption #9 use prior check box]: _____
- The private sewage disposal system has been installed within the past two years pursuant to permit number _____

Information required by statements checked above should be provided here or on separate sheets attached hereto:

I HEREBY DECLARE THAT I HAVE REVIEWED THE INSTRUCTIONS FOR THIS FORM AND THAT THE INFORMATION STATED ABOVE IS TRUE AND CORRECT.

Signature:  Telephone No.: 319-610-3424
(Transferor or Agent)

GROUNDWATER HAZARD STATEMENT

ATTACHMENT #1

NOTICE OF WASTE DISPOSAL SITE

a. Solid Waste Disposal (check one)

- There is a solid waste disposal site on this property, but no notice has been received from the Department of Natural Resources that the site is deemed to be potentially hazardous.
- There is a solid waste disposal site on this property which has been deemed to be potentially hazardous by the Department of Natural Resources. The location(s) of the site(s) is stated below or on an attached separate sheet, as necessary.

b.. Hazardous Wastes (check one)

- There is hazardous waste on this property and it is being managed in accordance with Department of Natural Resources rules.
- There is hazardous waste on this property and the appropriate response or remediation actions, or the need therefore, have not yet been determined.

Further descriptive information:

I HEREBY DECLARE THAT I HAVE REVIEWED THE INSTRUCTIONS FOR THIS FORM AND THAT THE INFORMATION STATED ABOVE IS TRUE AND CORRECT.

Signature: _____ Telephone No.: _____
(Transferor or Agent)

Item G.2.i.

Addendum

Legal Description

The East 2 feet of that part of the Southeast Quarter of the Southeast Quarter of the Southeast Quarter of Section 35, Township 90 North, Range 14 West of the 5th P.M., Black Hawk County, Iowa, described as follows:

Commencing at a point 290 feet North of the Southeast corner of said Section; thence North 220.6 feet; thence West 466.6 feet; thence South 220.6 feet; thence East 466.6 feet to the place of beginning, except the West 72 feet thereof and except the East 33 feet thereof conveyed to Black Hawk County, Iowa, for road purposes.

PARTIAL RELEASE OF DEED OF TRUST
Recorder's Cover Sheet

Preparer Information: (Name, address and phone number)

Kevin Rogers, City Attorney, 220 Clay Street, Cedar Falls, IA 50613, Phone: (319)
243-2713

Taxpayer Information: (Name and complete address)

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

Return Document To: (Name and complete address)

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

Grantors:

Lincoln Savings Bank

Grantees:

Wilken Properties, L.L.C.

Legal description: See Page 2

Document or instrument number of previously recorded documents:

Item G.2.i.

PARTIAL RELEASE OF DEED OF TRUST

The undersigned, the present owner(s) of the Deed of Trust hereinafter described, for valuable consideration, receipt of which is hereby acknowledged, do hereby acknowledge that the following described real estate situated in Black Hawk County, Iowa, to wit:
See Addendum

is hereby released from the lien of the Deed of Trust, executed by Wilken Properties, L.L.C. dated September 30, 2014, recorded in the records of the Office of the Recorder of the County of Black Hawk, State of Iowa, recorded as document reference number #2015-5853, specifically reserving and retaining the lien of the deed of trust and all rights under the deed of trust against all of the remaining property embraced in the Deed of Trust above described.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural, and as masculine, feminine or neuter gender, according to the context.

Dated 2/22/18,

Lincoln Savings Bank

By: [Signature] Its: FVP Relationship Manager

REPRESENTATIVE CAPACITY ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF BLACK HAWK

This record was acknowledged before me on February 22 2018, by Amanda Becker
as loan Assistant
of Lincoln Savings Bank

[Signature]
Signature of Notary Public



Addendum

Legal Description

The East 2 feet of that part of the Southeast Quarter of the Southeast Quarter of the Southeast Quarter of Section 35, Township 90 North, Range 14 West of the 5th P.M., Black Hawk County, Iowa, described as follows:

Commencing at a point 290 feet North of the Southeast corner of said Section; thence North 220.6 feet; thence West 466.6 feet; thence South 220.6 feet; thence East 466.6 feet to the place of beginning, except the West 72 feet thereof and except the East 33 feet thereof conveyed to Black Hawk County, Iowa, for road purposes.

Item G.2.i.



WARRANTY DEED - SEVERAL GRANTORS

THE IOWA STATE BAR ASSOCIATION

Official Form No. 102

Recorder's Cover Sheet

Preparer Information: (Name, address and phone number)

Kevin Rogers, City Attorney, 220 Clay Street, Cedar Falls, IA 50613, Phone: (319) 243-2713

Taxpayer Information: (Name and complete address)

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

Return Document To: (Name and complete address)

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

Grantors:

Cole D. Heimer
Jena M. Heimer

Grantees:

City of Cedar Falls, Iowa

Legal description: See Page 2

Document or instrument number of previously recorded documents:



WARRANTY DEED (Several Grantors)

For the consideration of One Dollar(s) and other valuable consideration, Cole D. Heimer and Jena M. Heimer, husband and wife

do hereby Convey to City of Cedar Falls, Iowa

the following described real estate in Black Hawk County, Iowa: The East 2 feet of Lot 58, Clark and Lantz's Addition, Cedar Falls, Iowa.

This deed is exempt according to Iowa Code 428A.2(21).

Grantors do Hereby Covenant with grantees, and successors in interest, that grantors hold the real estate by title in fee simple; that they have good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances except as may be above stated; and grantors Covenant to Warrant and Defend the real estate against the lawful claims of all persons except as may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated on 2-28-18

[Signature of Cole D. Heimer] Cole D. Heimer (Grantor)

(Grantor)

[Signature of Jena M. Heimer] Jena M. Heimer (Grantor)

(Grantor)

(Grantor)

(Grantor)

(Grantor)

(Grantor)

STATE OF IOWA, COUNTY OF BLACK HAWK This record was acknowledged before me on 2/28/2018, by Cole D. Heimer and Jena M. Heimer



[Signature of Notary Public] Signature of Notary Public

Item G.2.i.

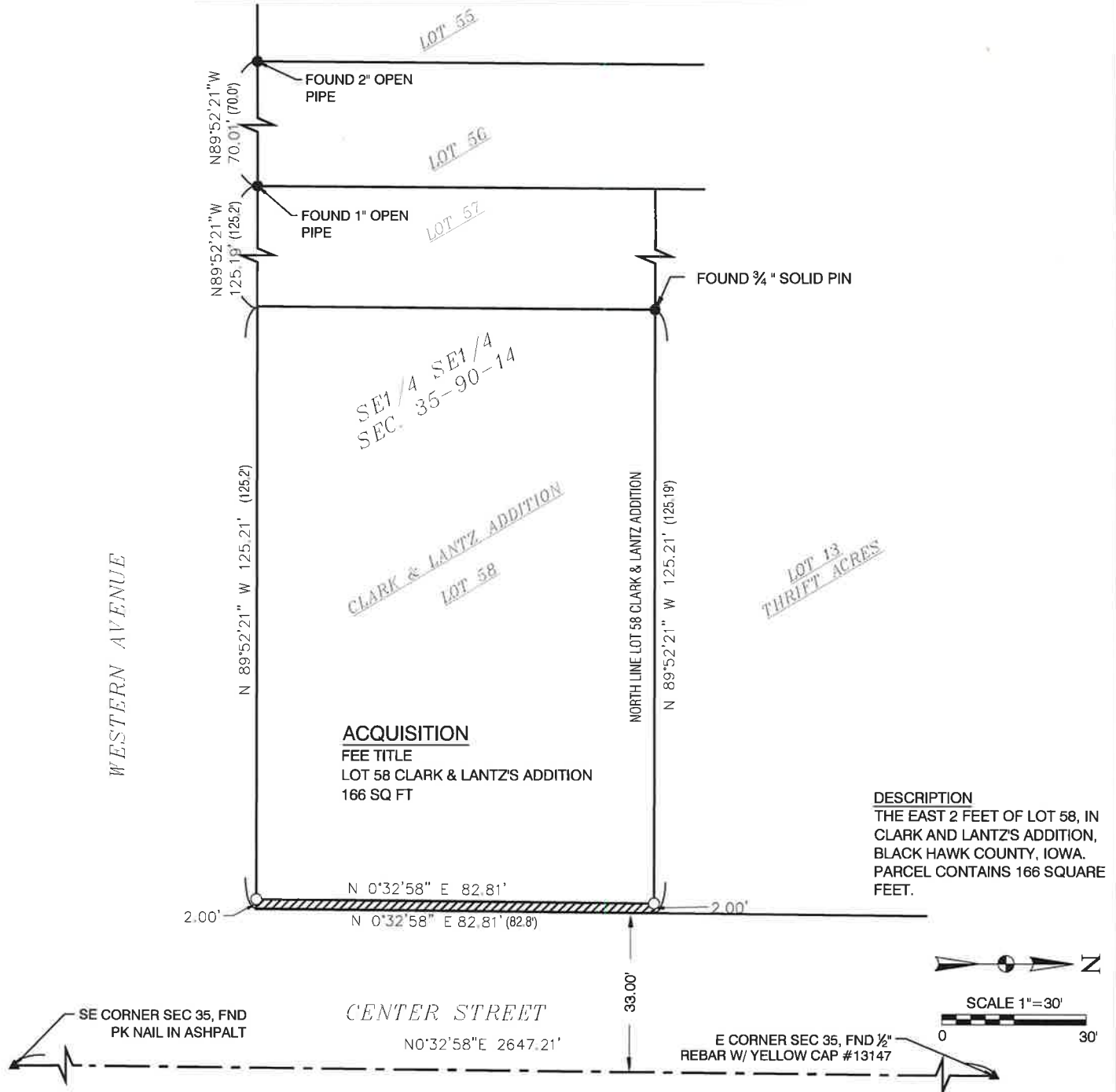
PREPARED BY - CLAPSADDLE-GARBER ASSOCIATES, INC, 16 EAST MAIN STREET, P.O. BOX 754, MARSHALLTOWN, IOWA 50158 - PHONE 641-752-6701

CITY OF CEDAR FALLS, IOWA

ACQUISITION PLAT PARCEL #10
ADDRESS: 2322 CENTER ST.
EXHIBIT "A"



COUNTY BLACK HAWK COUNTY STATE CONTROL NO. _____
PROJECT NO. TAP-U-1185(651)--8I-07 PARCEL NO. 9014-35-480-007
SECTION 35 TOWNSHIP 90N RANGE 14W
ROW-FEE 166 SF, EASE _____ AC, BORROW _____ AC, EXCESS-FEE _____ AC
ACQUIRED FROM COLE D HEIMER



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly Licensed Professional Land Surveyor under the laws of the State of Iowa.

Aaron L. Mueller
Aaron L. Mueller, PLS date 1/26/2018
Iowa License Number 21428
My License Renewal Date is December 31, 2018
Pages or sheets covered by this seal: THIS SHEET

Prepared by: Terra Ray, 220 Clay Street, Cedar Falls, IA 50613 (319) 243-2711

TEMPORARY EASEMENT AGREEMENT

The undersigned Cole D Heimer and Jena M Heimer, (hereinafter "Grantor"), in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey to the City of Cedar Falls, Iowa (hereinafter "Grantee"), its successors and assigns, a temporary easement over, under, and across the real estate legally described below, for purposes of construction, reconstruction, replacement, operation and maintenance of the Center Street Recreational Trail Project, together with the right of ingress to and egress from the real estate described below, in order to perform all work and do all other things reasonably necessary to exercise all rights granted to Grantee in this easement, provided that such easement shall not unreasonably interfere with grantor's business operation or access thereto.

Said easement is granted over the following described real estate owned by Grantor to-wit:

DESCRIPTION

THE EAST 7 FEET EXCEPT THE EAST 2 FEET OF THE FOLLOWING DESCRIBED PARCEL: LOT 58, IN CLARK AND LANTZ'S ADDITION, BLACK HAWK COUNTY, IOWA. PARCEL CONTAINS 414 SQUARE FEET.

This easement shall be temporary in nature, terminating upon the completion of the Project. Shall benefit and shall be binding upon Grantor and Grantee, and their respective heirs, personal representatives, successors and assigns, and shall constitute a covenant that runs with the Grantor's land.

Upon completion of any construction or maintenance work undertaken by Grantee upon the above-described real estate, the Grantee shall be required to replace or restore any and all damage to said real estate resulting from said construction or maintenance work as is reasonable under the circumstances.

By Cole D Heimer
Cole D Heimer

By Jena M Heimer
Jena M Heimer

Item G.2.i.

STATE OF IOWA)
) ss.
COUNTY OF Black Hawk)

This instrument was acknowledged before me on 28 day of Feb, 2018, by Cole D Heimer & Jenam Heimer

Terra Ray
Notary Public in and for the State of IOWA

My Commission Expires: 1-23-21



STATE OF IOWA)
) ss.
COUNTY OF Black Hawk)

This instrument was acknowledged before me on 27 day of Feb, 2018, by Jena M Heimer.



Terra Ray
Notary Public in and for the State of Iowa

My Commission Expires: 1-23-21

ACCEPTANCE OF EASEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Easement.

Dated this _____ day of _____, 2018.

CITY OF CEDAR FALLS, IOWA

James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, CMC
City Clerk

STATE OF IOWA)
) ss.
COUNTY OF BLACK HAWK)

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

Notary Public in and for the State of Iowa

My Commission Expires: _____

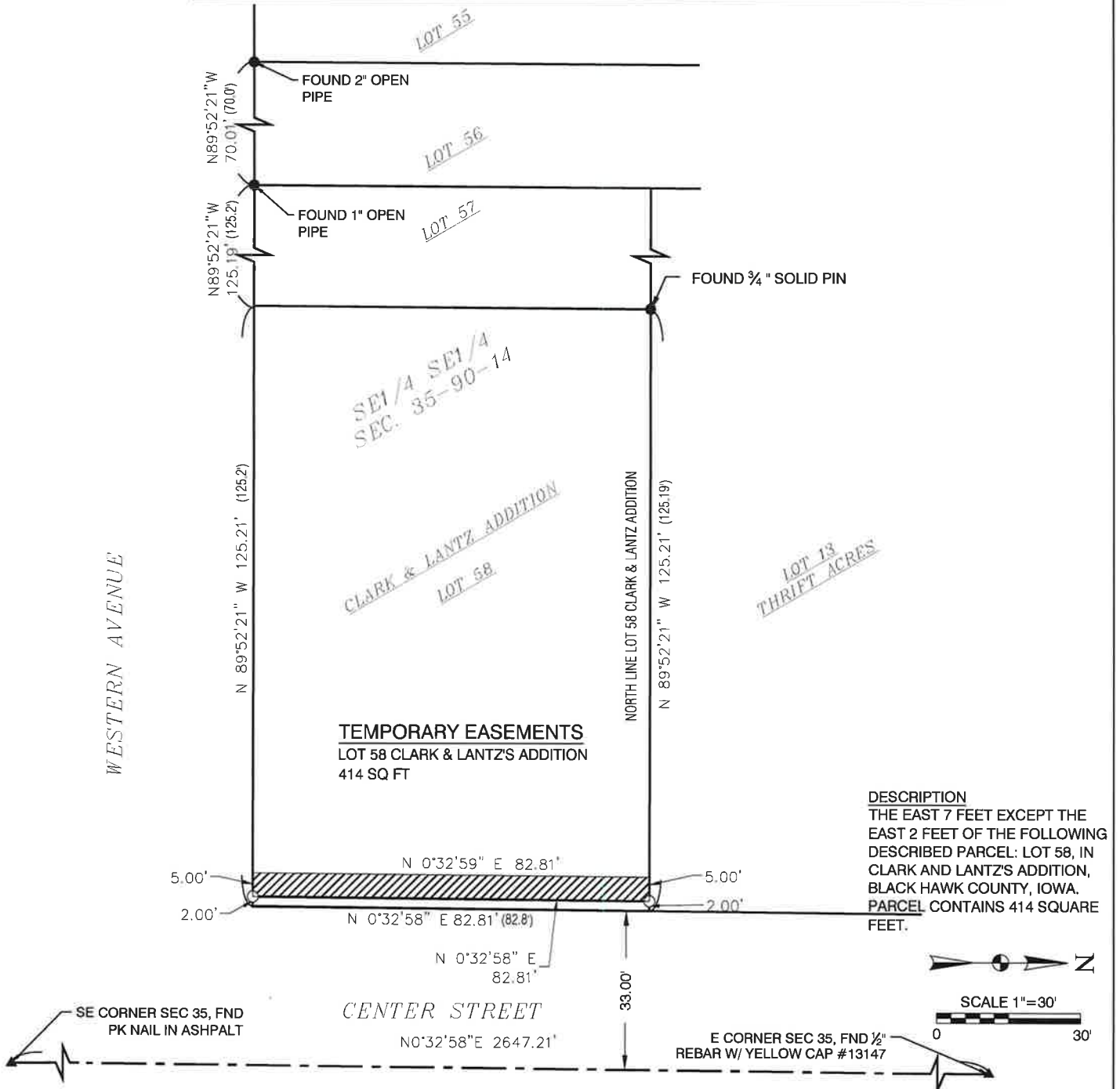
Item G.2.i.

PREPARED BY - CLAPSADDLE-GARBER ASSOCIATES, INC. 16 EAST MAIN STREET, P.O. BOX 754, MARSHALLTOWN, IOWA 50158 - PHONE 641-752-6701

CITY OF CEDAR FALLS, IOWA TEMPORARY EASEMENT PARCEL #10 ADDRESS: 2322 CENTER ST. EXHIBIT "A"



COUNTY BLACK HAWK COUNTY STATE CONTROL NO. _____
 PROJECT NO. TAP-U-1185(651)--8I-07 PARCEL NO. 9014-35-480-007
 SECTION 35 TOWNSHIP 90N RANGE 14W
 ROW-FEE _____ SF, EASE 414 SF, BORROW _____ AC, EXCESS-FEE _____ AC
 ACQUIRED FROM COLE D HEIMER



J:\1656\dwg\Survey\Temporary Easements\1656-10-2322 Center Street.dwg - 2322 Center St. - 07-13-17 - 4:44pm - SJC25



PARTIAL RELEASE OF REAL ESTATE MORTGAGE

THE IOWA STATE BAR ASSOCIATION
Official Form No. 130
Recorder's Cover Sheet

Preparer Information: (Name, address and phone number)

Kevin Rogers, City Attorney, 220 Clay Street, Cedar Falls, IA 50613, Phone: (319) 243-2713

Taxpayer Information: (Name and complete address)

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

Return Document To: (Name and complete address)

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

Grantors:

University of Iowa Community Credit Union

Grantees:

Cole D. Heimer, a single man

Legal description: See Page 2

Document or instrument number of previously recorded documents:



PARTIAL RELEASE OF REAL ESTATE MORTGAGE

The undersigned, the present owner(s) of the mortgage hereinafter described, for valuable consideration, receipt of which is hereby acknowledged, do hereby acknowledge that the following described real estate situated in Black Hawk County, Iowa, to wit: The East 2 feet of Lot 58, Clark and Lantz's Addition, Cedar Falls, Iowa.

is hereby released from the lien of the real estate mortgage, executed by Cole D. Heimer, a single man dated July 30, 2015, recorded in the records of the Office of the Recorder of the County of Black Hawk, State of Iowa, recorded as document reference number #2016-2424, specifically reserving and retaining the mortgage lien and all mortgage rights against all of the remaining property embraced in the mortgage above described.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural, and as masculine, feminine or neuter gender, according to the context. Dated 02/14/2018.

Nick Stull/Mortgage Underwriting Officer

Lisa Patterson/Mortgage Sales and Support Officer

REPRESENTATIVE CAPACITY ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF Johnson. This record was acknowledged before me on 02/14/2018, by Nick Stull and Lisa Patterson as Mortgage Underwriting Officer and Mortgage Sales and Service Officer of University of Iowa Community Credit Union.

Signature of Notary Public



INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____, COUNTY OF _____. This record was acknowledged before me on _____, by _____.

Signature of Notary Public

NOTE: For complete release of real estate mortgage, see ISBA Form No. 129.



PARTIAL RELEASE OF REAL ESTATE MORTGAGE

THE IOWA STATE BAR ASSOCIATION
Official Form No. 130
Recorder's Cover Sheet

Preparer Information: (Name, address and phone number)

Kevin Rogers, City Attorney, 220 Clay Street, Cedar Falls, IA 50613, Phone: (319) 243-2713

Taxpayer Information: (Name and complete address)

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

Return Document To: (Name and complete address)

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

Grantors:

Iowa Community Credit Union

Grantees:

Cole D. Heimer, a single man

Legal description: See Page 2

Document or instrument number of previously recorded documents:

Item G.2.i.



PARTIAL RELEASE OF REAL ESTATE MORTGAGE

The undersigned, the present owner(s) of the mortgage hereinafter described, for valuable consideration, receipt of which is hereby acknowledged, do hereby acknowledge that the following described real estate situated in Black Hawk County, Iowa, to wit:
The East 2 feet of Lot 58, Clark and Lantz's Addition, Cedar Falls, Iowa.

is hereby released from the lien of the real estate mortgage, executed by Cole D. Heimer, a single man dated July 30, 2015, recorded in the records of the Office of the Recorder of the County of Black Hawk, State of Iowa, recorded as document reference number #2016-2423, specifically reserving and retaining the mortgage lien and all mortgage rights against all of the remaining property embraced in the mortgage above described.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural, and as masculine, feminine or neuter gender, according to the context.

Dated 02/14/2018.

Nick Stull
Nick Stull/Mortgage Underwriting Officer

Lisa Patterson
Lisa Patterson/Mortgage Sales and Support Officer

REPRESENTATIVE CAPACITY ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF Johnson

This record was acknowledged before me on 02/14/2018, by Nick Stull and Lisa Patterson

as Mortgage Underwriting Officer and Mortgage Sales and Support Officer
of University of Iowa Community Credit Union

Toni Bowser
Signature of Notary Public



INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____, COUNTY OF _____

This record was acknowledged before me on _____, by _____

Signature of Notary Public

NOTE: For complete release of real estate mortgage, see ISBA Form No. 129.



WARRANTY DEED - SEVERAL GRANTORS

THE IOWA STATE BAR ASSOCIATION
Official Form No. 102
Recorder's Cover Sheet

Preparer Information: (Name, address and phone number)

Kevin Rogers, City Attorney, 220 Clay Street, Cedar Falls, IA 50613, Phone: (319) 243-2713

Taxpayer Information: (Name and complete address)

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

Return Document To: (Name and complete address)

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

Grantors:

David V. Adelmund
Melissa C. McClintock-Adelmund

Grantees:

City of Cedar Falls, Iowa

Legal description: See Page 2

Document or instrument number of previously recorded documents:

Item G.2.i.



**WARRANTY DEED
(Several Grantors)**

For the consideration of One Dollar(s) and other valuable consideration, David V. Adelmund and Melissa C. McClintock-Adelmund, husband and wife

City of Cedar Falls, Iowa do hereby Convey to

Black Hawk County, Iowa: The East 2 feet of the following described parcel: Lot 60, except the West 105 feet thereof, and all of Lot 59, Clark and Lantz's Addition, Cedar Falls, Iowa.

This deed is exempt according to Iowa Code 428A.2(21).

Grantors do Hereby Covenant with grantees, and successors in interest, that grantors hold the real estate by title in fee simple; that they have good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances except as may be above stated; and grantors Covenant to Warrant and Defend the real estate against the lawful claims of all persons except as may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated on 4-25-18.

David Adelmund

David V. Adelmund (Grantor)

(Grantor)

Melissa C. McClintock-Adelmund

Melissa C. McClintock-Adelmund (Grantor)

(Grantor)

(Grantor)

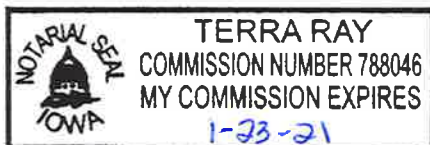
(Grantor)

(Grantor)

(Grantor)

STATE OF IOWA, COUNTY OF BLACK HAWK

This record was acknowledged before me on 4-25-18, by David V. Adelmund



Terra Ray
Signature of Notary Public

STATE OF IOWA, COUNTY OF BLACK HAWK
This record was acknowledged before me on 4/25/18, by Melissa C. McClintock-Adelmund



[Signature]
Signature of Notary Public

STATE OF _____, COUNTY OF _____
This record was acknowledged before me on _____, by _____

Signature of Notary Public

STATE OF _____, COUNTY OF _____
This record was acknowledged before me on _____, by _____

Signature of Notary Public

STATE OF _____, COUNTY OF _____
This record was acknowledged before me on _____, by _____

Signature of Notary Public

STATE OF _____, COUNTY OF _____
This record was acknowledged before me on _____, by _____

Signature of Notary Public

Item G.2.i.

PREPARED BY - CLAPSADDLE-GARBER ASSOCIATES, INC, 16 EAST MAIN STREET, P.O. BOX 754, MARSHALLTOWN, IOWA 50158 - PHONE 641-752-6701

CITY OF CEDAR FALLS, IOWA

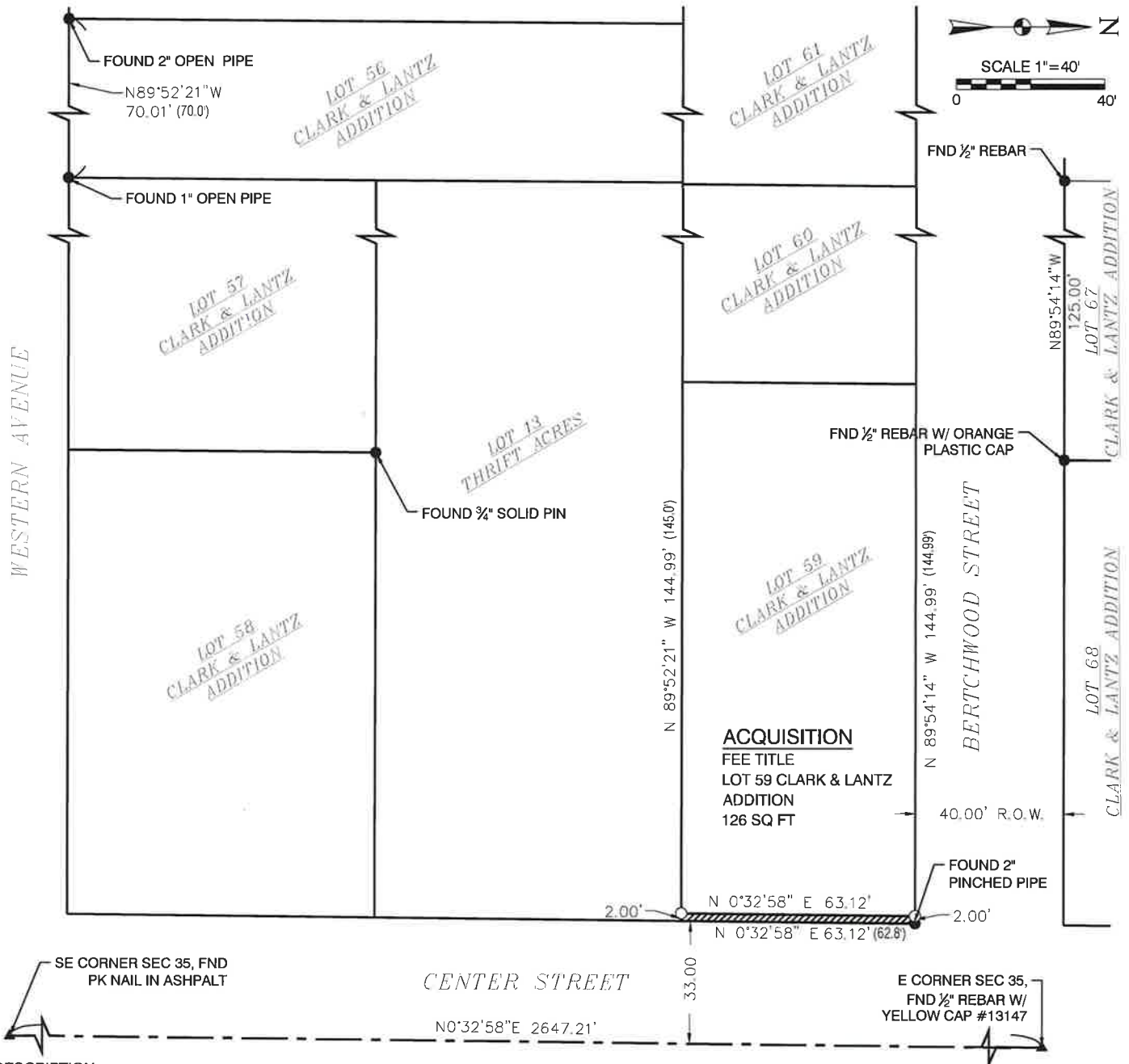
ACQUISITION PLAT PARCEL #12

ADDRESS: 2410 CENTER ST.

EXHIBIT "A"



COUNTY BLACK HAWK COUNTY STATE CONTROL NO. _____
 PROJECT NO. TAP-U-1185(651)--8I-07 PARCEL NO. 9014-35-480-005
 SECTION 35 TOWNSHIP 90N RANGE 14W
 ROW-FEE 126 SF, EASE _____ AC, BORROW _____ AC, EXCESS-FEE _____ AC
 ACQUIRED FROM DAVID V. ALDEMUND & MELISSA C MCCLINTOCK ADELMUND



DESCRIPTION

THE EAST 2 FEET OF THE FOLLOWING DESCRIBED PARCEL: LOT NO. SIXTY (60) EXCEPT THE WEST ONE HUNDRED FIVE (105) FEET THEREOF, AND ALL LOT NO. FIFTY-NINE (59) IN CLARK AND LANTZ'S ADDITION, IN BLACK HAWK COUNTY, IOWA. PARCEL CONTAINS 126 SQUARE FEET.



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly Licensed Professional Land Surveyor under the laws of the State of Iowa.

[Signature] 1/26/2018
 Aaron L. Mueller, PLS date
 Iowa License Number 21428
 My License Renewal Date is December 31, 2018
 Pages or sheets covered by this seal: THIS SHEET

LEGEND

- ▲ GOVERNMENT CORNER MONUMENT FOUND
- △ GOVERNMENT CORNER MONUMENT SET 1/2" x 24" REBAR w/YELLOW PLASTIC ID CAP #21428
- CORNER MONUMENT FOUND
- SET 1/2" x 24" REBAR w/YELLOW PLASTIC ID CAP #21428
- () RECORDED AS

DRAWN BY KNW DATE 5/10/2017
 SCALE 1"=40' PROJECT NO. 1656.05

Prepared by: Terra Ray, 220 Clay Street, Cedar Falls, IA 50613 (319) 243-2711

TEMPORARY EASEMENT AGREEMENT

The undersigned David V Adelmund & Melissa C McClintock Adelmund, (hereinafter "Grantor"), in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey to the City of Cedar Falls, Iowa (hereinafter "Grantee"), its successors and assigns, a temporary easement over, under, and across the real estate legally described below, for purposes of construction, reconstruction, replacement, operation and maintenance of the Center Street Recreational Trail Project, together with the right of ingress to and egress from the real estate described below, in order to perform all work and do all other things reasonably necessary to exercise all rights granted to Grantee in this easement, provided that such easement shall not unreasonably interfere with grantor's business operation or access thereto.

Said easement is granted over the following described real estate owned by Grantor to-wit:

DESCRIPTION

THE EAST 7 FEET EXCEPT THE EAST 2 FEET OF THE FOLLOWING DESCRIBED PARCEL: LOT NO. SIXTY (60) EXCEPT THE WEST ONE HUNDRED FIVE (105) FEET THEREOF, AND ALL LOT NO. FIFTY-NINE (59) IN CLARK AND LANTZ'S ADDITION, IN BLACK HAWK COUNTY, IOWA. TEMPORARY EASEMENT CONTAINS 316 SQUARE FEET.

This easement shall be temporary in nature, terminating upon the completion of the Project. Shall benefit and shall be binding upon Grantor and Grantee, and their respective heirs, personal representatives, successors and assigns, and shall constitute a covenant that runs with the Grantor's land.

Upon completion of any construction or maintenance work undertaken by Grantee upon the above-described real estate, the Grantee shall be required to replace or restore any and all damage to said real estate resulting from said construction or maintenance work as is reasonable under the circumstances.

STATE OF IOWA)
) ss.
COUNTY OF BLACK HAWK)

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

Notary Public in and for the State of Iowa

My Commission Expires: _____

Item G.2.i.

PREPARED BY - CLAPSADDLE-GARBER ASSOCIATES, INC. 16 EAST MAIN STREET, P.O. BOX 754, MARSHALLTOWN, IOWA 50158 - PHONE 641-752-6701

CITY OF CEDAR FALLS, IOWA

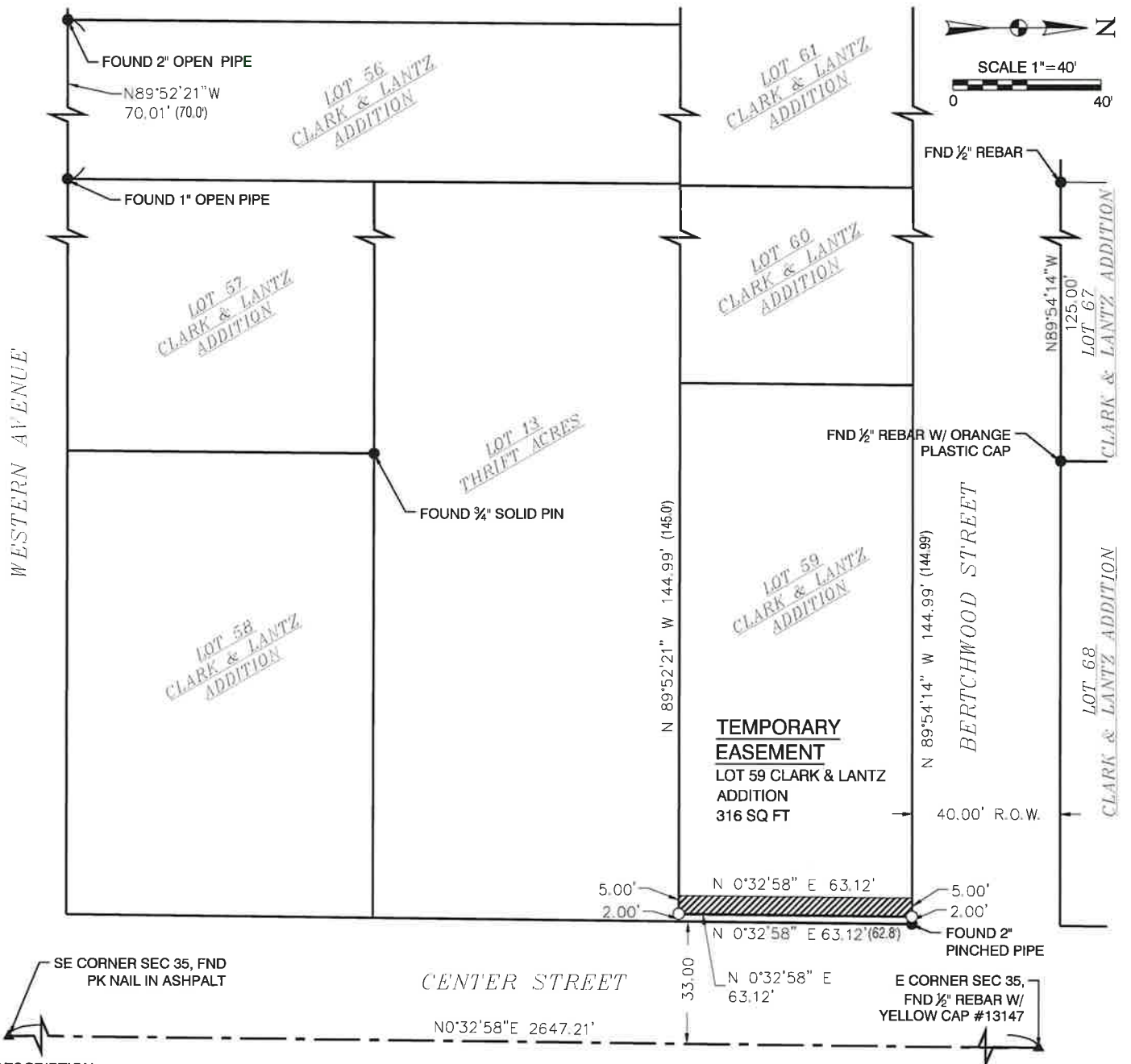
TEMPORARY EASEMENT PARCEL #12

ADDRESS: 2410 CENTER ST.

EXHIBIT "A"



COUNTY BLACK HAWK COUNTY STATE CONTROL NO. _____
 PROJECT NO. TAP-U-1185(651)--8I-07 PARCEL NO. 9014-35-480-005
 SECTION 35 TOWNSHIP 90N RANGE 14W
 ROW-FEE _____ SF, EASE 316 SF, BORROW _____ AC, EXCESS-FEE _____ AC
 ACQUIRED FROM DAVID V. ALDEMUND & MELISSA C MCCLINTOCK ADELMUND



DESCRIPTION

THE EAST 7 FEET EXCEPT THE EAST 2 FEET OF THE FOLLOWING DESCRIBED PARCEL: LOT NO. SIXTY (60) EXCEPT THE WEST ONE HUNDRED FIVE (105) FEET THEREOF, AND ALL LOT NO. FIFTY-NINE (59) IN CLARK AND LANTZ'S ADDITION, IN BLACK HAWK COUNTY, IOWA. TEMPORARY EASEMENT CONTAINS 316 SQUARE FEET.

LEGEND

- ▲ GOVERNMENT CORNER MONUMENT FOUND
- △ GOVERNMENT CORNER MONUMENT SET 1/2" x 24" REBAR w/YELLOW PLASTIC ID CAP #21428
- CORNER MONUMENT FOUND
- SET 1/2" x 24" REBAR w/YELLOW PLASTIC ID CAP #21428
- () RECORDED AS

DRAWN BY KNW DATE 6/6/2017
 SCALE 1"=40' PROJECT NO. 1656.05



PARTIAL RELEASE OF REAL ESTATE MORTGAGE
THE IOWA STATE BAR ASSOCIATION
Official Form No. 130
Recorder's Cover Sheet

Preparer Information: (Name, address and phone number)

Kevin Rogers, City Attorney, 220 Clay Street, Cedar Falls, IA 50613, Phone: (319) 243-2713

Taxpayer Information: (Name and complete address)

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

Return Document To: (Name and complete address)

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

Grantors:

PHH Mortgage Corporation

Grantees:

David V. Adelmund and Melissa C. McClintock-Adelmund, husband and wife

Legal description: See Page 2

Document or instrument number of previously recorded documents:

Item G.2.i.



PARTIAL RELEASE OF REAL ESTATE MORTGAGE

The undersigned, the present owner(s) of the mortgage hereinafter described, for valuable consideration, receipt of which is hereby acknowledged, do hereby acknowledge that the following described real estate situated in Black Hawk County, Iowa, to wit: The East 2 feet of the following described parcel: Lot 60, except the West 150 feet thereof, and all of Lot 59, Clark and Lantz's Addition, Cedar Falls, Iowa.

is hereby released from the lien of the real estate mortgage, executed by David V. Adelmund and Melissa C. McClintock-Adelmund, husband and wife dated November 29, 2006, recorded in the records of the Office of the Recorder of the County of Black Hawk, State of Iowa, recorded as document reference number #2007-12682, specifically reserving and retaining the mortgage lien and all mortgage rights against all of the remaining property embraced in the mortgage above described.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural, and as masculine, feminine or neuter gender, according to the context.

Dated March 23, 2018

[Signature] LISA ROTHWEIN

REPRESENTATIVE CAPACITY ACKNOWLEDGMENT
STATE OF New Jersey COUNTY OF Burlington
This record was acknowledged before me on March 23, 2018, by LISA ROTHWEIN as Asst Secretary of PHH Mortgage Corporation



[Signature] Signature of Notary Public

DOROTHY J DEMARCO STATE OF NJ COMMISSION EXPIRES NOVEMBER 15, 2022

INDIVIDUAL ACKNOWLEDGMENT
STATE OF COUNTY OF
This record was acknowledged before me on by

Signature of Notary Public

NOTE: For complete release of real estate mortgage, see ISBA Form No. 129.

IN THE IOWA DISTRICT COURT FOR BLACK HAWK COUNTY

WHEATON FRANCISCAN HEALTHCARE-IOWA)	
DBA COVENANT MEDICAL CENTER,)	
SARTORI MEMORIAL HOSPITAL,)	
MERCY HOSPITAL,)	LAW NO.: LACV131716
)	
Plaintiff,)	
vs.)	
)	RELEASE AS TO CERTAIN
DAVID ADELMUND AND MELISSA ADELMUND,)	REAL ESTATE ONLY
)	
Defendant.)	

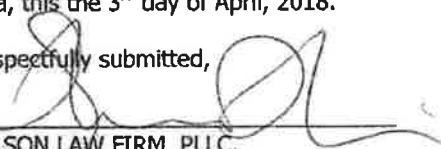
I, Shannon D. Simms being first duly sworn on oath depose and state that I am the Attorney for Covenant Medical Center in the above-captioned matter; and that I further authorize the Clerk of the District Court in and for Black Hawk County, to place this Partial Satisfaction and Release as to certain Real Estate only on record in said case.

This Instrument is not intended to be a total release and satisfaction of judgment or a total release of said lien, but is intended only to release the judgment lien as to the following real estate only and legally described as:

The East 2 feet of the following described parcel: Lot No. Sixty (60) except the West One Hundred Five (105) feet thereof, and all of Lot No. Fifty-nine (59) in Clark and Lantz's Addition in Black Hawk County, Iowa.

Dated at Waterloo, Black Hawk County, Iowa, this the 3rd day of April, 2018.

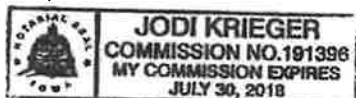
Respectfully submitted,

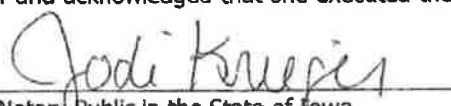
By: 
 NELSON LAW FIRM, PLLC,
 Kenneth P. Nelson – ICIS Pin AT0005671
 Shannon D. Simms – ICIS Pin AT0009894
 3112 Brockway Rd.
 P.O. Box 1020
 Waterloo IA 50704
 Phone: (319) 291-6161
 Fax: (319) 291-6193
 (E-mail) kriegler@nlfiowa.com
 Attorneys for Plaintiff

ACKNOWLEDGMENT

STATE OF IOWA)
) ss.
 COUNTY OF BLACK HAWK)

On this 3rd day of April, 2018, before me, the undersigned, a Notary Public in the State of Iowa, personally appeared, Shannon D. Simms, to me known to be the identical person named in and who executed the foregoing instrument for the Plaintiff and acknowledged that she executed the same as her voluntary act and deed.




 Notary Public in the State of Iowa

Item G.2.i.



WARRANTY DEED - SEVERAL GRANTORS

THE IOWA STATE BAR ASSOCIATION
Official Form No. 102
Recorder's Cover Sheet

Preparer Information: (Name, address and phone number)

Kevin Rogers, City Attorney, 220 Clay Street, Cedar Falls, IA 50613, Phone: (319) 243-2713

Taxpayer Information: (Name and complete address)

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

Return Document To: (Name and complete address)

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

Grantors:

James D. Hitchcock
Ilene C. Hitchcock

Grantees:

City of Cedar Falls, Iowa

Legal description: See Page 2

Document or instrument number of previously recorded documents:



WARRANTY DEED (Several Grantors)

For the consideration of One Dollar(s) and other valuable consideration, James D. Hitchcock and Ilene C. Hitchcock, husband and wife

do hereby Convey to City of Cedar Falls, Iowa

the following described real estate in Black Hawk County, Iowa: The East 2 feet of Lot 68, Clark and Lantz's Addition, Black Hawk County, Iowa.

This deed is exempt according to Iowa Code 428A.2(21).

Grantors do Hereby Covenant with grantees, and successors in interest, that grantors hold the real estate by title in fee simple; that they have good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances except as may be above stated; and grantors Covenant to Warrant and Defend the real estate against the lawful claims of all persons except as may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated on

James D. Hitchcock (Grantor)

Ilene C. Hitchcock (Grantor)

(Grantor)

(Grantor)

STATE OF IOWA, COUNTY OF BLACK HAWK. This record was acknowledged before me on 2-19-18, by JAMES D. Ilene Hitchcock

Terra Ray Signature of Notary Public



Item G.2.i.

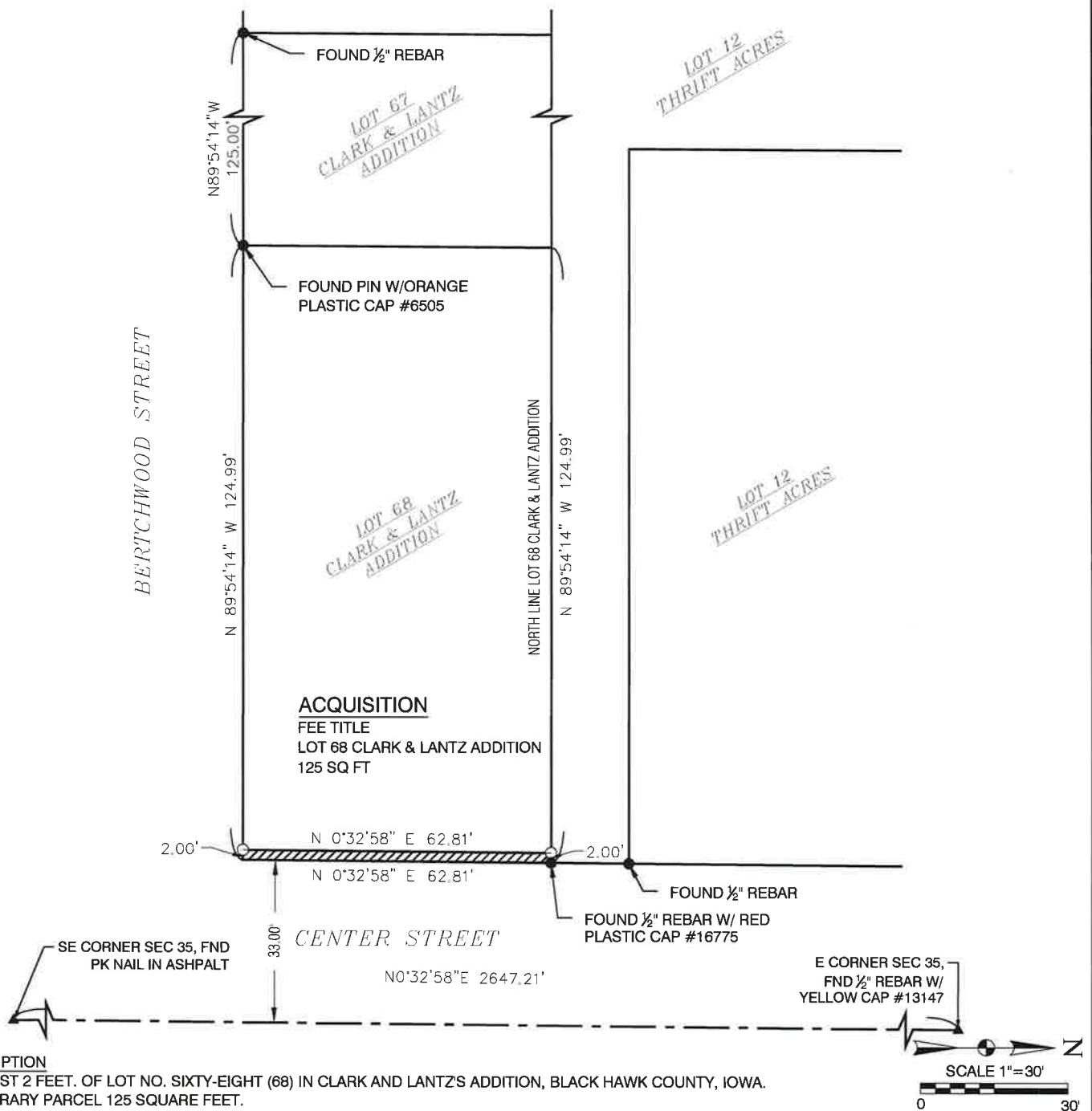
PREPARED BY - CLAPSADDLE-GARBER ASSOCIATES, INC. 16 EAST MAIN STREET, P.O. BOX 754, MARSHALLTOWN, IOWA 50158 - PHONE 641-752-6701

CITY OF CEDAR FALLS, IOWA

ACQUISITION PARCEL #13
ADDRESS: 2418 CENTER ST.
EXHIBIT "A"



COUNTY BLACK HAWK COUNTY STATE CONTROL NO. _____
PROJECT NO. TAP-U-1185(651)--8I-07 PARCEL NO. 9014-35-478-008
SECTION 35 TOWNSHIP 90N RANGE 14W
ROW-FEE 125 AC, EASE _____ AC, BORROW _____ AC, EXCESS-FEE _____ AC
ACQUIRED FROM JAMES D HITCHCOCK & ILENE C HITCHCOCK



DESCRIPTION
THE EAST 2 FEET. OF LOT NO. SIXTY-EIGHT (68) IN CLARK AND LANTZ'S ADDITION, BLACK HAWK COUNTY, IOWA.
TEMPORARY PARCEL 125 SQUARE FEET.



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly Licensed Professional Land Surveyor under the laws of the State of Iowa.

Aaron L. Mueller
Aaron L. Mueller, PLS date 1/26/2018
Iowa License Number 21428
My License Renewal Date is December 31, 2018
Pages or sheets covered by this seal: THIS SHEET

LEGEND

- ▲ GOVERNMENT CORNER MONUMENT FOUND
- △ GOVERNMENT CORNER MONUMENT SET 1/2" x 24" REBAR w/YELLOW PLASTIC ID CAP #21428
- CORNER MONUMENT FOUND
- SET 1/2" x 24" REBAR w/YELLOW PLASTIC ID CAP #21428
- () RECORDED AS

DRAWN BY KNW DATE 5/5/2017
SCALE 1"=30' PROJECT NO. 1656.05

Prepared by: Terra Ray, 220 Clay Street, Cedar Falls, IA 50613 (319) 243-2711

TEMPORARY EASEMENT AGREEMENT

The undersigned James D & Ilene C Hitchcock, (hereinafter "Grantor"), in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey to the City of Cedar Falls, Iowa (hereinafter "Grantee"), its successors and assigns, a temporary easement over, under, and across the real estate legally described below, for purposes of construction, reconstruction, replacement, operation and maintenance of the Center Street Recreational Trail Project, together with the right of ingress to and egress from the real estate described below, in order to perform all work and do all other things reasonably necessary to exercise all rights granted to Grantee in this easement, provided that such easement shall not unreasonably interfere with grantor's business operation or access thereto.

Said easement is granted over the following described real estate owned by Grantor to-wit:

DESCRIPTION

THE EAST 7 FEET EXCEPT THE EAST 2 FEET OF THE FOLLOWING DESCRIBED PARCEL: LOT NO. SIXTY-EIGHT (68) IN CLARK AND LANTZ'S ADDITION, BLACK HAWK COUNTY, IOWA. TEMPORARY EASEMENT CONTAINS 314 SQUARE FEET.

This easement shall be temporary in nature, terminating upon the completion of the Project. Shall benefit and shall be binding upon Grantor and Grantee, and their respective heirs, personal representatives, successors and assigns, and shall constitute a covenant that runs with the Grantor's land.

Upon completion of any construction or maintenance work undertaken by Grantee upon the above-described real estate, the Grantee shall be required to replace or restore any and all damage to said real estate resulting from said construction or maintenance work as is reasonable under the circumstances.

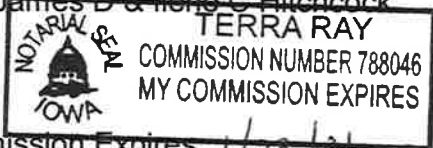
By James Hitchcock
James D Hitchcock

By Ilene Hitchcock
Ilene C Hitchcock

Item G.2.i.

STATE OF Iowa)
) ss.
COUNTY OF BlackHawk)

This instrument was acknowledged before me on 19 day of Feb,
2018, by ~~James D & Ilene C Hitchcock~~



Terra Ray
Notary Public in and for the State of Iowa

My Commission Expires: 1/23/21

ACCEPTANCE OF EASEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Easement.

Dated this _____ day of _____, 2018.

CITY OF CEDAR FALLS, IOWA

James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, CMC
City Clerk

STATE OF IOWA)
) ss.
COUNTY OF BLACK HAWK)

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

Notary Public in and for the State of Iowa

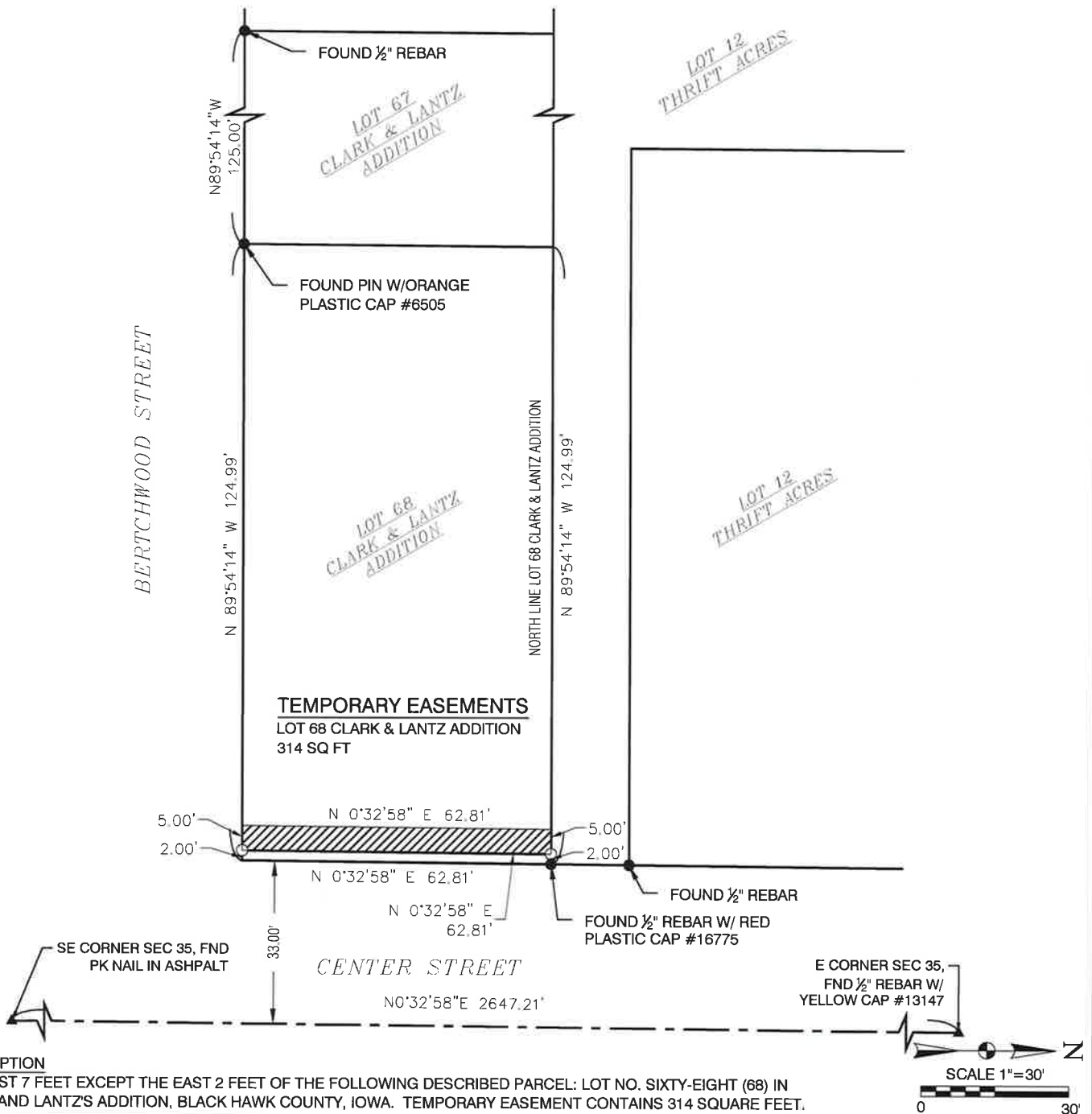
My Commission Expires: _____

PREPARED BY - CLAPSADDLE-GARBER ASSOCIATES, INC. 16 EAST MAIN STREET, P.O. BOX 754, MARSHALLTOWN, IOWA 50158 - PHONE 641-752-6701

CITY OF CEDAR FALLS, IOWA
TEMPORARY EASEMENTS PARCEL #13
ADDRESS: 2418 CENTER ST.
EXHIBIT "A"



COUNTY BLACK HAWK COUNTY STATE CONTROL NO. _____
 PROJECT NO. TAP-U-1185(651)--8I-07 PARCEL NO. 9014-35-478-008
 SECTION 35 TOWNSHIP 90N RANGE 14W
 ROW-FEE _____ SF, EASE 314 SF, BORROW _____ AC, EXCESS-FEE _____ AC
 ACQUIRED FROM JAMES D HITCHCOCK & ILENE C HITCHCOCK



DESCRIPTION

THE EAST 7 FEET EXCEPT THE EAST 2 FEET OF THE FOLLOWING DESCRIBED PARCEL: LOT NO. SIXTY-EIGHT (68) IN CLARK AND LANTZ'S ADDITION, BLACK HAWK COUNTY, IOWA. TEMPORARY EASEMENT CONTAINS 314 SQUARE FEET.

LEGEND

- ▲ GOVERNMENT CORNER MONUMENT FOUND
- △ GOVERNMENT CORNER MONUMENT SET 1/2" x 24" REBAR w/YELLOW PLASTIC ID CAP #21428
- CORNER MONUMENT FOUND
- SET 1/2" x 24" REBAR w/YELLOW PLASTIC ID CAP #21428
- () RECORDED AS

DRAWN BY KNW DATE 6/6/2017
 SCALE 1"=30' PROJECT NO. 1656.05

Item G.2.i.



WARRANTY DEED - SEVERAL GRANTORS

THE IOWA STATE BAR ASSOCIATION

Official Form No. 102

Recorder's Cover Sheet

Preparer Information: (Name, address and phone number)

Kevin Rogers, City Attorney, 220 Clay Street, Cedar Falls, IA 50613, Phone: (319) 243-2713

Taxpayer Information: (Name and complete address)

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

Return Document To: (Name and complete address)

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

Grantors:

Jeremy A. Loudermilk

Mandi A. Loudermilk

Grantees:

City of Cedar Falls, Iowa

Legal description: See Page 2

Document or instrument number of previously recorded documents:



WARRANTY DEED (Several Grantors)

For the consideration of One Dollar(s) and other valuable consideration, Jeremy A. Loudermilk and Mandi A. Loudermilk, husband and wife

do hereby Convey to City of Cedar Falls, Iowa

the following described real estate in Black Hawk County, Iowa: See Addendum

This deed is exempt according to Iowa Code 428A.2(21).

Grantors do Hereby Covenant with grantees, and successors in interest, that grantors hold the real estate by title in fee simple; that they have good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances except as may be above stated; and grantors Covenant to Warrant and Defend the real estate against the lawful claims of all persons except as may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated on 4/27/18

[Signature of Jeremy A. Loudermilk]

Jeremy A. Loudermilk (Grantor)

(Grantor)

[Signature of Mandi A. Loudermilk]

Mandi A. Loudermilk (Grantor)

(Grantor)

(Grantor)

(Grantor)

(Grantor)

(Grantor)

STATE OF IOWA, COUNTY OF BLACK HAWK

This record was acknowledged before me on 4/27/18, by Jeremy A. Loudermilk and Mandi A. Loudermilk



[Signature of Notary Public] Signature of Notary Public

Item G.2.i.

Addendum

Legal Description

The East 2 feet of the following described parcels:

The South 2 ½ Acres of Lot 12, Thrift Acres, in Black Hawk County, Iowa, except the following parcels:

the West 118 feet thereof;

the East 192 feet of the West 310 feet of the North 100 feet thereof;

the East 178 feet of the South ½ thereof except the South 16 feet thereof;

the South 16 feet of the East 33 feet thereof;

the North ½ thereof except the West 310 feet thereof;

Parcel "F" of Plat of Survey Doc. #2013-11473

And

The West 145 feet of the East 178 feet of the South One-half of the South 2 ½ acres of Lot 12, Thrift Acres, in Black Hawk County, Iowa, except the South 16 feet thereof.

Subject to Easements of record.

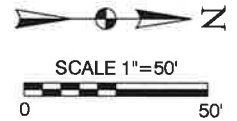
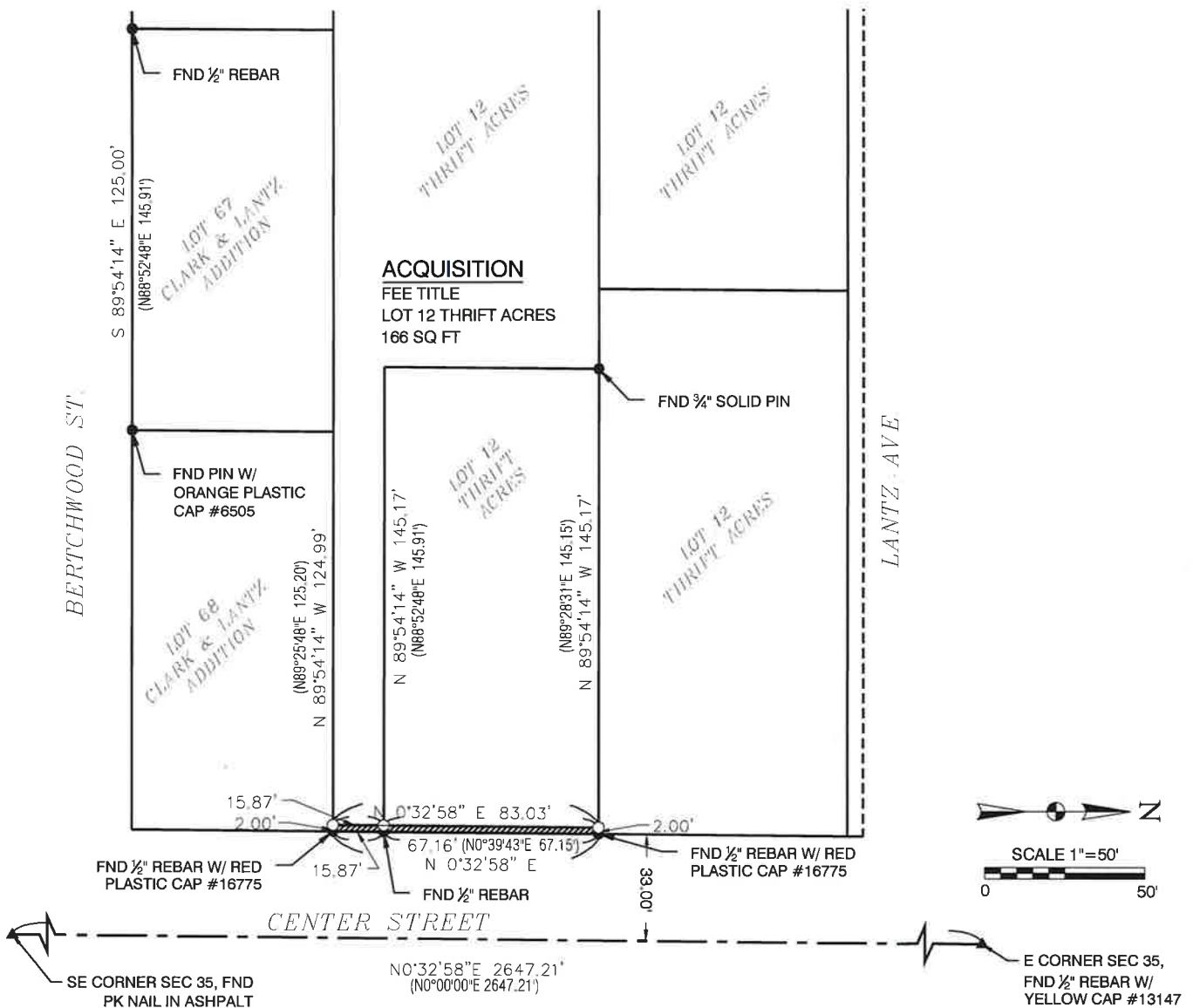
PREPARED BY - CLAPSADDLE-GARBER ASSOCIATES, INC. 16 EAST MAIN STREET, P.O. BOX 754, MARSHALLTOWN, IOWA 50158 - PHONE 641-752-6701

CITY OF CEDAR FALLS, IOWA

ACQUISITION PLAT PARCEL #14 & #15
ADDRESS: 2426 AND 2428 CENTER ST.
EXHIBIT "A"



COUNTY BLACK HAWK COUNTY STATE CONTROL NO. _____
PROJECT NO. TAP-U-1185(651)--81-07 PARCEL NO. 9014-35-478-006 AND 9014-35-478-017
SECTION 35 TOWNSHIP 90N RANGE 14W
ROW-FEE 166 SF, EASE _____ AC, BORROW _____ AC, EXCESS-FEE _____ AC
ACQUIRED FROM JEREMY LOUDERMILK



DESCRIPTION :

THE EAST 2 FEET OF THE FOLLOWING DESCRIBED PARCELS: THE SOUTH 2 1/2 ACRES OF LOT NO. 12 IN THRIFT ACRES, IN BLACK HAWK COUNTY, IOWA, EXCEPT THE WEST 118 FEET THEREOF, AND ALSO EXCEPT THE EAST 192 FEET OF THE WEST 310 FEET OF THE NORTH 100 FEET THEREOF, AND ALSO EXCEPT THE EAST 178 FEET OF THE SOUTH HALF THEREOF EXCEPT THE SOUTH 16 FEET THEREOF, AND ALSO EXCEPT THE SOUTH 16 FEET OF THE EAST 33 FEET THEREOF, AND ALSO EXCEPT THE NORTH HALF THEREOF EXCEPT THE WEST 310 FEET THEREOF
AND
THE WEST ONE HUNDRED FORTY-FIVE (145) FEET OF THE EAST ONE HUNDRED SEVENTY-EIGHT (178) FEET OF THE SOUTH ONE-HALF OF THE SOUTH TWO AND ONE-HALF (2 1/2) ACRES OF LOT NO. TWELVE (12), EXCEPT THE SOUTH SIXTEEN (16) FEET THEREOF, IN THRIFT ACRES, IN BLACK HAWK COUNTY, IOWA.

ACQUISITION CONTAINS 166 SQUARE FEET.



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly Licensed Professional Land Surveyor under the laws of the State of Iowa.
Aaron L. Mueller
Aaron L. Mueller, PLS date 1/26/2018
Iowa License Number 21428
My License Renewal Date is December 31, 2018
Pages or sheets covered by this seal: THIS SHEET

LEGEND
▲ GOVERNMENT CORNER MONUMENT FOUND
△ GOVERNMENT CORNER MONUMENT SET 1/2" x 24" REBAR w/YELLOW PLASTIC ID CAP #21428
● CORNER MONUMENT FOUND
○ SET 1/2" x 24" REBAR w/YELLOW PLASTIC ID CAP #21428
() RECORDED AS
DRAWN BY KNW DATE 5/10/2017
SCALE 1"=60' PROJECT NO. 1656.05

Item G.2.i.

Prepared by: Terra Ray, 220 Clay Street, Cedar Falls, IA 50613 (319) 243-2711

TEMPORARY EASEMENT AGREEMENT

The undersigned Jeremy A and Mandi A Loudermilk, (hereinafter "Grantor"), in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey to the City of Cedar Falls, Iowa (hereinafter "Grantee"), its successors and assigns, a temporary easement over, under, and across the real estate legally described below, for purposes of construction, reconstruction, replacement, operation and maintenance of the Center Street Recreational Trail Project, together with the right of ingress to and egress from the real estate described below, in order to perform all work and do all other things reasonably necessary to exercise all rights granted to Grantee in this easement, provided that such easement shall not unreasonably interfere with grantor's business operation or access thereto.

Said easement is granted over the following described real estate owned by Grantor to-wit:

DESCRIPTION

THE EAST 7 FEET EXCEPT THE EAST 2 FEET OF THE FOLLOWING DESCRIBED PARCELS: THE SOUTH 2 1/2 ACRES OF LOT NO. 12 IN THRIFT ACRES, IN BLACK HAWK COUNTY, IOWA, EXCEPT THE WEST 118 FEET THEREOF, AND ALSO EXCEPT THE EAST 192 FEET OF THE WEST 310 FEET OF THE NORTH 100 FEET THEREOF, AND ALSO EXCEPT THE EAST 178 FEET OF THE SOUTH HALF THEREOF EXCEPT THE SOUTH 16 FEET THEREOF, AND ALSO EXCEPT THE SOUTH 16 FEET OF THE EAST 33 FEET THEREOF, AND ALSO EXCEPT THE NORTH HALF THEREOF EXCEPT THE WEST 310 FEET THEREOF

AND

THE WEST ONE HUNDRED FORTY-FIVE (145) FEET OF THE EAST ONE HUNDRED SEVENTY-EIGHT (178) FEET OF THE THE SOUTH ONE-HALF OF THE SOUTH TWO AND ONE-HALF (2 1/2) ACRES OF LOT NO. TWELVE (12), EXCEPT THE SOUTH SIXTEEN (16) FEET THEREOF, IN THRIFT ACRES, IN BLACK HAWK COUNTY, IOWA. TEMPORARY EASEMENT CONTAINS 415 SQUARE FEET.

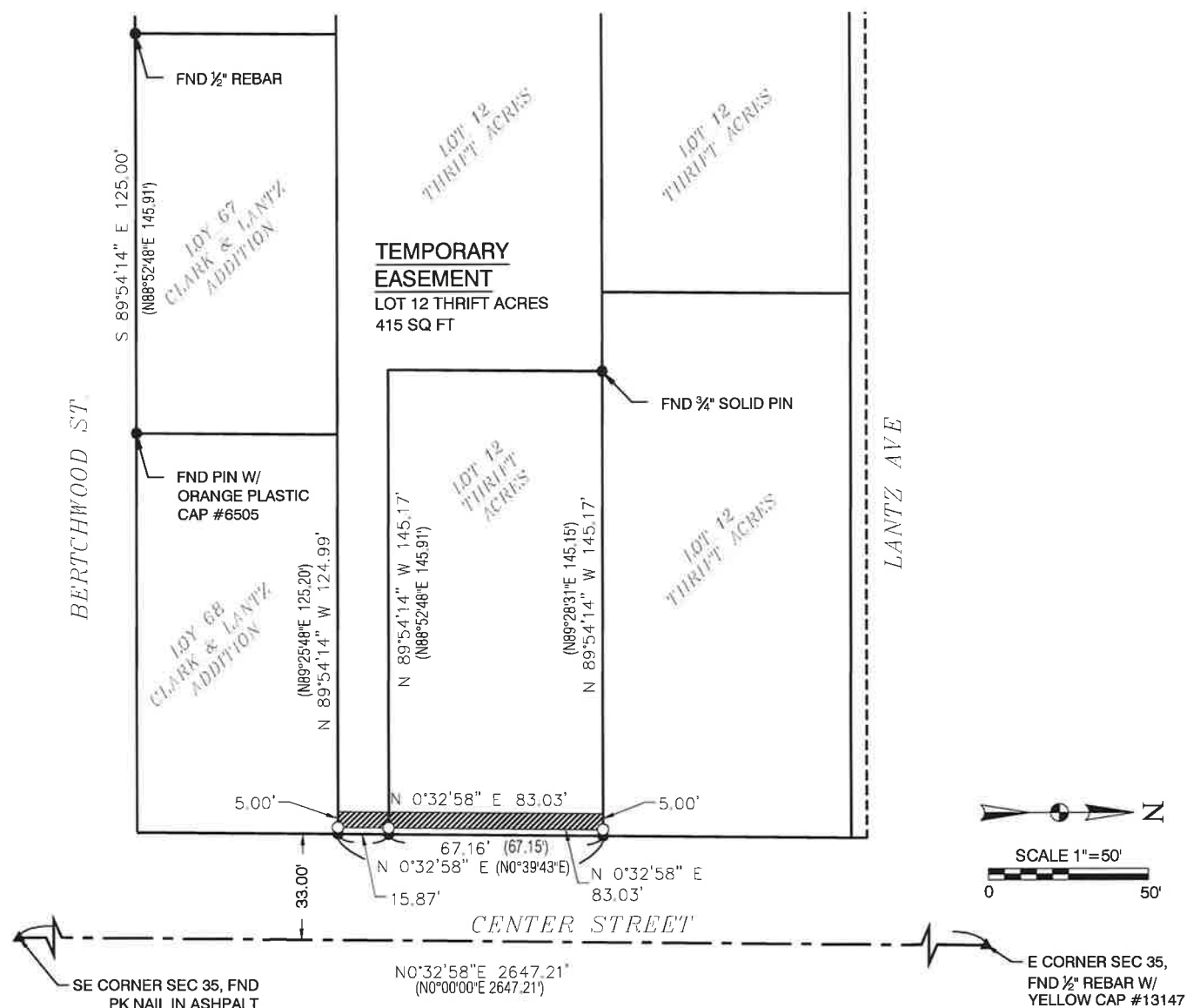
This easement shall be temporary in nature, terminating upon the completion of the Project. Shall benefit and shall be binding upon Grantor and Grantee, and their respective

PREPARED BY - CLAPSADDLE-GARBER ASSOCIATES, INC., 16 EAST MAIN STREET, P.O. BOX 754, MARSHALLTOWN, IOWA 50158 - PHONE 641-752-6701

CITY OF CEDAR FALLS, IOWA
 TEMPORARY EASEMENTS PLAT PARCEL #14 & #15
 ADDRESS: 2426 AND 2428 CENTER ST.
 EXHIBIT "A"



COUNTY BLACK HAWK COUNTY STATE CONTROL NO. _____
 PROJECT NO. TAP-U-1185(651)--8I-07 PARCEL NO. 9014-35-478-006 AND 9014-35-478-017
 SECTION 35 TOWNSHIP 90N RANGE 14W
 ROW-FEE _____ SF, EASE 415 SF, BORROW _____ AC, EXCESS-FEE _____ AC
 ACQUIRED FROM JEREMY LOUDERMILK



DESCRIPTION :

THE EAST 7 FEET EXCEPT THE EAST 2 FEET OF THE FOLLOWING DESCRIBED PARCELS: THE SOUTH 2 1/2 ACRES OF LOT NO. 12 IN THRIFT ACRES, IN BLACK HAWK COUNTY, IOWA, EXCEPT THE WEST 118 FEET THEREOF, AND ALSO EXCEPT THE EAST 192 FEET OF THE WEST 310 FEET OF THE NORTH 100 FEET THEREOF, AND ALSO EXCEPT THE EAST 178 FEET OF THE SOUTH HALF THEREOF EXCEPT THE SOUTH 16 FEET THEREOF, AND ALSO EXCEPT THE SOUTH 16 FEET OF THE EAST 33 FEET THEREOF, AND ALSO EXCEPT THE NORTH HALF THEREOF EXCEPT THE WEST 310 FEET THEREOF AND THE WEST ONE HUNDRED FORTY-FIVE (145) FEET OF THE EAST ONE HUNDRED SEVENTY-EIGHT (178) FEET OF THE THE SOUTH ONE-HALF OF THE SOUTH TWO AND ONE-HALF (2 1/2) ACRES OF LOT NO. TWELVE (12), EXCEPT THE SOUTH SIXTEEN (16) FEET THEREOF, IN THRIFT ACRES, IN BLACK HAWK COUNTY, IOWA.

TEMPORARY EASEMENT CONTAINS 415 SQUARE FEET.

LEGEND

- ▲ GOVERNMENT CORNER MONUMENT FOUND
- △ GOVERNMENT CORNER MONUMENT SET 1/2" x 24" REBAR w/YELLOW PLASTIC ID CAP #21428
- CORNER MONUMENT FOUND
- SET 1/2" x 24" REBAR w/YELLOW PLASTIC ID CAP #21428
- () RECORDED AS

DRAWN BY KNW DATE 5/10/2017
 SCALE 1"=60' PROJECT NO. 1656.05

Item G.2.i.



PARTIAL RELEASE OF REAL ESTATE MORTGAGE

THE IOWA STATE BAR ASSOCIATION

Official Form No. 130

Recorder's Cover Sheet

Preparer Information: (Name, address and phone number)

Kevin Rogers, City Attorney, 220 Clay Street, Cedar Falls, IA 50613, Phone: (319) 243-2713

Taxpayer Information: (Name and complete address)

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

Return Document To: (Name and complete address)

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

Grantors:

Mortgage Electronic Registration
Systems, Inc.

Grantees:

Jeremy Loudermilk, a single person

Legal description: See Page 2

Document or instrument number of previously recorded documents:



PARTIAL RELEASE OF REAL ESTATE MORTGAGE

The undersigned, the present owner(s) of the mortgage hereinafter described, for valuable consideration, receipt of which is hereby acknowledged, do hereby acknowledge that the following described real estate situated in Black Hawk County, Iowa, to wit: See Addendum

is hereby released from the lien of the real estate mortgage, executed by Jeremy Loudermilk, a single person dated May 30, 2003, recorded in the records of the Office of the Recorder of the County of Black Hawk, State of Iowa, recorded as document reference number #2003-36444, specifically reserving and retaining the mortgage lien and all mortgage rights against all of the remaining property embraced in the mortgage above described.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural, and as masculine, feminine or neuter gender, according to the context.

Dated APR 12 2018

Mortgage Electronic Registration System Inc., As Nominee for Banklowa, Its Successor and/or Assigns

Colleen Barnett (signature)

Daniela Horvath (signature)

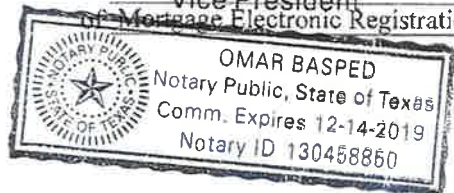
REPRESENTATIVE CAPACITY ACKNOWLEDGMENT

STATE OF Texas, COUNTY OF Dallas

This record was acknowledged before me on APR 12 2018, by

Daniela Horvath

as Vice President of Mortgage Electronic Registration Systems, Inc. As Nominee for Banklowa, Its Successor and/or Assigns



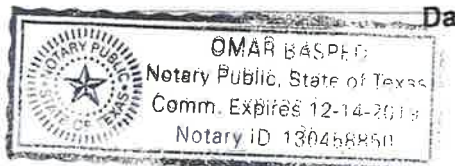
Omar Basped (signature) Signature of Notary Public

INDIVIDUAL ACKNOWLEDGMENT

STATE OF, COUNTY OF

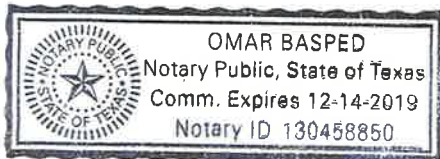
This record was acknowledged before me on APR 12 2018, by

Daniela Horvath



Omar Basped (signature) Signature of Notary Public

NOTE: For complete release of real estate mortgage, see ISBA Form No. 129.



Item G.2.i.

Addendum

Legal Description

The East 2 feet of the following described parcels:

The South 2 ½ Acres of Lot 12, Thrift Acres, in Black Hawk County, Iowa, except the following parcels:

the West 118 feet thereof;

the East 192 feet of the West 310 feet of the North 100 feet thereof;

the East 178 feet of the South ½ thereof except the South 16 feet thereof;

the South 16 feet of the East 33 feet thereof;

the North ½ thereof except the West 310 feet thereof;

Parcel "F" of Plat of Survey Doc. #2013-11473

And

The West 145 feet of the East 178 feet of the South One-half of the South 2 ½ acres of Lot 12, Thrift Acres, in Black Hawk County, Iowa, except the South 16 feet thereof.

Subject to Easements of record.



PARTIAL RELEASE OF REAL ESTATE MORTGAGE

THE IOWA STATE BAR ASSOCIATION

Official Form No. 130

Recorder's Cover Sheet

Preparer Information: (Name, address and phone number)

Kevin Rogers, City Attorney, 220 Clay Street, Cedar Falls, IA 50613, Phone: (319) 243-2713

Taxpayer Information: (Name and complete address)

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

Return Document To: (Name and complete address)

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

Grantors:

Deere Employees Credit Union

Grantees:

Jeremy Loudermilk & Mandi
Loudermilk, husband and wife

Legal description: See Page 2

Document or instrument number of previously recorded documents:

Item G.2.i.



PARTIAL RELEASE OF REAL ESTATE MORTGAGE

The undersigned, the present owner(s) of the mortgage hereinafter described, for valuable consideration, receipt of which is hereby acknowledged, do hereby acknowledge that the following described real estate situated in Black Hawk County, Iowa, to wit:
See Addendum

is hereby released from the lien of the real estate mortgage, executed by Jeremy Loudermilk & Mandi Loudermilk, husband and wife dated April 24, 2014, recorded in the records of the Office of the Recorder of the County of Black Hawk, State of Iowa, recorded as document reference number #2014-19149, specifically reserving and retaining the mortgage lien and all mortgage rights against all of the remaining property embraced in the mortgage above described.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural, and as masculine, feminine or neuter gender, according to the context.

Dated March 13, 2018.

Becky Beard, AVP Mortgage Operations
Deere Employees Credit Union

REPRESENTATIVE CAPACITY ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF Rock Island

This record was acknowledged before me on March 13, 2018, by Becky Beard

as AVP, Mortgage Operations
of Deere Employees Credit Union

Signature of Notary Public

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____, COUNTY OF _____

This record was acknowledged before me on _____, by _____

Signature of Notary Public

NOTE: For complete release of real estate mortgage, see ISBA Form No. 129.

Addendum

Legal Description

The East 2 feet of the following described parcels:

The South 2 ½ Acres of Lot 12, Thrift Acres, in Black Hawk County, Iowa, except the following parcels:

the West 118 feet thereof;

the East 192 feet of the West 310 feet of the North 100 feet thereof;

the East 178 feet of the South ½ thereof except the South 16 feet thereof;

the South 16 feet of the East 33 feet thereof;

the North ½ thereof except the West 310 feet thereof;

Parcel "F" of Plat of Survey Doc. #2013-11473

And

The West 145 feet of the East 178 feet of the South One-half of the South 2 ½ acres of Lot 12, Thrift Acres, in Black Hawk County, Iowa, except the South 16 feet thereof.

Subject to Easements of record.

Item G.2.i.



WARRANTY DEED
(CORPORATE/BUSINESS ENTITY GRANTOR)
THE IOWA STATE BAR ASSOCIATION
Official Form No. 335
Recorder's Cover Sheet

Preparer Information: (Name, address and phone number)

Kevin Rogers, City Attorney, 220 Clay Street, Cedar Falls, IA 50613, (319) 243-2713

Taxpayer Information: (Name and complete address)

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

Return Document To: (Name and complete address)

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

Grantors:

Cunningham Properties, L.C.

Grantees:

City of Cedar Falls, Iowa

Legal description:

Document or instrument number of previously recorded documents:



WARRANTY DEED (CORPORATE/BUSINESS ENTITY GRANTOR)

For the consideration of \$1.00 Dollar(s) and other valuable consideration, Cunningham Properties, LC a(n) Limited Liability Company organized and existing under the laws of Iowa does hereby Convey to City of Cedar Falls, Iowa

the following described real estate in Black Hawk County, Iowa: The East 2 feet of the East 202 feet of the North 1/2 of the South 2 1/2 acres of Lot 12, Thrift Acres, Black Hawk County, Iowa, excepting all legal highways.

This deed is exempt according to Iowa Code 428A.2(21).

The grantor hereby covenants with grantees, and successors in interest, that it holds the real estate by title in fee simple; that it has good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances, except as may be above stated; and it covenants to Warrant and Defend the real estate against the lawful claims of all persons, except as may be above stated.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, according to the context.

Dated on 2-22-18

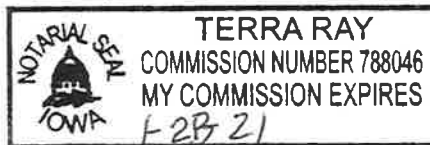
Cunningham Properties, LC, a(n) Limited Liability Company

By Kelly Cunningham, Member

By owner

STATE OF IOWA, COUNTY OF BLACK HAWK

This record was acknowledged before me on 2/22/2018, by Kelly Cunningham as Member of Cunningham Properties, LC



Signature of Notary Public

Item G.2.i.

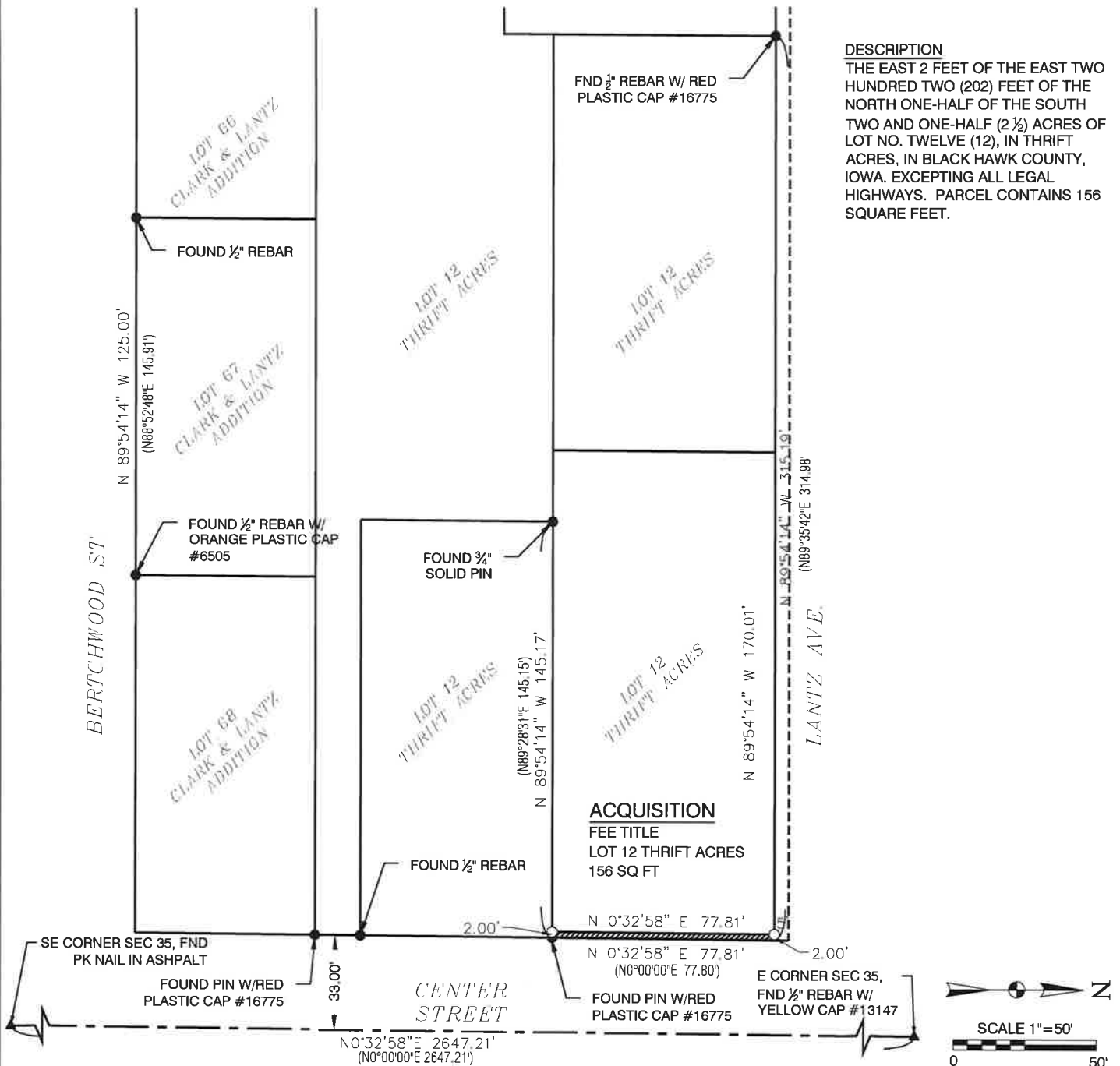
PREPARED BY - CLAPSADDLE-GARBER ASSOCIATES, INC. 16 EAST MAIN STREET, P.O. BOX 754, MARSHALLTOWN, IOWA 50158 - PHONE 641-752-6701

CITY OF CEDAR FALLS, IOWA

ACQUISITION PLAT PARCEL #16
ADDRESS: 2504 CENTER ST.
EXHIBIT "A"



COUNTY BLACK HAWK COUNTY STATE CONTROL NO. _____
PROJECT NO. TAP-U-1185(651)--8I-07 PARCEL NO. 9014-35-478-005
SECTION 35 TOWNSHIP 90N RANGE 14W
ROW-FEE 156 AC, EASE _____ AC, BORROW _____ AC, EXCESS-FEE _____ AC
ACQUIRED FROM CUNNINGHAM PROPERTIES LC



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly Licensed Professional Land Surveyor under the laws of the State of Iowa.

Aaron L. Mueller
 Aaron L. Mueller, PLS
 Iowa License Number 21428
 My License Renewal Date is December 31, 2018
 Pages or sheets covered by this seal: THIS SHEET

1/26/2018
 date

LEGEND

- ▲ GOVERNMENT CORNER MONUMENT FOUND
- △ GOVERNMENT CORNER MONUMENT SET 1/2" x 24" REBAR W/YELLOW PLASTIC ID CAP #21428
- CORNER MONUMENT FOUND
- SET 1/2" x 24" REBAR W/YELLOW PLASTIC ID CAP #21428
- () RECORDED AS

DRAWN BY KNW DATE 5/10/2017
 SCALE 1"=50' PROJECT NO. 1656.05

Prepared by: Terra Ray, 220 Clay Street, Cedar Falls, IA 50613 (319) 243-2711

TEMPORARY EASEMENT AGREEMENT

The undersigned Cunningham Properties LC, an Iowa Limited Liability Company (hereinafter "Grantor"), in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey to the City of Cedar Falls, Iowa (hereinafter "Grantee"), its successors and assigns, a temporary easement over, under, and across the real estate legally described below, for purposes of construction, reconstruction, replacement, operation and maintenance of the Center Street Recreational Trail Project, together with the right of ingress to and egress from the real estate described below, in order to perform all work and do all other things reasonably necessary to exercise all rights granted to Grantee in this easement, provided that such easement shall not unreasonably interfere with grantor's business operation or access thereto.

Said easement is granted over the following described real estate owned by Grantor to-wit:

DESCRIPTION

THE EAST 7 FEET EXCEPT THE EAST 2 FEET OF THE FOLLOWING DESCRIBED PARCEL: THE EAST TWO HUNDRED TWO (202) FEET OF THE NORTH ONE-HALF OF THE SOUTH TWO AND ONE-HALF (2 1/2) ACRES OF LOT NO. TWELVE (12), IN THRIFT ACRES, IN BLACK HAWK COUNTY, IOWA. EXCEPTING ALL LEGAL HIGHWAYS. TEMPORARY EASEMENT CONTAINS 389 SQUARE FEET.

This easement shall be temporary in nature, terminating upon the completion of the Project. Shall benefit and shall be binding upon Grantor and Grantee, and their respective heirs, personal representatives, successors and assigns, and shall constitute a covenant that runs with the Grantor's land.

Upon completion of any construction or maintenance work undertaken by Grantee upon the above-described real estate, the Grantee shall be required to replace or restore any and all damage to said real estate resulting from said construction or maintenance work as is reasonable under the circumstances.

By 
Cunningham Properties LC, its Member

Item G.2.i.

STATE OF Iowa)
) ss.
COUNTY OF Black Hawk)



This instrument was acknowledged before me on _____ day of _____, 2018, by owner as member of, Cunningham Properties L.C.

Terra Ray
Notary Public in and for the State of Iowa

My Commission Expires: 1-23-21

ACCEPTANCE OF EASEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Easement.

Dated this _____ day of _____, 2018.

CITY OF CEDAR FALLS, IOWA

James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, CMC
City Clerk

STATE OF IOWA)
) ss.
COUNTY OF BLACK HAWK)

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

Notary Public in and for the State of Iowa

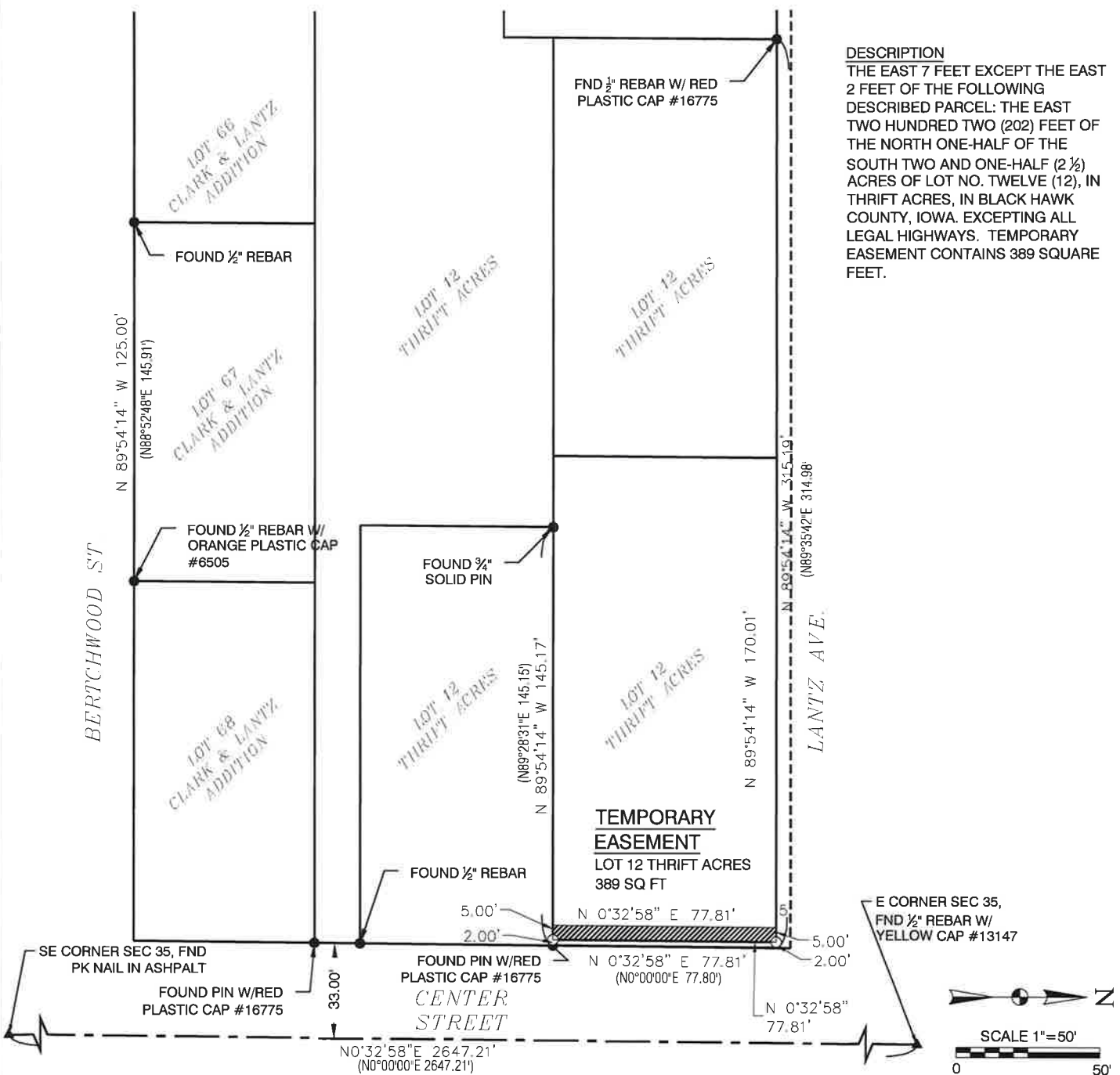
My Commission Expires: _____

PREPARED BY - CLAPSADDLE-GARBER ASSOCIATES, INC. 16 EAST MAIN STREET, P.O. BOX 754, MARSHALLTOWN, IOWA 50158 - PHONE 641-752-6701

CITY OF CEDAR FALLS, IOWA
TEMPORARY EASEMENTS PLAT PARCEL #16
ADDRESS: 2504 CENTER ST.
EXHIBIT "A"



COUNTY BLACK HAWK COUNTY STATE CONTROL NO. _____
 PROJECT NO. TAP-U-1185(651)-8I-07 PARCEL NO. 9014-35-478-005
 SECTION 35 TOWNSHIP 90N RANGE 14W
 ROW-FEE _____ SF, EASE 389 SF, BORROW _____ AC, EXCESS-FEE _____ AC
 ACQUIRED FROM CUNNINGHAM PROPERTIES LC



LEGEND
 ▲ GOVERNMENT CORNER MONUMENT FOUND
 △ GOVERNMENT CORNER MONUMENT SET 1/2" x 24" REBAR w/YELLOW PLASTIC ID CAP #21428
 ● CORNER MONUMENT FOUND
 ○ SET 1/2" x 24" REBAR w/YELLOW PLASTIC ID CAP #21428
 () RECORDED AS

DRAWN BY KNW DATE 6/6/2017
 SCALE 1"=50' PROJECT NO. 1656.05

Item G.2.i.



WARRANTY DEED
THE IOWA STATE BAR ASSOCIATION
Official Form No. 101
Recorder's Cover Sheet

Preparer Information: (Name, address and phone number)

Kevin Rogers, City Attorney, 220 Clay Street, Cedar Falls, IA 50613, Phone: (319) 243-2713

Taxpayer Information: (Name and complete address)

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

Return Document To: (Name and complete address)

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

Grantors:

Brenda Kay Larkin

Grantees:

City of Cedar Falls, Iowa

Legal description: See Page 2

Document or instrument number of previously recorded documents:



WARRANTY DEED

For the consideration of One Dollar(s) and other valuable consideration, Brenda Kay Larkin a/k/a Brenda K. Larkin, a single person do hereby Convey to City of Cedar Falls, Iowa

the following described real estate in Black Hawk County, Iowa: The East 2 feet of Parcel "B", Larkin Minor Plat, Cedar Falls, Iowa, recorded in 257 Misc 837 of the records of Black Hawk County, Iowa and Lots 1 and 3, Clark and Lantz's Addition in Black Hawk County, Iowa (now in the City of Cedar Falls, Iowa), except the West 30 feet of the South 100.7 feet of said Lot 3 and except the South 5 feet of said Lot 3 and Lot 2, Clark and Lantz's Addition in Black Hawk County, Iowa (now in the City of Cedar Falls, Iowa), except the South 5 feet thereof. Subject to existing easements of record, if any.

Grantors do Hereby Covenant with grantees, and successors in interest, that grantors hold the real estate by title in fee simple; that they have good and lawful authority to sell and Convey the real estate; that the real estate is free and clear of all liens and encumbrances except as may be above stated; and grantors Covenant to Warrant and Defend the real estate against the lawful claims of all persons except as may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate. Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated on 2-20-18

Handwritten signature of Brenda Kay Larkin over a line, with (Grantor) printed below. A second line with (Grantor) is also present.

STATE OF IOWA, COUNTY OF BLACK HAWK. This record was acknowledged before me on 2/20/2018, by Brenda Kay Larkin



Handwritten signature of Notary Public over a line, with Signature of Notary Public printed below.

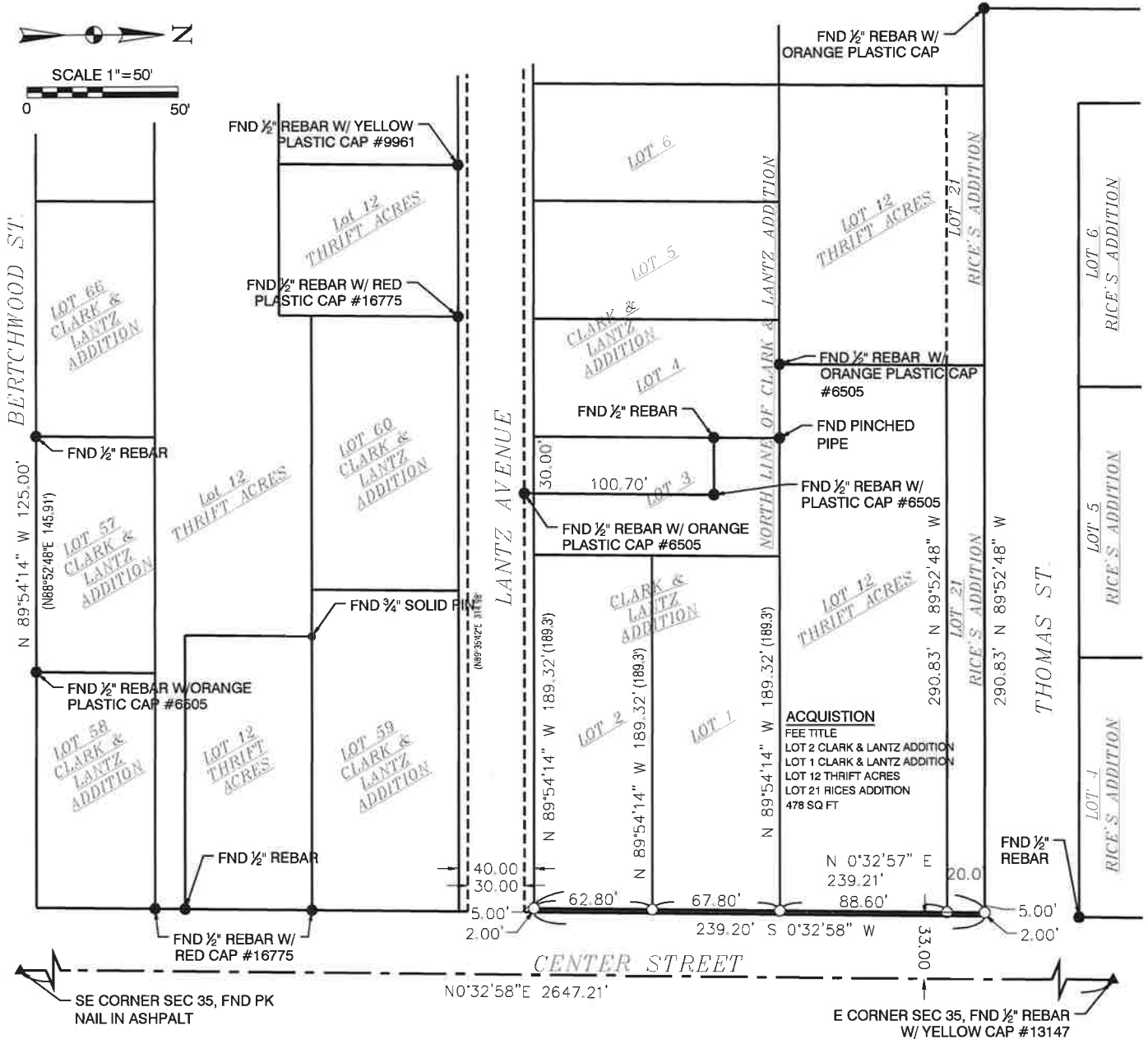
Item G.2.i.

PREPARED BY - CLAPSADDLE-GARBER ASSOCIATES, INC., 16 EAST MAIN STREET, P.O. BOX 754, MARSHALLTOWN, IOWA 50158 - PHONE 641-752-6701

CITY OF CEDAR FALLS, IOWA ACQUISITION PLAT PARCEL #17 & #18 ADDRESS: 909 LANTZ AVE. AND 2526 CENTER ST. EXHIBIT "A"



COUNTY BLACK HAWK COUNTY STATE CONTROL NO. _____
 PARCEL NOS. 9014-35-476-006, 9014-35-476-005, 9014-35-476-027, AND 9014-35-476-025
 PROJECT NO. TAP-U-1185(651)-8I-07 SECTION 35 TOWNSHIP 90N RANGE 14W
 ROW-FEE 478 SF, EASE _____ AC, BORROW _____ AC, EXCESS-FEE _____ AC
 ACQUIRED FROM BRENDA KAY LARKIN



DESCRIPTION

THE EAST 2 FEET OF THE FOLLOWING DESCRIBED PARCEL: PARCEL "B" IN LARKIN MINOR PLAT, CEDAR FALLS, IOWA RECORDED IN 257 MISC 837 OF THE RECORDS OF BLACK HAWK COUNTY, IOWA, SAID MINOR PLAT BEING PART OF LOT 12 IN THRIFT ACRES AND PART OF LOT 21 IN RICE'S ADDITION. LOTS 1 AND 3 IN CLARK AND LANTZ'S ADDITION IN BLACK HAWK COUNTY, IOWA (NOW IN THE CITY OF CEDAR FALLS, IOWA), EXCEPT THE WEST 30 FEET OF THE SOUTH 100.7 FEET OF SAID LOT 3 AND EXCEPT THE SOUTH 5 FEET OF SAID LOT 3, AND LOT NO. 2 IN CLARK AND LANTZ'S ADDITION IN BLACK HAWK COUNTY, IOWA (NOW IN THE CITY OF CEDAR FALLS, IOWA), EXCEPT THE SOUTH 5 FEET THEREOF. PARCEL CONTAINS 478 SQUARE FEET.



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly Licensed Professional Land Surveyor under the laws of the State of Iowa.

Aaron L. Mueller 1/26/2018
 Aaron L. Mueller, PLS date
 Iowa License Number 21428
 My License Renewal Date is December 31, 2018
 Pages or sheets covered by this seal: THIS SHEET

LEGEND
 ▲ GOVERNMENT CORNER MONUMENT FOUND
 △ GOVERNMENT CORNER MONUMENT SET 1/2" x 30" REBAR w/YELLOW PLASTIC ID CAP #21428
 ● CORNER MONUMENT FOUND
 ○ SET 1/2" x 24" REBAR w/YELLOW PLASTIC ID CAP #21428
 () RECORDED AS

DRAWN BY KNW DATE 5/10/2017
 SCALE 1"=50' PROJECT NO. 1656.05

J:\1656.dwg\Survey\Acquisition Plats\1656-20-2526 Center Street.dwg - 2526 Center St. - 11-29-17 - 2:06pm - knw321

Prepared by: Terra Ray, 220 Clay Street, Cedar Falls, IA 50613 (319) 243-2711

TEMPORARY EASEMENT AGREEMENT

The undersigned Brenda Kay Larkin, (hereinafter "Grantor"), in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey to the City of Cedar Falls, Iowa (hereinafter "Grantee"), its successors and assigns, a temporary easement over, under, and across the real estate legally described below, for purposes of construction, reconstruction, replacement, operation and maintenance of the Center Street Recreational Trail Project, together with the right of ingress to and egress from the real estate described below, in order to perform all work and do all other things reasonably necessary to exercise all rights granted to Grantee in this easement, provided that such easement shall not unreasonably interfere with grantor's business operation or access thereto.

Said easement is granted over the following described real estate owned by Grantor to-wit:

DESCRIPTION

THE EAST 7 FEET EXCEPT THE EAST 2 FEET OF THE FOLLOWING DESCRIBED PARCEL: PARCEL "B" IN LARKIN MINOR PLAT, CEDAR FALLS, IOWA RECORDED IN 257 MISC 837 OF THE RECORDS OF BLACK HAWK COUNTY, IOWA, SAID MINOR PLAT BEING PART OF LOT 12 IN THRIFT ACRES AND PART OF LOT 21 IN RICE'S ADDITION. LOTS 1 AND 3 IN CLARK AND LANTZ'S ADDITION IN BLACK HAWK COUNTY, IOWA (NOW IN THE CITY OF CEDAR FALLS, IOWA), EXCEPT THE WEST 30 FEET OF THE SOUTH 100.7 FEET OF SAID LOT 3 AND EXCEPT THE SOUTH 5 FEET OF SAID LOT 3, AND LOT NO. 2 IN CLARK AND LANTZ'S ADDITION IN BLACK HAWK COUNTY, IOWA (NOW IN THE CITY OF CEDAR FALLS, IOWA), EXCEPT THE SOUTH 5 FEET THEREOF. TEMPORARY EASEMENT CONTAINS 1196 SQUARE FEET.

This easement shall be temporary in nature, terminating upon the completion of the Project. Shall benefit and shall be binding upon Grantor and Grantee, and their respective heirs, personal representatives, successors and assigns, and shall constitute a covenant that runs with the Grantor's land.

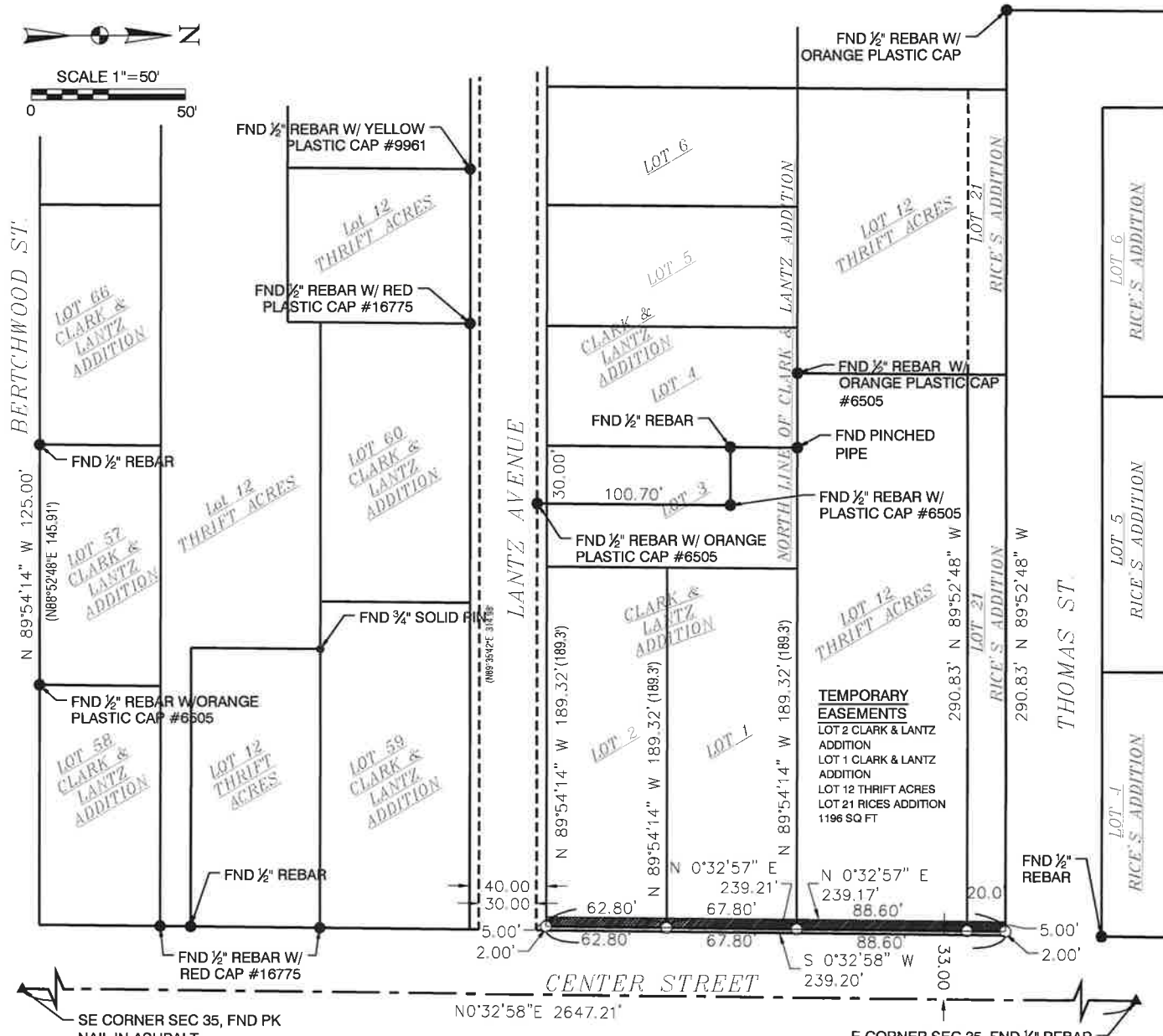
Upon completion of any construction or maintenance work undertaken by Grantee upon the above-described real estate, the Grantee shall be required to replace or restore

PREPARED BY - CLAPSADDLE-GARBER ASSOCIATES, INC. 16 EAST MAIN STREET, P.O. BOX 754, MARSHALLTOWN, IOWA 50158 - PHONE 641-752-6701

CITY OF CEDAR FALLS, IOWA
TEMPORARY EASEMENTS PARCEL #17 & #18
ADDRESS: 909 LANTZ AVE. AND 2526 CENTER ST.
EXHIBIT "A"



COUNTY BLACK HAWK COUNTY STATE CONTROL NO. _____
 PARCEL NOS. 9014-35-476-006, 9014-35-476-005, 9014-35-476-027, AND 9014-35-476-025
 PROJECT NO. TAP-U-1185(651)--8I-07SECTION 35 TOWNSHIP 90N RANGE 14W
 ROW-FEE _____ SF, EASE 1196 SF, BORROW _____ AC, EXCESS-FEE _____ AC
 ACQUIRED FROM BRENDA KAY LARKIN



DESCRIPTION
 THE EAST 7 FEET EXCEPT THE EAST 2 FEET OF THE FOLLOWING DESCRIBED PARCEL: PARCEL "B" IN LARKIN MINOR PLAT, CEDAR FALLS, IOWA RECORDED IN 257 MISC 837 OF THE RECORDS OF BLACK HAWK COUNTY, IOWA, SAID MINOR PLAT BEING PART OF LOT 12 IN THRIFT ACRES AND PART OF LOT 21 IN RICE'S ADDITION. LOTS 1 AND 3 IN CLARK AND LANTZ'S ADDITION IN BLACK HAWK COUNTY, IOWA (NOW IN THE CITY OF CEDAR FALLS, IOWA), EXCEPT THE WEST 30 FEET OF THE SOUTH 100.7 FEET OF SAID LOT 3 AND EXCEPT THE SOUTH 5 FEET OF SAID LOT 2, AND LOT NO. 2 IN CLARK AND LANTZ'S ADDITION IN BLACK HAWK COUNTY, IOWA (NOW IN THE CITY OF CEDAR FALLS, IOWA), EXCEPT THE SOUTH 5 FEET THEREOF. TEMPORARY EASEMENT CONTAINS 1196 SQUARE FEET.

- LEGEND**
- ▲ GOVERNMENT CORNER MONUMENT FOUND
 - △ GOVERNMENT CORNER MONUMENT SET 1/2" x 30" REBAR W/YELLOW PLASTIC ID CAP #21428
 - CORNER MONUMENT FOUND
 - SET 1/2" x 24" REBAR W/YELLOW PLASTIC ID CAP #21428
 - () RECORDED AS

DRAWN BY KNW DATE 6/6/2017
 SCALE 1"=50' PROJECT NO. 1656.05

Item G.2.i.

CTRL #

C O Y Y Y Y M M # # # # #



REAL ESTATE TRANSFER - DECLARATION OF VALUE

Please read the instructions comprised in form 57-011 before completing and filing this form.

Part I - TO BE COMPLETED BY BUYER, SELLER OR AGENT

Date of Instrument (MMDDYYYY)

Enter the number matching your selection in the box at the end of the line: Deed (1) Contract (2) 1

Seller: Brenda Kay Larkin Phone Number: _____

Seller Address: 2526 Center Street City: Cedar Falls

State: Iowa ZIP: 50613 email: _____

Buyer: City of Cedar Falls, Iowa Phone Number: (319) 243-2713

Buyer Address: 220 Clay Street City: Cedar Falls

State: Iowa ZIP: 50613 email: _____

Address of Property Conveyed: 909 Lantz Avenue/2526 Center Street

City: Cedar Falls State: Iowa ZIP: 50613

Legal Description: See Addendum

Enter the number corresponding to your selection in the box at the end of the line, if applicable.

Type of Sale: Sale between related parties/family (1); Sale of partial interest (2); Trade (3); Quit Claim Deed (4); Auction (5)

Was this a sale of agricultural land to: Corporation (1); Trust (2); Alien (3); Non-resident Alien (4); Limited Partnership (5)

DECLARATION OF VALUE STATEMENT

1. Total Amount Paid.....	8 2 3 .00
2. Amount Paid for Personal Property.....	.00
3. Amount Paid for Real Property.....	8 2 3 .00

I hereby declare that the information contained in Part I of this form is true and correct.

Printed Name: Brenda Kay Larkin Phone Number: 319-560-4578
Signature: Brenda Larkin Buyer or Seller or Agent or Attorney

Part II - TO BE COMPLETED BY THE ASSESSOR

Assessed values must be as of January 1 of the year in which the sale occurred.

SECTION A: SINGLE CLASSIFICATION

Primary Classification: Residential (4); Commercial (5); Industrial (2); Agricultural (1); Multi-residential (7)

City/Township:

Occupancy:

Primary Parcel Number:

Year Built:

Class	Land	Building	Dwelling
Res	<input type="text"/> .00	<input type="text"/> .00	<input type="text"/> .00
Com	<input type="text"/> .00	<input type="text"/> .00	<input type="text"/>
Ind	<input type="text"/> .00	<input type="text"/> .00	<input type="text"/>
Ag	<input type="text"/> .00	<input type="text"/> .00	<input type="text"/> .00
MultiRes	<input type="text"/> .00	<input type="text"/> .00	<input type="text"/> .00

Subtotal00

SECTION B: DUAL CLASSIFICATION

Primary Classification: Commercial (5); Industrial (2); Multi-residential (7)

City/Township:

Occupancy:

Primary Parcel Number:

Year Built:

Class	Land	Building	Dwelling
Com	<input type="text"/> .00	<input type="text"/> .00	<input type="text"/>
Ind	<input type="text"/> .00	<input type="text"/> .00	<input type="text"/>
MultiRes	<input type="text"/> .00	<input type="text"/> .00	<input type="text"/> .00

Subtotal00

Total: Add Subtotal amounts from Sections A and B00

Enter amount from line 3, page 100

Ratio: Divide Total amount by the amount on line 3, page 1 %

NUTC

Jurisdiction

Comments:

Item G.2.i.

Addendum

Legal Description

The East 2 feet of Parcel "B", Larkin Minor Plat, Cedar Falls, Iowa, recorded in 257 Misc 837 of the records of Black Hawk County, Iowa

and

Lots 1 and 3, Clark and Lantz's Addition in Black Hawk County, Iowa (now in the City of Cedar Falls, Iowa), except the West 30 feet of the South 100.7 feet of said Lot 3 and except the South 5 feet of said Lot 3

and

Lot 2, Clark and Lantz's Addition in Black Hawk County, Iowa (now in the City of Cedar Falls, Iowa), except the South 5 feet thereof.

Subject to existing easements of record, if any.

REAL ESTATE TRANSFER - GROUNDWATER HAZARD STATEMENT
TO BE COMPLETED BY TRANSFEROR

TRANSFEROR:

Name Brenda Kay Larkin
Address 2526 Center Street, Cedar Falls, IA 50613
Number and Street or RR City, Town or P.O. State Zip

TRANSFeree:

Name City of Cedar Falls, Iowa
Address 220 Clay Street, Cedar Falls, IA 50613
Number and Street or RR City, Town or P.O. State Zip

Address of Property Transferred:
909 Lantz/2526 Center Street, Cedar Falls, IA 50613
Number and Street or RR City, Town or P.O. State Zip

Legal Description of Property: (Attach if necessary) See Addendum

1. Wells (check one)

- There are no known wells situated on this property.
- There is a well or wells situated on this property. The type(s), location(s) and legal status are stated below or set forth on an attached separate sheet, as necessary.

2. Solid Waste Disposal (check one)

- There is no known solid waste disposal site on this property.
- There is a solid waste disposal site on this property and information related thereto is provided in Attachment #1, attached to this document.

3. Hazardous Wastes (check one)

- There is no known hazardous waste on this property.
- There is hazardous waste on this property and information related thereto is provided in Attachment #1, attached to this document.

4. Underground Storage Tanks (check one)

- There are no known underground storage tanks on this property. (Note exclusions such as small farm and residential motor fuel tanks, most heating oil tanks, cisterns and septic tanks, in instructions.)
- There is an underground storage tank on this property. The type(s), size(s) and any known substance(s) contained are listed below or on an attached separate sheet, as necessary.

Item G.2.i.

5. Private Burial Site (check one)

- There are no known private burial sites on this property.
- There is a private burial site on this property. The location(s) of the site(s) and known identifying information of the decedent(s) is stated below or on an attached separate sheet, as necessary.

6. Private Sewage Disposal System (check one)

- All buildings on this property are served by a public or semi-public sewage disposal system.
- This transaction does not involve the transfer of any building which has or is required by law to have a sewage disposal system.
- There is a building served by private sewage disposal system on this property or a building without any lawful sewage disposal system. A certified inspector's report is attached which documents the condition of the private sewage disposal system and whether any modifications are required to conform to standards adopted by the Department of Natural Resources. A certified inspection report must be accompanied by this form when recording.
- There is a building served by private sewage disposal system on this property. Weather or other temporary physical conditions prevent the certified inspection of the private sewage disposal system from being conducted. The buyer has executed a binding acknowledgment with the county board of health to conduct a certified inspection of the private sewage disposal system at the earliest practicable time and to be responsible for any required modifications to the private sewage disposal system as identified by the certified inspection. A copy of the binding acknowledgment is attached to this form.
- There is a building served by private sewage disposal system on this property. The buyer has executed a binding acknowledgment with the county board of health to install a new private sewage disposal system on this property within an agreed upon time period. A copy of the binding acknowledgment is provided with this form.
- There is a building served by private sewage disposal system on this property. The building to which the sewage disposal system is connected will be demolished without being occupied. The buyer has executed a binding acknowledgment with the county board of health to demolish the building within an agreed upon time period. A copy of the binding acknowledgment is provided with this form. [Exemption #9]
- This property is exempt from the private sewage disposal inspection requirements pursuant to the following exemption [Note: for exemption #9 use prior check box]: _____.
- The private sewage disposal system has been installed within the past two years pursuant to permit number _____.

Information required by statements checked above should be provided here or on separate sheets attached hereto:

I HEREBY DECLARE THAT I HAVE REVIEWED THE INSTRUCTIONS FOR THIS FORM AND THAT THE INFORMATION STATED ABOVE IS TRUE AND CORRECT.

Signature: _____

Brenda Lork
(Transferor or Agent)

Telephone No.: _____

319-560-4578

GROUNDWATER HAZARD STATEMENT

ATTACHMENT #1

NOTICE OF WASTE DISPOSAL SITE

a. Solid Waste Disposal (check one)

- There is a solid waste disposal site on this property, but no notice has been received from the Department of Natural Resources that the site is deemed to be potentially hazardous.
- There is a solid waste disposal site on this property which has been deemed to be potentially hazardous by the Department of Natural Resources. The location(s) of the site(s) is stated below or on an attached separate sheet, as necessary.

b.. Hazardous Wastes (check one)

- There is hazardous waste on this property and it is being managed in accordance with Department of Natural Resources rules.
- There is hazardous waste on this property and the appropriate response or remediation actions, or the need therefore, have not yet been determined.

Further descriptive information:

I HEREBY DECLARE THAT I HAVE REVIEWED THE INSTRUCTIONS FOR THIS FORM AND THAT THE INFORMATION STATED ABOVE IS TRUE AND CORRECT.

Signature: _____ Telephone No.: _____
(Transferor or Agent)

Item G.2.i.

Addendum

Legal Description

The East 2 feet of Parcel "B", Larkin Minor Plat, Cedar Falls, Iowa, recorded in 257 Misc 837 of the records of Black Hawk County, Iowa

and

Lots 1 and 3, Clark and Lantz's Addition in Black Hawk County, Iowa (now in the City of Cedar Falls, Iowa), except the West 30 feet of the South 100.7 feet of said Lot 3 and except the South 5 feet of said Lot 3

and

Lot 2, Clark and Lantz's Addition in Black Hawk County, Iowa (now in the City of Cedar Falls, Iowa), except the South 5 feet thereof. Parcel contains 478 square feet.

Subject to existing easements of record, if any.



WARRANTY DEED
THE IOWA STATE BAR ASSOCIATION
Official Form No. 101
Recorder's Cover Sheet

Preparer Information: (Name, address and phone number)

Kevin Rogers, City Attorney, 220 Clay Street, Cedar Falls, IA 50613, Phone: (319) 243-2713

Taxpayer Information: (Name and complete address)

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

Return Document To: (Name and complete address)

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

Grantors:

William H. Hanson

Grantees:

City of Cedar Falls, Iowa

Legal description: See Page 2

Document or instrument number of previously recorded documents:

Item G.2.i.



WARRANTY DEED

For the consideration of One Dollar(s) and other valuable consideration, William H. Hanson, a single person do hereby Convey to City of Cedar Falls, Iowa the following described real estate in Black Hawk County, Iowa: The East 2 feet of Lot 4, Rice's Addition in Black Hawk County, Iowa. Subject to Easements of record.

This deed is exempt according to Iowa Code 428A.2(21).

Grantors do Hereby Covenant with grantees, and successors in interest, that grantors hold the real estate by title in fee simple; that they have good and lawful authority to sell and Convey the real estate; that the real estate is free and clear of all liens and encumbrances except as may be above stated; and grantors Covenant to Warrant and Defend the real estate against the lawful claims of all persons except as may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate. Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated on 2-19-18

Signature of William H. Hanson (Grantor)

(Grantor) (Grantor)

STATE OF IOWA, COUNTY OF BLACK HAWK This record was acknowledged before me on 2-19-18, by William Hanson



Signature of Notary Public

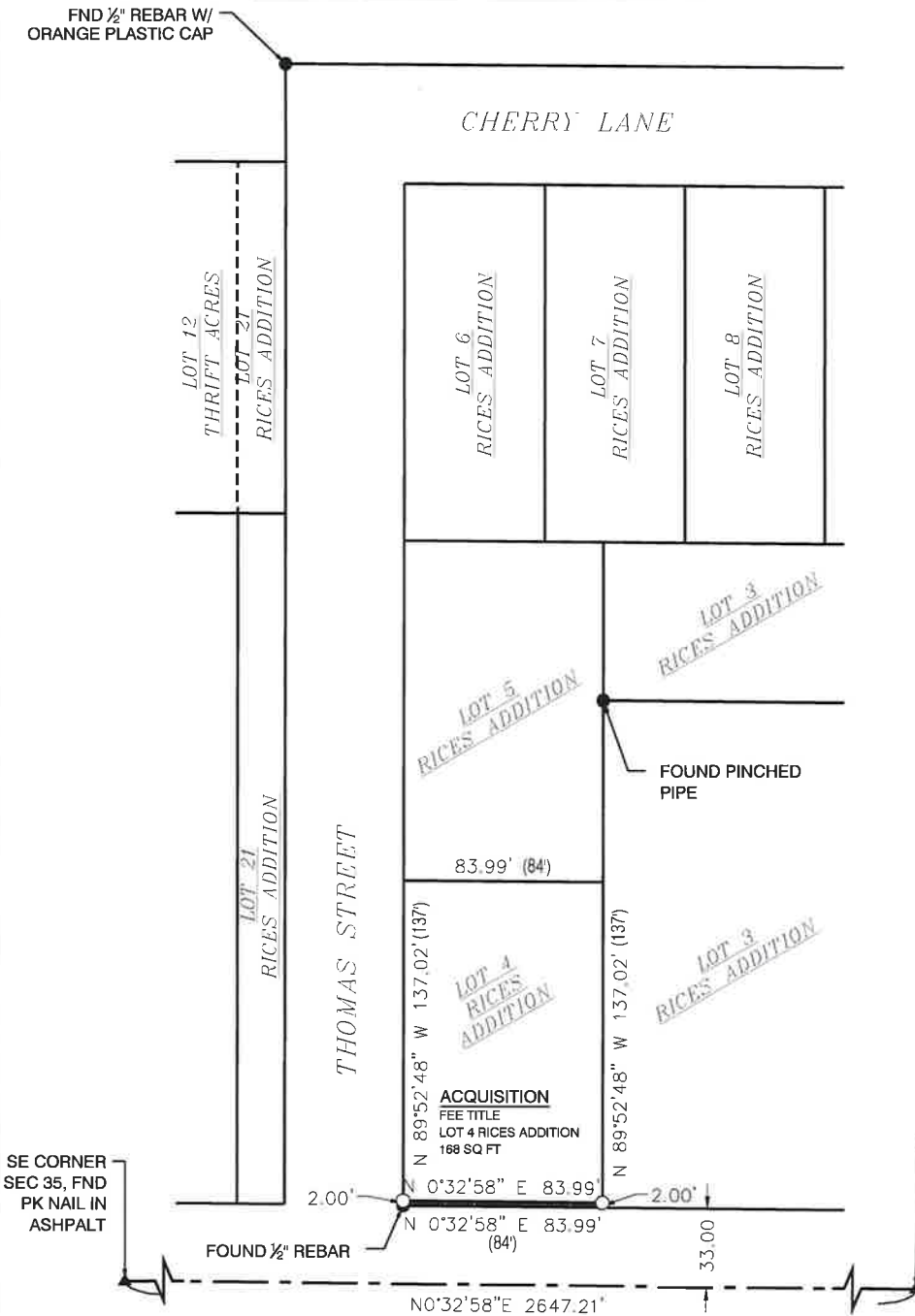
PREPARED BY - CLAPSADDLE-GARBER ASSOCIATES, INC. 16 EAST MAIN STREET, P.O. BOX 754, MARSHALLTOWN, IOWA 50158 - PHONE 641-752-6701

CITY OF CEDAR FALLS, IOWA

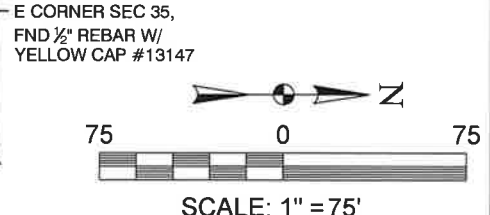
ACQUISITION PLAT PARCEL #21
 ADDRESS: 911 THOMAS ST.
 EXHIBIT "A"



COUNTY BLACK HAWK COUNTY STATE CONTROL NO. _____
 PROJECT NO. TAP-U-1185(651)--8I-07 PARCEL NO. 9014-35-427-005
 SECTION 35 TOWNSHIP 90N RANGE 14W
 ROW-FEE 168 SF, EASE _____ AC, BORROW _____ AC, EXCESS-FEE _____ AC
 ACQUIRED FROM WILLIAM H. HANSON



DESCRIPTION
 THE EAST 2 FEET OF LOT NO. FOUR (4) IN
 RICE'S ADDITION IN BLACK HAWK COUNTY,
 IOWA. PARCEL CONTAINS 168 SQUARE FEET.



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly Licensed Professional Land Surveyor under the laws of the State of Iowa.

Aaron L. Mueller 1/26/2018
 Aaron L. Mueller, PLS date
 Iowa License Number 21428
 My License Renewal Date is December 31, 2018
 Pages or sheets covered by this seal: THIS SHEET

LEGEND
 ▲ GOVERNMENT CORNER MONUMENT FOUND
 △ GOVERNMENT CORNER MONUMENT SET 1/2" x 24" REBAR w/YELLOW PLASTIC ID CAP #21428
 ● CORNER MONUMENT FOUND
 ○ SET 1/2" x 24" REBAR w/YELLOW PLASTIC ID CAP #21428
 () RECORDED AS

DRAWN BY KNW DATE 5/10/2017
 SCALE 1"=75' PROJECT NO. 1656.05

Item G.2.i.

Prepared by: Terra Ray, 220 Clay Street, Cedar Falls, IA 50613 (319) 243-2711

TEMPORARY EASEMENT AGREEMENT

The undersigned William H Hanson, (hereinafter "Grantor"), in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey to the City of Cedar Falls, Iowa (hereinafter "Grantee"), its successors and assigns, a temporary easement over, under, and across the real estate legally described below, for purposes of construction, reconstruction, replacement, operation and maintenance of the Center Street Recreational Trail Project, together with the right of ingress to and egress from the real estate described below, in order to perform all work and do all other things reasonably necessary to exercise all rights granted to Grantee in this easement, provided that such easement shall not unreasonably interfere with grantor's business operation or access thereto.

Said easement is granted over the following described real estate owned by Grantor to-wit:

DESCRIPTION

THE EAST 7 FEET EXCEPT THE EAST 2 FEET OF THE FOLLOWING DESCRIBED PARCEL: LOT NO. FOUR (4) IN RICE'S ADDITION IN BLACK HAWK COUNTY, IOWA. TEMPORARY EASEMENT CONTAINS 420 SQUARE FEET.

This easement shall be temporary in nature, terminating upon the completion of the Project. Shall benefit and shall be binding upon Grantor and Grantee, and their respective heirs, personal representatives, successors and assigns, and shall constitute a covenant that runs with the Grantor's land.

Upon completion of any construction or maintenance work undertaken by Grantee upon the above-described real estate, the Grantee shall be required to replace or restore any and all damage to said real estate resulting from said construction or maintenance work as is reasonable under the circumstances.

By William H Hanson
William H Hanson

STATE OF Iowa)
) ss.
COUNTY OF Black Hawk)

This instrument was acknowledged before me on 19 day of Feb, 2018, by William H Hanson.

Terra Ray
Notary Public in and for the State of Iowa

My Commission Expires: 1-23-21



ACCEPTANCE OF EASEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Easement.

Dated this _____ day of _____, 2018.

CITY OF CEDAR FALLS, IOWA

James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, CMC
City Clerk

STATE OF IOWA)
) ss.
COUNTY OF BLACK HAWK)

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

Notary Public in and for the State of Iowa

My Commission Expires: _____

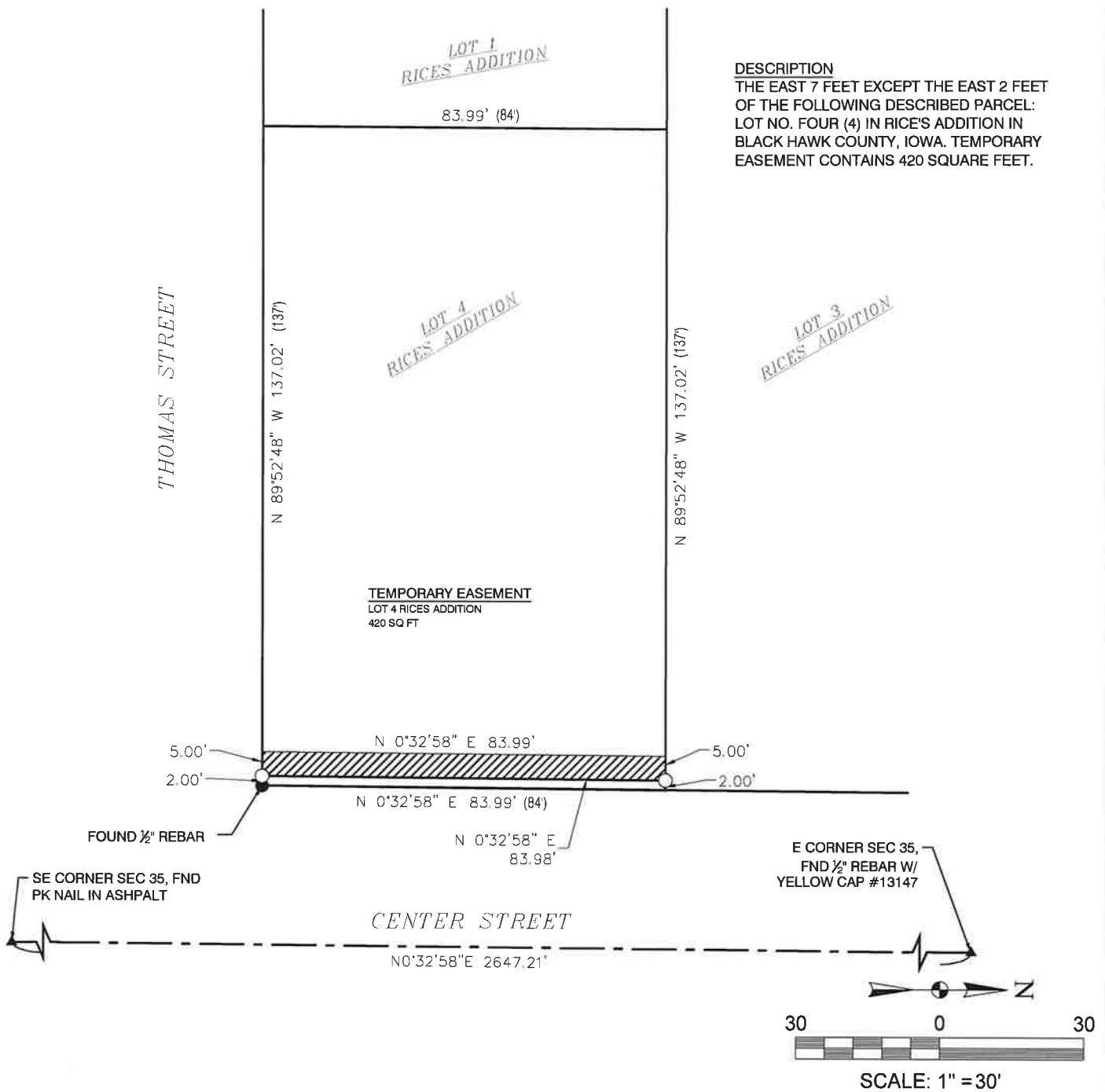
Item G.2.i.

PREPARED BY - CLAPSADDLE-GARBER ASSOCIATES, INC, 16 EAST MAIN STREET, P.O. BOX 754, MARSHALLTOWN, IOWA 50158 - PHONE 641-752-6701

CITY OF CEDAR FALLS, IOWA TEMPORARY EASEMENT PLAT PARCEL #21 ADDRESS: 911 THOMAS ST. EXHIBIT "A"



COUNTY BLACK HAWK COUNTY STATE CONTROL NO. _____
 PROJECT NO. TAP-U-1185(651)--8I-07 PARCEL NO. 9014-35-427-005
 SECTION 35 TOWNSHIP 90N RANGE 14W
 ROW-FEE _____ SF, EASE 420 SF, BORROW _____ AC, EXCESS-FEE _____ AC
 ACQUIRED FROM WILLIAM H. HANSON



LEGEND	
▲	GOVERNMENT CORNER MONUMENT FOUND
△	GOVERNMENT CORNER MONUMENT SET 1/2" x 24" REBAR w/YELLOW PLASTIC ID CAP #21428
●	CORNER MONUMENT FOUND
○	SET 1/2" x 24" REBAR w/YELLOW PLASTIC ID CAP #21428
()	RECORDED AS
DRAWN BY <u>KNW</u> DATE <u>6/6/2017</u>	
SCALE <u>1"=30'</u> PROJECT NO. <u>1656.05</u>	

J:\1656.dwg\Survey\Temporary Easements\1656-21-911 Thomas Street.dwg - 911 Thomas St. - 07-13-17 - 4:53pm - SJC325



WARRANTY DEED - SEVERAL GRANTORS
THE IOWA STATE BAR ASSOCIATION
Official Form No. 102
Recorder's Cover Sheet

Preparer Information: (Name, address and phone number)
Kevin Rogers, City Attorney, 220 Clay Street, Cedar Falls, IA 50613, Phone: (319) 243-2713

Taxpayer Information: (Name and complete address)
City Clerk, City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

Return Document To: (Name and complete address)
City Clerk, City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

Grantors:
Jimmy Bruce Williamson
Joyce Marie Williamson

Grantees:
City of Cedar Falls, Iowa

Legal description: See Page 2

Document or instrument number of previously recorded documents:

Item G.2.i.



WARRANTY DEED (Several Grantors)

For the consideration of One Dollar(s) and other valuable consideration, Jimmy Bruce Williamson and Joyce Marie Williamson, husband and wife

do hereby Convey to City of Cedar Falls, Iowa

the following described real estate in Black Hawk County, Iowa: The East 2 feet of Lot 3, except the West 67 feet of the North 45 feet, Rice's Addition, Black Hawk County, Iowa. Subject to Easements of record.

Grantors do Hereby Covenant with grantees, and successors in interest, that grantors hold the real estate by title in fee simple; that they have good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances except as may be above stated; and grantors Covenant to Warrant and Defend the real estate against the lawful claims of all persons except as may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated on 2-22-2018

Handwritten signatures of Jimmy Bruce Williamson and Joyce Marie Williamson

Jimmy Bruce Williamson (Grantor)

(Grantor)

Joyce Marie Williamson (Grantor)

(Grantor)

(Grantor)

(Grantor)

(Grantor)

(Grantor)

STATE OF IOWA, COUNTY OF BLACK HAWK

This record was acknowledged before me on 2-22-18, by Jimmy & Joyce Williamson



Signature of Notary Public

PREPARED BY - CLAPSADDLE-GARBER ASSOCIATES, INC., 16 EAST MAIN STREET, P.O. BOX 754, MARSHALLTOWN, IOWA 50158 - PHONE 641-752-6701

CITY OF CEDAR FALLS, IOWA

ACQUISITION PLAT PARCEL #22

ADDRESS: 2628 CENTER ST.

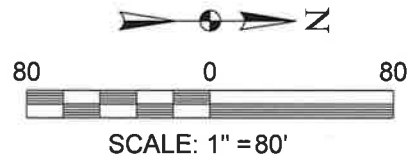
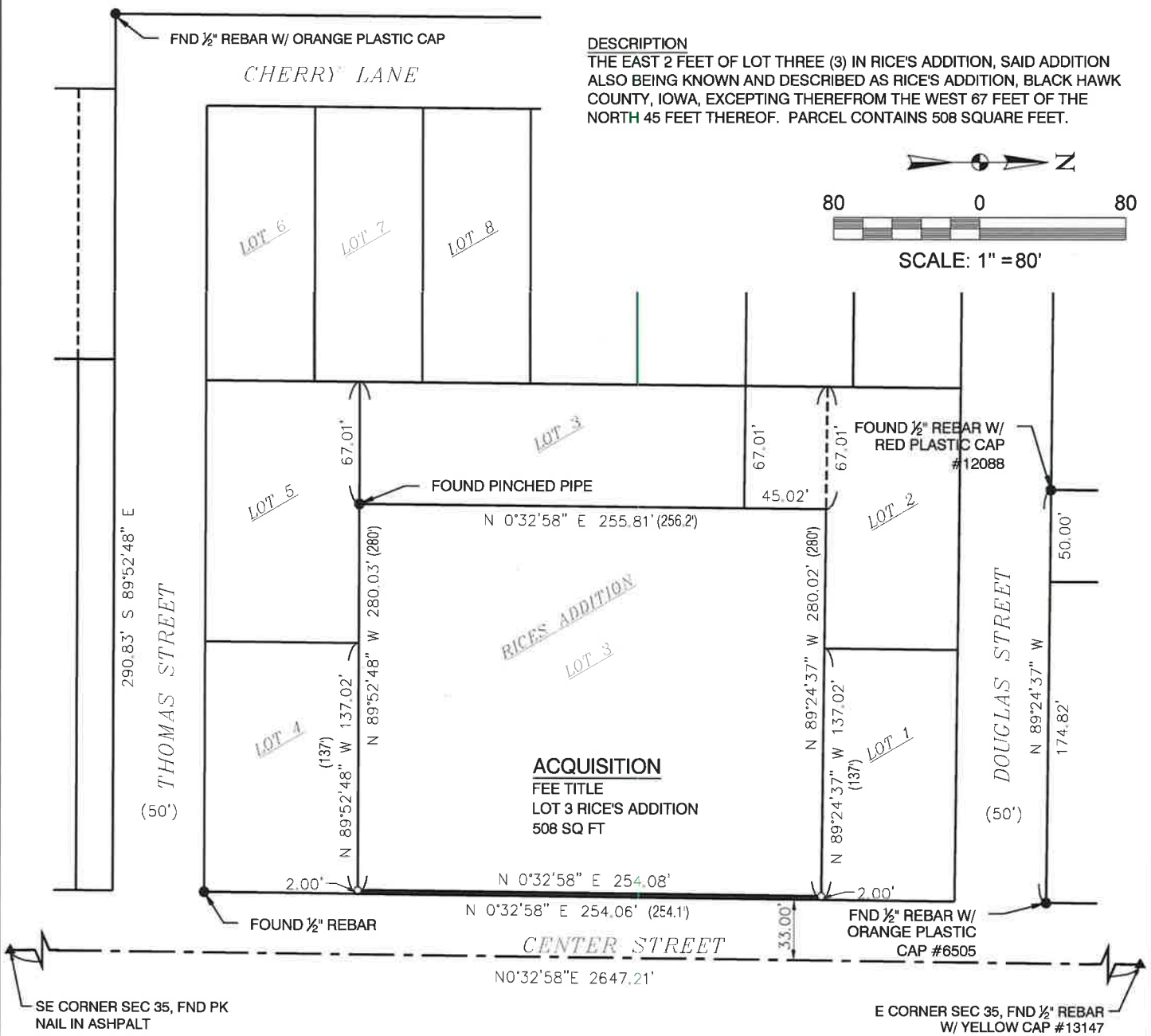
EXHIBIT "A"



COUNTY BLACK HAWK COUNTY STATE CONTROL NO. _____
 PROJECT NO. TAP-U-1185(651)--81-07 PARCEL NO. 9014-35-427-004
 SECTION 35 TOWNSHIP 90N RANGE 14W
 ROW-FEE 508 SF, EASE _____ AC, BORROW _____ AC, EXCESS-FEE _____ AC
 ACQUIRED FROM JIMMY BRUCE WILLIAMSON & JOYCE MARIE WILLIAMSON

DESCRIPTION

THE EAST 2 FEET OF LOT THREE (3) IN RICE'S ADDITION, SAID ADDITION ALSO BEING KNOWN AND DESCRIBED AS RICE'S ADDITION, BLACK HAWK COUNTY, IOWA, EXCEPTING THEREFROM THE WEST 67 FEET OF THE NORTH 45 FEET THEREOF. PARCEL CONTAINS 508 SQUARE FEET.



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly Licensed Professional Land Surveyor under the laws of the State of Iowa.

[Signature] 1/26/2018
 Aaron L. Mueller, PLS date
 Iowa License Number 21428
 My License Renewal Date is December 31, 2018
 Pages or sheets covered by this seal: THIS SHEET

LEGEND

- ▲ GOVERNMENT CORNER MONUMENT FOUND
- △ GOVERNMENT CORNER MONUMENT SET 1/2" x 24" REBAR w/YELLOW PLASTIC ID CAP #21428
- CORNER MONUMENT FOUND
- SET 1/2" x 24" REBAR w/YELLOW PLASTIC ID CAP #21428
- () RECORDED AS

DRAWN BY RWA DATE 5/10/2017
 SCALE 1"=80' PROJECT NO. 1656.05

Item G.2.i.

Prepared by: Terra Ray, 220 Clay Street, Cedar Falls, IA 50613 (319) 243-2711

TEMPORARY EASEMENT AGREEMENT

The undersigned Jimmy Bruce & Joyce Marie Williamson, (hereinafter "Grantor"), in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey to the City of Cedar Falls, Iowa (hereinafter "Grantee"), its successors and assigns, a temporary easement over, under, and across the real estate legally described below, for purposes of construction, reconstruction, replacement, operation and maintenance of the Center Street Recreational Trail Project, together with the right of ingress to and egress from the real estate described below, in order to perform all work and do all other things reasonably necessary to exercise all rights granted to Grantee in this easement, provided that such easement shall not unreasonably interfere with grantor's business operation or access thereto.

Said easement is granted over the following described real estate owned by Grantor to-wit:

DESCRIPTION

THE EAST 7 FEET EXCEPT THE EAST 2 FEET OF THE FOLLOWING DESCRIBED PARCEL: LOT THREE (3) IN RICE'S ADDITION, SAID ADDITION ALSO BEING KNOWN AND DESCRIBED AS RICE'S ADDITION, BLACK HAWK COUNTY, IOWA, EXCEPTING THEREFROM THE WEST 67 FEET OF THE NORTH 45 FEET THEREOF. TEMPORARY EASEMENT CONTAINS 1271 SQUARE FEET.

This easement shall be temporary in nature, terminating upon the completion of the Project. Shall benefit and shall be binding upon Grantor and Grantee, and their respective heirs, personal representatives, successors and assigns, and shall constitute a covenant that runs with the Grantor's land.

Upon completion of any construction or maintenance work undertaken by Grantee upon the above-described real estate, the Grantee shall be required to replace or restore any and all damage to said real estate resulting from said construction or maintenance work as is reasonable under the circumstances.

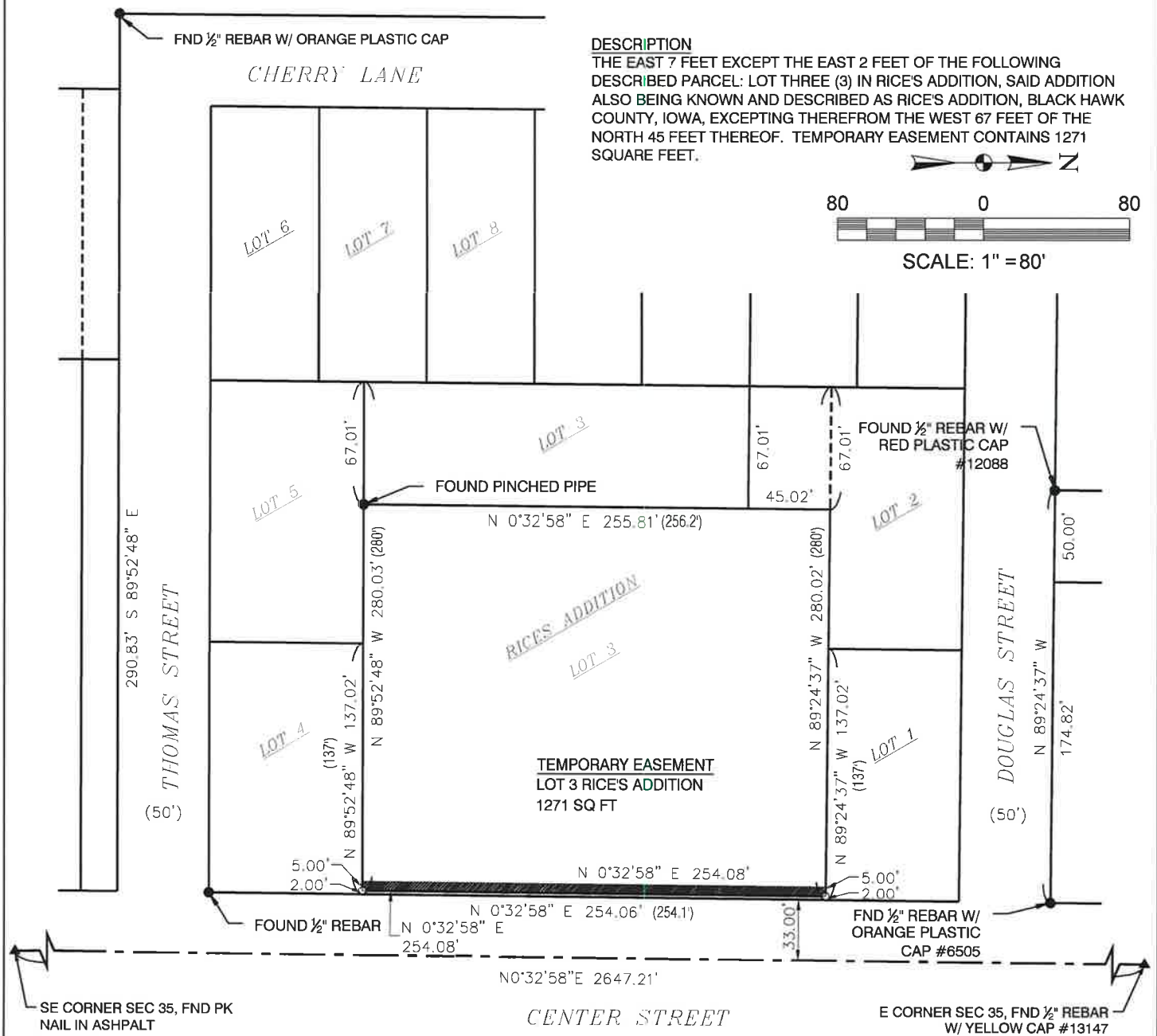
Item G.2.i.

PREPARED BY - CLAPSADDLE-GARBER ASSOCIATES, INC. 16 EAST MAIN STREET, P.O. BOX 754, MARSHALLTOWN, IOWA 50158 - PHONE 641-752-6701

CITY OF CEDAR FALLS, IOWA TEMPORARY EASEMENT PARCEL #22 ADDRESS: 2628 CENTER ST. EXHIBIT "A"



COUNTY BLACK HAWK COUNTY STATE CONTROL NO. _____
 PROJECT NO. TAP-U-1185(651)--8I-07 PARCEL NO. 9014-35-427-004
 SECTION 35 TOWNSHIP 90N RANGE 14W
 ROW-FEE _____ SF, EASE 1271 SF, BORROW _____ AC, EXCESS-FEE _____ AC
 ACQUIRED FROM JIMMY BRUCE WILLIAMSON & JOYCE MARIE WILLIAMSON



- LEGEND**
- ▲ GOVERNMENT CORNER MONUMENT FOUND
 - △ GOVERNMENT CORNER MONUMENT SET 1/2" x 24" REBAR w/YELLOW PLASTIC ID CAP #21428
 - CORNER MONUMENT FOUND
 - SET 1/2" x 24" REBAR w/YELLOW PLASTIC ID CAP #21428
 - () RECORDED AS

DRAWN BY RWA DATE 6/6/2017
 SCALE 1"=80' PROJECT NO. 1656.05

J:\1656\dwg\Survey\Temporary Easement\1656-22-2628 Center Street.dwg - 2628 Center St. - 07-13-17 - 4:55pm - SJC325

Item G.2.i.

Part II - TO BE COMPLETED BY THE ASSESSOR

Assessed values must be as of January 1 of the year in which the sale occurred.

SECTION A: SINGLE CLASSIFICATION

Primary Classification: Residential (4); Commercial (5); Industrial (2); Agricultural (1); Multi-residential (7)

City/Township:

Occupancy:

Primary Parcel Number:

Year Built:

Class	Land	Building	Dwelling
Res	<input type="text"/> .00	<input type="text"/> .00	<input type="text"/> .00
Com	<input type="text"/> .00	<input type="text"/> .00	
Ind	<input type="text"/> .00	<input type="text"/> .00	
Ag	<input type="text"/> .00	<input type="text"/> .00	
MultiRes	<input type="text"/> .00	<input type="text"/> .00	<input type="text"/> .00

Subtotal00

SECTION B: DUAL CLASSIFICATION

Primary Classification: Commercial (5); Industrial (2); Multi-residential (7)

City/Township:

Occupancy:

Primary Parcel Number:

Year Built:

Class	Land	Building	Dwelling
Com	<input type="text"/> .00	<input type="text"/> .00	
Ind	<input type="text"/> .00	<input type="text"/> .00	
MultiRes	<input type="text"/> .00	<input type="text"/> .00	<input type="text"/> .00

Subtotal00

Total: Add Subtotal amounts from Sections A and B00

Enter amount from line 3, page 100

Ratio: Divide Total amount by the amount on line 3, page 1 %

NUTC

Jurisdiction

Comments:

ADDENDUM

Legal Description

1. The East 2 feet of Lot 3, except the West 67 feet of the North 45 feet, Rice's Addition, Black Hawk County, Iowa. Subject to Easements of record.

Item G.2.i.

REAL ESTATE TRANSFER - GROUNDWATER HAZARD STATEMENT TO BE COMPLETED BY TRANSFEROR

TRANSFEROR:

Name Jimmy Bruce Williamson
Address 2628 Center Street, Cedar Falls, IA 50613
Number and Street or RR City, Town or P.O. State Zip

TRANSFeree:

Name City of Cedar Falls, Iowa
Address 220 Clay Street, Cedar Falls, IA 50613
Number and Street or RR City, Town or P.O. State Zip

Address of Property Transferred:
2628 Center Street, Cedar Falls, IA 50613
Number and Street or RR City, Town or P.O. State Zip

Legal Description of Property: (Attach if necessary) See 1 in Addendum.

1. Wells (check one)

- There are no known wells situated on this property.
 There is a well or wells situated on this property. The type(s), location(s) and legal status are stated below or set forth on an attached separate sheet, as necessary.

2. Solid Waste Disposal (check one)

- There is no known solid waste disposal site on this property.
 There is a solid waste disposal site on this property and information related thereto is provided in Attachment #1, attached to this document.

3. Hazardous Wastes (check one)

- There is no known hazardous waste on this property.
 There is hazardous waste on this property and information related thereto is provided in Attachment #1, attached to this document.

4. Underground Storage Tanks (check one)

- There are no known underground storage tanks on this property. (Note exclusions such as small farm and residential motor fuel tanks, most heating oil tanks, cisterns and septic tanks, in instructions.)
 There is an underground storage tank on this property. The type(s), size(s) and any known substance(s) contained are listed below or on an attached separate sheet, as necessary.

FILE WITH RECORDER

DNR form 542-0960 (July 18, 2012)

5. Private Burial Site (check one)

- There are no known private burial sites on this property.
- There is a private burial site on this property. The location(s) of the site(s) and known identifying information of the decedent(s) is stated below or on an attached separate sheet, as necessary.

6. Private Sewage Disposal System (check one)

- All buildings on this property are served by a public or semi-public sewage disposal system.
- This transaction does not involve the transfer of any building which has or is required by law to have a sewage disposal system.
- There is a building served by private sewage disposal system on this property or a building without any lawful sewage disposal system. A certified inspector's report is attached which documents the condition of the private sewage disposal system and whether any modifications are required to conform to standards adopted by the Department of Natural Resources. A certified inspection report must be accompanied by this form when recording.
- There is a building served by private sewage disposal system on this property. Weather or other temporary physical conditions prevent the certified inspection of the private sewage disposal system from being conducted. The buyer has executed a binding acknowledgment with the county board of health to conduct a certified inspection of the private sewage disposal system at the earliest practicable time and to be responsible for any required modifications to the private sewage disposal system as identified by the certified inspection. A copy of the binding acknowledgment is attached to this form.
- There is a building served by private sewage disposal system on this property. The buyer has executed a binding acknowledgment with the county board of health to install a new private sewage disposal system on this property within an agreed upon time period. A copy of the binding acknowledgment is provided with this form.
- There is a building served by private sewage disposal system on this property. The building to which the sewage disposal system is connected will be demolished without being occupied. The buyer has executed a binding acknowledgment with the county board of health to demolish the building within an agreed upon time period. A copy of the binding acknowledgment is provided with this form. [Exemption #9]
- This property is exempt from the private sewage disposal inspection requirements pursuant to the following exemption [Note: for exemption #9 use prior check box]: _____
- The private sewage disposal system has been installed within the past two years pursuant to permit number _____.

Information required by statements checked above should be provided here or on separate sheets attached hereto:

I HEREBY DECLARE THAT I HAVE REVIEWED THE INSTRUCTIONS FOR THIS FORM AND THAT THE INFORMATION STATED ABOVE IS TRUE AND CORRECT.

Signature: *James J. McWilliam*
(Transferor or Agent)

Telephone No.: 319-266-1987

Item G.2.i.

GROUNDWATER HAZARD STATEMENT

ATTACHMENT #1

NOTICE OF WASTE DISPOSAL SITE

a. Solid Waste Disposal (check one)

- There is a solid waste disposal site on this property, but no notice has been received from the Department of Natural Resources that the site is deemed to be potentially hazardous.
- There is a solid waste disposal site on this property which has been deemed to be potentially hazardous by the Department of Natural Resources. The location(s) of the site(s) is stated below or on an attached separate sheet, as necessary.

b.. Hazardous Wastes (check one)

- There is hazardous waste on this property and it is being managed in accordance with Department of Natural Resources rules.
- There is hazardous waste on this property and the appropriate response or remediation actions, or the need therefore, have not yet been determined.

Further descriptive information:

I HEREBY DECLARE THAT I HAVE REVIEWED THE INSTRUCTIONS FOR THIS FORM AND THAT THE INFORMATION STATED ABOVE IS TRUE AND CORRECT.

Signature: _____ Telephone No.: _____
(Transferor or Agent)

ADDENDUM

Legal Description

1. The East 2 feet of Lot 3, except the West 67 feet of the North 45 feet, Rice's Addition, Black Hawk County, Iowa. Subject to Easements of record.

Item G.2.i.



WARRANTY DEED
THE IOWA STATE BAR ASSOCIATION
Official Form No. 101
Recorder's Cover Sheet

Preparer Information: (Name, address and phone number)

Kevin Rogers, City Attorney, 220 Clay Street, Cedar Falls, IA 50613, Phone: (319) 243-2713

Taxpayer Information: (Name and complete address)

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

Return Document To: (Name and complete address)

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

Grantors:

Sarah Panther

Grantees:

City of Cedar Falls, Iowa

Legal description: See Page 2

Document or instrument number of previously recorded documents:



WARRANTY DEED

For the consideration of One Dollar(s) and other valuable consideration, Sarah Panther, a single person do hereby Convey to City of Cedar Falls, Iowa the following described real estate in Black Hawk County, Iowa: The East 2 feet of Lot 1, Rice's Addition in Black Hawk County, Iowa. Subject to Easements of record.

This deed is exempt according to Iowa Code 428A.2(21).

Grantors do Hereby Covenant with grantees, and successors in interest, that grantors hold the real estate by title in fee simple; that they have good and lawful authority to sell and Convey the real estate; that the real estate is free and clear of all liens and encumbrances except as may be above stated; and grantors Covenant to Warrant and Defend the real estate against the lawful claims of all persons except as may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate. Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated on 3/15/18

[Handwritten signature of Sarah Panther]

Sarah Panther (Grantor)

(Grantor)

(Grantor)

(Grantor)

STATE OF IOWA, COUNTY OF BLACK HAWK

This record was acknowledged before me on 3/15/18, by Sarah Panther, a single person



[Handwritten signature of Notary Public] Signature of Notary Public

Item G.2.i.

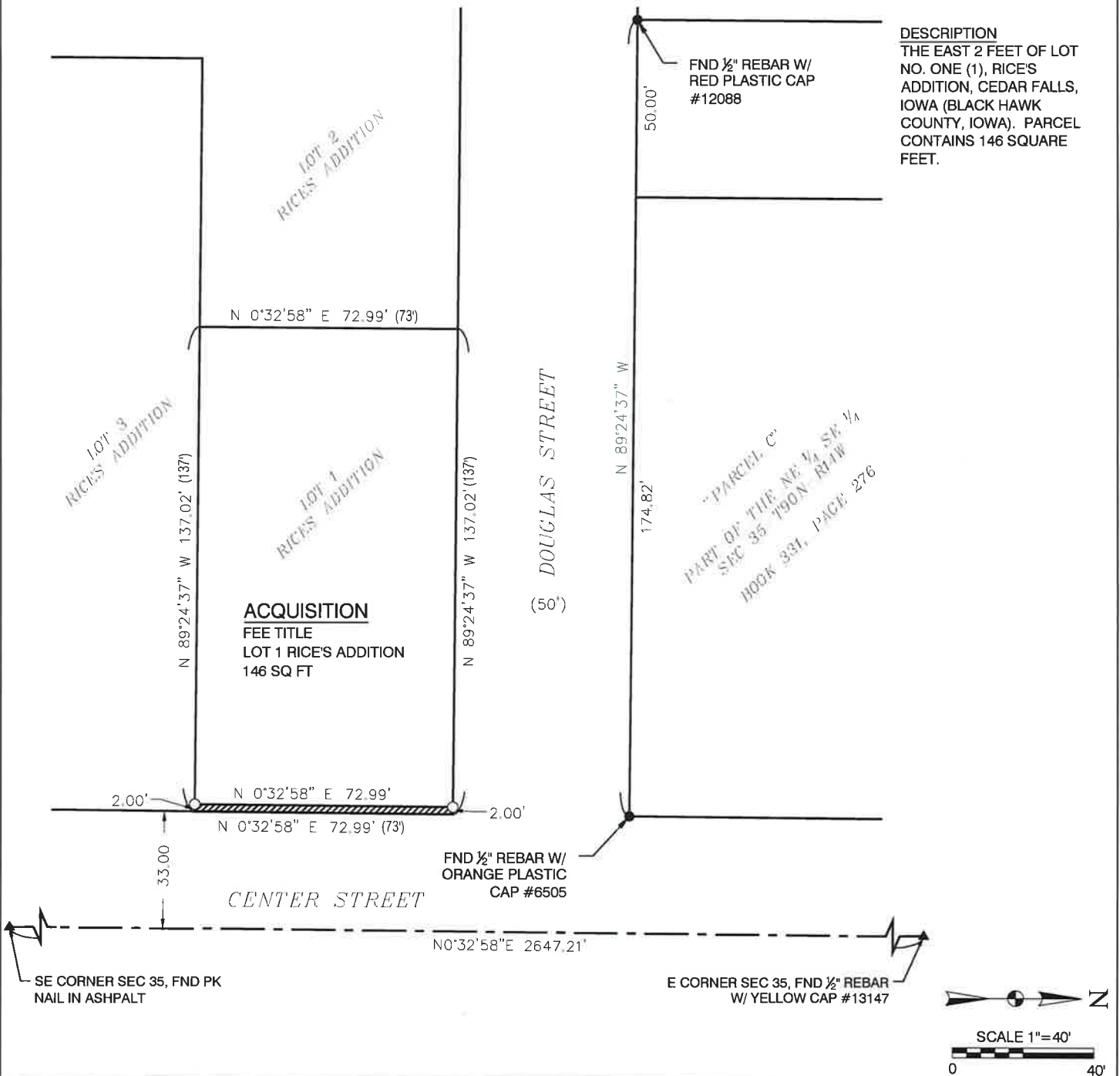
PREPARED BY - CLAPSADDLE-GARBER ASSOCIATES, INC. 16 EAST MAIN STREET, P.O. BOX 754, MARSHALLTOWN, IOWA 50158 - PHONE 641-752-6701

CITY OF CEDAR FALLS, IOWA

ACQUISITION PLAT PARCEL #23
ADDRESS: 904 DOUGLAS ST.
EXHIBIT "A"



COUNTY BLACK HAWK COUNTY STATE CONTROL NO. _____
PROJECT NO. TAP-U-1185(651)--8I-07 PARCEL NO. 9014-35-427-003
SECTION 35 TOWNSHIP 90N RANGE 14W
ROW-FEE 146 SF, EASE _____ AC, BORROW _____ AC, EXCESS-FEE _____ AC
ACQUIRED FROM SARAH PANTHER



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly Licensed Professional Land Surveyor under the laws of the State of Iowa.

[Signature] 1/26/2018
Aaron L. Mueller, PLS date
Iowa License Number 21428
My License Renewal Date is December 31, 2018
Pages or sheets covered by this seal: THIS SHEET

LEGEND
▲ GOVERNMENT CORNER MONUMENT FOUND
△ GOVERNMENT CORNER MONUMENT SET 1/2" x 24" REBAR w/YELLOW PLASTIC ID CAP #21428
● CORNER MONUMENT FOUND
○ SET 1/2" x 24" REBAR w/YELLOW PLASTIC ID CAP #21428
() RECORDED AS

DRAWN BY KNW DATE 11/08/2017
SCALE 1"=40' PROJECT NO. 1656.05

J:\1656\dwg\Survey\Acquisition Plats\1656-23-904 Douglas Street.dwg - 904 Douglas St. - 11-29-17 - 2:08pm - knw321

Prepared by: Terra Ray, 220 Clay Street, Cedar Falls, IA 50613 (319) 243-2711

TEMPORARY EASEMENT AGREEMENT

The undersigned Sarah Panther, (hereinafter "Grantor"), in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey to the City of Cedar Falls, Iowa (hereinafter "Grantee"), its successors and assigns, a temporary easement over, under, and across the real estate legally described below, for purposes of construction, reconstruction, replacement, operation and maintenance of the Center Street Recreational Trail Project, together with the right of ingress to and egress from the real estate described below, in order to perform all work and do all other things reasonably necessary to exercise all rights granted to Grantee in this easement, provided that such easement shall not unreasonably interfere with grantor's business operation or access thereto.

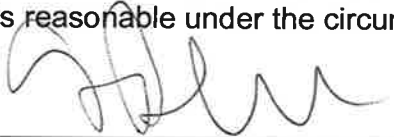
Said easement is granted over the following described real estate owned by Grantor to-wit:

DESCRIPTION

THE EAST 7 FEET EXCEPT THE EAST 2 FEET OF THE FOLLOWING DESCRIBED PARCEL: LOT NO. ONE (1), RICE'S ADDITION, CEDAR FALLS, IOWA (BLACK HAWK COUNTY, IOWA). TEMPORARY EASEMENT CONTAINS 365 SQUARE FEET.

This easement shall be temporary in nature, terminating upon the completion of the Project. Shall benefit and shall be binding upon Grantor and Grantee, and their respective heirs, personal representatives, successors and assigns, and shall constitute a covenant that runs with the Grantor's land.

Upon completion of any construction or maintenance work undertaken by Grantee upon the above-described real estate, the Grantee shall be required to replace or restore any and all damage to said real estate resulting from said construction or maintenance work as is reasonable under the circumstances.

By  _____
Sarah Panther

Item G.2.i.

STATE OF IOWA)
) ss.
COUNTY OF Black Hawk)

This instrument was acknowledged before me on 15 day of MARCH, 2018, by Sarah Panther.

Terra Ray
Notary Public in and for the State of IOWA

My Commission Expires: 1-23-21



ACCEPTANCE OF EASEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Easement.

Dated this _____ day of _____, 2018.

CITY OF CEDAR FALLS, IOWA

James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC
City Clerk

STATE OF IOWA)
) ss.
COUNTY OF BLACK HAWK)

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

Notary Public in and for the State of Iowa

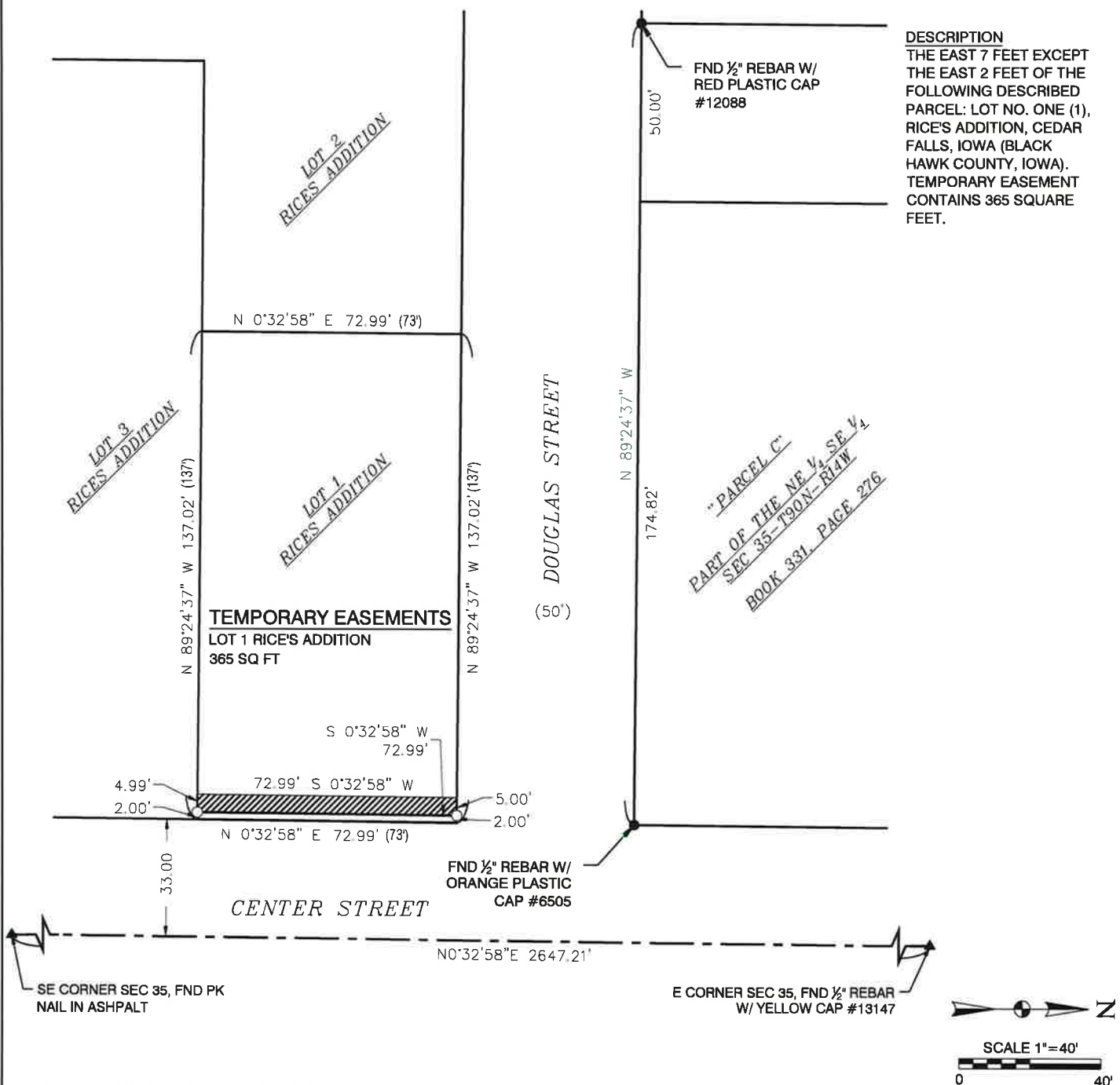
My Commission Expires: _____

PREPARED BY - CLAPSADDLE-GARBER ASSOCIATES, INC. 16 EAST MAIN STREET, P.O. BOX 754, MARSHALLTOWN, IOWA 50158 - PHONE 641-752-6701

CITY OF CEDAR FALLS, IOWA
TEMPORARY EASEMENTS PLAT PARCEL #23
ADDRESS: 904 DOUGLAS ST.
EXHIBIT "A"



COUNTY BLACK HAWK COUNTY STATE CONTROL NO. _____
 PROJECT NO. TAP-U-1185(651)--8I-07 PARCEL NO. 9014-35-427-003
 SECTION 35 TOWNSHIP 90N RANGE 14W
 ROW-FEE _____ SF, EASE 365 SF, BORROW _____ AC, EXCESS-FEE _____ AC
 ACQUIRED FROM SARAH PANTHER



DESCRIPTION
 THE EAST 7 FEET EXCEPT THE EAST 2 FEET OF THE FOLLOWING DESCRIBED PARCEL: LOT NO. ONE (1), RICE'S ADDITION, CEDAR FALLS, IOWA (BLACK HAWK COUNTY, IOWA). TEMPORARY EASEMENT CONTAINS 365 SQUARE FEET.

- LEGEND**
- ▲ GOVERNMENT CORNER MONUMENT FOUND
 - △ GOVERNMENT CORNER MONUMENT SET 1/2" x 24" REBAR w/YELLOW PLASTIC ID CAP #21428
 - CORNER MONUMENT FOUND
 - SET 1/2" x 24" REBAR w/YELLOW PLASTIC ID CAP #21428
 - () RECORDED AS

DRAWN BY KNW DATE 11/08/2017
 SCALE 1"=40' PROJECT NO. 1656.05

J:\1656.dwg\Survey\Temporary Easements\1656-23-504 Douglas Street.dwg - 904 Douglas st. - 11-08-17 - 10:14am - SJC325

Item G.2.i.



PARTIAL RELEASE OF REAL ESTATE MORTGAGE

THE IOWA STATE BAR ASSOCIATION
Official Form No. 130
Recorder's Cover Sheet

Preparer Information: (Name, address and phone number)

Kevin Rogers, City Attorney, 220 Clay Street, Cedar Falls, IA 50613, Phone: (319)
243-2713

Taxpayer Information: (Name and complete address)

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

Return Document To: (Name and complete address)

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

Grantors:

Mortgage Electronic Registration
Systems, Inc.

Grantees:

Sarah Panther

Legal description: See Page 2

Document or instrument number of previously recorded documents:



PARTIAL RELEASE OF REAL ESTATE MORTGAGE

The undersigned, the present owner(s) of the mortgage hereinafter described, for valuable consideration, receipt of which is hereby acknowledged, do hereby acknowledge that the following described real estate situated in Black Hawk County, Iowa, to wit: The East 2 feet of Lot 1, Rice's Addition in Black Hawk County, Iowa. Subject to Easements of record.

is hereby released from the lien of the real estate mortgage, executed by Sarah Panther dated February 16, 2017, recorded in the records of the Office of the Recorder of the County of Black Hawk, State of Iowa, recorded as document reference number #2017-14624, specifically reserving and retaining the mortgage lien and all mortgage rights against all of the remaining property embraced in the mortgage above described.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural, and as masculine, feminine or neuter gender, according to the context.

Dated March 1, 2018

Angela Shanks

Angela Shanks, Asst. Secretary

IOWA BANKERS MORTGAGE CORP

REPRESENTATIVE CAPACITY ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF POLK

This record was acknowledged before me on March 1, 2018 by Angela Shanks as Asst. Secretary of Mortgage Electronic Registration Systems, Inc., assignee

Shayna Fisher Signature of Notary Public

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____, COUNTY OF _____

This record was acknowledged before me on _____, by _____

Shayna Fisher Signature of Notary Public



NOTE: For complete release of real estate mortgage, see ISBA Form No. 129.

Item G.2.i.



WARRANTY DEED
(CORPORATE/BUSINESS ENTITY GRANTOR)
THE IOWA STATE BAR ASSOCIATION
Official Form No. 335
Recorder's Cover Sheet

Preparer Information: (Name, address and phone number)

Kevin Rogers, City Attorney, 220 Clay Street, Cedar Falls, IA 50613, (319) 243-2713

Taxpayer Information: (Name and complete address)

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

Return Document To: (Name and complete address)

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

Grantors:

Adil, L.L.C.

Grantees:

City of Cedar Falls, Iowa

Legal description:

Document or instrument number of previously recorded documents:



WARRANTY DEED
(CORPORATE/BUSINESS ENTITY GRANTOR)

For the consideration of One Dollar(s) and other valuable consideration, Adil, L.L.C. a(n) Limited Liability Company organized and existing under the laws of Iowa does hereby Convey to City of Cedar Falls, Iowa

the following described real estate in Black Hawk County, Iowa:
See Addendum

The grantor hereby covenants with grantees, and successors in interest, that it holds the real estate by title in fee simple; that it has good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances, except as may be above stated; and it covenants to Warrant and Defend the real estate against the lawful claims of all persons, except as may be above stated.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, according to the context.

Dated on 04-25-18

Adil, L.L.C. Nyla Afzal, a(n) Limited Liability Company

By Nyla Afzal Nyla Afzal, Member By owner

STATE OF IOWA, COUNTY OF BLACK HAWK

This record was acknowledged before me on 4-25-18, by Nyla Afzal

as Member
of Adil, L.L.C.



Terry
Signature of Notary Public

Item G.2.i.

Addendum

Legal Description

The East 2 feet of Parcel "C" of the Plat of Survey 331 Misc 647 being the South 149.43 feet of the East 207.8 feet of the following described parcel:

That part of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 35, Township 90 North, Range 14 West of the 5th P.M., Black Hawk County, Iowa, described as follows:

Commencing at the Northeast corner of Rice's Addition; thence West along the North line of said Addition a distance of 659.5 feet to an old established fence; thence North $00^{\circ}15'$ East along said old established fence a distance of 511 feet to the center line of the County Road, known as Lone Tree Road; thence Easterly along the center line of said Road a distance of 663.7 feet to the East line of said Section; thence South along the East line of said Section to the point of beginning.

Except the East 33 feet thereof.

Subject to Easements of record.

PREPARED BY - CLAPSADDLE-GARBER ASSOCIATES, INC. 16 EAST MAIN STREET, P.O. BOX 754, MARSHALLTOWN, IOWA 50158 - PHONE 641-752-6701

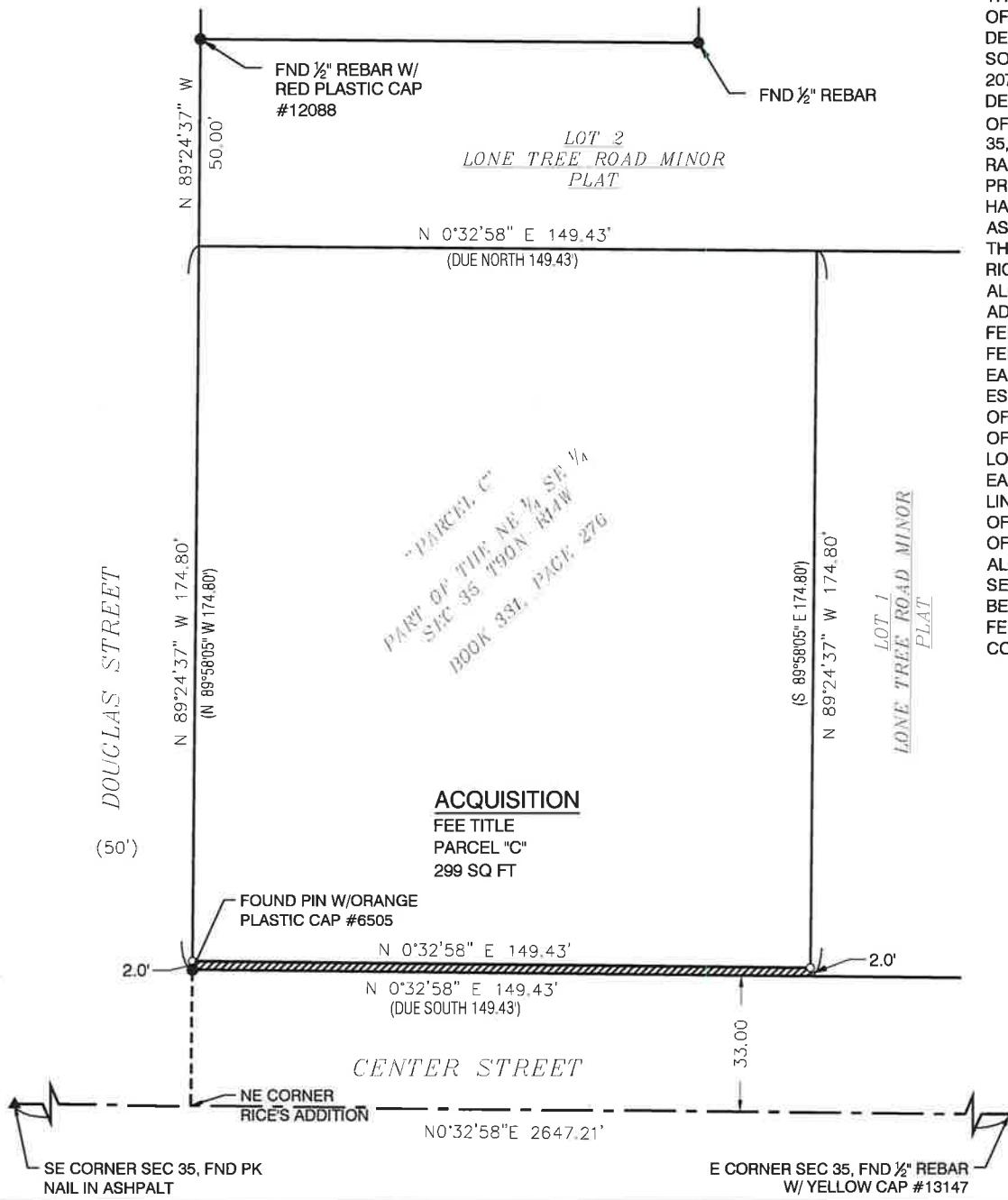
CITY OF CEDAR FALLS, IOWA

ACQUISITION PLAT PARCEL #24
 ADDRESS: 2728 CENTER ST.
 EXHIBIT "A"



COUNTY BLACK HAWK COUNTY STATE CONTROL NO. _____
 PROJECT NO. TAP-U-1185(651)--8I-07 PARCEL NO. 9014-35-426-018
 SECTION 35 TOWNSHIP 90N RANGE 14W
 ROW-FEE 299 SF, EASE _____ AC, BORROW _____ AC, EXCESS-FEE _____ AC
 ACQUIRED FROM ADIL LLC

DESCRIPTION
 THE EAST 2 FEET OF PARCEL "C"
 OF PLAT OF SURVEY 331 MISC 674
 DESCRIBED AS FOLLOWS: THE
 SOUTH 149.43 FEET OF THE EAST
 207.8 FEET OF THE FOLLOWING
 DESCRIBED PARCEL: THAT PART
 OF THE NE 1/4 SE 1/4 OF SECTION NO.
 35, TOWNSHIP NO. 90 NORTH,
 RANGE NO. 14 WEST OF THE FIFTH
 PRINCIPAL MERIDIAN, BLACK
 HAWK COUNTY, IOWA, DESCRIBED
 AS FOLLOWS: COMMENCING AT
 THE NORTHEAST CORNER OF
 RICE'S ADDITION; THENCE WEST
 ALONG THE NORTH LINE OF SAID
 ADDITION A DISTANCE OF 659.5
 FEET TO AN OLD ESTABLISHED
 FENCE; THENCE NORTH 00°15'
 EAST ALONG SAID OLD
 ESTABLISHED FENCE A DISTANCE
 OF 511 FEET TO THE CENTER LINE
 OF COUNTY ROAD, KNOWN AS
 LONE TREE ROAD; THENCE
 EASTERLY ALONG THE CENTER
 LINE OF SAID ROAD A DISTANCE
 OF 663.7 FEET TO THE EAST LINE
 OF SAID SECTION; THENCE SOUTH
 ALONG THE EAST LINE OF SAID
 SECTION TO THE POINT OF
 BEGINNING. EXCEPT THE EAST 33
 FEET THEREOF. PARCEL
 CONTAINS 299 SQUARE FEET.



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly Licensed Professional Land Surveyor under the laws of the State of Iowa.

[Signature] 1/26/2018
 Aaron L. Mueller, PLS date
 Iowa License Number 21428
 My License Renewal Date is December 31, 2018
 Pages or sheets covered by this seal: THIS SHEET

LEGEND
 ▲ GOVERNMENT CORNER MONUMENT FOUND
 △ GOVERNMENT CORNER MONUMENT SET 1/2" x 24" REBAR w/YELLOW PLASTIC ID CAP #21428
 ● CORNER MONUMENT FOUND
 ○ SET 1/2" x 24" REBAR w/YELLOW PLASTIC ID CAP #21428
 () RECORDED AS

DRAWN BY KNW DATE 6/6/2017
 SCALE 1"=30' PROJECT NO. 1656.05

Item G.2.i.

Prepared by: Terra Ray, 220 Clay Street, Cedar Falls, IA 50613 (319) 243-2711

TEMPORARY EASEMENT AGREEMENT

The undersigned Adil, LLC, an Iowa Limited Liability Company, (hereinafter "Grantor"), in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey to the City of Cedar Falls, Iowa (hereinafter "Grantee"), its successors and assigns, a temporary easement over, under, and across the real estate legally described below, for purposes of construction, reconstruction, replacement, operation and maintenance of the Center Street Recreational Trail Project, together with the right of ingress to and egress from the real estate described below, in order to perform all work and do all other things reasonably necessary to exercise all rights granted to Grantee in this easement, provided that such easement shall not unreasonably interfere with grantor's business operation or access thereto.

Said easement is granted over the following described real estate owned by Grantor to-wit:

DESCRIPTION

THE EAST 7 FEET EXCEPT THE EAST 2 FEET OF THE FOLLOWING DESCRIBED PARCEL: PARCEL "C" OF PLAT OF SURVEY 331 MISC 674 DESCRIBED AS FOLLOWS: THE SOUTH 149.43 FEET OF THE EAST 207.8 FEET OF THE FOLLOWING DESCRIBED PARCEL: THAT PART OF THE NE 1/4 SE 1/4 OF SECTION NO. 35, TOWNSHIP NO. 90 NORTH, RANGE NO. 14 WEST OF THE FIFTH PRINCIPAL MERIDIAN, BLACK HAWK COUNTY, IOWA, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF RICE'S ADDITION; THENCE WEST ALONG THE NORTH LINE OF SAID ADDITION A DISTANCE OF 659.5 FEET TO AN OLD ESTABLISHED FENCE; THENCE NORTH 00°15' EAST ALONG SAID OLD ESTABLISHED FENCE A DISTANCE OF 511 FEET TO THE CENTER LINE OF COUNTY ROAD, KNOWN AS LONE TREE ROAD; THENCE EASTERLY ALONG THE CENTER LINE OF SAID ROAD A DISTANCE OF 663.7 FEET TO THE EAST LINE OF SAID SECTION; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION TO THE POINT OF BEGINNING. EXCEPT THE EAST 33 FEET THEREOF. TEMPORARY EASEMENT CONTAINS 747 SQUARE FEET.

This easement shall be temporary in nature, terminating upon the completion of the Project. Shall benefit and shall be binding upon Grantor and Grantee, and their respective

Item G.2.i.

STATE OF IOWA)
) ss.
COUNTY OF BLACK HAWK)

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

Notary Public in and for the State of Iowa

My Commission Expires: _____

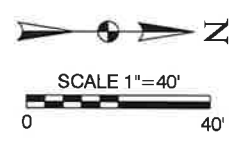
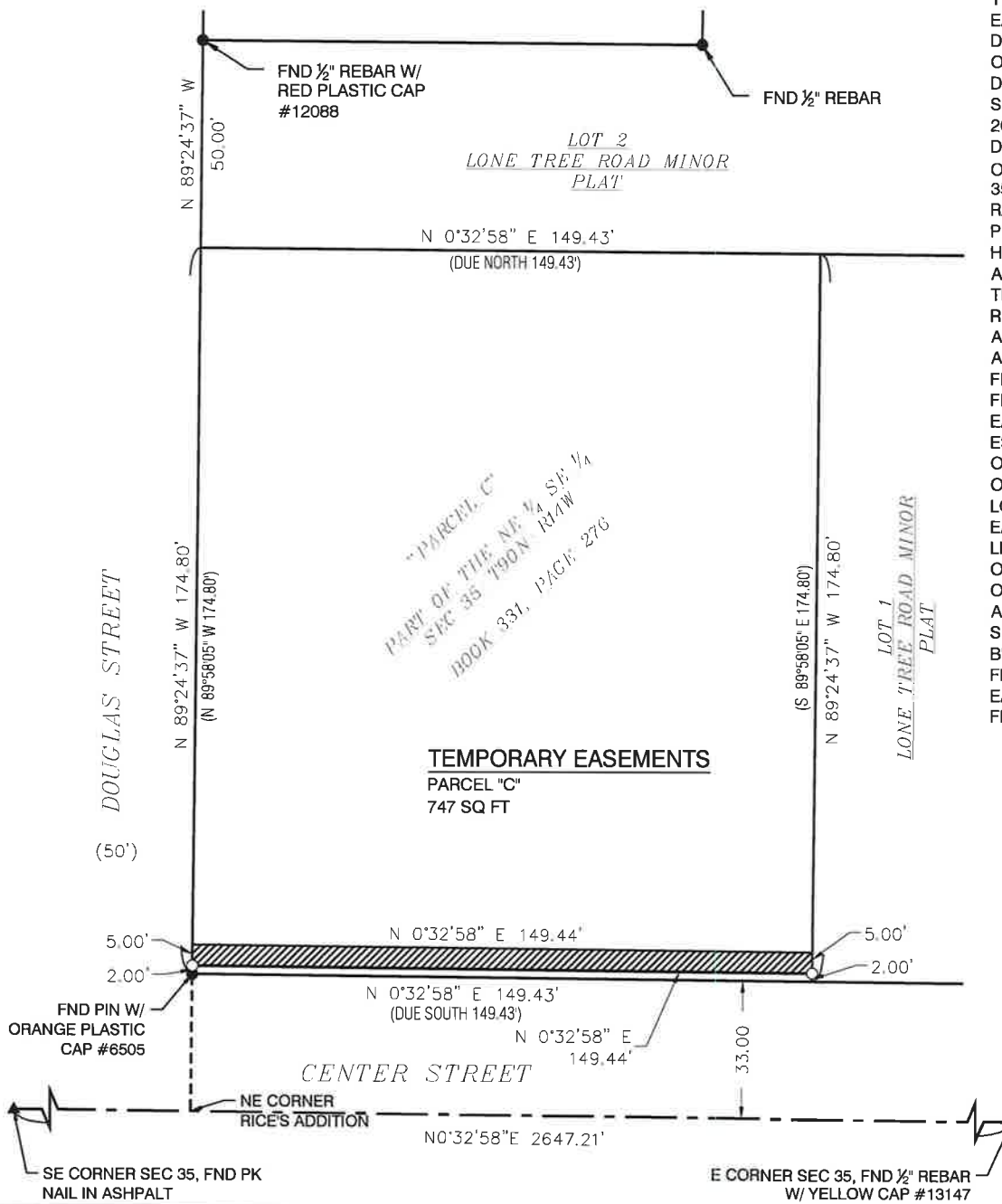
PREPARED BY - CLAPSADDLE-GARBER ASSOCIATES, INC. 16 EAST MAIN STREET, P.O. BOX 754, MARSHALLTOWN, IOWA 50158 - PHONE 641-752-6701

CITY OF CEDAR FALLS, IOWA
TEMPORARY EASEMENTS PLAT PARCEL #24
ADDRESS: 2728 CENTER ST.
EXHIBIT "A"



COUNTY BLACK HAWK COUNTY STATE CONTROL NO. _____
 PROJECT NO. TAP-U-1185(651)--8I-07 PARCEL NO. 9014-35-426-018
 SECTION 35 TOWNSHIP 90N RANGE 14W
 ROW-FEE _____ SF, EASE 747 SF, BORROW _____ AC, EXCESS-FEE _____ AC
 ACQUIRED FROM ADIL LLC

DESCRIPTION
 THE EAST 7 FEET EXCEPT THE EAST 2 FEET OF THE FOLLOWING DESCRIBED PARCEL: PARCEL "C" OF PLAT OF SURVEY 331 MISC 674 DESCRIBED AS FOLLOWS: THE SOUTH 149.43 FEET OF THE EAST 207.8 FEET OF THE FOLLOWING DESCRIBED PARCEL: THAT PART OF THE NE 1/4 SE 1/4 OF SECTION NO. 35, TOWNSHIP NO. 90 NORTH, RANGE NO. 14 WEST OF THE FIFTH PRINCIPAL MERIDIAN, BLACK HAWK COUNTY, IOWA, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF RICE'S ADDITION; THENCE WEST ALONG THE NORTH LINE OF SAID ADDITION A DISTANCE OF 659.5 FEET TO AN OLD ESTABLISHED FENCE; THENCE NORTH 00°15' EAST ALONG SAID OLD ESTABLISHED FENCE A DISTANCE OF 511 FEET TO THE CENTER LINE OF COUNTY ROAD, KNOWN AS LONE TREE ROAD; THENCE EASTERLY ALONG THE CENTER LINE OF SAID ROAD A DISTANCE OF 663.7 FEET TO THE EAST LINE OF SAID SECTION; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION TO THE POINT OF BEGINNING. EXCEPT THE EAST 33 FEET THEREOF. TEMPORARY EASEMENT CONTAINS 747 SQUARE FEET.



- LEGEND**
- ▲ GOVERNMENT CORNER MONUMENT FOUND
 - △ GOVERNMENT CORNER MONUMENT SET 1/2" x 24" REBAR w/YELLOW PLASTIC ID CAP #21428
 - CORNER MONUMENT FOUND
 - SET 1/2" x 24" REBAR w/YELLOW PLASTIC ID CAP #21428
 - () RECORDED AS

DRAWN BY KNW DATE 6/6/2017
 SCALE 1"=30' PROJECT NO. 1656.05

Part II - TO BE COMPLETED BY THE ASSESSOR

Assessed values must be as of January 1 of the year in which the sale occurred.

SECTION A: SINGLE CLASSIFICATION

Primary Classification: Residential (4); Commercial (5); Industrial (2); Agricultural (1); Multi-residential (7)

City/Township: Occupancy:

Primary Parcel Number: Year Built:

Class	Land	Building	Dwelling
Res	<input type="text"/> .00	<input type="text"/> .00	<input type="text"/> .00
Com	<input type="text"/> .00	<input type="text"/> .00	
Ind	<input type="text"/> .00	<input type="text"/> .00	
Ag	<input type="text"/> .00	<input type="text"/> .00	<input type="text"/> .00
MultiRes	<input type="text"/> .00	<input type="text"/> .00	<input type="text"/> .00

Subtotal .00

SECTION B: DUAL CLASSIFICATION

Primary Classification: Commercial (5); Industrial (2); Multi-residential (7)

City/Township: Occupancy:

Primary Parcel Number: Year Built:

Class	Land	Building	Dwelling
Com	<input type="text"/> .00	<input type="text"/> .00	
Ind	<input type="text"/> .00	<input type="text"/> .00	
MultiRes	<input type="text"/> .00	<input type="text"/> .00	<input type="text"/> .00

Subtotal .00

Total: Add Subtotal amounts from Sections A and B .00

Enter amount from line 3, page 1 .00

Ratio: Divide Total amount by the amount on line 3, page 1 %

NUTC

Jurisdiction

Comments:

Item G.2.i.

Addendum

Legal Description

The East 2 feet of Parcel "C" of the Plat of Survey 331 Misc 647 being the South 149.43 feet of the East 207.8 feet of the following described parcel:

That part of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 35, Township 90 North, Range 14 West of the 5th P.M., Black Hawk County, Iowa, described as follows:

Commencing at the Northeast corner of Rice's Addition; thence West along the North line of said Addition a distance of 659.5 feet to an old established fence; thence North 00°15' East along said old established fence a distance of 511 feet to the center line of the County Road, known as Lone Tree Road; thence Easterly along the center line of said Road a distance of 663.7 feet to the East line of said Section; thence South along the East line of said Section to the point of beginning.

Except the East 33 feet thereof.

Subject to Easements of record.

REAL ESTATE TRANSFER - GROUNDWATER HAZARD STATEMENT
TO BE COMPLETED BY TRANSFEROR

TRANSFEROR:

Name Adil, LLC
Address 2728 Center Street, Cedar Falls, IA 50613
Number and Street or RR City, Town or P.O. State Zip

TRANSFeree:

Name City of Cedar Falls, Iowa
Address 220 Clay Street, Cedar Falls, IA 50613
Number and Street or RR City, Town or P.O. State Zip

Address of Property Transferred:
2728 Center Street, Cedar Falls, IA 50613
Number and Street or RR City, Town or P.O. State Zip

Legal Description of Property: (Attach if necessary) See Addendum

1. Wells (check one)

- There are no known wells situated on this property.
- There is a well or wells situated on this property. The type(s), location(s) and legal status are stated below or set forth on an attached separate sheet, as necessary.

2. Solid Waste Disposal (check one)

- There is no known solid waste disposal site on this property.
- There is a solid waste disposal site on this property and information related thereto is provided in Attachment #1, attached to this document.

3. Hazardous Wastes (check one)

- There is no known hazardous waste on this property.
- There is hazardous waste on this property and information related thereto is provided in Attachment #1, attached to this document.

4. Underground Storage Tanks (check one)

- There are no known underground storage tanks on this property. (Note exclusions such as small farm and residential motor fuel tanks, most heating oil tanks, cisterns and septic tanks, in instructions.)
- There is an underground storage tank on this property. The type(s), size(s) and any known substance(s) contained are listed below or on an attached separate sheet, as necessary.

Addendum

Legal Description

The East 2 feet of Parcel "C" of the Plat of Survey 331 Misc 647 being the South 149.43 feet of the East 207.8 feet of the following described parcel:

That part of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 35, Township 90 North, Range 14 West of the 5th P.M., Black Hawk County, Iowa, described as follows:

Commencing at the Northeast corner of Rice's Addition; thence West along the North line of said Addition a distance of 659.5 feet to an old established fence; thence North 00°15' East along said old established fence a distance of 511 feet to the center line of the County Road, known as Lone Tree Road; thence Easterly along the center line of said Road a distance of 663.7 feet to the East line of said Section; thence South along the East line of said Section to the point of beginning.

Except the East 33 feet thereof.

Subject to Easements of record.

Item G.2.i.



PARTIAL RELEASE OF REAL ESTATE MORTGAGE

THE IOWA STATE BAR ASSOCIATION

Official Form No. 130

Recorder's Cover Sheet

Preparer Information: (Name, address and phone number)

Kevin Rogers, City Attorney, 220 Clay Street, Cedar Falls, IA 50613, Phone: (319) 243-2713

Taxpayer Information: (Name and complete address)

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

Return Document To: (Name and complete address)

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

Grantors:

Midwest One Bank

Grantees:

Adil, LLC

Legal description: See Addendum

Document or instrument number of previously recorded documents:



PARTIAL RELEASE OF REAL ESTATE MORTGAGE

The undersigned, the present owner(s) of the mortgage hereinafter described, for valuable consideration, receipt of which is hereby acknowledged, do hereby acknowledge that the following described real estate situated in Black Hawk County, Iowa, to wit: See Addendum

is hereby released from the lien of the real estate mortgage, executed by Adil, LLC dated February 13, 2013, recorded in the records of the Office of the Recorder of the County of Black Hawk, State of Iowa, recorded as document reference number #2013-17151, specifically reserving and retaining the mortgage lien and all mortgage rights against all of the remaining property embraced in the mortgage above described.

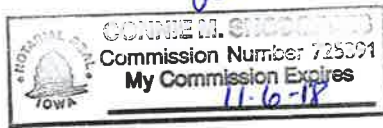
Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural, and as masculine, feminine or neuter gender, according to the context.

Dated 3-15-18

Jesse Gleason and Ryan Troym Regional Credit Officers 2nd VP Midwest One Bank

REPRESENTATIVE CAPACITY ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF Black Hawk. This record was acknowledged before me on 3-15-18 by Jesse Gleason and Ryan Troym as Regional Credit Officers & 2nd Vice President of Midwest One Bank



Signature of Notary Public

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____, COUNTY OF _____. This record was acknowledged before me on _____, by _____

Signature of Notary Public

NOTE: For complete release of real estate mortgage, see ISBA Form No. 129.

Item G.2.i.

Addendum

Legal Description

The East 2 feet of Parcel "C" of the Plat of Survey 331 Misc 647 being the South 149.43 feet of the East 207.8 feet of the following described parcel:

That part of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 35, Township 90 North, Range 14 West of the 5th P.M., Black Hawk County, Iowa, described as follows:

Commencing at the Northeast corner of Rice's Addition; thence West along the North line of said Addition a distance of 659.5 feet to an old established fence; thence North 00°15' East along said old established fence a distance of 511 feet to the center line of the County Road, known as Lone Tree Road; thence Easterly along the center line of said Road a distance of 663.7 feet to the East line of said Section; thence South along the East line of said Section to the point of beginning.

Except the East 33 feet thereof.

Subject to Easements of record.



WARRANTY DEED
(CORPORATE/BUSINESS ENTITY GRANTOR)
THE IOWA STATE BAR ASSOCIATION
Official Form No. 335
Recorder's Cover Sheet

Preparer Information: (Name, address and phone number)

Kevin Rogers, City Attorney, 220 Clay Street, Cedar Falls, IA 50613, (319) 243-2713

Taxpayer Information: (Name and complete address)

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

Return Document To: (Name and complete address)

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

Grantors:

L & D Investment Properties, L.C.

Grantees:

City of Cedar Falls, Iowa

Legal description:

Document or instrument number of previously recorded documents:

Item G.2.i.



**WARRANTY DEED
(CORPORATE/BUSINESS ENTITY GRANTOR)**

For the consideration of One Dollar(s) and other valuable consideration, L & D Investment Properties, L.C., a(n) Iowa Limited Liability Company organized and existing under the laws of Iowa does hereby Convey to City of Cedar Falls, Iowa

the following described real estate in Black Hawk County, Iowa:
The East 2 feet of Lot 1, "Lone Tree Road Minor Plat, Cedar Falls, Iowa" recorded in 342 Misc 488 and being a part of the Northeast Quarter of the Southeast Quarter of Section 35, Township 90 North, Range 14 West of the 5th P.M., Black Hawk County, Iowa. Subject to Easements of record.

This deed is exempt according to Iowa Code 428A.2(21).

The grantor hereby covenants with grantees, and successors in interest, that it holds the real estate by title in fee simple; that it has good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances, except as may be above stated; and it covenants to Warrant and Defend the real estate against the lawful claims of all persons, except as may be above stated.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, according to the context.

Dated on 3/7/2018.

L & D Investment Properties, L.C., a(n) Iowa Limited Liability Company

By *David M. Nordyke*
David M. Nordyke, Managing Member

By _____

STATE OF IOWA, COUNTY OF BLACK HAWK

This record was acknowledged before me on 3/7/2018, by David M. Nordyke as Managing Member of L & D Investment Properties, L.C.



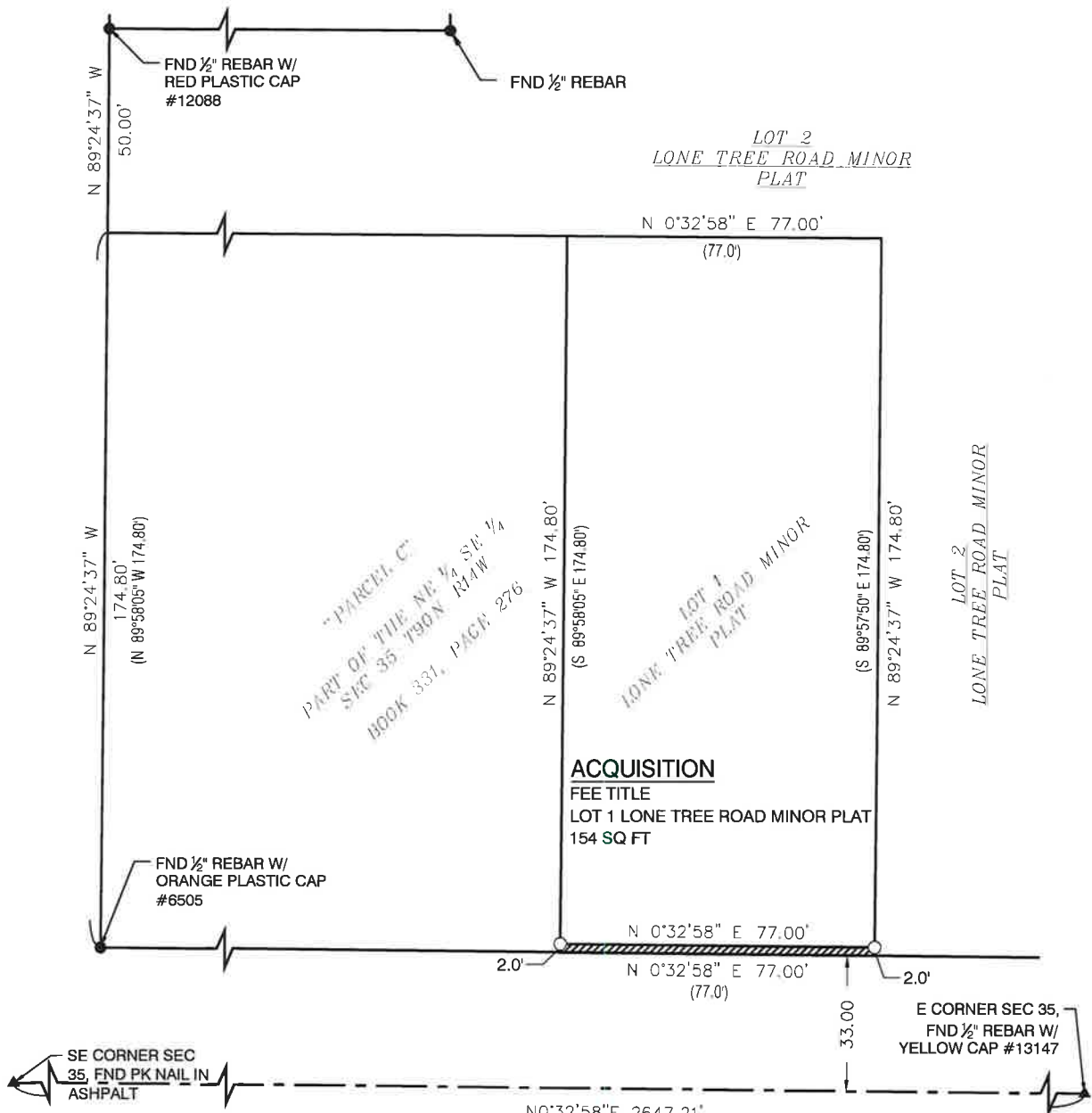
Terra Ray
Signature of Notary Public

PREPARED BY - CLAPSADDLE-GARBER ASSOCIATES, INC., 16 EAST MAIN STREET, P.O. BOX 754, MARSHALLTOWN, IOWA 50158 - PHONE 641-752-6701

CITY OF CEDAR FALLS, IOWA
ACQUISITION PLAT PARCEL #25
ADDRESS: 2806 CENTER ST.
EXHIBIT "A"

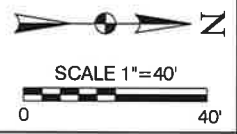


COUNTY BLACK HAWK COUNTY STATE CONTROL NO. _____
 PROJECT NO. TAP-U-1185(651)--8I-07 PARCEL NO. 9014-35-426-027
 SECTION 35 TOWNSHIP 90N RANGE 14W
 ROW-FEE 154 SF, EASE _____ AC, BORROW _____ AC, EXCESS-FEE _____ AC
 ACQUIRED FROM L & D INVESTMENT



DESCRIPTION

THE EAST 2 FEET OF LOT 1, LONE TREE ROAD MINOR PLAT, CEDAR FALLS, IOWA, AS RECORDED ON APRIL 26, 2001, IN MISCELLANEOUS BOOK 342, PAGE 488. A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION NO. 35, TOWNSHIP NO. 90, RANGE NO. 14 WEST OF THE PRINCIPAL MERIDIAN. PARCEL CONTAINS 154 SQUARE FEET.



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly Licensed Professional Land Surveyor under the laws of the State of Iowa.

Aaron L. Mueller 1/26/2018
 Aaron L. Mueller, PLS date
 Iowa License Number 21428
 My License Renewal Date is December 31, 2018
 Pages or sheets covered by this seal: THIS SHEET

LEGEND
 ▲ GOVERNMENT CORNER MONUMENT FOUND
 △ GOVERNMENT CORNER MONUMENT SET 1/2" x 24" REBAR w/YELLOW PLASTIC ID CAP #21428
 ● CORNER MONUMENT FOUND
 ○ SET 1/2" x 24" REBAR w/YELLOW PLASTIC ID CAP #21428
 () RECORDED AS

DRAWN BY KNW DATE 5/20/2017
 SCALE 1"=40' PROJECT NO. 1656.05

\\1656.dwg:Survey\Acquisition Plats\1656-25-2806 Center Street.dwg - 2806 Center St. - 11-29-17 - 2:10pm - knw321

Item G.2.i.

Prepared by: Terra Ray, 220 Clay Street, Cedar Falls, IA 50613 (319) 243-2711

TEMPORARY EASEMENT AGREEMENT

The undersigned L & D Investment Properties, L.C. an Iowa Limited Liability Company, (hereinafter "Grantor"), in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey to the City of Cedar Falls, Iowa (hereinafter "Grantee"), its successors and assigns, a temporary easement over, under, and across the real estate legally described below, for purposes of construction, reconstruction, replacement, operation and maintenance of the Center Street Recreational Trail Project, together with the right of ingress to and egress from the real estate described below, in order to perform all work and do all other things reasonably necessary to exercise all rights granted to Grantee in this easement, provided that such easement shall not unreasonably interfere with grantor's business operation or access thereto.

Said easement is granted over the following described real estate owned by Grantor to-wit:

DESCRIPTION

THE EAST 7 FEET EXCEPT THE EAST 2 FEET OF THE FOLLOWING DESCRIBED PARCEL: LOT 1, LONE TREE ROAD MINOR PLAT, CEDAR FALLS, IOWA, AS RECORDED ON APRIL 26, 2001, IN MISCELLANEOUS BOOK 342, PAGE 488. A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION NO. 35, TOWNSHIP NO. 90, RANGE NO. 14 WEST OF THE PRINCIPAL MERIDIAN. TEMPORARY EASEMENT CONTAINS 385 SQUARE FEET.

This easement shall be temporary in nature, terminating upon the completion of the Project. Shall benefit and shall be binding upon Grantor and Grantee, and their respective heirs, personal representatives, successors and assigns, and shall constitute a covenant that runs with the Grantor's land.

Upon completion of any construction or maintenance work undertaken by Grantee upon the above-described real estate, the Grantee shall be required to replace or restore any and all damage to said real estate resulting from said construction or maintenance work as is reasonable under the circumstances.

L & D Investment Properties, L.C., an Iowa Limited Liability Company

By David M. Nozdyke

Its MEMBER

STATE OF IOWA)
) ss.
COUNTY OF BLACK HAWK)

This instrument was acknowledged before me on 7 day of MARCH, 2018, by DAVID NOZDYKE as MEMBER of L & D Investment Properties, L.C..

Yuley
Notary Public in and for the State of IOWA

My Commission Expires: 1-23-21



ACCEPTANCE OF EASEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Easement.

Dated this _____ day of _____, 2018.

CITY OF CEDAR FALLS, IOWA

James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC
City Clerk

STATE OF IOWA)
) ss.
COUNTY OF BLACK HAWK)

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

Notary Public in and for the State of Iowa

My Commission Expires: _____

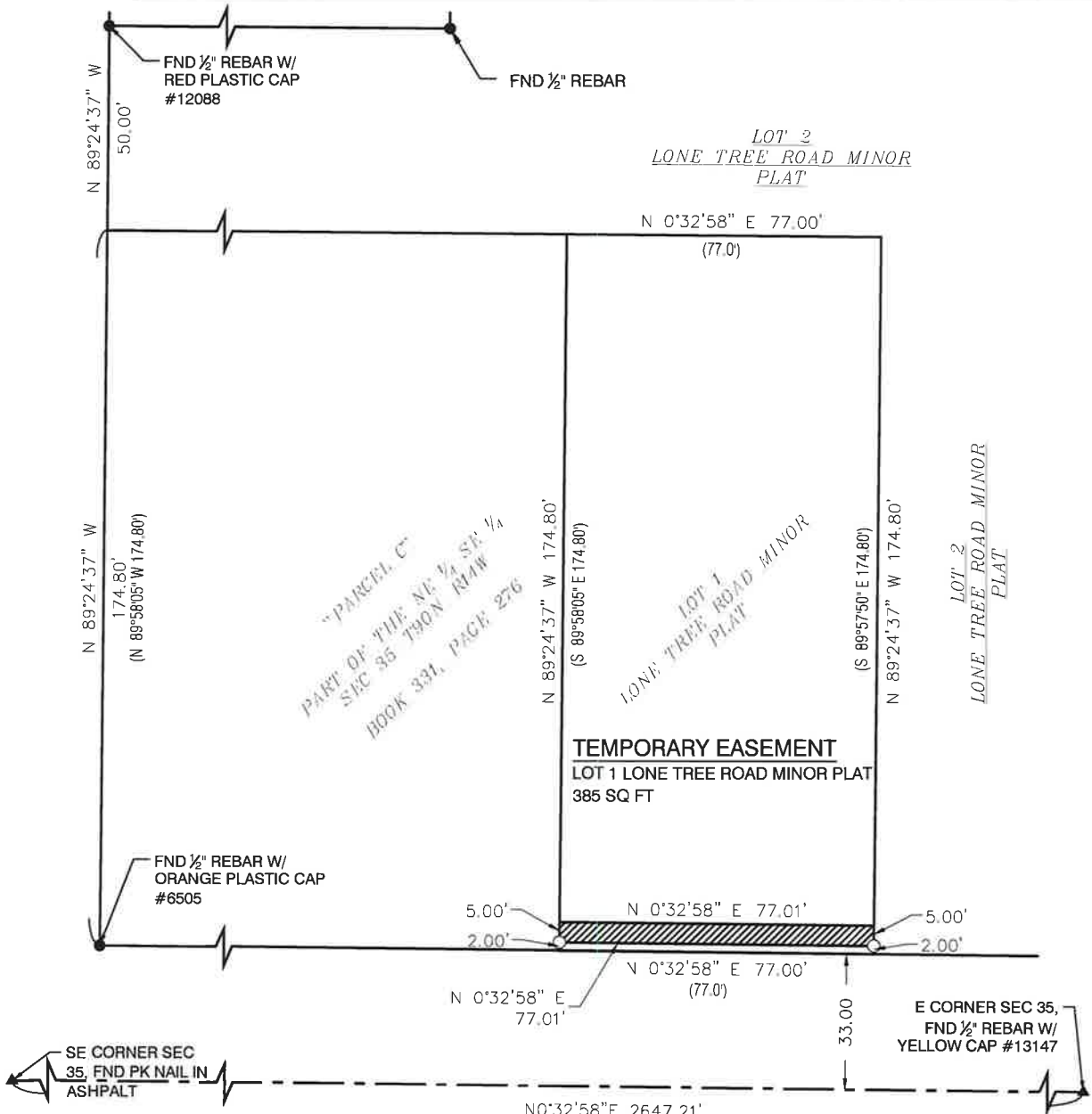
Item G.2.i.

PREPARED BY - CLAPSADDLE-GARBER ASSOCIATES, INC. 16 EAST MAIN STREET, P.O. BOX 754, MARSHALLTOWN, IOWA 50158 - PHONE 641-752-6701

CITY OF CEDAR FALLS, IOWA TEMPORARY EASEMENTS PLAT PARCEL #25 ADDRESS: 2806 CENTER ST. EXHIBIT "A"

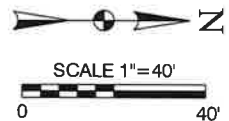


COUNTY BLACK HAWK COUNTY STATE CONTROL NO. _____
 PROJECT NO. TAP-U-1185(651)--8I-07 PARCEL NO. 9014-35-426-027
 SECTION 35 TOWNSHIP 90N RANGE 14W
 ROW-FEE _____ SF, EASE 385 SF, BORROW _____ AC, EXCESS-FEE _____ AC
 ACQUIRED FROM L & D INVESTMENT



DESCRIPTION

THE EAST 7 FEET EXCEPT THE EAST 2 FEET OF THE FOLLOWING DESCRIBED PARCEL: LOT 1, LONE TREE ROAD MINOR PLAT, CEDAR FALLS, IOWA, AS RECORDED ON APRIL 26, 2001, IN MISCELLANEOUS BOOK 342, PAGE 488. A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION NO. 35, TOWNSHIP NO. 90, RANGE NO. 14 WEST OF THE PRINCIPAL MERIDIAN. TEMPORARY EASEMENT CONTAINS 385 SQUARE FEET.



LEGEND

- ▲ GOVERNMENT CORNER MONUMENT FOUND
- △ GOVERNMENT CORNER MONUMENT SET 1/2" x 24" REBAR w/YELLOW PLASTIC ID CAP #21428
- CORNER MONUMENT FOUND
- SET 1/2" x 24" REBAR w/YELLOW PLASTIC ID CAP #21428
- () RECORDED AS

DRAWN BY KNW DATE 6/6/2017
 SCALE 1"=40' PROJECT NO. 1656.05



WARRANTY DEED
(CORPORATE/BUSINESS ENTITY GRANTOR)
THE IOWA STATE BAR ASSOCIATION
Official Form No. 335
Recorder's Cover Sheet

Preparer Information: (Name, address and phone number)
Kevin Rogers, City Attorney, 220 Clay Street, Cedar Falls, IA 50613, (319) 243-2713

Taxpayer Information: (Name and complete address)
City Clerk, City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

Return Document To: (Name and complete address)
City Clerk, City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

Grantors:
R & N Investment Properties, L.C., an Iowa
Limited Liability Company

Grantees:
City of Cedar Falls, Iowa

Legal description:

Document or instrument number of previously recorded documents:

Item G.2.i.



**WARRANTY DEED
(CORPORATE/BUSINESS ENTITY GRANTOR)**

For the consideration of One Dollar(s) and other valuable consideration, R & N Investment Properties, L.C., a(n) Iowa Limited Liability Company organized and existing under the laws of Iowa does hereby Convey to City of Cedar Falls, Iowa

the following described real estate in Black Hawk County, Iowa:
The East 2 feet of Lot 2, "Lone Tree Road Minor Plat, Cedar Falls, Iowa" recorded in 342 Misc 488 and being a part of the Northeast Quarter of the Southeast Quarter of Section 35, Township 90 North, Range 14 West of the 5th P.M., Black Hawk County, Iowa. Subject to Easements of record.

This deed is exempt according to Iowa Code 428A.2(21).

The grantor hereby covenants with grantees, and successors in interest, that it holds the real estate by title in fee simple; that it has good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances, except as may be above stated; and it covenants to Warrant and Defend the real estate against the lawful claims of all persons, except as may be above stated.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, according to the context.

Dated on 3/7/2018.

R & N Investment Properties, L.C., a(n) Iowa Limited Liability Company


By 
David Nordyke, Managing Member

By _____

STATE OF IOWA, COUNTY OF BLACK HAWK

This record was acknowledged before me on 3/7/2018, by David Nordyke

as Managing Member
of R & N Investment Properties, L.C.


Signature of Notary Public



Item G.2.i.

Prepared by: Terra Ray, 220 Clay Street, Cedar Falls, IA 50613 (319) 243-2711

TEMPORARY EASEMENT AGREEMENT

The undersigned R & N Investment Properties, L.C. an Iowa Limited Liability Company, (hereinafter "Grantor"), in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey to the City of Cedar Falls, Iowa (hereinafter "Grantee"), its successors and assigns, a temporary easement over, under, and across the real estate legally described below, for purposes of construction, reconstruction, replacement, operation and maintenance of the Center Street Recreational Trail Project, together with the right of ingress to and egress from the real estate described below, in order to perform all work and do all other things reasonably necessary to exercise all rights granted to Grantee in this easement, provided that such easement shall not unreasonably interfere with grantor's business operation or access thereto.

Said easement is granted over the following described real estate owned by Grantor to-wit:

DESCRIPTION

THE EAST 7 FEET EXCEPT THE EAST 2 FEET OF THE FOLLOWING DESCRIBED PARCEL: LOT 2, LONE TREE ROAD MINOR PLAT, CEDAR FALLS, IOWA, AS RECORDED ON APRIL 26, 2001, IN MISCELLANEOUS BOOK 342, PAGE 488. A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION NO. 35, TOWNSHIP NO. 90 NORTH, RANGE NO. 14 WEST OF THE FIFTH PRINCIPAL MERIDIAN. TEMPORARY EASEMENT CONTAINS 645 SQUARE FEET.

This easement shall be temporary in nature, terminating upon the completion of the Project. Shall benefit and shall be binding upon Grantor and Grantee, and their respective heirs, personal representatives, successors and assigns, and shall constitute a covenant that runs with the Grantor's land.

Upon completion of any construction or maintenance work undertaken by Grantee upon the above-described real estate, the Grantee shall be required to replace or restore any and all damage to said real estate resulting from said construction or maintenance work as is reasonable under the circumstances.

R & N Investment Properties, L.C. an Iowa Limited Liability Company

By David M Nurdyke

Its MEMBER

STATE OF IOWA)
) ss.
COUNTY OF BLACK HAWK)

This instrument was acknowledged before me on 7 day of March, 2018, by DAVID Nurdyke as MEMBER of R & N Investment Properties, L.C..

Terra Ray
Notary Public in and for the State of IOWA

My Commission Expires: 1-23-21



ACCEPTANCE OF EASEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Easement.

Dated this _____ day of _____, 2018.

CITY OF CEDAR FALLS, IOWA

James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC
City Clerk

STATE OF IOWA)
) ss.
COUNTY OF BLACK HAWK)

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

Notary Public in and for the State of Iowa

My Commission Expires: _____



WARRANTY DEED
THE IOWA STATE BAR ASSOCIATION
Official Form No. 101
Recorder's Cover Sheet

Preparer Information: (Name, address and phone number)

Kevin Rogers, City Attorney, 220 Clay Street, Cedar Falls, IA 50613, Phone: (319) 243-2713

Taxpayer Information: (Name and complete address)

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

Return Document To: (Name and complete address)

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

Grantors:

Michael O. Mauer

Grantees:

City of Cedar Falls, Iowa

Legal description: See Page 2

Document or instrument number of previously recorded documents:

Item G.2.i.



WARRANTY DEED

For the consideration of One Dollar(s) and other valuable consideration, Michael O. Mauer, a single person do hereby Convey to City of Cedar Falls, Iowa

the following described real estate in Black Hawk County, Iowa: The East 2 feet of Lot 19, "Bruhn's Subdivision of a part of Northeast Quarter of the Northeast Quarter of Section 2, Township 89 North, Range 12, West of the 5th P.M., Black Hawk County, Iowa".

This deed is exempt according to Iowa Code 428A.2(21).

Grantors do Hereby Covenant with grantees, and successors in interest, that grantors hold the real estate by title in fee simple; that they have good and lawful authority to sell and Convey the real estate; that the real estate is free and clear of all liens and encumbrances except as may be above stated; and grantors Covenant to Warrant and Defend the real estate against the lawful claims of all persons except as may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate. Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated on 5-9-18

Michael O. Mauer (Grantor) (Grantor)

(Grantor) (Grantor)

STATE OF IOWA, COUNTY OF BLACK HAWK This record was acknowledged before me on 5-2-18, by Michael O. Mauer, a single person



Signature of Notary Public

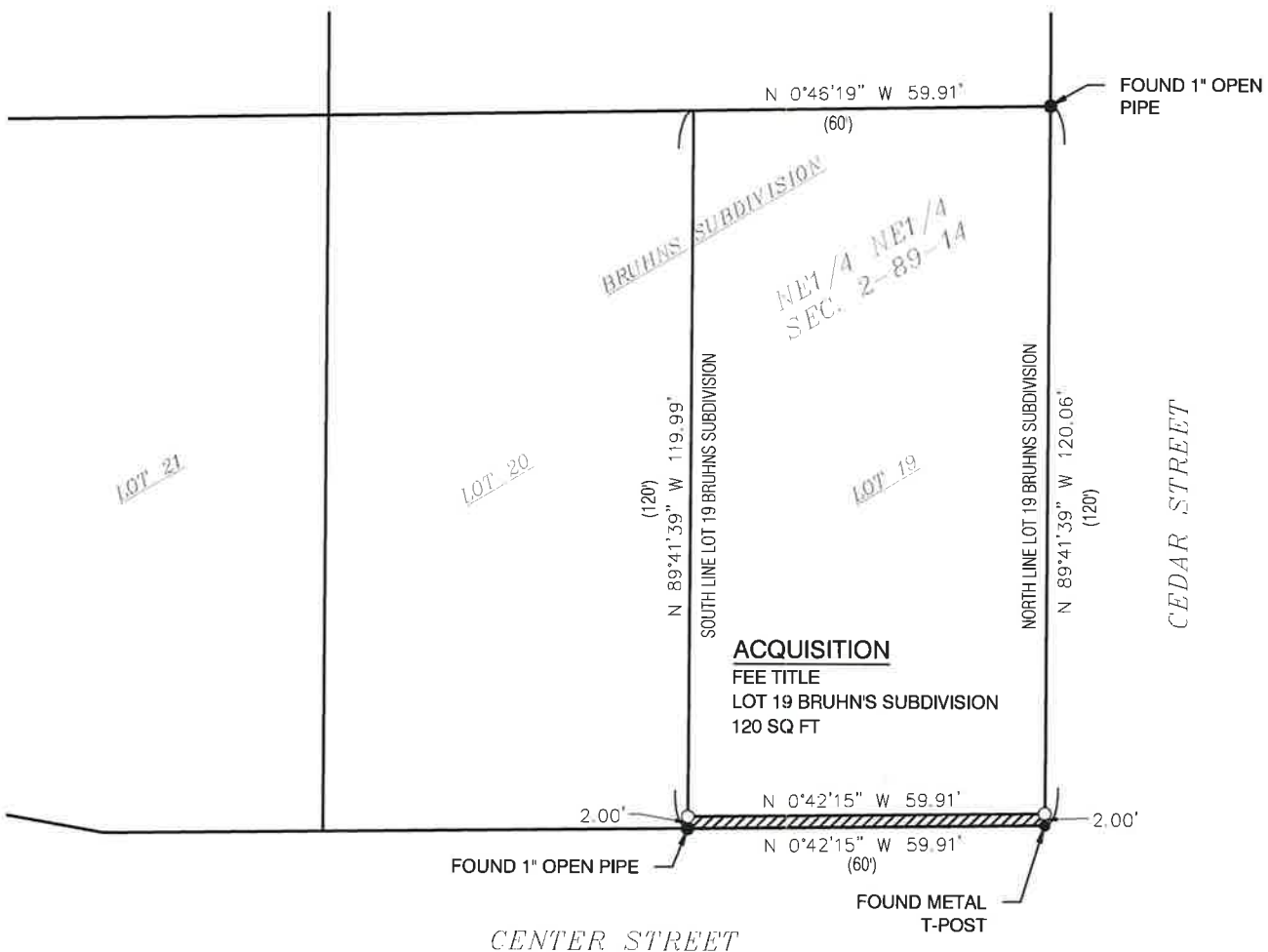
PREPARED BY - CLAPSADDLE-GARBER ASSOCIATES, INC., 16 EAST MAIN STREET, P.O. BOX 754, MARSHALLTOWN, IOWA 50158 - PHONE 641-752-6701

CITY OF CEDAR FALLS, IOWA

**ACQUISITION PLAT PARCEL #3
ADDRESS: 2112 CENTER ST.
EXHIBIT "A"**

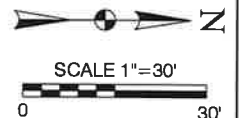


COUNTY BLACK HAWK COUNTY STATE CONTROL NO. _____
 PROJECT NO. TAP-U-1185(651)--8I-07 PARCEL NO. 8914-02-235-003
 SECTION 2 TOWNSHIP 89N RANGE 14W
 ROW-FEE 120 SF, EASE _____ AC, BORROW _____ AC, EXCESS-FEE _____ AC
 ACQUIRED FROM MICHAEL MAUER



DESCRIPTION

THE EAST 2 FEET OF LOT NO. NINETEEN (19) IN BRUHN'S SUBDIVISION OF A PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 89 NORTH, RANGE 14, WEST OF THE 5TH P.M. BLACK HAWK COUNTY, IOWA. PARCEL CONTAINS 120 SQUARE FEET.



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly Licensed Professional Land Surveyor under the laws of the State of Iowa.

Aaron L. Mueller 1/28/2018
 Aaron L. Mueller, PLS date
 Iowa License Number 21428
 My License Renewal Date is December 31, 2018
 Pages or sheets covered by this seal: THIS SHEET

LEGEND

- ▲ GOVERNMENT CORNER MONUMENT FOUND
- △ GOVERNMENT CORNER MONUMENT SET 1/2" x 24" REBAR w/YELLOW PLASTIC ID CAP #21428
- CORNER MONUMENT FOUND
- SET 1/2" x 24" REBAR w/YELLOW PLASTIC ID CAP #21428
- () RECORDED AS

DRAWN BY KNW DATE 5/10/2017
 SCALE 1"=30' PROJECT NO. 1656.05

Item G.2.i.

Prepared by: Terra Ray, 220 Clay Street, Cedar Falls, IA 50613 (319) 243-2711

TEMPORARY EASEMENT AGREEMENT

The undersigned Michael Mauer, (hereinafter "Grantor"), in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey to the City of Cedar Falls, Iowa (hereinafter "Grantee"), its successors and assigns, a temporary easement over, under, and across the real estate legally described below, for purposes of construction, reconstruction, replacement, operation and maintenance of the Center Street Recreational Trail Project, together with the right of ingress to and egress from the real estate described below, in order to perform all work and do all other things reasonably necessary to exercise all rights granted to Grantee in this easement, provided that such easement shall not unreasonably interfere with grantor's business operation or access thereto.

Said easement is granted over the following described real estate owned by Grantor to-wit:

DESCRIPTION

THE EAST 7 FEET EXCEPT THE EAST 2 FEET OF LOT NO. NINETEEN (19) IN BRUHN'S SUBDIVISION OF A PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 89 NORTH, RANGE 14, WEST OF THE 5TH P.M. BLACK HAWK COUNTY, IOWA. TEMPORARY EASEMENT CONTAINS 300 SQUARE FEET.

This easement shall be temporary in nature, terminating upon the completion of the Project. Shall benefit and shall be binding upon Grantor and Grantee, and their respective heirs, personal representatives, successors and assigns, and shall constitute a covenant that runs with the Grantor's land.

Upon completion of any construction or maintenance work undertaken by Grantee upon the above-described real estate, the Grantee shall be required to replace or restore any and all damage to said real estate resulting from said construction or maintenance work as is reasonable under the circumstances.

By 
Michael Mauer

STATE OF Iowa)
) ss.
COUNTY OF Black Hawk)

This instrument was acknowledged before me on 2 day of May, 2018, by Michael Mauer.

Terra Ray

Notary Public in and for the State of Iowa

My Commission Expires: 1-23-21



ACCEPTANCE OF EASEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Easement.

Dated this _____ day of _____, 2018.

CITY OF CEDAR FALLS, IOWA

James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC
City Clerk

STATE OF IOWA)
) ss.
COUNTY OF BLACK HAWK)

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

Notary Public in and for the State of Iowa

My Commission Expires: _____

Item G.2.i.

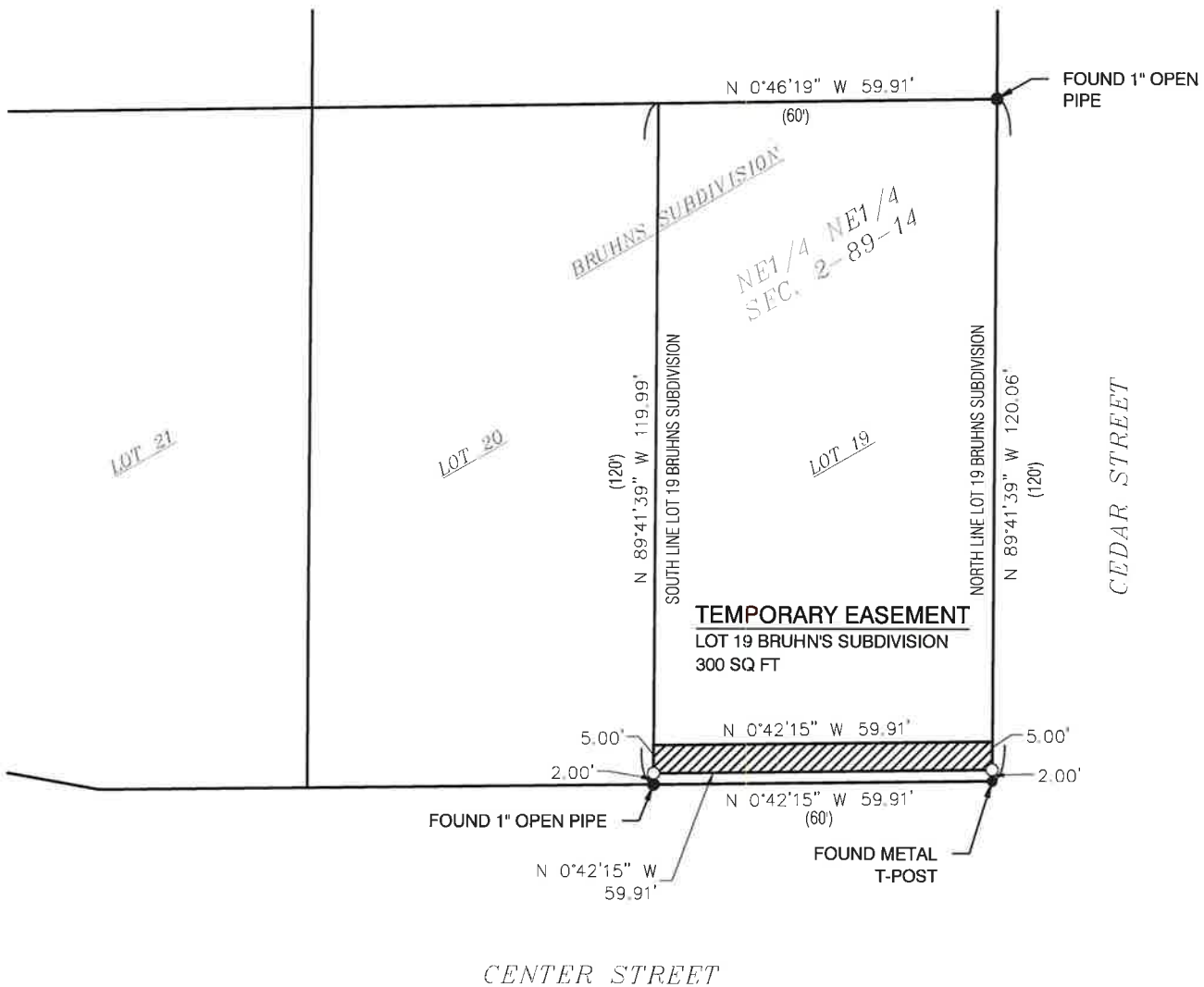
PREPARED BY - CLAPSADDLE-GARBER ASSOCIATES, INC. 16 EAST MAIN STREET, P.O. BOX 754, MARSHALLTOWN, IOWA 50158 - PHONE 641-752-6701

CITY OF CEDAR FALLS, IOWA

TEMPORARY EASEMENT PARCEL #3
ADDRESS: 2112 CENTER ST.
EXHIBIT "A"

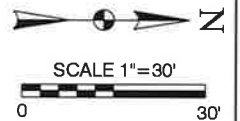


COUNTY BLACK HAWK COUNTY STATE CONTROL NO. _____
PROJECT NO. TAP-U-1185(651)--8I-07 PARCEL NO. 8914-02-235-003
SECTION 2 TOWNSHIP 89N RANGE 14W
ROW-FEE _____ SF, EASE 300 AC, BORROW _____ AC, EXCESS-FEE _____ AC
ACQUIRED FROM MICHAEL MAUER



DESCRIPTION

THE EAST 7 FEET EXCEPT THE EAST 2 FEET OF LOT NO. NINETEEN (19) IN BRUHN'S SUBDIVISION OF A PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 89 NORTH, RANGE 14, WEST OF THE 5TH P.M. BLACK HAWK COUNTY, IOWA. TEMPORARY EASEMENT CONTAINS 300 SQUARE FEET.



LEGEND

- ▲ GOVERNMENT CORNER MONUMENT FOUND
- △ GOVERNMENT CORNER MONUMENT SET 1/2" x 24" REBAR w/YELLOW PLASTIC ID CAP #21428
- CORNER MONUMENT FOUND
- SET 1/2" x 24" REBAR w/YELLOW PLASTIC ID CAP #21428
- () RECORDED AS

DRAWN BY KNW DATE 6/6/2017
SCALE 1"=30' PROJECT NO. 1656.05

IN THE IOWA DISTRICT COURT IN AND FOR BLACK HAWK COUNTY

STATE OF IOWA, ex rel.,
DANIEL M. NIELSEN AND
LILLIAN P. NIELSEN,
Petitioner,
vs.
MICHAEL O. MAUER,
Respondent.

No. DRCV088028
CSC# 484348

RELEASE OF PROPERTY
FROM LIEN OF JUDGMENT

STATE OF IOWA, COUNTY OF BLACK HAWK, ss.

I, Anna K. Nielsen, being first duly sworn, do on oath depose and state as follows:

1. That I am Anna K. Nielsen, mother and next friend of Daniel M. Nielsen and Lillian P. Nielsen, minors and Petitioners in the above-entitled paternity proceedings.

2. That on behalf of said minors, I hereby release the following described property owned by Michael O. Mauer, from the lien of any and all judgments for child support, temporary and permanent attorney fees, court costs, and any and all other sums due the undersigned from Michael O. Mauer, past, present or future, said real estate being legally described as follows, to-wit:

The East 2 feet of Lot 19, "Bruhn's Subdivision of a part of Northeast Quarter of the Northeast Quarter of Section 2, Township 89 North, Range 12, West of the 5th P.M., Black Hawk County, Iowa".

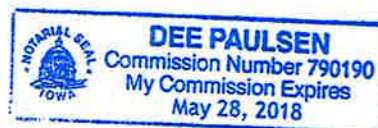
The undersigned hereby authorizes the Clerk of the District Court in and for Black Hawk County, Iowa, to place this Release of Property From Lien of Judgment upon the records in said case. This instrument does not constitute a release and satisfaction of judgment, which judgments remain in full force and effect, except that any such judgment shall not operate as a lien upon the above-described real estate.

Dated this 30 day of April, 2018.

Anna K Nielsen
Anna K. Nielsen

Subscribed and sworn to before me by the said Anna K. Nielsen on this 30th day of April, 2018.

Dee Paulsen
Dee Paulsen, Notary Public
in and for the State of Iowa
My Commission Expires: 4-30-18
5-28-18 *DP*



Item G.2.i.



WARRANTY DEED
THE IOWA STATE BAR ASSOCIATION
Official Form No. 101
Recorder's Cover Sheet

Preparer Information: (Name, address and phone number)

Kevin Rogers, City Attorney, 220 Clay Street, Cedar Falls, IA 50613, Phone: (319) 243-2713

Taxpayer Information: (Name and complete address)

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

Return Document To: (Name and complete address)

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

Grantors:

Zana L. Sproles
Peggy J. Sproles

Grantees:

The City of Cedar Falls, Iowa

Legal description: See Page 2

Document or instrument number of previously recorded documents:



WARRANTY DEED

For the consideration of One Dollar(s) and other valuable consideration, Zana L. Sproles and Peggy J. Sproles, husband and wife do hereby Convey to City of Cedar Falls, Iowa

the following described real estate in

Black Hawk County, Iowa:

The East 2 feet of that part of the Southeast Quarter of the Southeast Quarter of Section 35, Township 90 North, Range 14 West of the 5th P.M., Black Hawk County, Iowa, bounded as follows:

Beginning at a point on the East line of said Section which is 290 feet North of the Southeast Corner thereof; thence West 216.6 feet; thence South 95 feet; thence East 216.6 feet; thence North 95 feet to the point of beginning, except the East 33 feet thereof.

Subject to existing easements of record.

This deed is exempt according to Iowa Code 428A.2(21).

Grantors do Hereby Covenant with grantees, and successors in interest, that grantors hold the real estate by title in fee simple; that they have good and lawful authority to sell and Convey the real estate; that the real estate is free and clear of all liens and encumbrances except as may be above stated; and grantors Covenant to Warrant and Defend the real estate against the lawful claims of all persons except as may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate. Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated on May 2 2018.

[Signature of Zana L. Sproles]
Zana L. Sproles (Grantor)

[Signature of Peggy J. Sproles]
Peggy J. Sproles (Grantor)

(Grantor)

(Grantor)

STATE OF IOWA, COUNTY OF BLACK HAWK

This record was acknowledged before me on 5-2-18, by Zana L. Sproles



[Signature of Notary Public]
Signature of Notary Public

Item G.2.i.

STATE OF IOWA, COUNTY OF BLACK HAWK
This record was acknowledged before me on 5-2-18, by Peggy J. Sproles



Terra Ray
Signature of Notary Public

STATE OF _____, COUNTY OF _____
This record was acknowledged before me on _____, by _____

Signature of Notary Public

STATE OF _____, COUNTY OF _____
This record was acknowledged before me on _____, by _____

Signature of Notary Public

STATE OF _____, COUNTY OF _____
This record was acknowledged before me on _____, by _____

Signature of Notary Public

PREPARED BY - CLAPSADDLE-GARBER ASSOCIATES, INC., 16 EAST MAIN STREET, P.O. BOX 754, MARSHALLTOWN, IOWA 50158 - PHONE 641-752-6701

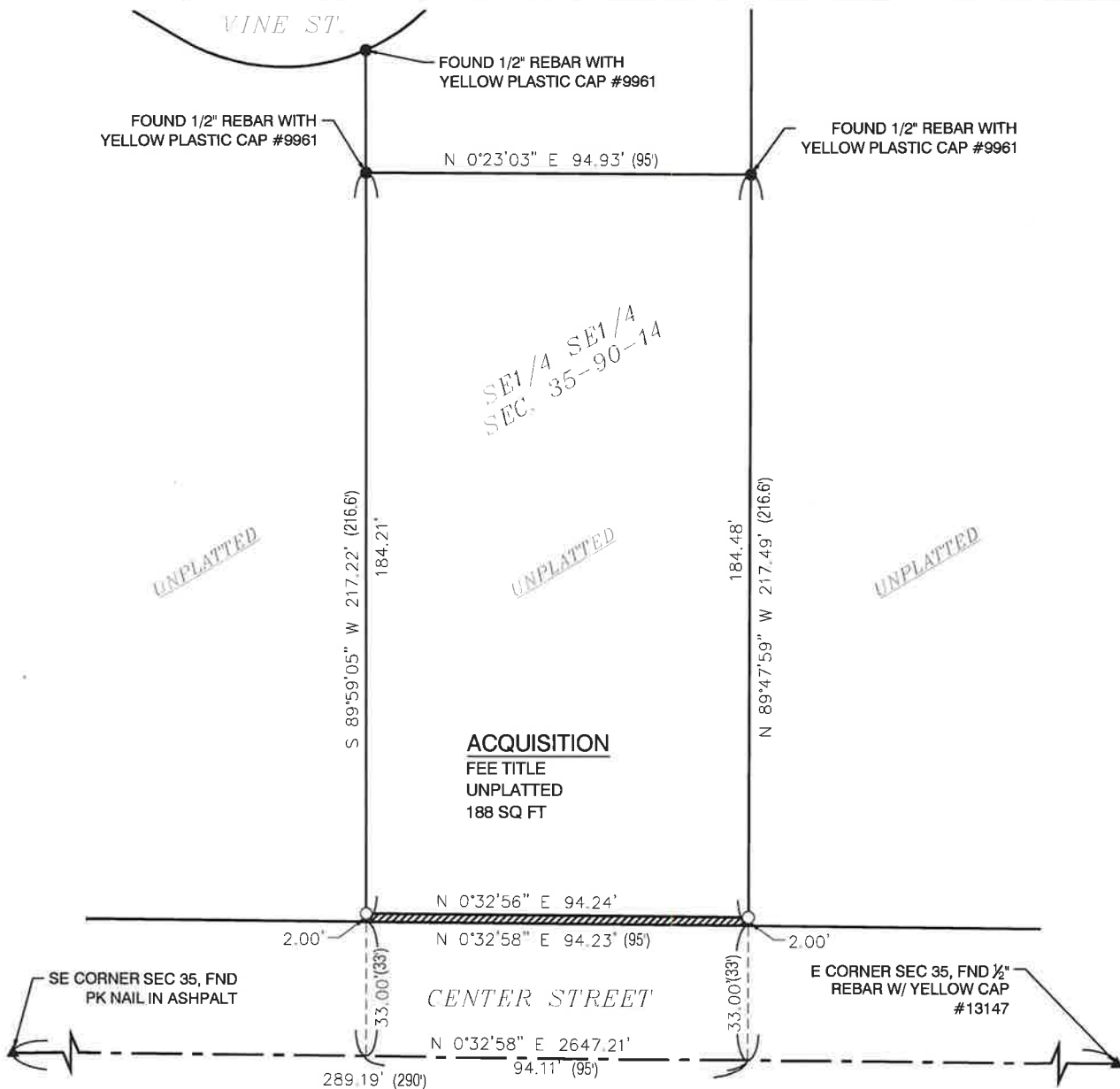
CITY OF CEDAR FALLS, IOWA

ACQUISITION PLAT PARCEL #8
ADDRESS: 2218 CENTER ST.



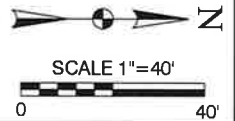
EXHIBIT "A"

COUNTY BLACK HAWK COUNTY STATE CONTROL NO. _____
 PROJECT NO. TAP-U-1185(651)--81-07 PARCEL NO. 9014-35-484-005
 SECTION 35 TOWNSHIP 90N RANGE 14W
 ROW-FEE 188 SF, EASE _____ AC, BORROW _____ AC, EXCESS-FEE _____ AC
 ACQUIRED FROM ZANA SPROLES & PEGGY SPROLES



DESCRIPTION

THE EAST 2 FEET OF THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 90 NORTH, RANGE 14 WEST OF THE 5TH P.M., IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, BOUNDED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF SAID SECTION WHICH IS 290 FEET NORTH OF THE SOUTHEAST CORNER THEREOF; THENCE WEST A DISTANCE OF 216.6 FEET; THENCE SOUTH A DISTANCE OF 95 FEET; THENCE EAST A DISTANCE OF 216.6 FEET; THENCE NORTH A DISTANCE OF 95 FEET TO THE POINT OF BEGINNING; EXCEPT THE EAST 33 FEET THEREOF. PARCEL CONTAINS 188 SQUARE FEET.



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly Licensed Professional Land Surveyor under the laws of the State of Iowa.

Aaron L. Mueller 1/26/2018
 Aaron L. Mueller, PLS date
 Iowa License Number 21428
 My License Renewal Date is December 31, 2018
 Pages or sheets covered by this seal: THIS SHEET

LEGEND

- ▲ GOVERNMENT CORNER MONUMENT FOUND
- △ GOVERNMENT CORNER MONUMENT SET 1/2" x 24" REBAR w/YELLOW PLASTIC ID CAP #21428
- CORNER MONUMENT FOUND
- SET 1/2" x 24" REBAR w/YELLOW PLASTIC ID CAP #21428
- () RECORDED AS

DRAWN BY KNW DATE 5/10/2017
 SCALE 1"=40' PROJECT NO. 1656.05

Item G.2.i.

Prepared by: Terra Ray, 220 Clay Street, Cedar Falls, IA 50613 (319) 243-2711

TEMPORARY EASEMENT AGREEMENT

The undersigned Zana and Peggy Sproles, (hereinafter "Grantor"), in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey to the City of Cedar Falls, Iowa (hereinafter "Grantee"), its successors and assigns, a temporary easement over, under, and across the real estate legally described below, for purposes of construction, reconstruction, replacement, operation and maintenance of the Center Street Recreational Trail Project, together with the right of ingress to and egress from the real estate described below, in order to perform all work and do all other things reasonably necessary to exercise all rights granted to Grantee in this easement, provided that such easement shall not unreasonably interfere with grantor's business operation or access thereto.

Said easement is granted over the following described real estate owned by Grantor to-wit:

DESCRIPTION

THE EAST 7 FEET EXCEPT THE EAST 2 FEET OF THE FOLLOWING DESCRIBED PARCEL: THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 90 NORTH, RANGE 14 WEST OF THE 5TH P.M., IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, BOUNDED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF SAID SECTION WHICH IS 290 FEET NORTH OF THE SOUTHEAST CORNER THEREOF; THENCE WEST A DISTANCE OF 216.6 FEET; THENCE SOUTH A DISTANCE OF 95 FEET; THENCE EAST A DISTANCE OF 216.6 FEET; THENCE NORTH A DISTANCE OF 95 FEET TO THE POINT OF BEGINNING; EXCEPT THE EAST 33 FEET THEREOF. TEMPORARY EASEMENT CONTAINS 471 SQUARE FEET.

This easement shall be temporary in nature, terminating upon the completion of the Project. Shall benefit and shall be binding upon Grantor and Grantee, and their respective heirs, personal representatives, successors and assigns, and shall constitute a covenant that runs with the Grantor's land.

Upon completion of any construction or maintenance work undertaken by Grantee upon the above-described real estate, the Grantee shall be required to replace or restore

any and all damage to said real estate resulting from said construction or maintenance work as is reasonable under the circumstances.

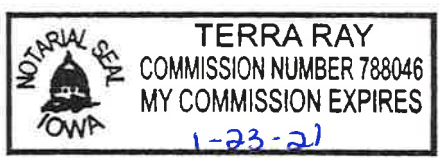
By Zana Sproles By Peggy Sproles
Zana Sproles Peggy Sproles

STATE OF Iowa)
) ss.
COUNTY OF Black Hawk)

This instrument was acknowledged before me on 2 day of May, 2018, by Zana and Peggy Sproles.

Terra Ray
Notary Public in and for the State of Iowa

My Commission Expires: 1-23-21



ACCEPTANCE OF EASEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Easement.

Dated this _____ day of _____, 2018.

CITY OF CEDAR FALLS, IOWA

James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC
City Clerk

STATE OF IOWA)
) ss.
COUNTY OF BLACK HAWK)

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

Notary Public in and for the State of Iowa

My Commission Expires: _____

Item G.2.i.

PREPARED BY - CLAPSADDLE-GARBER ASSOCIATES, INC., 16 EAST MAIN STREET, P.O. BOX 754, MARSHALLTOWN, IOWA 50158 - PHONE 641-752-6701

CITY OF CEDAR FALLS, IOWA

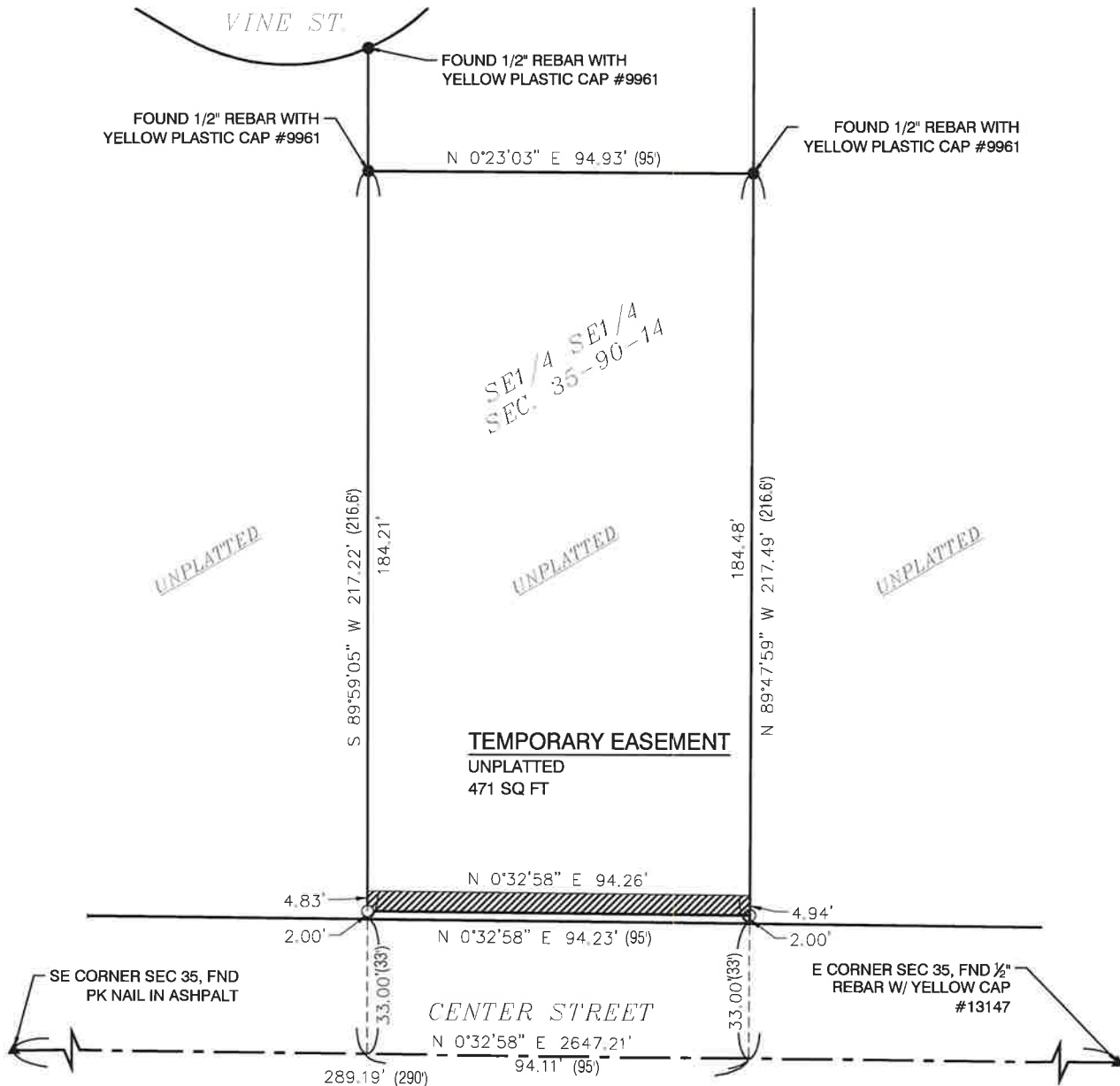
TEMPORARY EASEMENT PARCEL #8

ADDRESS: 2218 CENTER ST.

EXHIBIT "A"

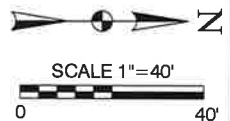


COUNTY BLACK HAWK COUNTY STATE CONTROL NO. _____
 PROJECT NO. TAP-U-1185(651)--8I-07 PARCEL NO. 9014-35-484-005
 SECTION 35 TOWNSHIP 90N RANGE 14W
 ROW-FEE _____ SF, EASE 471 SF, BORROW _____ AC, EXCESS-FEE _____ AC
 ACQUIRED FROM ZANA SPROLES & PEGGY SPROLES



DESCRIPTION

THE EAST 7 FEET EXCEPT THE EAST 2 FEET OF THE FOLLOWING DESCRIBED PARCEL: THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 90 NORTH, RANGE 14 WEST OF THE 5TH P.M., IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, BOUNDED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF SAID SECTION WHICH IS 290 FEET NORTH OF THE SOUTHEAST CORNER THEREOF; THENCE WEST A DISTANCE OF 216.6 FEET; THENCE SOUTH A DISTANCE OF 95 FEET; THENCE EAST A DISTANCE OF 216.6 FEET; THENCE NORTH A DISTANCE OF 95 FEET TO THE POINT OF BEGINNING; EXCEPT THE EAST 33 FEET THEREOF. TEMPORARY EASEMENT CONTAINS 471 SQUARE FEET.



LEGEND

- ▲ GOVERNMENT CORNER MONUMENT FOUND
- △ GOVERNMENT CORNER MONUMENT SET 1/2" x 24" REBAR w/YELLOW PLASTIC ID CAP #21428
- CORNER MONUMENT FOUND
- SET 1/2" x 24" REBAR w/YELLOW PLASTIC ID CAP #21428
- () RECORDED AS

DRAWN BY KNW DATE 6/6/2017
 SCALE 1"=40' PROJECT NO. 1656.05



PARTIAL RELEASE OF REAL ESTATE MORTGAGE

THE IOWA STATE BAR ASSOCIATION
Official Form No. 130
Recorder's Cover Sheet

Preparer Information: (Name, address and phone number)

Kevin Rogers, City Attorney, 220 Clay Street, Cedar Falls, IA 50613, Phone: (319)
243-2713

Taxpayer Information: (Name and complete address)

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

Return Document To: (Name and complete address)

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

Grantors:

Cedar Falls Community Credit Union

Grantees:

Zana L. Sproles and Peggy J. Sproles,
husband and wife

Legal description: See Page 2

Document or instrument number of previously recorded documents:

Item G.2.i.



PARTIAL RELEASE OF REAL ESTATE MORTGAGE

The undersigned, the present owner(s) of the mortgage hereinafter described, for valuable consideration, receipt of which is hereby acknowledged, do hereby acknowledge that the following described real estate situated in Black Hawk County, Iowa, to wit:

The East 2 feet of that part of the Southeast Quarter of the Southeast Quarter of Section 35, Township 90 North, Range 14 West of the 5th P.M., Black Hawk County, Iowa, bounded as follows: Beginning at a point on the East line of said Section which is 290 feet North of the Southeast Corner thereof; thence West 216.6 feet; thence South 95 feet; thence East 216.6 feet; thence North 95 feet to the point of beginning, except the East 33 feet thereof. Parcel contains 188 square feet.

is hereby released from the lien of the real estate mortgage, executed by Zana L. Sproles and Peggy J. Sproles, husband and wife dated March 5, 2016, recorded in the records of the Office of the Recorder of the County of Black Hawk, State of Iowa, recorded as document reference number #2016-17172, specifically reserving and retaining the mortgage lien and all mortgage rights against all of the remaining property embraced in the mortgage above described.

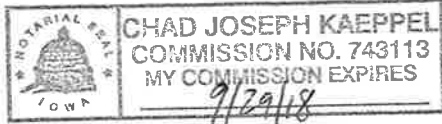
Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural, and as masculine, feminine or neuter gender, according to the context.

Dated February 6, 2018.

X [Signature]
Bruce Sorensen, Chairman.

REPRESENTATIVE CAPACITY ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF BLACK HAWK
This record was acknowledged before me on February 6, 2018, by Bruce Sorensen as Chairman of the Board of Cedar Falls Community Credit Union



[Signature]
Signature of Notary Public

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____, COUNTY OF _____
This record was acknowledged before me on _____, by _____

Signature of Notary Public

NOTE: For complete release of real estate mortgage, see ISBA Form No. 129.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Diego)

On 03/28/2018 before me, Karen Lynn Bruner, Notary Public
(insert name and title of the officer)

personally appeared Julie D. Dolled,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Karen Lynn Bruner* (Seal)



Item G.2.i.



PARTIAL RELEASE OF REAL ESTATE MORTGAGE

THE IOWA STATE BAR ASSOCIATION
Official Form No. 130
Recorder's Cover Sheet

Preparer Information: (Name, address and phone number)

Kevin Rogers, City Attorney, 220 Clay Street, Cedar Falls, IA 50613, Phone: (319) 243-2713

Taxpayer Information: (Name and complete address)

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

Return Document To: (Name and complete address)

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

Grantors:

Mortgage Electronic Registration
Systems, Inc., as nominee for Guild
Mortgage Company, ISAOA

Grantees:

Zana L. Sproles and Peggy J. Sproles,
husband and wife

Legal description: See Page 2

Document or instrument number of previously recorded documents:



PARTIAL RELEASE OF REAL ESTATE MORTGAGE

The undersigned, the present owner(s) of the mortgage hereinafter described, for valuable consideration, receipt of which is hereby acknowledged, do hereby acknowledge that the following described real estate situated in Black Hawk County, Iowa, to wit:

The East 2 feet of that part of the Southeast Quarter of the Southeast Quarter of Section 35, Township 90 North, Range 14 West of the 5th P.M., Black Hawk County, Iowa, bounded as follows:

Beginning at a point on the East line of said Section which is 290 feet North of the Southeast Corner thereof; thence West 216.6 feet; thence South 95 feet; thence East 216.6 feet; thence North 95 feet to the point of beginning, except the East 33 feet thereof. Subject to existing easements of record.

is hereby released from the lien of the real estate mortgage, executed by Zana L. Sproles and Peggy J. Sproles, husband and wife dated December 17, 2015, recorded in the records of the Office of the Recorder of the County of Black Hawk, State of Iowa, recorded as document reference number #2016-11331, specifically reserving and retaining the mortgage lien and all mortgage rights against all of the remaining property embraced in the mortgage above described.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural, and as masculine, feminine or neuter gender, according to the context.

Dated March 28, 2018.

[Handwritten signature]

Assistant Secretary

REPRESENTATIVE CAPACITY ACKNOWLEDGMENT

STATE OF California, COUNTY OF San Diego, This record was acknowledged before me on _____, by _____

as _____ of Mortgage Electronic Registration Systems, Inc., as nominee for Guild Mortgage Company, ISAOA

Signature of Notary Public

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____, COUNTY OF _____, This record was acknowledged before me on _____, by _____

Signature of Notary Public

NOTE: For complete release of real estate mortgage, see ISBA Form No. 129.



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: Terra Ray, Engineer Technician II

DATE: May 4, 2018

SUBJECT: Quit Claim Deeds
Dry Run Creek Channel Improvement Project
Project No. DR-101-1997

The City Council approved an Agreement for Conveyance of Property in 2015 relative to the Dry Run Creek Watershed Improvements Project that provided for the conveyance of vacated street right of way upon completion of certain improvements. These improvements have been completed and accepted.

We recommend the Council approve and execute the Quit Claim Deeds conveying certain vacated city owned street right of way to Geisler Rentals, LLC and to Aaron J Carolan and Jolene R. Carolan.

After Council approval and execution, please record appropriate documents with the Black Hawk County Recorder.

Xc: Stephanie Houk Sheetz, Director of Community Development
Jon Resler, PE, City Engineer
Chase Schrage, CIP Projects Supervisor



QUIT CLAIM DEED
THE IOWA STATE BAR ASSOCIATION
Official Form #106
Recorder's Cover Sheet

Preparer Information: (Name, address and phone number)

Steven D. Moore, 415 Clay St., P.O. Box 627, Cedar Falls, IA 50613, Phone: (319)
277-6830

Taxpayer Information: (Name and complete address)

Geisler Rentals, LLC, 4412 S. Hudson Road, Cedar Falls, IA 50613

Return Document To: (Name and complete address)

City of Cedar Falls, Iowa, 220 Clay St., Cedar Falls, IA 50613

Grantors:

City of Cedar Falls, Iowa

Grantees:

Geisler Rentals, LLC,
an Iowa limited liability company

Legal description: See Page 2

Document or instrument number of previously recorded documents:

Item G.2.j.

THE IOWA STATE BAR ASSOCIATION
Official Form No. 106

Steven D. Moore

FOR THE LEGAL EFFECT OF THE USE OF
THIS FORM, CONSULT YOUR LAWYER



QUIT CLAIM DEED

For the consideration of One Dollar(s) and other valuable consideration,
City of Cedar Falls, Iowa,

_____ do hereby

Quit Claim to Geisler Rentals, LLC, an Iowa limited liability company

_____ all our right, title, interest, estate,
claim and demand in the following described real estate in BlackHawk County, Iowa:
See 1 in Addendum

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate. Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

ATTEST:

Dated: _____

CITY OF CEDAR FALLS, IOWA

By: _____
Jacqueline Danielsen, CMC, City Clerk (Grantor)

By: _____
James P. Brown, Mayor (Grantor)

(Grantor)

(Grantor)

(Grantor)

(Grantor)

STATE OF IOWA, COUNTY OF BLACK HAWK

This record was acknowledged before me this _____ day of _____, 20____, by
James P. Brown, as Mayor, and Jacqueline Danielsen, CMC, as City Clerk, of the City of Cedar Falls, Iowa.

Signature of Notary Public

Addendum 1/2

1. That part of West 20th Street adjacent to Block 2, Sunnyside Addition to Cedar Falls, Black Hawk County, Iowa described as beginning at the northwest corner of Lot 1 in said Block 2; thence N 0°19'00" W 5.50' along the northerly extension of the east line of Merner Avenue to a point which is 5.50' normally distant northerly from the north line of said Block 2; thence N 90°00'00" E 11.45 feet parallel with said north line; thence N 30°00'00" W 18.00' to a point which is 21.10' normally distant northerly from said north line; thence N 90°00'00" E parallel with said north line 218.55'; thence S 30°00'00" E 18.00' to a point which is 5.50' normally distant north of said north line; thence S 0°00'00" E 5.50' to a point on said north line which is 20.15' west of the northeast corner of Lot 14 in said Block 2; thence N 90°00'00" W along said north line 230.00' to the point of beginning. And also beginning at said northwest corner of Lot 1; thence S 0°19'00" E 74.85' along the west line of said Lot 1; thence N 89°58'10" W 5.35'; thence N 0°19'00" W parallel with said west line 74.85' the the westerly extension of the north line of said Lot 1; thence N 90°00'00" E 5.35' along said north line to the point of beginning. Contains 5075 square feet, more or less,

and

That part of West 20th Street adjacent to Block 2, Sunnyside Addition to Cedar Falls, Black Hawk County, Iowa described as beginning at the northeast corner of Lot 18 in said Block 2; thence N 90°00'00" W 0.95' along the north line of said Block 2; thence N 0°00'00" E 5.50'; thence N 30°00'00" W 18.00' to a point which is 21.10' normally distant northerly from said north line; thence N 90°00'00" E parallel with said north line 21.85'; thence N 88°27'30" E 56.80'; thence S 30°00'00" E 18.00' to a point which is 7.05' normally distant north from said north line; thence S 0°00'00" E 7.05' to said north line; thence N 90°00'00" W along said north line 77.65' to the point of beginning. Contains 1715 square feet, more or less,

subject to and reserving to the City of Cedar Falls, Iowa, a perpetual easement over, under, and across the entire real estate, for city utilities services, including without limitation, city water, gas, electric, telecommunications, sanitary sewer, storm sewer and surface water drainage;

and further subject to the above-described real estate being used only for private, off-street parking of vehicles for the occupants and guests of the residential dwelling units situated on real estate adjacent thereto and owned by Grantee, as provided for in the Agreement for Conveyance of Property, Vacation and Conveyance of Street Right-of-Way, and Construction of Certain Improvements, effective as of July 6, 2015, and approved by the City Council of Grantor by Resolution No. 19,601 adopted July 6, 2015.

This Quit Claim Deed is executed and delivered to Grantees pursuant to the terms and conditions of the above-described Agreement.

Item G.2.j.

Addendum 2/2

This instrument is exempt from revenue stamps, declaration of value and groundwater hazard statement under Iowa Code Section 428A.2(6), as a deed in which a political subdivision of the State of Iowa is the grantor.

This conveyance is made pursuant to Resolution No. _____ of the City Council of the City of Cedar Falls, Iowa, adopted on the ____ day of _____, 20 ____.



QUIT CLAIM DEED
THE IOWA STATE BAR ASSOCIATION
Official Form #106
Recorder's Cover Sheet

Preparer Information: (Name, address and phone number)

Steven D. Moore, 415 Clay St., P.O. Box 627, Cedar Falls, IA 50613, Phone: (319)
277-6830

Taxpayer Information: (Name and complete address)

Aaron J. and Jolene R. Carolan, 5232 Metz Road, Cedar Falls, IA 50613

Return Document To: (Name and complete address)

City of Cedar Falls, Iowa, 220 Clay St., Cedar Falls, IA 50613

Grantors:

City of Cedar Falls, Iowa

Grantees:

Aaron J. and Jolene R. Carolan

Legal description: See Page 2

Document or instrument number of previously recorded documents:

Item G.2.j.

THE IOWA STATE BAR ASSOCIATION
Official Form No. 106

Steven D. Moore

FOR THE LEGAL EFFECT OF THE USE OF
THIS FORM, CONSULT YOUR LAWYER



QUIT CLAIM DEED

For the consideration of One Dollar(s) and other valuable consideration,
City of Cedar Falls, Iowa,

_____ do hereby

Quit Claim to Aaron J. Carolan and Jolene R. Carolan, husband and wife,

_____ all our right, title, interest, estate,

claim and demand in the following described real estate in BlackHawk County, Iowa:
See 1 in Addendum

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate. Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated: _____

ATTEST:

CITY OF CEDAR FALLS, IOWA

By: _____
Jacqueline Danielsen, CMC, City Clerk (Grantor)

By: _____
James P. Brown, Mayor (Grantor)

(Grantor)

(Grantor)

(Grantor)

(Grantor)

STATE OF IOWA, COUNTY OF BLACK HAWK

This record was acknowledged before me this _____ day of _____, 20, by
James P. Brown, as Mayor, and Jacqueline Danielsen, CMC, as City Clerk, of the City of Cedar Falls, Iowa.

Signature of Notary Public

Addendum

1. That part of West 20th Street adjacent to Block Two (2), Sunnyside Addition to Cedar Falls, Black Hawk County, Iowa described as beginning at the northeast corner of Lot 14 in said Block 2; thence N 90°00'00" W 20.15' along the north line of said Block 2; thence N 0°00'00" E 5.50'; thence N 30°00'00" W 18.00' to a point which is 21.10' normally distant northerly from said north line; thence N 90°00'00" E parallel with said north line 119.20'; thence S 30°00'00" E 18.00' to a point which is 5.50' normally distant north from said north line; thence S 0°00'00" E 5.50' to a point on said north line which is 0.95' west of the northeast corner of Lot 18 in said Block 2; thence N 90°00'00" W along said north line 99.05' to the point of beginning. Contains 2515 square feet, more or less,

subject to and reserving to the City of Cedar Falls, Iowa, a perpetual easement over, under, and across the entire real estate, for city utilities services, including without limitation, city water, gas, electric, telecommunications, sanitary sewer, storm sewer and surface water drainage;

and further subject to the above-described real estate being used only for private, off-street parking of vehicles for the occupants and guests of the residential dwelling units situated on real estate adjacent thereto and owned by Grantees, as provided for in the Agreement for Conveyance of Property, Vacation and Conveyance of Street Right-of-Way, and Construction of Certain Improvements, effective as of July 6, 2015, and approved by the City Council of Grantor by Resolution No. 19,601 adopted July 6, 2015.

This Quit Claim Deed is executed and delivered to Grantees pursuant to the terms and conditions of the above-described Agreement.

This instrument is exempt from revenue stamps, declaration of value and groundwater hazard statement under Iowa Code Section 428A.2(6), as a deed in which a political subdivision of the State of Iowa is the grantor.

This conveyance is made pursuant to Resolution No. _____ of the City Council of the City of Cedar Falls, Iowa, adopted on the ____ day of _____, 20____.



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: April 27, 2018

SUBJECT: Hwy 58/Viking Road Interchange Project
Project #: RC-000-3145
Permanent Utility Easement

The Hwy 58 & Viking Road Interchange Project acquired multiple parcels of land for construction. During the acquisition process easement locations were relocated. The first Permanent Utility Easement Agreement is for the purposes of construction, maintenance and repair of electrical, communication, water, sewer, and storm sewer utilities. The permanent easement will allow the City to utilize the adjacent property outside the City right-of-way for the installation of utilities. The easement agreement is attached for your review. The cost of the easement is borne by the Iowa Department of Transportation.

We recommend that the Permanent Easement Agreement with Casey's Marketing Company be accepted 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

Prepared by: JCG Land Services, Inc. 1715 South G Avenue, Nevada, IA 50201 (515) 382-1698
Return to: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613 (319) 243-2711

PERMANENT UTILITY EASEMENT AGREEMENT

The undersigned **Casey's Marketing Company**, (hereinafter "Grantor"), in consideration of TEN THOUSAND SEVEN HUNDRED AND NO/100 DOLLARS (\$10,700.00), and other valuable consideration, the receipt of which is hereby acknowledged, do hereby grant and convey to the City of Cedar Falls, Iowa (hereinafter "Grantee"), its successors and assigns, perpetual utility easements over, under, and across the real estate legally described below, for purposes of construction, maintenance and repair of electrical, communication, water, sewer, and storm sewer utilities, together with the right of ingress to and egress from the real estate described below, in order to perform all work and do all other things necessary or appropriate to exercise all rights granted to Grantee in this easement.

Said easement is granted over the following described real estate owned by Grantor, to-wit:

SEE ATTACHED PERMANENT UTILITY EASEMENT PLAT AND LEGAL DESCRIPTION

This utility easement shall be perpetual in nature, shall benefit and shall be binding upon Grantor and Grantee, and their respective heirs, personal representatives, successors and assigns, and shall constitute a covenant that runs with the Grantor's land.

Upon completion of any construction or maintenance work undertaken by Grantee upon the above-described real estate, the Grantee shall be required to replace or restore any and all damage to said real estate resulting from said construction or maintenance work as is reasonable under the circumstances.

Item G.2.k.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

GRANTOR: CASEY'S MARKETING COMPANY

[Handwritten Signature]

MICHAEL R. RICHARDSON
PRESIDENT

[Handwritten Signature]

JULIA L. JACKOWSKI
SECRETARY

1. For an acknowledgment in a representative capacity:

State of Iowa

County of Polk

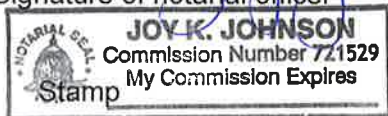
This record was acknowledged before me on 22 February 2018 (Date)

by Michael R. Richardson, President and Julia L. Jackowski, Secretary Name(s) of individual(s)

as President and Secretary (type of authority, such as officer or trustee)

of Casey's Marketing Company (name of party on behalf of whom record was executed).

[Handwritten Signature]
Signature of notarial officer



[Legal Assistant]
Title of Office

[My commission expires: March 21, 2018]

ACCEPTANCE OF EASEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Easement.

Dated this _____ day of _____, 2016.

CITY OF CEDAR FALLS, IOWA

James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, CMC, City Clerk

STATE OF IOWA)
) ss.
COUNTY OF BLACK HAWK)

This instrument was acknowledged before me on _____, 20____, by James P. Brown Mayor, and Jacqueline Danielsen, CMC, City Clerk, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

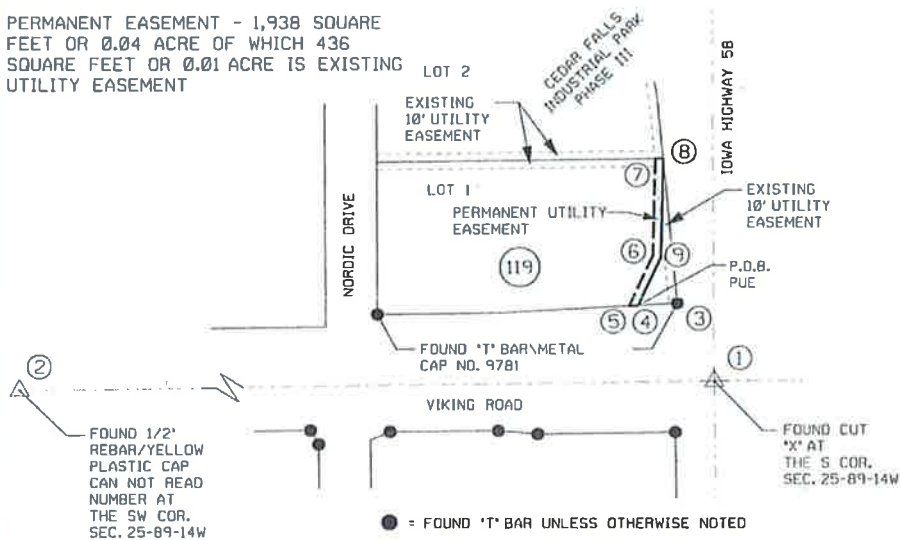
My Commission Expires: _____

PREPARED BY: MICHAEL R. FAZLE, AECOM, 601 SYCAMORE STREET, SUITE 222, WATERLOO, IOWA, 50703, 319-232-6531

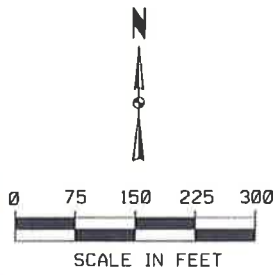
PERMANENT EASEMENT PLAT
 PERMANENT EASEMENT IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA
 IOWA 58 AND VIKING ROAD INTERCHANGE

IDOT PROJECT NO. NMSN-058-1193--2R-07
 PROJECT PARCEL NO. 119
 OWNER: CASEYS MARKETING COMPANY

PERMANENT EASEMENT - 1,938 SQUARE FEET OR 0.04 ACRE OF WHICH 436 SQUARE FEET OR 0.01 ACRE IS EXISTING UTILITY EASEMENT



BEARING / DISTANCE	PERMANENT UTILITY EASEMENT
1 TO 2	S 89 ° 19 ' 08 " W 2645.65 ' 49.04 '
3 TO 4	S 86 ° 55 ' 14 " W 11.31 '
4 TO 5	S 86 ° 55 ' 14 " W 71.06 '
5 TO 6	N 24 ° 47 ' 09 " E 123.14 '
6 TO 7	N 01 ° 04 ' 20 " E 10.00 '
7 TO 8	N 89 ° 18 ' 37 " E 125.54 '
8 TO 9	S 01 ° 04 ' 20 " W 67.87 '
9 TO 4	S 24 ° 47 ' 09 " W



LEGEND
 447.75' M = MEASURED
 447.48' R = RECORD



I hereby certify that this Land Surveying document was prepared 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.
 Michael R. Fazle 8-15-2017
 License number 8525
 My license renewal date is December 31, 2816
 Pages or sheets covered by this seal:
 SHEET 1 AND 2 OF 2

PERMANENT EASEMENT PLAT
PERMANENT EASEMENT IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA
IOWA 58 AND VIKING ROAD INTERCHANGE

IDOT PROJECT NO. NHSN-058-1(93)--2R-07
PROJECT PARCEL NO. 119
OWNER: CASEYS MARKETING COMPANY

THE PERMANENT EASEMENT GRANTED IS TO THE LAND DESCRIBED AS FOLLOWS:

A PARCEL OF LAND SITUATED IN PART OF LOT 1 OF CEDAR FALLS INDUSTRIAL PARK PHASE III,
CITY OF CEDAR FALLS, COUNTY OF BLACK HAWK, STATE OF IOWA, AND MORE PARTICULARLY
DESCRIBED AS FOLLOWS.

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 86° (DEGREES) 55'
(MINUTES) 14" (SECONDS) WEST (ASSUMED BEARING FOR THE PURPOSE OF THIS DESCRIPTION)
ON THE SOUTH LINE OF SAID LOT 1 ALSO BEING THE PRESENT NORTH RIGHT-OF-WAY LINE OF
VIKING ROAD, 49.04 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN
DESCRIBED; THENCE CONTINUING SOUTH 86°55'14" WEST ON THE SOUTH LINE OF SAID LOT 1
ALSO BEING THE PRESENT NORTH RIGHT-OF-WAY LINE OF VIKING ROAD, 11.31 FEET; THENCE
NORTH 24°47'09" EAST, 71.06 FEET; THENCE NORTH 01°04'20" EAST 123.14 FEET TO THE
NORTH LINE OF SAID LOT 1, THENCE NORTH 89°18'37" EAST ON THE NORTH LINE OF SAID LOT
1, A DISTANCE OF 10.00 FEET; THENCE SOUTH 01°04'20" WEST, 125.54 FEET; THENCE SOUTH
24°47'09" WEST, 67.87 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,938 SQUARE FEET OR 0.04 ACRE OF WHICH 436 SQUARE FEET OR 0.01 ACRE IS
EXISTING PERMANENT UTILITY EASEMENT.

BLACK HAWK COUNTY
CITY OF CEDAR FALLS
IDOT PROJECT NO. NHSN-058-1(93) --2R-07
PARCEL NO. 119

AECOM

SHEET 2 OF 2



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: April 30, 2018

SUBJECT: 2015 Public Sidewalk Repair, Pedestrian Ramp and Patching Project
Project No. SW-000-3062
Project Final Out

The 2015 Public Sidewalk Repair, Pedestrian Ramp and Patching Project is completed and ready for final acceptance. The project repaired deficient sidewalk adjacent to public property, installed new pedestrian ramps, and repaired utility patches. The project was under contract with Mike Dolan Concrete & Masonry Inc of Waterloo, Iowa.

Please find the following documents attached:

- Final Pay Estimate (releases retainage)
- Copy of Maintenance Bond, Mike Dolan Concrete & Masonry Inc.

The following lien wavers have been received and reviewed by the Engineering Division and forwarded to the City Clerk's Office:

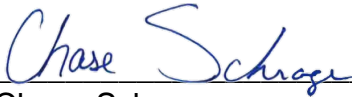
- Aspro, Inc
- Service Signing
- Mike Dolan Concrete Suppliers
 - Benton Ready Mixed Concrete

This project was funded primarily by the General Obligation Bond. Following is a breakdown of final contract costs for items that were not funded by the General Obligation Bond and the funding sources:

- Work associated with spot repairs for watermain funded by CFU, \$49,399.50.

Item G.2.I.

I certify that the public improvements for the 2015 Public Sidewalk Repair, Pedestrian Ramp and Patching Project were completed in reasonable compliance with the project plans and specifications.


Chase Schrage

4/30/18

Date

xc: Stephanie Houk Sheetz, Director of Community Development
Jon Resler, P.E., City Engineer
Lisa Roeding, CMFO, Controller/City Treasurer

ESTIMATE NO. 5 FINAL

DATE: January 10, 2018
 CONTRACT AMOUNT : \$86,079.78
 CONTRACTOR : Mike Dolan Concrete and Masonry

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

PROJECT NAME : 2015 Sidewalk Repair, Pedestrian Ramp and Patching Project
 CITY PROJECT NO. : SW - 000 - 3062

BID ITEM	DESCRIPTION	EST. QUANTITY	UNIT	INST. UNITS TO DATE	UNIT PRICE	EXT. PRICE	ITEM COMP. %
+1	REMOVE SIDEWALK, P.C.C.	1,904.50	S.F.	1,888.90	\$2.00	\$3,777.80	99.2
+2	REMOVE CURB AND GUTTER, 2.5 FT., P.C.C.	39.30	L.F.	39.30	\$7.00	\$275.10	100.0
+3	PLACE SIDEWALK, P.C.C., CLASS "C", 4 INCH	1,218.30	S.F.	1,202.70	\$4.25	\$5,111.48	98.7
+4	PLACE SIDEWALK, P.C.C., CLASS "C", 6 INCH (PEDESTRIAN RAMPS)	366.20	S.F.	366.20	\$5.75	\$2,105.65	100.0
+5	PLACE DETECTABLE WARNING PANELS, PRECAST	60.00	S.F.	60.00	\$30.00	\$1,800.00	100.0
+6	PLACE CURB AND GUTTER, 2.5 FT., P.C.C., CLASS "C"	39.30	L.F.	39.30	\$25.00	\$982.50	100.0
+7	PLACE TRAIL, 8 FT. WIDE, P.C.C., CLASS "C", 6 INCH	320.00	S.F.	320.00	\$6.50	\$2,080.00	100.0
+8	TOPSOIL, FURNISH AND SPREAD	14.21	C.Y.	13.91	\$40.00	\$556.40	97.9
+9	SEEDING, FERTILIZING, AND MULCHING	975.40	S.F.	959.60	\$1.50	\$1,439.40	98.4
+10	VALVE ADJUSTMENT	37.00	EACH	39.00	\$200.00	\$7,800.00	105.4
+11	MANHOLE ADJUSTMENT	1.00	EACH	1.00	\$500.00	\$500.00	100.0
+12	REMOVAL OF PAVEMENT	382.50	S.Y.	521.10	\$13.50	\$7,034.85	136.2
+13	UTILITY PATCH, P.C.C.	163.60	S.Y.	228.60	\$75.00	\$17,145.00	139.7
+14	UTILITY PATCH, A.C.C.	50.00	S.Y.	15.20	\$90.00	\$1,368.00	30.4
+15	UTILITY PATCH, COMPOSITE HMA/P.C.C.	218.90	S.Y.	277.30	\$105.00	\$29,116.50	126.7
+16	GRANULAR BACKFILL	100.00	TONS	0.00	\$40.00	\$0.00	0.0
+17	UNSTABLE MATERIAL, OVER EXCAVATION	50.00	C.Y.	0.00	\$40.00	\$0.00	0.0
+18	TRAFFIC CONTROL	1.00	L.S.	1.17	\$9,000.00	\$10,500.30	116.7

Total Amount of Work Done to Date : \$91,592.98

Percent of Work Done to Date : 106.0%

CHECKED BY:

Chase Schrage

SIGNED:

CHASE SCHRAGE
 CIVIL ENGINEER I

Prepaid Inventory Value : \$0.00
 (See Attachment)

Total Project Cost (Bid) \$86,079.78

Deduction : \$0.00

Less Retained Percentage (5%) : \$0.00

Less Previous Payments : \$87,013.33

AMOUNT DUE THIS ESTIMATE : \$4,579.65

ITEM DENOTATION :

+ = Final Quantity

Signed:

Mike Dolan

Mike Dolan Concrete and Masonry

MAINTENANCE BOND

Bond No. 2202767

KNOW ALL MEN BY THESE PRESENTS:

That, Mike Dolan Concrete & Masonry, Inc. of Waterloo, IA as Principal, and the North American Specialty Insurance Company as Surety, are held and firmly bound unto City of Cedar Falls, IA in the penal sum of Eighty Six Thousand Seventy Nine Dollars and 78/100 (\$ 86,079.78)

Dollars, lawful money of the United States of America, for the payment of which, well and truly to be made, the Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the said Principal entered into a certain contract, with City of Cedar Falls, IA

To furnish all the material and labor necessary for the construction of 2015 Public Sidewalk Repair, Pedestrian Ramp and Patching Project, Cedar Falls, IA - Project No. SW-000-3062

in Cedar Falls, IA In conformity with certain specifications; and

Whereas, a further condition of said contract is that the said Principal should furnish a bond in indemnity, guaranteeing to remedy any defects in workmanship or materials that may develop in said work within a period of Two (2) years from the date of acceptance of the work under said contract; and

Whereas, the said North American Specialty Insurance Company for a valuable consideration, has agreed to join with said Principal in such bond or guarantee, indemnifying said City of Cedar Falls, IA

Now, therefore, the condition of this obligation is such, that if the said Principal shall, at his own cost and expense, remedy any and all defects that may develop in said work within the period of Two (2) years from the date of acceptance of the work under said contract, by reason of bad workmanship or poor material used in the construction of said work, and shall keep all work in continuous good repair during said period, and shall in all other respects, comply with all the terms and conditions of said contract with respect to maintenance and repair of said work, then this obligation to be null and void; otherwise to be and remain in full force and virtue in law.

In Witness whereof, we have hereunto set our hands and seals this 17th day of August, 2015,

Mike Dolan Concrete & Masonry, Inc.

By: [Signature] Principal

North American Specialty Insurance Company

By: [Signature] Surety Dione R. Young Attorney-in-Fact



NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois each does hereby make, constitute and appoint: Dione R. Young

Its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, the following surety bond:

Principal: Mike Dolan Concrete & Masonry, Inc.

Bond Number: 2202767

Obligee: City of Cedar Falls, IA

Bond Amount: See Bond Form

Bond Description: 2015 Public Sidewalk Repair, Pedestrian Ramp and Patching Project, Cedar Falls, IA - Project No. SW-000-3062

Provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature] Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company

By [Signature] David M. Layman, Vice President of Washington International Insurance Company & Vice President of North American Specialty Insurance Company



IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 25th day of May 20 12.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 25th day of May 20 12, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman, Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature] Donna D. Sklens, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 17th day of August 2015.

[Signature] Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & Assistant Secretary of North American Specialty Insurance Company



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: April 30, 2018

SUBJECT: Wild Horse 3rd Addition
Final Acceptance of Improvements
Project No. SU-445-3020

Construction work has been completed on the public improvements Wild Horse 3rd Addition. The project was designed by Clapsaddle Garber Associates, Inc. and has been completed in accordance with the project plans and the City of Cedar Falls standard specifications. The project was inspected by Clapsaddle Garber Associates.

The Engineering Division has reviewed and approved the project plans and specifications, inspected the project through the construction process, and has received and reviewed the project reports and certifications. The project documentation is in order and the project is complete and ready for City Council acceptance. Attached are copies of the maintenance bond from the developer, Midwest Development Co, and the Wild Horse 3rd Addition final plat.

Wild Horse 3rd Addition has been constructed in reasonable compliance with the project plans and specifications. The Engineering Division recommends that the City Council approve and accept the public improvements for Wild Horse 3rd Addition.

Chase Schrage April 30, 2018
Chase Schrage, CIP Projects Supervisor Date

att

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

SURETY BOND NO. IAC587495

MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, Midwest Development Co., as Principal (hereinafter the "Principal") and Merchants Bonding Company (Mutual), 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 Seven-hundred, six-thousand, nine-hundred, seven and 06/100 dollars (\$706,907.06), 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 maintenance 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 16th day of October, 2017; 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 at Wild Horse Third Addition in the City of Cedar Falls,
Black Hawk County, Iowa.

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 city engineer for a new three-year period from the date of repair for that portion of the public

Item G.2.m.

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 the 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 16th day of October, 2017.

Countersigned By:



Signature of Agent
Chad Smeby

Chad Smeby

Printed Name of Agent

Skogman Carlson Insurance

Company Name

1110 Dina Ct, Ste B

Company Address

Hiawatha, IA 52233

City, State, Zip Code

(319) 366-6288

Company Telephone Number

PRINCIPAL:

Midwest Development Co.

Principal

By: 

Kyle Skogman Signature
President Title

SURETY:

Merchants Bonding Company (Mutual)

Surety Company

By: 

Signature of Attorney-in-Fact

Kurt Feller

Printed Name of Attorney-in-Fact

Merchants Bonding Company (Mutual)

Company Name

6700 Westown Parkway

Company Address

West Des Moines, IA 50266-7754

City, State, Zip Code

(800) 678-8171

Company Telephone Number

NOTE:

Item G.2.m.

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

01262978-1\10283-000

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, Chad Smeby; Joan K Tobin; Kurt Feller

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 24th day of July, 2017.

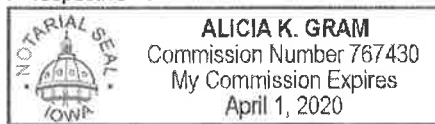


MERCHANTS BONDING COMPANY (MUTUAL) MERCHANTS NATIONAL BONDING, INC.

By Larry Taylor, President

STATE OF IOWA COUNTY OF DALLAS ss.

On this this 24th day of July 2017, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Alicia K. Gram, Notary Public

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

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

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



William Warner Jr., Secretary

WILD HORSE RIDGE THIRD ADDITION FINAL PLAT

Cedar Falls, Black Hawk County, Iowa
July 2017

NOTES:

- OWNER: MIDWEST DEVELOPMENT CO.
411 FIRST AVENUE SE
CEDAR RAPIDS, IA 52401
- ENGINEER: CLAPSADDLE-GARBER ASSOCIATES, INC
5106 NORDIC DRIVE
CEDAR FALLS, IA 50613
319-266-0258
- BENCH MARK: ELEV.: 975.45
AERIAL SERVICES GPS CONTROL MONUMENT #93
ON THE WEST SIDE OF UNION ROAD. APPROX. 277
FEET NORTH OF WILD HORSE DRIVE & UNION ROAD
INTERSECTION.
- SEE SURVEYOR'S CERTIFICATE EXHIBIT "A" FOR
LEGAL DESCRIPTION AND EXHIBIT "B" FOR LOT
AREAS
- UNADJUSTED ERROR OF CLOSURE:
BOUNDARY: BETTER THAN 1 IN 10,000
LOTS: BETTER THAN 1 IN 5,000
- BASIS OF BEARING:
BEARINGS BASED ON THE EAST LINE OF THE
NE 1/4 OF SECTION 16-T89N-R14W BEARING
S 00°50'58" W
- RESTRICTIONS:
(SEE DEED OF DEDICATION)
- LOT AREAS
9.50 ACRES
- STREET AREAS
2.05 ACRES
- ZONING:
RP
- TYPICAL BUILDING SETBACKS:
FRONT YARD = 25 FT.
REAR YARD = 30 FT.
SIDE YARD = 5 FT.(*)

* LOTS MAY BE SPLIT OR DIVIDED TO PROVIDE FOR MORE LOT AREA BY BEING ADDED TO AN
ADJOINING LOT. SIDE YARD SETBACKS SHALL BE BASED ON OWNERSHIP/PROPERTY LINES RATHER THAN
PLATTED LOT LINES.

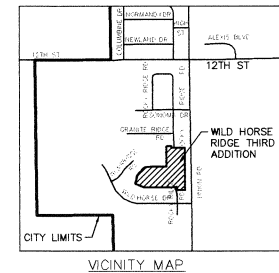
LAND DESCRIPTION

THAT PART OF THE NORTHEAST QUARTER (NE 1/4), WITHIN PARCEL 'D', DOC. #2016-15368, OF SECTION 16, TOWNSHIP 89
NORTH, RANGE 14 WEST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA,
DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 29 IN WILD HORSE RIDGE 1ST ADDITION (DOC. #2008-21274); THENCE
SOUTH 89°48'25" WEST ALONG THE NORTH LINE OF SAID LOT 29, 151.77 FEET TO THE EAST RIGHT-OF-WAY OF ROCKY
RIDGE ROAD (RECORD AS CHERRYWOOD DRIVE); THENCE NORTH 53°37'27" WEST ALONG THE NORTH LINE OF SAID WILD
HORSE RIDGE 1ST ADDITION, 92.31 FEET TO THE NORTHEAST CORNER OF LOT 28 IN SAID WILD HORSE RIDGE 1ST ADDITION;
THENCE SOUTH 89°48'25" WEST ALONG SAID NORTH LINE OF WILD HORSE RIDGE 1ST ADDITION, 565.77 FEET TO THE
NORTHWEST CORNER OF LOT 24 IN SAID WILD HORSE RIDGE 1ST ADDITION; THENCE NORTH 67°57'21" WEST ALONG SAID
NORTH LINE OF WILD HORSE RIDGE 1ST ADDITION, 195.12 FEET TO THE NORTHWEST CORNER OF LOT 22 IN SAID WILD HORSE
RIDGE 1ST ADDITION; THENCE NORTH 15°02'53" EAST ALONG THE EASTERLY LINE OF LOT 19 IN SAID WILD HORSE RIDGE 1ST
ADDITION, 173.74 FEET TO THE NORTHEAST CORNER OF SAID LOT 19; THENCE NORTH 42°53'09" EAST ALONG THE
SOUTHEASTERLY LINE OF LOT 18 IN SAID WILD HORSE RIDGE 1ST ADDITION AND THE EXTENSION THERE OF, 205.02 FEET;
THENCE NORTH 84°35'48" EAST, 96.73 FEET; THENCE NORTH 89°48'25" EAST, 328.37 FEET; THENCE NORTH 00°11'35" WEST,
170.00 FEET; THENCE NORTH 01°23'47" WEST, 60.01 FEET; THENCE NORTH 00°11'35" WEST, 170.00 FEET TO THE SOUTH LINE
OF LOT 54 IN WILD HORSE RIDGE SECOND ADDITION (DOC. #2013-5774); THENCE NORTH 89°48'25" EAST ALONG THE SAID
SOUTH LINE OF LOT 54, 103.34 FEET TO THE SOUTHWEST CORNER OF SAID LOT 54 IN WILD HORSE RIDGE SECOND ADDITION
BEING ON THE WEST RIGHT-OF-WAY OF ROCKY RIDGE ROAD; THENCE SOUTH 00°50'58" EAST ALONG SAID RIGHT-OF-WAY,
29.99 FEET TO THE SOUTHWEST CORNER OF TRACT "Y" IN SAID WILD HORSE RIDGE SECOND ADDITION; THENCE NORTH
89°09'02" EAST ALONG THE SOUTH LINE OF SAID WILD HORSE RIDGE SECOND ADDITION, 250.00 FEET TO THE SOUTHEAST
CORNER OF SAID WILD HORSE RIDGE SECOND ADDITION BEING ON THE WEST RIGHT-OF-WAY OF UNION ROAD; THENCE
SOUTH 00°50'58" EAST ALONG SAID WEST RIGHT-OF-WAY, 827.92 FEET TO THE POINT OF BEGINNING.

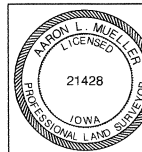
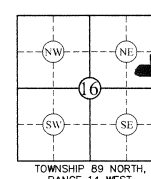
THIS PARCEL CONTAINS 11.55 ACRES.

BEARINGS ARE BASED ON THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 89 NORTH, RANGE 14
WEST OF THE FIFTH PRINCIPAL MERIDIAN BEARING NORTH 00°50'58" WEST.



LEGEND

- ▲ FOUND SECTION CORNER
- FOUND CORNER AS NOTED
- SET 1/2" REBAR W/YELLOW PLASTIC CAP NO. 21428
- N 0°26'31" E 657.34' MEASURED BEARING & DISTANCE
- (N 0°26'31" E 657.29') RECORDED BEARING & DISTANCE FROM WILD HORSE RIDGE FIRST ADDITION (DOC# 2008-21274)
- (N 0°26'45" W 2653.39') RECORDED BEARING & DISTANCE FROM WILD HORSE RIDGE SECOND ADDITION (DOC# 2013-5774)

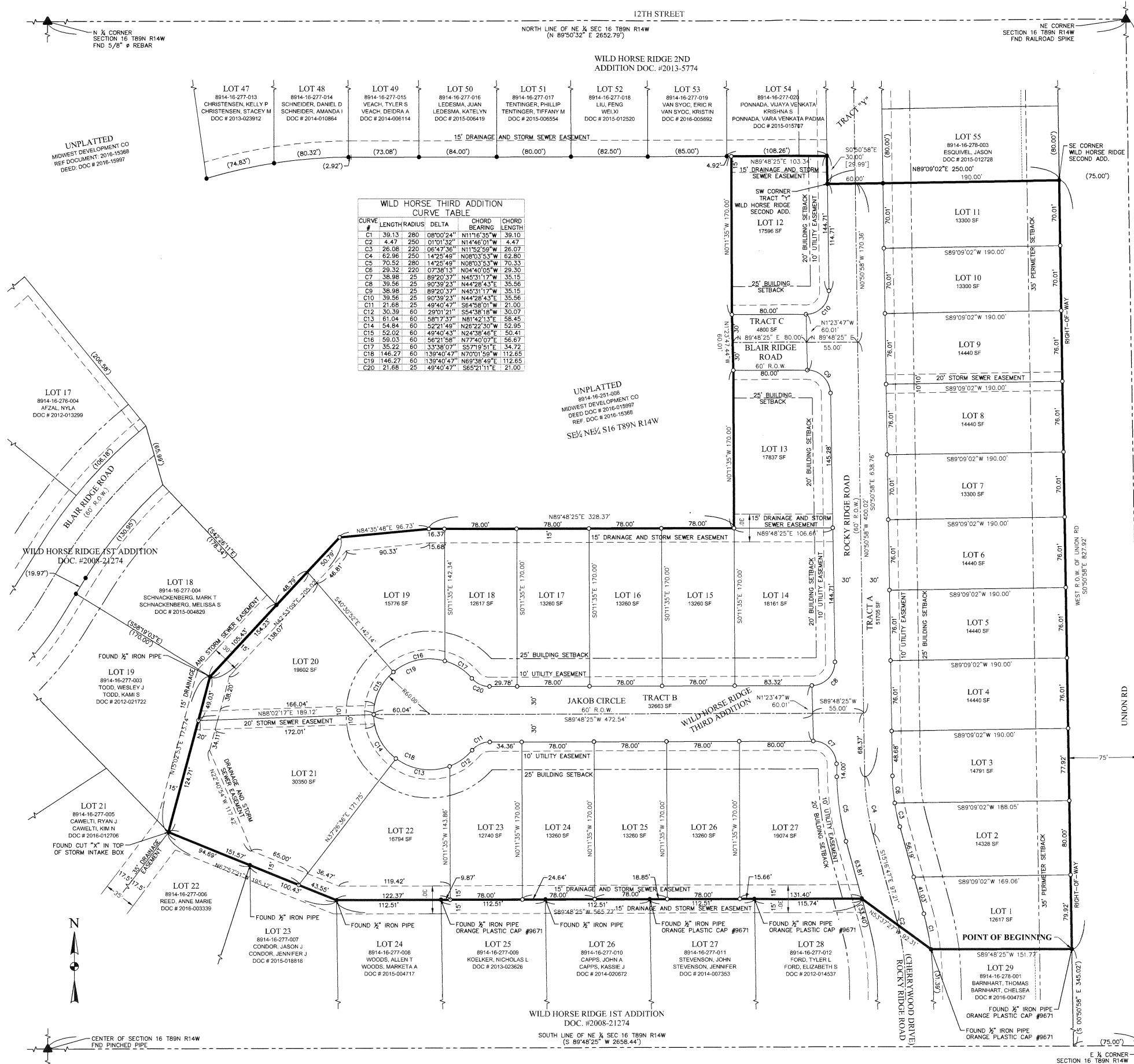


I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly Licensed Professional Land Surveyor under the laws of the State of Iowa.
Aaron L. Mueller, PLS
Iowa License Number 21428
My License Renewal Date is December 31, 2018
Pages or sheets covered by this seal: THIS SHEET ONLY
10/12/2017
date

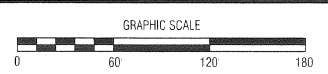
-1015-

G:\Cedar Falls\Stegmans - Wildhorse Ridge 3rd Add Final Plat.dwg - FINAL PLAT (CSA) - 10-12-17 - 11:06am - SJC235

Item G.2.m.



CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	39.13	280	08°00'24"	N11°16'35"W	39.10
C2	4.47	250	01°01'32"	N14°46'01"W	4.47
C3	26.08	220	06°47'36"	N11°52'59"W	26.07
C4	62.96	250	14°25'49"	N08°03'53"W	62.80
C5	70.52	280	14°25'49"	N08°03'53"W	70.33
C6	29.32	220	07°38'13"	N04°40'05"W	29.30
C7	38.98	25	89°20'37"	N45°31'17"W	35.15
C8	39.56	25	90°39'23"	N44°28'43"E	35.56
C9	38.98	25	89°20'37"	N45°31'17"W	35.15
C10	39.56	25	90°39'23"	N44°28'43"E	35.56
C11	21.68	25	49°40'47"	S64°58'01"W	21.00
C12	30.39	60	29°01'21"	S54°38'18"W	30.07
C13	61.04	60	58°17'37"	N81°42'13"E	58.45
C14	54.84	60	52°41'49"	N28°22'30"W	52.95
C15	52.02	60	49°40'43"	N24°58'46"E	50.41
C16	58.03	60	56°21'58"	N77°40'07"E	56.67
C17	35.22	60	33°38'07"	S57°19'51"E	34.72
C18	146.27	60	139°40'47"	N70°01'59"W	112.65
C19	146.27	60	139°40'47"	N69°38'49"E	112.65
C20	21.68	25	49°40'47"	S65°21'11"E	21.00



NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE

CGA Clapsaddle-Garber Associates, Inc
5106 Nordic Drive
Cedar Falls, Iowa 50613
Ph 319-266-0258 800-542-7961
www.cgaconsultants.com

DESIGNED: _____ DATE: _____
DRAWN: MDS/SJC DATE: 07-24-17
CHECKED: ALM DATE: 07-24-17
APPROVED: _____ DATE: _____

WILD HORSE RIDGE THIRD ADDITION CEDAR FALLS, IOWA

FINAL PLAT
PROJECT NO. 993-16
SHEET NO. 1 OF 1



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 2, 2018

SUBJECT: Professional Services Agreement, AECOM Technical Services, Inc.
Downtown Levee Improvements Project
Supplemental Agreement No. 6 to the Downtown Levee Improvements Project
City Project No. FL-000-1975

Please find attached Supplemental Agreement No. 6 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 that includes providing footing design for proposed future artwork to be located within the planter box being constructed as part of the downtown Cedar Falls Levee/Floodwall Improvement Project currently under construction. The foundation design will allow for a future sculpture to be placed as coordinated by the Art & Culture Board.

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 cultural budget in the amount of \$4,800.00.

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



AECOM 319-232-6531 tel
501 Sycamore Street 319-232-0271 fax
Suite 222
Waterloo, Iowa 50703
www.aecom.com

**DOWNTOWN CEDAR FALLS LEVEE/FLOODWALL SYSTEM IMPROVEMENT PROJECT
CEDAR FALLS PROJECT NO. FL-000-1975
CITY OF CEDAR FALLS, IOWA**

SUPPLEMENTAL AGREEMENT NO. 6

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 now desire to enter into Supplemental Agreement No. 6 for additional design services.

NOW THEREFORE, it is mutually agreed to amend the original Professional Services Agreement as follows:

I. Project Description

This project includes providing footing design for proposed artwork to be located within the planter box being constructed as part of the downtown Cedar Falls Levee/Floodwall Improvement Project currently under construction. The final design of the artwork is not yet complete, but is estimated to have a surface area of 1,400 SF and a dead weight of 15,500 pounds.

II. Scope of Services

The Scope of Services will encompass and include services, materials, equipment, personnel and supplies necessary to provide final design of footing for proposed artwork and provide details for inclusion as part of other construction plans, but will not include bidding documents as a stand-alone project. The Scope of Services is further defined as follows:

Task 1. Geotechnical engineering to determine bearing capacity of soil and provide results to structural engineer.

Task 2. Structural design of footing to accommodate proposed artwork and preparation of plan sheet detailing footing design.

Exclusions

The following tasks are not included in this agreement, but may be added by supplemental agreement.

- Construction Staking/Survey
- Additional Soils Borings
- Design of Artwork

III. Compensation

Compensation for the above services will be on an hourly basis in accordance with Part V of the original agreement and segregated from all previous agreements. The estimated fee for these services is Four Thousand Eight Hundred Dollars (\$4,800.00).

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. 6 as of the dates shown below:

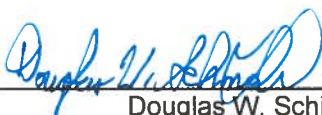
CITY OF CEDAR FALLS

By _____ Date _____
 Jim Brown
 Mayor

ATTEST:

By _____

AECOM TECHNICAL SERVICES, INC.

By  _____ Date May 2, 2018
 Douglas W. Schindel, P.E.
 Associate Vice President



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 1, 2018

SUBJECT: Maintenance and Repair Agreement
Post-Construction Stormwater Management Plan
Hawkeye Hotels, Inc.
Hampton Inn – Area 33

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 for Hawkeye Hotels, Inc., located at the northwest intersection of S. Main Street and W. 1st Street, and finds it in accordance with City Code. The Engineering Division recommends the agreement be accepted 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

Prepared by: VJ Engineering, 1501 Technology Parkway, Ste. 100, Cedar Falls, IA 50613 (319)266-5829

After recording Return to: Dan Arends, VJ Engineering, 1501 Technology Parkway, Ste. 100,
Cedar Falls, IA 50613

MAINTENANCE AND REPAIR AGREEMENT

This Agreement is made and entered into by and between Hawkeye Hotels, Inc. and the City of Cedar Falls, Iowa ("City");

WHEREAS, Hawkeye Hotels, Inc. desires to construct a Hampton Inn Hotel (Facility"), on _____, Cedar Falls, Black Hawk County, Iowa (collectively "Real Estate") 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:

Hawkeye Hotels, Inc. will construct the Facility on the real estate legally described as follows:

Parcel 1:

Lot 3, Auditor's Mill Company Plat, in the City of Cedar Falls, Black Hawk County, Iowa, except that part conveyed to City of Cedar Falls in Doc. #2016-14364.

Parcel 2:

All that part of Lot 2 and Lot 4, Auditor's Mill Company Plat in the City of Cedar Falls, Iowa, described as follows:

Commencing at the Northeast corner of Lot 4, thence North 55°30' East, 13.7 feet, to the point of beginning; thence South 55°30' West, to the Northeast corner of Lot 4, thence North 63°45' West, to the Northwest corner of Lot 4; thence South 26°17' West, 166.4 feet, to the South line of Lot 2; thence South 69°25' East, 172.5 feet, along the South line of Lot 2; thence North 26°17' East, to the point of beginning; EXCEPT THAT PART described as: Commencing at the Northeast corner of Lot 4, Auditor's Mill Company Plat; thence North 63°45' West, along the

Item G.2.o.

Northerly line of said Lot 4, 166.2 feet, to the Northwest corner of said Lot 4; thence South 26°17' West, along the Westerly line of a tract of land recorded in 604 CLD 945 in the Office of the Black Hawk County Recorder, 140.00 feet, to the point of beginning of the land to be described; thence continuing South 26°17' West, along the Westerly line of said tract, 26.4 feet, to a point on the Southerly line of said Lot 2, said point also being the Southwest corner of said tract; thence South 69°25' East, along said Southerly lot line, 172.5 feet, to the Southeast corner of said tract; thence North 26°17' East, along the Easterly line of said tract, 17.00 feet; thence North 66°17'46" West, 171.82 feet, to the point of beginning.

Parcel 3:

That part of Lots 2 and 4, Auditor's Mill Company Plat in the City of Cedar Falls, Iowa, described as follows: Commencing at the Northeast corner of said Lot 4; thence North 63°45' West, along the Northerly line of said Lot 4, 166.2 feet, to the point of beginning of the land to be described, said point also being the Northwest corner of said Lot 4; thence South 26°17' West, along the Westerly line of a tract of land recorded in 604 CLD 945 in the Office of the Black Hawk County Recorder, 140.00 feet; thence North 66°17'46" West, 35.00 feet; thence North 21°38'19" West, 20.26 feet; thence North 47°37'13" East, 137.42 feet, to the point of beginning; EXCEPT FROM ALL OF THE ABOVE Parcel "G" of Plat of Survey Doc. #2013-02682.

Parcel 4:

Parcel "F" of Plat of Survey Doc. #2013-02681 of part of Lot 2, Auditor's Mill Company Plat, in the City of Cedar Falls, Black Hawk County, Iowa and part of Lots 1, 2 and 3, Block 6, Original Plat of City of Cedar Falls, Black Hawk County, Iowa and that part of the alley in said Block 6, lying between Lots 1 and 2 of said Block 6.

Parcel 5:

Non-Exclusive Easement of the benefit of Parcels 1-4 as created by Perpetual Access Easement Agreement dated July 17, 2012 and recorded July 23, 2012 as Document No. 2013-01531 for ingress and egress over and across the land described as follows: All that part of vacated Washington Street lying North of the North line of West First Street, and Southerly of the Northerly line of Original Plat of the City of Cedar Falls between Blocks 6 and 7, Black Hawk County, Iowa.

1. Attached hereto as Exhibit A is the Stormwater Operation and Maintenance Plan for this project.
2. Attached hereto as Exhibit B is the Maintenance Schedule for the Facility.
3. The City shall have a permanent access easement on Real Estate for purposes of inspection of the Facility.
4. Hawkeye Hotels, Inc. shall be responsible for the installation, operation, maintenance, repair, and reconstruction of the Facility, and shall make records of the installation of the Facility, and all maintenance of and repairs to the Facility, and shall retain said records for at least twenty-five years or until the Facility has been reconstructed, in which case the records of the Facility as reconstructed, operated, maintained and repaired, shall be maintained. These records shall be made available to the City during and City inspection, and shall be submitted to the City at other reasonable times upon request.
5. Hawkeye Hotels, Inc. or other responsible party fails or refuses to meet any installation, maintenance, or repair requirements, and if the Facility is not a danger to public safety or

public health, the City shall provide Hawkeye Hotels, Inc. or other responsible party with reasonable notice to correct the violation in a timely manner.

6. In the event that the Facility becomes a danger to public safety or public health, the City shall notify Hawkeye Hotels, Inc. or other responsible party in writing that upon receipt of the notice, the responsible party shall have two days or such additional time as the City, in its discretion, reasonably determines that the circumstances may require to maintain and/or repair the Facility. If the violations or non-compliance have not been corrected by Hawkeye Hotels, Inc. or other responsible party in a timely manner, the City may assess, jointly and severally, Hawkeye Hotels, Inc. or other responsible parties for the cost of repair work and any penalties, and the cost of the work shall be a lien on the Facility, including the Real Estate, which is the land upon which the Facility is constructed, or shall be assessed to the Benefited Property or properties, as legally described in this Agreement, as a lien to be collected in the same manner as property taxes.
7. Attached hereto as Exhibit C are forms to be utilized with regard to inspection/maintenance of the Facility.
8. In consideration of approval by the City of the foregoing agreement and attached Exhibits, Hawkeye Hotels, Inc. accepts the responsibilities set forth herein and agrees that the same shall be binding upon its grantees, transferees, successors and assigns.

EXHIBIT A

Operation and Maintenance Plan

The BioClean SciClone SC-4 filtering manhole structure (“structure”) shall be inspected quarterly.

The structure shall be cleaned when the sediment has accumulated to a depth of two feet in the treatment chamber.

Cleaning of the structure should be done during dry weather conditions when no flow is entering the system.

Cleaning of the structure should be accomplished with a vacuum truck by removing the manhole cover and inserting the vacuum hose into the sump.

Disposal of all material removed from the structure shall be done in accordance with local regulations.

Install and operate the system in accordance with all applicable manufacturer performance and maintenance recommendations.

Item G.2.o.

EXHIBIT B

The BioClean SciClone SC-4 filtering manhole structure (“structure”) shall be inspected quarterly.

The BioClean SciClone SC-4 filtering manhole structure (“structure”) shall be installed and operated in accordance with all applicable manufacturer performance and maintenance recommendations.

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)	OBSERVATIONS & 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: May 1, 2018

SUBJECT: Maintenance and Repair Agreement
Post-Construction Stormwater Management Plan
Buckeye Corrugated Inc. – 2900 Capital Way

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 for Buckeye Corrugated Inc., located at 2900 Capital Way, and finds it in accordance with City Code. The Engineering Division recommends the agreement be accepted 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

Prepared by: Jon Biederman, Fehr Graham., 128 S. Vine Street, West Union, IA 52175, Phone (563) 422-5131
Return to: Cedar Falls Engineering Department, City Hall, 220 Clay Street, Cedar Falls, IA 50613

MAINTENANCE AND REPAIR AGREEMENT

This Agreement is made and entered into by and between the BUCKEYE CORRUGATED 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 their property described as **Lots 7, 8, 9 West Viking Road Industrial Park Phase III Addition and Lots 7, 8, 9, West Viking Road Industrial Park Phase IV, 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 and depicted on **Exhibit A**:

The South 130 feet of Lot 9 and the South 130 feet of the east 50 feet of Lot 8, West Viking Road Industrial Park Phase IV, Cedar Falls, Black Hawk County, Iowa

2. Attached hereto as **Exhibit B** is the Detention Basin Operation and Maintenance Manual for this Project

3. Attached hereto as **Exhibit C** is the Maintenance Schedule for the Facility.

4. The Land which is benefited by this agreement is entirely titled to 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.

Item G.2.p.

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 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 of 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 of 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 D** are forms to be utilized with regard to inspection/maintenance of the facility.

9. In consideration of the 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.

OWNER: BUCKEYE CORRUGATED INC.

By: *[Signature]*
Matt Highland, Division President
(Print or type) Name and Title

STATE OF Iowa)
COUNTY OF Black Hawk)^{SS}

This instrument was acknowledged before me on the 27th day of April, 2018 by Matt Highland, Division President of Buckeye Corrugated, Inc.

[Signature]
Notary Public in and for the State of Iowa



City of Cedar Falls, Iowa

By _____
Jim Brown, Mayor

STATE OF Iowa)
) ss
COUNTY OF Black Hawk)

This instrument was acknowledged before me on the ____ day of _____, 2018 by Jim Brown, Mayor of the City of Cedar Falls, Iowa

Notary Public in and for the State of Iowa

EXHIBIT A

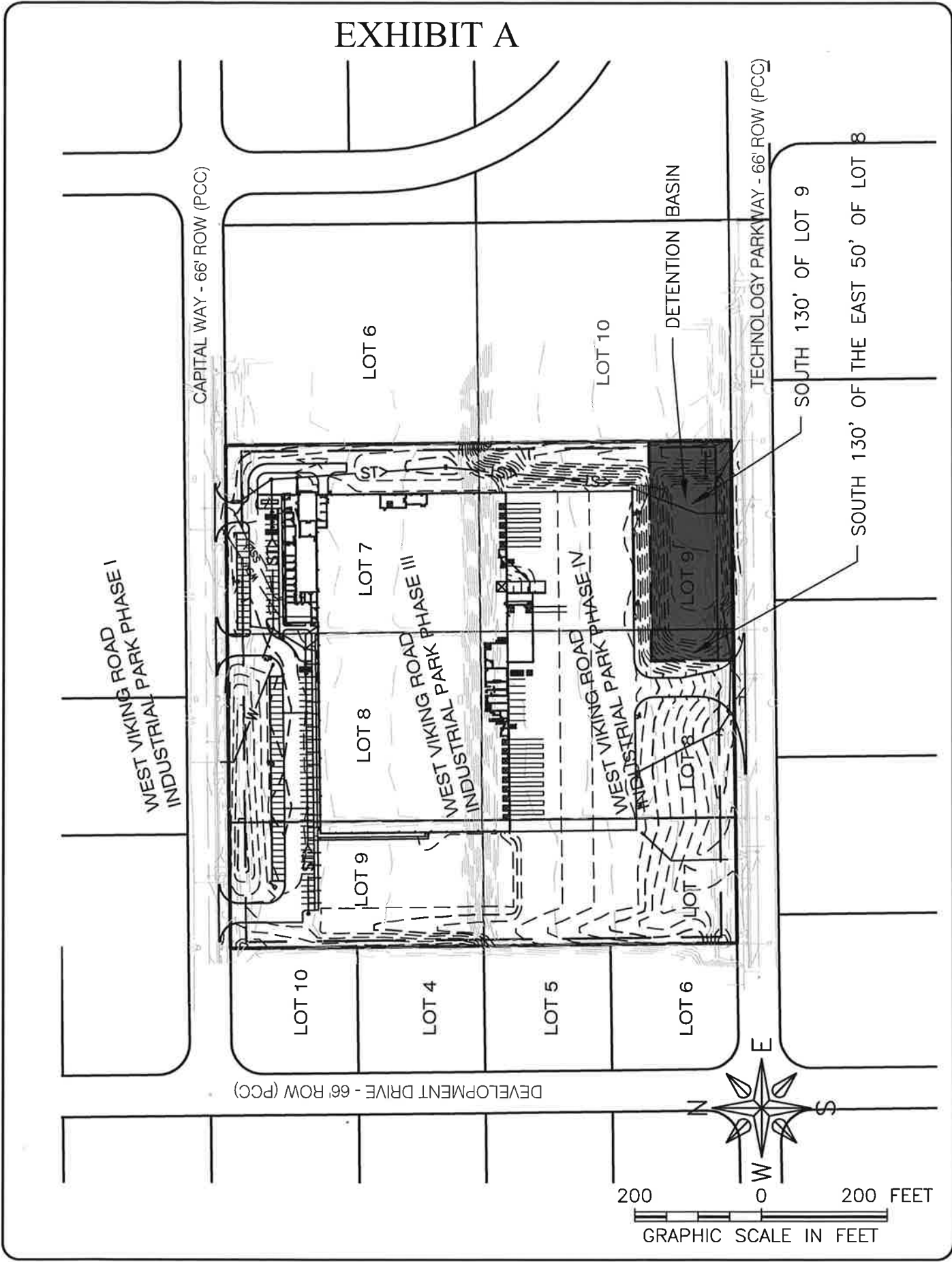


Exhibit B

Wet Detention Basin Operation and Maintenance Manual

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

<i>BMP element:</i>	<i>Potential problem:</i>	<i>How I will remediate the problem:</i>
<i>The entire BMP</i>	Trash/debris is present	Remove the trash/debris.
<i>The perimeter of the detention basin</i>	Areas of bare soil and/or 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 turf reinforcement mat may be required. Provide lime and a one-time fertilizer application.
	Vegetation is too short or too long.	Maintain vegetation at a height of approximately four to six inches.
<i>The inlet device: or swale</i>	The pipe is clogged.	Unclog the pipe. Dispose of the sediment off-site.
	The pipe or end section is cracked or otherwise damaged.	Replace the pipe or end section.
	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 eliminate future problems with erosion.
<i>The forebay (NA—The site does not contain a forebay)</i>	Sediment has accumulated to a depth greater than the original design sediment storage depth (6")	Search for the source 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 control protection such as reinforced turf matting or riprap to future problems with erosion.
	Weeds are present.	Remove weeds, preferably by hand. If pesticide is used, wipe it on plants rather than spray.
<i>The main detention area</i>	Sediment has accumulated to a depth greater than the original design sediment storage depth	Search for the source 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 pesticide (do not spray).
<i>The embankment</i>	Shrubs have started to grow on the embankment.	Remove shrubs immediately.
	A tree has started to grow on the embankment.	Remove tree immediately.
<i>The outlet device</i>	Clogging has occurred.	Clean out the outlet device. Dispose of the sediment off-site.
	The outlet device is damaged.	Repair the outlet
<i>Outlet structure trash rack</i>	Debris on trash rack.	Clear debris from trash rack. Dispose of properly.
<i>The receiving water (NA—Outlet discharges directly into storm sewer system)</i>	Erosion or other signs of damage have occurred at the outlet	Repair damage.

Exhibit C

**MAINTENANCE SCHEDULE
STORM DETENTION SYSTEM**

DESCRIPTION:

- 1) Inspect system within 60 days of initial operation.
- 2) Four periodic inspections of system within first year of operation.
- 3) Inspect system after each 25-year storm (5.56" per 24 hours) occurrence as measured at the National Weather Service reporting station at the Waterloo Regional Airport.
- 4) After one year of system operation, inspect annually.



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 1, 2018

SUBJECT: 2018 Permeable Alley Project
 Project No. ST-105-3094
 Bid Opening

On Tuesday, May 1st, 2018 at 2:00 p.m., bids were received and opened for the 2018 Permeable Alley Project. A total of four (4) bids were received, with Benton's Sand & Gravel, Inc. the low bidder:

	<i>Bid Total</i>
Benton's Sand & Gravel, Inc.	\$67,418.73
Lodge Construction, Inc.	\$67,473.65
K Cunningham Construction Co., Inc.	\$68,499.19
Vieth Construction Corp.	\$88,156.95

The Engineer's Estimate for this project was \$73,036.75. Benton's Sand & Gravel, Inc. of Cedar Falls, Iowa submitted the low bid in the amount of \$67,418.73, which is 7.6% below the Engineer's Estimate. Attached is a bid tab for your reference.

As a result of the competitive bids, we recommend acceptance of the low bid from Benton's Sand & Gravel Inc. in the amount of \$67,418.73. On May 21st, 2018, the Contract, Bonds and Insurance Certificate will be submitted for City Council approval.

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

BID TAB

PROJECT NAME: 2018 PERMEABLE ALLEY PROJECT

PROJECT NO.: ST-105-3094

BID OPENING: 2:00 p.m., Tuesday, May 1, 2018

**ENGINEERING DIVISION
DEPARTMENT OF COMMUNITY DEVELOPMENT
CITY OF CEDAR FALLS**

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNITS	ENGINEER'S COST ESTIMATE		1) Benton's Sand & Gravel, Inc.		2) Lodge Construction, Inc.		3) K. Cunningham Construction Co., Inc.		4) Vieth Construction Corporation	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	TRAFFIC CONTROL	1.00	L.S.	\$ 500.00	\$ 500.00	\$ 1,800.00	\$ 1,800.00	\$ 500.00	\$ 500.00	\$5,500.00	\$ 5,500.00	\$ 950.00	\$ 950.00
2	CLEARING & GRUBBING	1.00	EA.	\$ 250.00	\$ 250.00	\$ 700.00	\$ 700.00	\$ 500.00	\$ 500.00	\$ 700.00	\$ 700.00	\$ 2,250.00	\$ 2,250.00
3	REMOVAL OF CURB & GUTTER	68.00	L.F.	\$ 10.00	\$ 680.00	\$ 10.00	\$ 680.00	\$ 10.00	\$ 680.00	\$ 10.00	\$ 680.00	\$ 28.00	\$ 1,904.00
4	REMOVAL OF DRIVEWAY	90.70	S.Y.	\$ 10.00	\$ 907.00	\$ 9.00	\$ 816.30	\$ 13.00	\$ 1,179.10	\$ 9.00	\$ 816.30	\$ 13.00	\$ 1,179.10
5	REMOVAL OF SIDEWALK	16.40	S.Y.	\$ 10.00	\$ 164.00	\$ 9.00	\$ 147.60	\$ 13.00	\$ 213.20	\$ 9.00	\$ 147.60	\$ 30.00	\$ 492.00
6	EXCAVATION, CLASS 10, ROADWAY WASTE	334.90	C.Y.	\$ 18.00	\$ 6,028.20	\$ 15.00	\$ 5,023.50	\$ 16.00	\$ 5,358.40	\$ 15.00	\$ 5,023.50	\$ 43.00	\$ 14,400.70
7	SUBDRAIN, 6 IN. PERFORATED	302.00	L.F.	\$ 9.00	\$ 2,718.00	\$ 15.00	\$ 4,530.00	\$ 12.00	\$ 3,624.00	\$ 15.00	\$ 4,530.00	\$ 27.00	\$ 8,154.00
8	SUBDRAIN MONITORING WELL	2.00	EACH	\$ 250.00	\$ 500.00	\$ 575.00	\$ 1,150.00	\$ 500.00	\$ 1,000.00	\$ 575.00	\$ 1,150.00	\$ 775.00	\$ 1,550.00
9	TRENCH DRAIN	8.00	L.F.	\$ 200.00	\$ 1,600.00	\$ 165.00	\$ 1,320.00	\$ 250.00	\$ 2,000.00	\$ 175.00	\$ 1,400.00	\$ 200.00	\$ 1,600.00
10	GEOTEXTILE FABRIC - PERMEABLE	505.10	S.Y.	\$ 5.00	\$ 2,525.50	\$ 4.50	\$ 2,272.95	\$ 3.00	\$ 1,515.30	\$ 4.50	\$ 2,272.95	\$ 2.50	\$ 1,262.75
11	STORAGE AGGREGATE, BASE LAYER (I.D.O.T. GRAD. #13, CLASS 2, 3" CLEAN)	415.90	S.Y.	\$ 28.00	\$ 11,645.20	\$ 12.00	\$ 4,990.80	\$ 16.00	\$ 6,654.40	\$ 12.00	\$ 4,990.80	\$ 18.00	\$ 7,486.20
-	STONE AGGREGATE, CHOKER LAYER (I.D.O.T. GRAD. #3, CLASS 2, 1" CLEAN)	415.90	S.Y.	\$ 26.50	\$ 11,021.35	\$ 6.00	\$ 2,495.40	\$ 9.50	\$ 3,951.05	\$ 6.00	\$ 2,495.40	\$ 8.00	\$ 3,327.20
-	CONCRETE COLLAR, P.C.C., CLASS "C", 6 INCH, 5' WIDTH	304.90	S.Y.	\$ 40.00	\$ 12,196.00	\$ 49.50	\$ 15,092.55	\$ 53.00	\$ 16,159.70	\$ 41.75	\$ 12,729.58	\$ 46.00	\$ 14,025.40
-	CURB & GUTTER, 7" P.C.C. / H.M.A.	68.00	L.F.	\$ 35.00	\$ 2,380.00	\$ 55.00	\$ 3,740.00	\$ 41.00	\$ 2,788.00	\$ 43.75	\$ 2,975.00	\$ 43.00	\$ 2,924.00
-	GRAVEL HEADER, 1" ROADSTONE	15.30	S.Y.	\$ 35.00	\$ 535.50	\$ 15.00	\$ 229.50	\$ 21.00	\$ 321.30	\$ 15.00	\$ 229.50	\$ 28.00	\$ 428.40
16	CONCRET HEADER, P.C.C., CLASS "C", 6 INCH	17.80	S.Y.	\$ 50.00	\$ 890.00	\$ 69.30	\$ 1,233.54	\$ 58.00	\$ 1,032.40	\$ 91.50	\$ 1,628.70	\$ 100.00	\$ 1,780.00
17	DRIVEWAY, P.C.C., CLASS "C", 6 INCH	80.10	S.Y.	\$ 50.00	\$ 4,005.00	\$ 49.50	\$ 3,964.95	\$ 51.00	\$ 4,085.10	\$ 48.00	\$ 3,844.80	\$ 53.00	\$ 4,245.30
18	SIDEWALK, P.C.C., CLASS "C", 6 INCH	26.90	S.Y.	\$ 50.00	\$ 1,345.00	\$ 49.50	\$ 1,331.55	\$ 53.00	\$ 1,425.70	\$ 74.50	\$ 2,004.05	\$ 82.00	\$ 2,205.80
19	PERMEABLE CLAY BLOCK PAVERS	1,011.10	S.F.	\$ 10.00	\$ 10,111.00	\$ 11.72	\$ 11,850.09	\$ 10.00	\$ 10,111.00	\$ 9.55	\$ 9,656.01	\$ 11.00	\$ 11,122.10
20	TOPSOIL, FURNISH, AND SPREAD	20.00	C.Y.	\$ 50.00	\$ 1,000.00	\$ 40.00	\$ 800.00	\$ 40.00	\$ 800.00	\$ 40.00	\$ 800.00	\$ 50.00	\$ 1,000.00
21	HYDRAULIC MULCHING (TYPE 1, PERMANENT LAWN MIXTURE)	1,000.00	S.F.	\$ 0.50	\$ 500.00	\$ 1.80	\$ 1,800.00	\$ 2.00	\$ 2,000.00	\$ 1.50	\$ 1,500.00	\$ 2.00	\$ 2,000.00
22	WATTLES	40.00	L.F.	\$ 5.00	\$ 200.00	\$ 5.00	\$ 200.00	\$ 6.00	\$ 240.00	\$ 5.50	\$ 220.00	\$ 6.25	\$ 250.00
23	SWEEPING / VACUUMING, STREET	2.00	HR.	\$ 150.00	\$ 300.00	\$ 150.00	\$ 300.00	\$ 250.00	\$ 500.00	\$ 140.00	\$ 280.00	\$ 160.00	\$ 320.00
24	VALVE ADJUSTMENT	1.00	EA.	\$ 260.00	\$ 260.00	\$ 300.00	\$ 300.00	\$ 250.00	\$ 250.00	\$ 275.00	\$ 275.00	\$ 175.00	\$ 175.00
25	SEDIMENT FILTER, INTAKE	15.00	L.F.	\$ 7.00	\$ 105.00	\$ 10.00	\$ 150.00	\$ 9.00	\$ 135.00	\$ 150.00	\$ 2,250.00	\$ 175.00	\$ 2,625.00
26	SEDIMENT FILTER, INTAKE WELL	2.00	EA.	\$ 220.00	\$ 440.00	\$ 150.00	\$ 300.00	\$ 175.00	\$ 350.00	\$ 150.00	\$ 300.00	\$ 175.00	\$ 350.00
27	CLEANING OF FILTER SEDIMENT BASINS	2.00	EA.	\$ 115.00	\$ 230.00	\$ 100.00	\$ 200.00	\$ 50.00	\$ 100.00	\$ 50.00	\$ 100.00	\$ 75.00	\$ 150.00
				Engineer's Cost Est.:	\$ 73,036.75	Total Bid:	\$ 67,418.73	Total Bid:	\$ 67,473.65	Total Bid:	\$ 68,499.19	Total Bid:	\$ 88,156.05

Item G.2.q-



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 1, 2018

SUBJECT: Campus Street Box Culvert
 Project No. BR-101-3043
 Bid Opening

On Tuesday, May 1st, 2018 at 2:00 p.m., bids were received and opened for the Campus Street Box Culvert. A total of three (3) bids were received, with Peterson Contractors Inc. the low bidder:

	<i>Bid Total</i>
Peterson Contractors Inc.	\$317,558.60
Lodge Construction, Inc.	\$352,964.80
Vieth Construction Corp	\$388,387.25

The Engineer's Estimate for this project was \$356,032.70. Peterson Contractors Inc. of Reinbeck, Iowa submitted the low bid in the amount of \$317,558.60, which is 10.8% below the Engineer's Estimate. Attached is a bid tab for your reference.

As a result of the competitive bids, we recommend acceptance of the low bid from Peterson Contractors Inc. in the amount of \$317,558.60. On May 21st, 2018, the Contract, Bonds and Insurance Certificate will be submitted for City Council approval.

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

PROJECT BID TAB

PROJECT NAME: Campus Street Bridge Replacement

CITY PROJECT NUMBER: BR-101-3043

BID OPENING: May 1, 2018

DEPARTMENT OF COMMUNITY DEVELOPMENT

ENGINEERING DIVISION

**CITY OF CEDAR FALLS
DEPARTMENT OF COMMUNITY DEVELOPMENT
ENGINEERING DIVISION**

BID ITEM	DESCRIPTION	UNITS	EST. QUANTITY	ENGINEER'S ESTIMATE		(1) Peterson Contractors Inc.		(2) Lodge Construction INC.		(3) Vieth Construction Corporation		(4)		(5)	
				UNIT PRICES	EXTENDED PRICES	UNIT PRICES	EXTENDED PRICES	UNIT PRICES	EXTENDED PRICES	UNIT PRICES	EXTENDED PRICES	UNIT PRICES	EXTENDED PRICES	UNIT PRICES	EXTENDED PRICES
1	Mobilization	L.S.	1.0	\$20,000.00	\$20,000.00	\$14,000.00	\$14,000.00	\$12,000.00	\$12,000.00	\$16,500.00	\$16,500.00				
2	Clearing and Grubbing	L.S.	1.0	\$ 5,000.00	\$5,000.00	\$1,375.00	\$1,375.00	\$500.00	\$500.00	\$385.00	\$385.00				
3	Removal of Existing Bridge Structure	L.S.	1.0	\$ 7,500.00	\$7,500.00	\$10,500.00	\$10,500.00	\$10,500.00	\$10,500.00	\$11,000.00	\$11,000.00				
4	Removal of Pavement	S.Y.	352.0	\$ 6.50	\$2,288.00	\$6.25	\$2,200.00	\$7.00	\$2,464.00	\$8.50	\$2,992.00				
5	Removal of Driveway	S.Y.	25.0	\$ 18.00	\$450.00	\$11.00	\$275.00	\$7.00	\$175.00	\$16.00	\$400.00				
6	Removal of Sidewalk	S.Y.	91.0	\$ 6.00	\$546.00	\$7.50	\$682.50	\$7.00	\$637.00	\$11.00	\$1,001.00				
7	Removals, As Per Plan	Units	0.75	\$ 500.00	\$375.00	\$700.00	\$525.00	\$800.00	\$600.00	\$2,200.00	\$1,650.00				
8	Sawcutting for Removals	L.F.	70.0	\$ 5.50	\$385.00	\$7.50	\$525.00	\$6.00	\$420.00	\$8.00	\$560.00				
9	Excavation, Class 10, Roadway, Waste	C.Y.	102.0	\$ 10.00	\$1,020.00	\$10.50	\$1,071.00	\$12.00	\$1,224.00	\$26.00	\$2,652.00				
10	Excavation, Class 10, Unstable, Roadway	C.Y.	11.0	\$ 13.50	\$148.50	\$21.50	\$236.50	\$30.00	\$330.00	\$77.00	\$847.00				
11	Excavation, Class 12, Boulder	C.Y.	1.0	\$ 60.00	\$60.00	\$175.00	\$175.00	\$50.00	\$50.00	\$285.00	\$285.00				
12	Compaction of Subgrade, Roadway	STA.	0.71	\$ 400.00	\$284.00	\$1,000.00	\$710.00	\$1,000.00	\$710.00	\$1,500.00	\$1,065.00				
13	Excavation, Class 13, Channel	C.Y.	123.0	\$ 10.00	\$1,230.00	\$10.50	\$1,291.50	\$9.00	\$1,107.00	\$23.00	\$2,829.00				
14	Excavation, Class 23, Structure	C.Y.	409.0	\$ 10.00	\$4,090.00	\$9.00	\$3,681.00	\$9.00	\$3,681.00	\$21.00	\$8,589.00				
15	Granular Subbase, Backfill Culvert	C.Y.	93.0	\$ 45.00	\$4,185.00	\$44.00	\$4,092.00	\$35.00	\$3,255.00	\$58.00	\$5,394.00				
16	Granular Bedding Culvert	C.Y.	125.0	\$ 45.00	\$5,625.00	\$52.50	\$6,562.50	\$53.00	\$6,625.00	\$57.00	\$7,125.00				
17	Flowable Mortar, Culvert	C.Y.	52.0	\$ 130.00	\$6,760.00	\$120.00	\$6,240.00	\$160.00	\$8,320.00	\$136.00	\$7,072.00				
18	Double Cell 14' x 6' Culvert, Precast P.C.C.	L.F.	78.0	\$ 2,050.00	\$159,900.00	\$1,600.00	\$124,800.00	\$2,000.00	\$156,000.00	\$1,950.00	\$152,100.00				
19	Double Cell 14' x 6' Culvert, Culvert Apron, 2:1 Sloped End Section, Precast P.C.C., Including Parapet	Each	2.0	\$17,000.00	\$34,000.00	\$20,000.00	\$40,000.00	\$19,000.00	\$38,000.00	\$19,000.00	\$38,000.00				
20	1' X 4' X 36' P.C.C. Precast Curtain Wall	Each	2.0	\$ 3,800.00	\$7,600.00	\$3,300.00	\$6,600.00	\$4,000.00	\$8,000.00	\$7,300.00	\$14,600.00				
21	Handrail, 2 in. Dia. Steel Pipe, Hot-Dip Galvanized	L.F.	103.5	\$ 150.00	\$15,525.00	\$127.00	\$13,144.50	\$125.00	\$12,937.50	\$130.00	\$13,455.00				
22	Revetment, Class E	Tons	207.0	\$ 40.00	\$8,280.00	\$36.50	\$7,555.50	\$38.00	\$7,866.00	\$44.00	\$9,108.00				
23	Engineering Fabric, Polymer Grid	S.Y.	307.0	\$ 4.00	\$1,228.00	\$3.50	\$1,074.50	\$3.00	\$921.00	\$2.00	\$614.00				
24	Granular Subbase, 12 in. Roadway	S.Y.	512.0	\$ 14.00	\$7,168.00	\$14.00	\$7,168.00	\$15.00	\$7,680.00	\$18.00	\$9,216.00				
25	Granular Subbase, 4 in. Driveway	S.Y.	25.0	\$ 18.00	\$450.00	\$13.00	\$325.00	\$12.00	\$300.00	\$17.00	\$425.00				
26	Pavement, Stand., PCC, 7", Type "C", Class III	S.Y.	460.0	\$ 44.00	\$20,240.00	\$40.25	\$18,515.00	\$47.00	\$21,620.00	\$44.00	\$20,240.00				
27	Driveway, PCC, 6", Type "M", Class III	S.Y.	25.0	\$ 75.00	\$1,875.00	\$57.50	\$1,437.50	\$47.00	\$1,175.00	\$62.00	\$1,550.00				
28	Sidewalk, PCC, 4", Type "C", Class III	S.Y.	158.0	\$ 35.00	\$5,530.00	\$36.00	\$5,688.00	\$40.00	\$6,320.00	\$39.00	\$6,162.00				
29	Patch, HMA (S-T) Surface, 1/2", PG58-28S	Tons	13.0	\$ 175.00	\$2,275.00	\$225.00	\$2,925.00	\$240.00	\$3,120.00	\$250.00	\$3,250.00				
30	Intake, SW-507	Each	2.0	\$ 3,550.00	\$7,100.00	\$4,450.00	\$8,900.00	\$4,000.00	\$8,000.00	\$4,200.00	\$8,400.00				
31	Manhole Adjustment, Minor, Furnish New Casting	Each	1.0	\$ 1,100.00	\$1,100.00	\$1,000.00	\$1,000.00	\$1,200.00	\$1,200.00	\$570.00	\$570.00				
32	Sewer, Storm, 12" Dia. RCP 2000D	L.F.	7.5	\$ 55.00	\$412.50	\$50.00	\$375.00	\$55.00	\$412.50	\$215.00	\$1,612.50				
33	Sewer, Storm, 15" Dia. RCP 2000D	L.F.	35.0	\$ 55.00	\$1,925.00	\$54.50	\$1,907.50	\$70.00	\$2,450.00	\$76.00	\$2,660.00				
34	Sewer, Storm, 18" Dia. Perf. HDPE	L.F.	27.0	\$ 55.00	\$1,485.00	\$46.25	\$1,248.75	\$59.00	\$1,593.00	\$82.00	\$2,214.00				
35	Sewer, Storm, 24" Dia. RCP 2000D	L.F.	7.5	\$ 65.00	\$487.50	\$79.00	\$592.50	\$95.00	\$712.50	\$300.00	\$2,250.00				
36	Sewer, Storm, 30" Dia. RCP 2000D	L.F.	7.5	\$ 80.00	\$600.00	\$101.00	\$757.50	\$105.00	\$787.50	\$310.00	\$2,325.00				
37	Special Pipe Connection, SW-211	Each	4.0	\$ 500.00	\$2,000.00	\$500.00	\$2,000.00	\$1,000.00	\$4,000.00	\$1,900.00	\$7,600.00				
38	Granular Backfill, Intakes	Tons	10.0	\$ 38.00	\$380.00	\$39.00	\$390.00	\$26.00	\$260.00	\$120.00	\$1,200.00				
39	Subdrain, HDPE, Stand., Perf., 6 In. Dia.	L.F.	258.0	\$ 10.70	\$2,760.60	\$11.00	\$2,838.00	\$12.00	\$3,096.00	\$16.00	\$4,128.00				
40	Subdrain Outlet, 2' x 6 In. Dia. CMP	Each	1.0	\$ 200.00	\$200.00	\$190.00	\$190.00	\$150.00	\$150.00	\$190.00	\$190.00				
41	Subdrain Outlet, 6' x 6 In. Dia. CMP	Each	2.0	\$ 250.00	\$500.00	\$250.00	\$500.00	\$250.00	\$500.00	\$250.00	\$500.00				
42	Sediment Filter, Intake Well	Each	2.0	\$ 150.00	\$300.00	\$150.00	\$300.00	\$200.00	\$400.00	\$150.00	\$300.00				
43	Sediment Filter, Intake	L.F.	18.0	\$ 11.00	\$198.00	\$150.00	\$2,700.00	\$10.00	\$180.00	\$16.00	\$288.00				
44	Cleaning, Sediment Filter, Basin	Each	2.0	\$ 75.00	\$150.00	\$50.00	\$100.00	\$50.00	\$100.00	\$54.00	\$108.00				
45	Topsoil, Furnish and Spread	C.Y.	81.0	\$ 18.00	\$1,458.00	\$14.00	\$1,134.00	\$40.00	\$3,240.00	\$26.00	\$2,106.00				
46	Fertilizing, Seeding and Mulching	Acre	0.10	\$ 7,500.00	\$750.00	\$15,000.00	\$1,500.00	\$16,000.00	\$1,600.00	\$13,000.00	\$1,300.00				
47	Sod, Provide and Place	S.F.	3,173.0	\$ 0.70	\$2,221.10	\$0.85	\$2,697.05	\$0.90	\$2,855.70	\$1.75	\$5,552.75				
48	Rolled Erosion Control Product, Extended Term (RECP)	S.Y.	279.0	\$ 2.50	\$697.50	\$1.90	\$530.10	\$2.00	\$558.00	\$4.00	\$1,116.00				
49	Street Sweeping	HR.	2.0	\$ 175.00	\$350.00	\$150.00	\$300.00	\$250.00	\$500.00	\$100.00	\$200.00				
50	Traffic Control	L.S.	1.0	\$ 5,000.00	\$5,000.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,350.00	\$1,350.00				
51	Wattles	L.F.	320.0	\$ 3.00	\$960.00	\$3.50	\$1,120.00	\$4.00	\$1,280.00	\$4.85	\$1,552.00				
52	Sidewalk, P.C.C. 6 In., Class III	S.Y.	11.7	\$ 40.00	\$468.00	\$96.00	\$1,123.20	\$53.00	\$620.10	\$110.00	\$1,287.00				
53	Pedestrian Ramps, Detectable Warning Panels	S.F.	16.0	\$ 32.00	\$512.00	\$30.00	\$480.00	\$27.00	\$432.00	\$32.00	\$512.00				
				TOTAL	\$356,032.70	TOTAL	\$317,558.60	TOTAL	\$352,964.80	TOTAL	\$388,387.25	TOTAL		TOTAL	



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 2, 2018

SUBJECT: Professional Services Agreement
Greenhill Road Traffic Study
Snyder & Associates, Inc.
Project No. SY-000-3158

Please find attached the Professional Services Agreement with Snyder & Associates, Inc. that outlines the scope of services and costs for the Greenhill Road Traffic Study.

Snyder & Associates was the firm selected by Community Development. The enclosed agreement with Snyder & Associates provides for the traffic impact study necessary to determine the existing and future roadway capacity and safety needs of the Greenhill Road corridor. Once the study is complete, we will utilize the recommendations from the study and implement the any improvements necessary for the corridor.

The cost of this project falls within our budget for CIP Item #88 Traffic Planning. The funding for this project will be provided by Street Construction Funds.

The Department of Community Development requests your consideration and approval of this Professional Service Agreement with Snyder & Associates for the Greenhill Road Traffic Study.

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 ♦ 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

Greenhill Road Corridor Traffic Study

Cedar Falls, Iowa

City Project Number SY-000-3158

This Agreement is made and entered by and between Snyder & Associates, Inc., 2727 SW Snyder Boulevard, Ankeny, 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

Item G.2.s.

quality of Services, including claims alleging negligence, breach of warranty and breach of contract, shall be exclusively those set forth herein.

- (d) CONSULTANT shall, if requested in writing by CLIENT, for the protection of CLIENT, require from all vendors and subcontractors from which CONSULTANT procures equipment, materials or services for the project, guarantees with respect to such equipment, materials and services. All such guarantees shall be made available to CLIENT to the full extent of the terms thereof. CONSULTANT's liability with respect to such equipment, and materials obtained from vendors or services from subcontractors, shall be limited to procuring guarantees from such vendors or subcontractors and rendering all reasonable assistance to CLIENT for the purpose of enforcing the same.
- (e) CONSULTANT will be providing estimates of costs to the CLIENT covering an extended period of time. CONSULTANT does not have control over any such costs, including, but not limited to, costs of labor, material, equipment or services furnished by others or over competitive bidding, marketing or negotiating conditions, or construction contractors' methods of determining their prices. Accordingly, it is acknowledged and understood that any estimates, projections or opinions of probable project costs provided herein by CONSULTANT are estimates only, made on the basis of CONSULTANT's experience and represent CONSULTANT's reasonable judgment as a qualified professional. CONSULTANT does not guarantee that proposals, bids or actual project costs will not vary from the opinions of probable costs prepared by CONSULTANT, and the CLIENT waives any and all claims that it may have against CONSULTANT as a result of any such variance.

III. CLIENT'S RESPONSIBILITIES

CLIENT shall at such times as may be required for the successful and expeditious completion of the Services:

- (a) Provide all criteria and information as to CLIENT's requirements; obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the project; and designate a person with authority to act on CLIENT's behalf on all matters concerning the Services.
- (b) Furnish to CONSULTANT all existing studies, reports and other available data pertinent to the Services, and obtain additional reports, data and services as may be required for the project. CONSULTANT shall be entitled to rely upon all such information, data and the results of such other services in performing its Services hereunder.

IV. INSURANCE REQUIREMENTS FOR CONTRACTORS FOR THE CITY OF CEDAR FALLS

The provisions of the document entitled, "Insurance Requirements for Contractors for the City of Cedar Falls," dated December 13, 2011 as revised January 31, 2017 consisting of 11 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 in effect at the time the services are performed. Total compensation is a not to exceed a fee of Eighty-Eight Thousand Six Hundred and No/100 Dollars (\$88,600.00).

CONSULTANT may bill the CLIENT monthly for services completed at the time of billing. CLIENT agrees to pay CONSULTANT the full amount of such invoice within thirty (30) days after receipt thereof. In the event CLIENT disputes any invoice item, CLIENT shall give CONSULTANT written notice of such disputed item within ten (10) days after receipt of invoice and shall pay to CONSULTANT the undisputed portion of the invoice according to the provisions hereof. CLIENT agrees to abide by any applicable statutory prompt pay provisions currently in effect.

VII. TERMINATION

CLIENT may, with or without cause, terminate the Services at any time upon fourteen (14) days written notice to CONSULTANT. The obligation to provide further Services under this Agreement may be terminated by either party upon fourteen (14) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, providing such defaulting party has not cured such failure, or, in the event of a non-monetary default, commenced reasonable actions to cure such failure. In either case, CONSULTANT will be paid for all expenses incurred and Services rendered to the date of the termination in accordance with compensation terms of Article VI.

VIII. OWNERSHIP OF DOCUMENTS

- (a) Sealed original drawings, specifications, final project specific calculations and other instruments of service which CONSULTANT prepares and delivers to CLIENT pursuant to this Agreement shall become the property of CLIENT when CONSULTANT has been compensated for Services rendered. CLIENT shall have the right to use such instruments of service solely for the purpose of the construction, operation and maintenance of the Facilities. 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

Item G.2.s.

contractors, subcontractors or of any of their employees, agents and representatives of such contractors; or for inspecting machinery, construction equipment and tools used and employed by contractors and subcontractors on CLIENT's construction projects and shall not have the right to stop or reject work without the thorough evaluation and approval of the CLIENT. In no event shall CONSULTANT be liable for the acts or omissions of CLIENT's construction contractors, subcontractors or any persons or entities performing any of the construction work, or for the failure of any of them to carry out construction work under contracts with CLIENT.

X. INDEPENDENT CONTRACTOR

CONSULTANT shall be an independent contractor with respect to the Services to be performed hereunder. Neither CONSULTANT nor its subcontractors, nor the employees of either, shall be deemed to be the servants, employees, or agents of CLIENT.

XI. PRE-EXISTING CONDITIONS

Anything herein to the contrary notwithstanding, CONSULTANT shall have no legal responsibility or liability for any and all pre-existing contamination. "Pre-existing contamination" is any hazardous or toxic substance present at the site or sites concerned which was not brought onto such site or sites by CONSULTANT. CLIENT agrees to release CONSULTANT from and against any and all liability to the CLIENT which may in any manner arise in any way directly or indirectly caused by such pre-existing contamination except if such liability arises from CONSULTANT's sole negligence or willful misconduct.

CLIENT shall, at CLIENT's sole expense and risk, arrange for handling, storage, transportation, treatment and delivery for disposal of pre-existing contamination. CLIENT shall be solely responsible for obtaining a disposal site for such material. CLIENT shall look to the disposal facility and/or transporter for any responsibility or liability arising from improper disposal or transportation of such waste. CONSULTANT shall not have or exert any control over CLIENT in CLIENT's obligations or responsibilities as a generator in the storage, transportation, treatment or disposal of any pre-existing contamination. CLIENT shall complete and execute any governmentally required forms relating to regulated activities including, but not limited to generation, storage, handling, treatment, transportation, or disposal of pre-existing contamination.

For CONSULTANT's Services requiring drilling, boring, excavation or soils sampling, CLIENT shall approve selection of the contractors to perform such services, all site locations, and provide CONSULTANT with all necessary information regarding the presence of underground hazards, utilities, structures and conditions at the site.

XII. DISPUTE RESOLUTION

If a dispute arises out of, or relates to, the breach of this Agreement and if the dispute cannot be settled through negotiation, then the CONSULTANT and the CLIENT agree to submit the dispute to mediation. In the event CONSULTANT or the CLIENT desires to mediate any dispute, that party shall notify the other party in writing of the dispute desired to be mediated. If the parties are unable to resolve their differences within 10 days of the receipt of such notice, such dispute shall be submitted for mediation in accordance with the procedures and rules of the American Arbitration Association (or any successor organization) then in effect. The deadline for submitting the dispute to mediation can be changed if the parties mutually agree in writing to extend the time between receipt of notice and submission to mediation. The expenses of the mediator shall be shared 50 percent by CONSULTANT and 50 percent by the CLIENT. This requirement to seek mediation shall be a condition required before filing an action at law or in equity. However, prior to or during the negotiations or the mediation either party may initiate litigation that would otherwise be barred by a statute of limitations, and CONSULTANT may pursue any property liens or other rights it may have to obtain security for the payment of its invoices.

This Agreement shall be governed by the laws of the State of Iowa and any action at law or other judicial proceeding arising from this Agreement shall be instituted in Black Hawk County District Court, Waterloo, Iowa.

XIII. MISCELLANEOUS

- (a) This Agreement constitutes the entire agreement between the parties hereto and supersedes any oral or written representations, understandings, proposals, or communications heretofore entered into by or on account of the parties and may not be changed, modified, or amended except in writing signed by the parties hereto. In the event of any conflict between this contract document and any of the exhibits hereto, the terms and conditions of Exhibit C shall control. In the event of any conflict among the exhibits, Exhibit C shall control.
- (b) This Agreement shall be governed by the laws of the State of Iowa.
- (c) CONSULTANT may subcontract any portion of the Services to a subcontractor approved by CLIENT. In no case shall CLIENT's approval of any subcontract relieve CONSULTANT of any of its obligations under this Agreement.
- (d) In the event CLIENT uses a purchase order form to administer this Agreement, the use of such form shall be for convenience purposes only, and any typed provision in conflict with the terms of this Agreement and all preprinted terms and conditions contained in or on such forms shall be deemed stricken and null and void.
- (e) This Agreement gives no rights or benefits to anyone other than CLIENT and CONSULTANT and does not create any third party beneficiaries to the Agreement.
- (f) Except as may be explicitly set forth above, nothing contained in this Agreement or its exhibits limits the rights and remedies, including remedies related to damages, of either party that are available to either party under the law.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year written below.

APPROVED FOR CLIENT

APPROVED FOR CONSULTANT

By: _____

By: David N. Moeller

Printed Name: James P. Brown

Printed Name: David N. Moeller, P.E.

Title: Mayor of Cedar Falls

Title: President

Date: _____

Date: May 2, 2018

Exhibit A

**Greenhill Road Corridor Traffic Study
Cedar Falls, Iowa
City Project Number SY – 000 –3158**

Scope of Services

1. Objective: Develop a traffic study to evaluate current and future traffic demand of all modes of traffic in the Greenhill Rd corridor for the purposes of developing short and long range plans for overall lane needs and intersection improvements over the coming years. Other areas of focus for the study will be potential for traffic demand change due to new land use development in the area, “complete streets” considerations, and appropriate traffic control for intersections such as traffic signalization or roundabouts.
2. Corridor Study Limits: Study corridor will include all intersections, roadway, and pedestrian/bicycle facilities on Greenhill Rd between Hudson Rd and Cedar Heights Drive. Intersecting side streets will be included to limits of traffic operational impacts on Greenhill Rd. Land use development will be considered in a larger area that can contribute to traffic demand on or across Greenhill Rd. See attached Corridor Map for study intersections.
3. Meetings/Public Input:
 - 3.1. Staff coordination kick-off meeting to review various background data sources, information to be provided by City, and discuss issues and alternatives.
 - 3.2. Kickoff meeting for neighborhood, businesses, and public. Prepare materials, handouts and attend project kickoff meeting for public. Provide overview of traffic, crash history, forecast traffic, and possible alternatives.
 - 3.3. Work with City staff to develop web based public input mechanism through tool like Map.Social or through other City website platform for public feedback on concerns and issues.
 - 3.4. Staff meeting #2 – review traffic analysis, alternatives, draft recommendations.
 - 3.5. Neighborhood meeting #2 – Prepare materials, handouts and attend project alternatives meeting.
 - 3.6. Staff Meeting #3 – review draft report, cost opinions, other final recommendations for report prior to Neighborhood Meeting #3 and Council presentation.
 - 3.7. Neighborhood Meeting #3 – Prepare materials, handouts, and attend project recommendations meeting.
 - 3.8. City Council worksession meeting presentation of final recommendations.
4. Data Collection & Field Review:
 - 4.1. Verify current Iowa DOT 2017 traffic count information previously acquired and gather Iowa DOT historic traffic count information within the corridor back to 1990's as available.
 - 4.2. Collect turning movement counts at nine (9) total intersections in corridor excluding IA 58 & Cedar Heights Dr (2017 DOT count provided), and S Main Street (City counted

- December 2017). Counts will be gathered with video camera recording devices for primary 13 hour period of typical weekday before local public schools dismiss for summer. Car, Truck, pedestrian and bicyclist data to be collected.
- 4.3. Collect 48hr road tube traffic volumes at two locations within the corridor for hourly totals and to tabulate operating speeds.
 - 4.4. Perform travel time studies during peak and off peak periods (up to three total periods) to define basic corridor travel time characteristics and typical stops and delays.
 - 4.5. Gather crash history for five year period 2013 – 2018 (to date) for entire corridor via Iowa DOT's WebSAVER database.
 - 4.6. Perform corridor inventory of basic roadway and traffic control infrastructure (i.e. lanes, speed limits, markings, signing, crosswalks, driveways, sidewalk, traffic signals, etc.)
 - 4.7. Verify any specific locations of sight distance concern from entering side streets or driveways.
 - 4.8. Inventory traffic signal equipment – signal heads, signs, phasing, detection. City to provide controller timing data.
 - 4.9. Prepare technical memorandum(s) summarizing existing conditions.
5. Land Use & Traffic Forecasting:
- 5.1. Request and review current INRCOG TransCAD model forecasts. Expect recent (April 2018 adoption) 2045 model.
 - 5.2. Work with City staff to identify land use redevelopment relative to possible trip generation impacts within the corridor. Specific focus on large vacant tracts in Pinnacle Prairie development.
 - 5.3. Estimate trip generation using ITE Trip Generation data for development parcels for traffic demand increases based on comprehensive land use plan and current zoning for comparison to INRCOG forecasts.
 - 5.4. Combine existing & projected future traffic to develop design year estimated daily/peak hour turning movements for corridor and study intersections.
 - 5.5. Prepare technical memorandum(s) summarizing traffic forecasts.
6. Traffic Analysis:
- 6.1. Develop corridor traffic model in Synchro Professional to prepare capacity analysis for existing and design year traffic demand conditions utilizing Synchro Professional or other method utilizing Highway Capacity Manual techniques and criteria.
 - 6.2. Perform capacity analysis of existing and design year peak hour traffic to evaluate basic roadway and intersection lane configuration needs.
 - 6.3. Determine demand for other modes – pedestrian, bicycle, and transit.
 - 6.4. Review corridor crash history for potential concerns, trends, contributing causes and correctable measures.
 - 6.5. Evaluate and analyze intersection traffic control types (STOP, signalized, roundabout). Develop matrix of signalization vs. roundabout measures of performance for comparison using Highway Capacity Software and Synchro Professional / Sim Traffic.
 - 6.6. Perform sensitivity analysis for potential variations in projected development and traffic forecasts to determine impacts on corridor traffic operations and Measures of Effectiveness (i.e. travel time, delay, speed).
 - 6.7. Prepare technical memorandum summarizing analysis.

7. Main Street Intersection
 - 7.1. Provide immediate evaluation of Main Street operation needs assessment for improvements in year 2018, as well as near term improvements scheduled for design in 2020.
 - 7.2. Improvements should be coordinated and evaluate cost opinions for each.
 - 7.3. Summarize needs in technical memorandum by mid-June.

8. Corridor Concepts & Alternative Evaluations:
 - 8.1. Develop intersection needs and typical cross-section alternatives based on capacity analysis results and safety review.
 - 8.2. Analyze Complete Streets considerations for pedestrians/bicycles/transit.
 - 8.3. Evaluate benefits, impacts and costs for each alternative.
 - 8.4. Identify ROW needs, property and utility impacts.
 - 8.5. Identify access modification needs if applicable based on safety and operations analysis.
 - 8.6. Prepare simulation models in Sim Traffic / VISSIM for intersection operation comparison of typical intersections to confirm capacity analysis results and evaluate alternative measures of effectiveness and intersection layout with ConceptStation CADD based rendering imagery as needed for public information meetings to demonstrate traffic operation or intersection configuration alternatives.
 - 8.7. Develop budget level cost opinions and life cycle analysis for recommended improvements.

9. Concept Design Report:
 - 9.1. Summarize analysis results in narrative and graphics form.
 - 9.2. Summarize alternatives evaluation and recommendations.
 - 9.3. Recommend outside funding opportunities if applicable.
 - 9.4. Provide concept layout drawings for recommended alternative.
 - 9.5. Provide budget level cost opinions for basic corridor improvements.

10. Information to be Provided by CLIENT:
 - 10.1. Aerial imagery and GIS mapping updates through project including ROW parcels/limits
 - 10.2. Potential land use development plans, Comp Plan and Zoning maps
 - 10.3. Record drawings of corridor construction plans (as needed)
 - 10.4. Assistance with requests to INRCOG for traffic forecasts
 - 10.5. Background traffic studies, traffic impact studies, counts or other data collection relative to corridor per that identified in RFP
 - 10.6. Enforcement, operation, and other areas of concern from other City departments
 - 10.7. Traffic signal timing/controller setting information
 - 10.8. Coordinate public meeting location and notification/invitation to interested stakeholders

11. Project Schedule: Basic overview schedule for the study includes a startup upon Notice to Proceed week of May 7th, 2018, with a goal to collect all traffic data prior to Memorial Day holiday. Public meetings, staff coordination meetings and analysis will occur throughout May through July, with goal of completion in late August to early September 2018 for the final study and recommendations. A more detailed project schedule with specific benchmarks will be developed with staff upon Notice to Proceed. Schedule will be largely dependent upon

Item G.2.s.

Greenhill Road Corridor Traffic Study
 Cedar Falls, Iowa
 City Project No. SY-000-3158

public meeting schedule dates and is subject to change, but primary goal to complete study in early fall of 2018 for use in CIP updates by staff in late fall 2018.

- 12. Schedule of Rates & Estimated Labor: The attached CONSULTANT's Schedule of Rates for 2018-2019 will apply to the project work.
- 13. Additional Services: If CLIENT should request additional services related to the above-listed services or if the extent of modifications vary significantly from those listed above, the CONSUTLANT will complete additional services on an hourly rate plus direct expenses basis upon a notice to proceed by CLIENT.

**SNYDER & ASSOCIATES, INC.
 2018-19
 STANDARD FEE SCHEDULE**

Billing Classification/Level	Billing Rate
Professional	
<i>Engineer, Landscape Architect, Land Surveyor, Legal, GIS, Environmental Scientist Project Manager, Planner, Right-of-Way Agent, Graphic Designer</i>	
Principal II	\$202.00 /hour
Principal I	\$191.00 /hour
Senior	\$171.00 /hour
VIII	\$158.00 /hour
VII	\$150.00 /hour
VI	\$144.00 /hour
V	\$134.00 /hour
IV	\$124.00 /hour
III	\$113.00 /hour
II	\$103.00 /hour
I	\$90.00 /hour
Technical	
<i>Technicians--CADD, Survey, Construction Observation</i>	
Lead	\$121.00 /hour
Senior	\$116.00 /hour
VIII	\$108.00 /hour
VII	\$100.00 /hour
VI	\$89.00 /hour
V	\$80.00 /hour
IV	\$74.00 /hour
III	\$62.00 /hour
II	\$54.00 /hour
I	\$47.00 /hour
Administrative	
II	\$62.00 /hour
I	\$50.00 /hour
Reimbursables	
Mileage	<i>current IRS standard rate</i>
Outside Services	<i>As Invoiced</i>



City of Cedar Falls, Iowa

Greenhill Rd Traffic Study Locations

Item G.2.s.

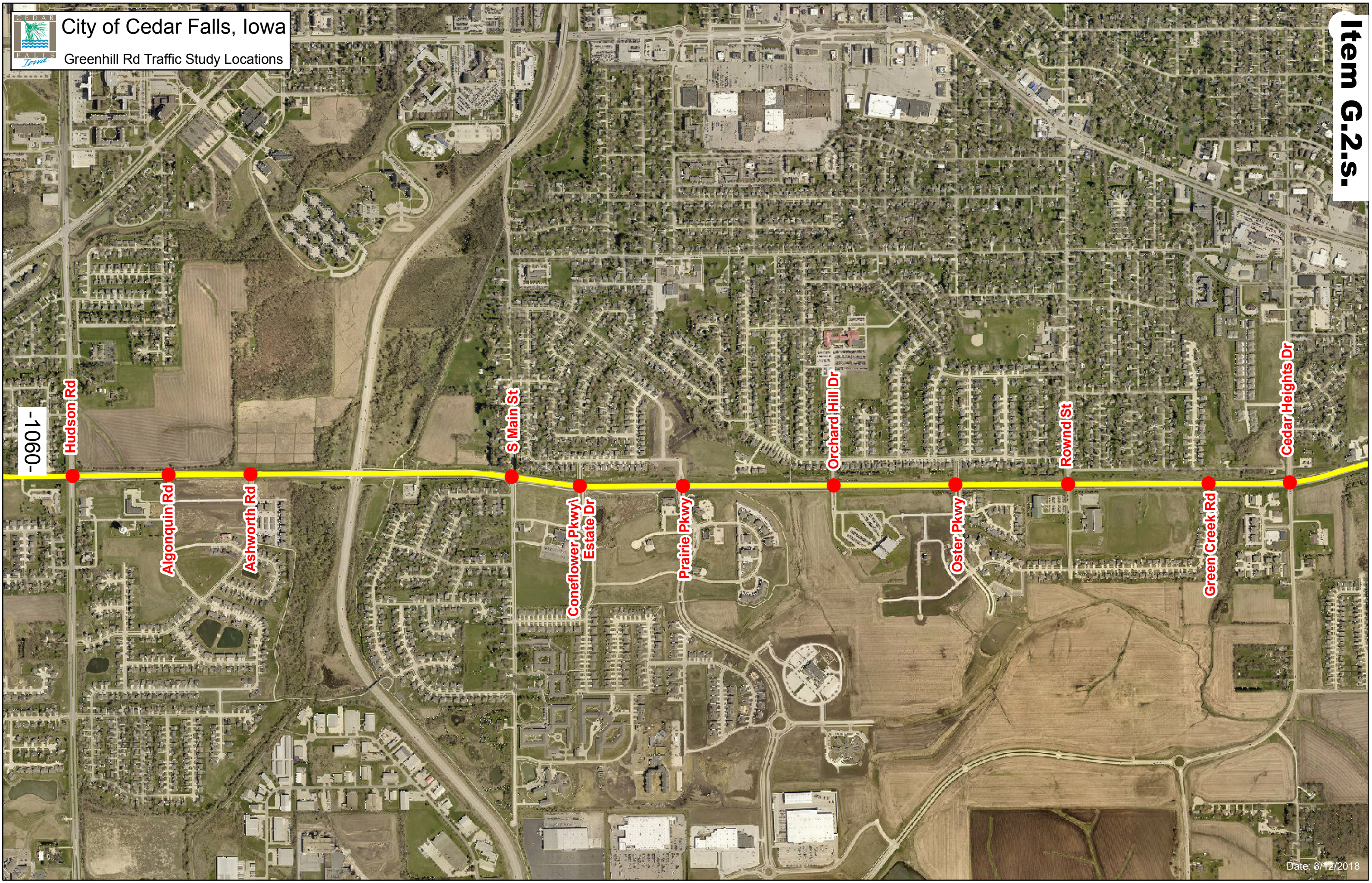


Exhibit B

**GREENHILL ROAD CORRIDOR TRAFFIC STUDY
Cedar Falls, Iowa
City Project Number SY – 000 – 3158**

Original 12/13/11
Revision 01/31/17

**INSURANCE REQUIREMENTS FOR
CONTRACTORS FOR THE CITY OF CEDAR FALLS**

*** This document outlines the insurance requirements for all Contractors who perform work for the City of Cedar Falls. The term “contractor” as used in this document shall be defined as the general contractor, artisan contractor, or design contractor that will be performing work for the City of Cedar Falls under contract.

1. All policies of insurance required hereunder shall be with an insurer authorized by law to do business in Iowa. All insurance policies shall be companies satisfactory to the City and have a rating of A-, VII or better in the current A.M. Best Rating Guide.
2. All Certificates of Insurance required hereunder shall include the Cancellation & Material Change Endorsement. A copy of this endorsement is attached in Exhibit 1.
3. Contractor shall furnish a signed Certificate of Insurance to the City of Cedar Falls, Iowa for the coverage required in Exhibit 1. Such Certificates shall include copies of the following endorsements:
 - a) Commercial General Liability policy is primary and non-contributing
 - b) Commercial General Liability additional insured endorsement – See Exhibit 1
 - c) Governmental Immunities Endorsement – See Exhibit 1

Copies of additional insured endorsements, executed by an authorized representative from an Insurer duly licensed to transact business at the location of the jobsite, must be provided prior to the first payment.

Contractor shall, upon request by the City, provide Certificates of Insurance for all subcontractors and sub-sub contractors who perform work or services pursuant to the provisions of this contract.

4. Each certificate shall be submitted to the City of Cedar Falls.
5. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Cedar Falls. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
6. Failure of the Contractor to maintain the required insurance shall constitute a default under this Contract, and at City’s option, shall allow City to terminate this Contract for cause and/or purchase said insurance at Contractor’s expense.

Item G.2.s.

7. Contractor shall be required to carry the following minimum coverage/limits or greater, if required by law or other legal agreement; as per Exhibit 1:

- This coverage shall be written on an occurrence, not claims made form. All deviations or exclusions from the standard ISO commercial general liability form CG 001 shall be clearly identified and shall be subject to the review and approval of the City.
- Contractor shall maintain ongoing CGL coverage for at least 2 years following substantial completion of the Work to cover liability arising from the products-completed operations hazard and liability assumed under an insured contract.
- Governmental Immunity endorsement identical or equivalent to form attached.
- Additional Insured Requirement – See Exhibit 1.
The City of Cedar Falls, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers shall be named as an additional insured on General Liability Policies for all classes of contractors.

Contractors shall include coverage for the City of Cedar Falls as an additional insured including ongoing and completed operations coverage equivalent to: ISO CG 20 10 07 04* and ISO CG 20 37 07 04**

* ISO CG 20 10 07 04 “Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization”

** ISO CG 20 37 07 04 “Additional Insured – Owners, Lessees or Contractors – Completed Operations”

8. Errors & Omissions: If the contract’s scope of services includes design work or other professional services, then Contractor shall maintain insurance coverage for errors, omissions and other wrongful acts or omissions (except for intentional acts or omissions), arising out of the professional services performed by Contractor. Contractor shall maintain continuous Errors & Omissions coverage for a period commencing no later than the date of the contract, and continuing for a period of no less than 2 years from the date of completion of all work completed or services performed under the contract. The limit of liability shall not be less than \$1,000,000.

9. Separation of Insured’s Provision: If Contractor’s liability policies do not contain the standard ISO separation of insured’s provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

10. Limits: By requiring the insurance as set out in this Contract, City does not represent that coverage and limits will necessarily be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation on Contractor’s liability under the indemnities provided to City in this Contract. The City will have the right at any time to require liability insurance greater than that otherwise specified in Exhibit 1. If required, the additional premium or premiums payable shall be added to the bid price.

11. Indemnification (Hold Harmless) Provision: To the fullest extent permitted by law, the Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, agents and volunteers working on behalf of the City of Cedar Falls, Iowa against any and all claims, demands, suits or loss, including any and all outlay and expense connected therewith, and for damages which may be asserted, claimed or recovered against or from the City of Cedar Falls, Iowa, its elected and

appointed officials, directors, employees, agents and volunteers working on behalf of the City of Cedar Falls, Iowa, including, but not limited to, damages arising by reason of personal injury, including bodily injury or death, and property damages, which arises out of or is in any way connected or associated with the work and/or services provided by the Contractor to the City of Cedar Falls, Iowa pursuant to the provisions of this contract to the extent arising out of the errors, omissions or negligent acts of the Contractor, its agents, employees, subcontractors or others working on behalf of the Contractor. It is the intention of the parties that the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, agents and volunteers working on behalf of the City of Cedar Falls, Iowa shall not be liable or in any way responsible for the injury, damage, liability, loss or expense incurred by the Contractor, its officers, employees, subcontractors, and others affiliated with the Contractor due to accidents, mishaps, misconduct, negligence or injuries either in person or property resulting from the work and/or services performed by the Contractor pursuant to the provisions of this contract, except for and to the extent caused by the negligence of the City of Cedar Falls, Iowa.

The Contractor expressly assumes full responsibility for damages or injuries which may result to any person or property by reason of or in connection with the work and/or services provided by the Contractor to the City of Cedar Falls, Iowa pursuant to this contract to the extent arising out of the errors, omissions or negligent acts of the Contractor, its agents, employees, subcontractors or others working on behalf of the Contractor, and agrees to pay the City of Cedar Falls, Iowa for all damages caused to the City of Cedar Falls, Iowa premises resulting from the work and/or services of the Contractor, its officers, employees, subcontractors, and others affiliated with the Contractor to the extent arising out of such errors, omissions or negligent acts.

The Contractor represents that its activities pursuant to the provisions of this contract will be performed and supervised by adequately trained and qualified personnel, and the Contractor will observe, and cause its officers, employees, subcontractors and others affiliated with the Contractor to observe all applicable safety rules.

12. 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

Item G.2.s.

Greenhill Road Corridor Traffic Study
Cedar Falls, Iowa
City Project No. SY-000-3158

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:

Item G.2.s.

Greenhill Road Corridor Traffic Study
Cedar Falls, Iowa
City Project No. SY-000-3158

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.

Greenhill Road Corridor Traffic Study
Cedar Falls, Iowa
City Project No. SY-000-3158

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.

Item G.2.s.

CONSULTANT
Project No. _____

Greenhill Road Corridor Traffic Study
Cedar Falls, Iowa
City Project No. SY – 000 – 3158

Exhibit C

Greenhill Road Corridor Traffic Study Cedar Falls, Iowa City Project Number SY – 000 – 3158

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.
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.

CONSULTANT
Project No. _____

Greenhill Road Corridor Traffic Study
Cedar Falls, Iowa
City Project No. SY – 000 – 3158

10. Any failure of Contractor to comply with the Insurance Requirements for Contractors for the City of Cedar Falls set forth on Exhibit B, 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, Exhibit B.

16. No waiver of the City's subrogation rights against the Contractor or any other party shall conflict with the provisions of the City Insurance Requirements, Attachment A.

17. Limitations Period. There shall be no limitation, except as provided for by Iowa law, on the period of time within which the City may make any claim against the Contractor or other party under the provisions of this Contract.

18. This Contract shall not be binding on the City unless and until approved by the City Council of the City at a duly constituted meeting, and signed by the Mayor and City Clerk of the City.

19. Warranties. Contractor represents and warrants that all services furnished to the City under this Contract shall be furnished in a skilled and workmanlike manner, in accordance with the degree of skill and care that is required by current, good and sound practices applicable to the Contractor's industry or profession, and as otherwise required by applicable law.

20. Force Majeure. Neither party to this Contract shall be liable to the other party for delays in performing the services, or for the direct or indirect cost resulting from such delays, that may result from acts of God, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party. Each party will take reasonable steps to mitigate the impact of any force majeure.



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: Stephanie Houk Sheetz, Director of Community Development
DATE: May 2, 2018
SUBJECT: Community Main Street Building Relocation – Lease Request

Community Main Street (CMS) and Hawkeye Hotels have been coordinating the timing and moving of the former Chamber Building, to its new site on East 4th Street. In order for the Hampton Inn project to begin site work, the developer asked CMS to remove the building from the site on or before May 9. Due to the rainy spring, CMS has not been able to pour the foundation and the building has not been moved as planned on April 28th. Therefore, CMS recently approached the City requesting to move the building to 310 E 4th Street enabling Hampton Inn to begin work. CMS will pour the foundation at their new site as soon as possible and will take extra measures to dry the site. After the foundation is poured it will take two weeks before the building can be moved into place. Community Main Street is asking to store the building on the City's property (310 E 4th St.) for 1 ½ months. Attached is a lease setting forth an agreement, identifying the area that would be occupied, and clarifying the City has no liability for the building, damages, etc. It indicates an initial 45-day lease at \$1.00, however should it extend any longer monthly payments of \$500 would occur.

Staff recommends approving the lease agreement, continuing our support to Community Main Street per our Main Street Iowa Program Agreement in 2016.

This is consistent with Council's Organizational Goal #6, to create an environment conducive to economic development.

**CITY OF CEDAR FALLS AND COMMUNITY MAIN STREET INC.
LEASE**

THIS LEASE, made and entered into this ____ day of _____, 2018, by and between CITY OF CEDAR FALLS, IOWA, an Iowa municipality ("Landlord"), whose address, for the purpose of this Lease, is c/o Cedar Falls City Clerk, 220 Clay Street, Cedar Falls, Iowa 50613, and Community Main Street Inc., an Iowa not for profit company ("Tenant"), whose address for the purpose of this lease is c/o Executive Director, Community Main Street Inc., 206 Main Street, Cedar Falls, Iowa 50613.

The parties agree as follows:

1. **PURPOSE.** Landlord, Tenant, and the Iowa Economic Development Authority are parties to a certain agreement dated April 18, 2016 entitled "Main Street Iowa Program Agreement" ("Agreement") The purpose of the Agreement is to continue the Main Street Program in Cedar Falls. Tenant has acquired and is in the process of moving a structure known informally as the Chamber of Commerce building ("Chamber Building"). Due to construction taking place at the current location of the Chamber Building and the fact that the permanent location of the Chamber Building is not yet ready for placement there, it is necessary that the Chamber Building be placed temporarily at a different location. Given the terms of the Agreement as well as the benefits of the Main Street Program to the residents and businesses of the City of Cedar Falls, the City has determined that the public interest will be served if the Chamber Building is allowed to be placed on City property on a temporary basis until the permanent location for the Chamber Building is made ready, and the Chamber Building is moved there.

2. **PREMISES AND TERM.** Landlord leases to Tenant and Tenant agrees to lease from Landlord certain real estate situated in the vicinity of 309 East 4th Street, Cedar Falls, Black Hawk County, Iowa, more particularly described on Exhibit A attached ("Premises"). The term is for 45 days commencing on May 8, 2018 and ending on June 21, 2018 upon the condition that Tenant performs as provided in this Lease. The term of this Lease may be extended by mutual agreement of the parties in advance of the termination date.

3. **RENT.** Tenant agrees to pay Landlord as rent for the Lease term the sum of \$1.00. If this Lease is extended beyond the initial term, however, Tenant agrees to pay to the Landlord the sum of Five Hundred and no/00 Dollars (\$500.00) per month commencing with the first payment on the 1st day of July, 2018, and equal monthly payments of Five Hundred and no/00 Dollars (\$500.00) each on the First day of each month thereafter until this Lease is terminated.

4. **POSSESSION.** Tenant shall be entitled to possession of the Premises on the first day of the Lease term, and shall yield possession to Landlord at the termination of this Lease.

5. **USE.** Tenant shall use the Premises only for placement/storage of the

Item G.2.t.

Chamber Building. The City shall determine the precise location of the Chamber Building, after consultation with Tenant and Tenant's moving contractor. No structures, fences, buildings, hard surfacing, driveways, sidewalks or vehicles shall be constructed, placed or stored on the Premises. No motorized vehicles shall be parked on or otherwise used in connection with the Premises except when such vehicles are actually engaged in maintenance, repair or transport of the Chamber Building. Prior to engaging in any activity beyond or outside of the location of the Chamber Building on the Premises, Tenant shall contact the Landlord's Water Reclamation Manager two (2) days in advance, to coordinate operations. No use of the Premises shall impede or prevent the operations of the Landlord. A violation of this provision shall be cause for immediate termination of the Lease.

6. CARE AND MAINTENANCE.

(a) Tenant takes the Premises as is without warranty, express or implied, as to the condition of the Premises or its suitability for any particular purpose.

(b) Tenant shall maintain the Chamber Building in a reasonably safe, serviceable, clean and presentable condition. Tenant shall not install any improvements on the Premises.

7. SURRENDER. Immediately upon the termination of this Lease for any reason, Tenant shall surrender the Premises to Landlord in good condition.

8. ASSIGNMENT AND SUBLETTING. No assignment or subletting, either voluntary or by operation of law, shall be effective without the prior written consent of Landlord, which consent may be withheld in the sole and absolute discretion of Landlord.

9. INSURANCE. Tenant has provided Landlord with proof of general liability insurance in the amounts of \$ 1,000,000.00 each occurrence and \$ 2,000,000.00 aggregate for the Premises for the entire term of the lease, including any renewal period. Tenant has also provided proof of property and casualty insurance for the full value of the Chamber Building for the entire term of the Lease, including any renewal period. Such proofs of insurance are attached as Exhibit "B".

10. INDEMNITY AND HOLD HARMLESS. To the fullest extent permitted by law, Tenant agrees to defend, pay on behalf of, indemnify, and hold harmless Landlord, Landlord's elected and appointed officials, directors, employees, agents and volunteers working on behalf of Landlord (collectively, for purposes of this paragraph, "Landlord"), against any and all claims, demands, suits or loss, including any and all outlay and expense connected therewith, and for damages which may be asserted, claimed or recovered against or from Landlord, including but not limited to, damages arising by reason of personal injury, including bodily injury or death, and property damages, by any person or entity, including by Tenant or any other person or entity on the Premises with the permission, express or implied, of Tenant (collectively, for purposes of this paragraph, "Tenant"), which arises out of or is in any way connected or associated with the tenancy or use and occupancy of the Premises or any part thereof, to the extent arising out of the errors, omissions or other fault of Tenant, except for only the extent of any fault of Landlord.

11. DEFAULT, NOTICE OF DEFAULT AND REMEDIES.

EVENTS OF DEFAULT

A. Failure to observe or perform any duties, obligations, agreements, or conditions imposed on Tenant pursuant to the terms of the Lease shall constitute a default.

NOTICE OF DEFAULT

B. Landlord shall give Tenant a written notice specifying the default and giving the Tenant ten (10) days within which to correct the default.

REMEDIES

C. In the event Tenant has not remedied a default in a timely manner following a Notice of Default, Landlord may proceed with all available remedies at law or in equity, including but not limited to the following: (1) Termination. Landlord may declare this Lease to be terminated and shall give Tenant a written notice of such termination; or (2) Forfeiture. If a default is not remedied in a timely manner, Landlord may then declare this Lease to be forfeited and shall give Tenant a written notice of such forfeiture, and may, at the time, give Tenant the notice to quit provided for in Chapter 648 of the Code of Iowa.

12. NOTICES AND DEMANDS. All notices shall be given to the parties hereto at the addresses designated unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such notice shall be considered given under the terms of this Lease when it is deposited in the U.S. Mail, registered or certified, properly addressed, return receipt requested, and postage prepaid. All notices and demands given by Tenant to Landlord in connection with this Lease shall be sent to the addresses set forth above.

13. PROVISIONS BINDING. Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties hereto.

14. ADDITIONAL PROVISIONS.

(a) Tenant shall comply with all obligations imposed by applicable provisions of the City of Cedar Falls Code of Ordinances, including Chapter 29, Zoning.

(b) Landlord shall be responsible for the general upkeep of the Premises other than the Chamber Building.

(c) Tenant shall not engage in or permit the conduct of any commercial business whatsoever on the Premises. A violation of this provision shall be grounds for immediate termination of this Lease.

Item G.2.t.

(d) Landlord may enter upon the Premises at any time during the term of the Lease, and shall use and have access to all areas of the Premises not occupied by the Chamber Building, with no advance notice necessary.

15. **FIRE AND CASUALTY LOSS.** If the Chamber Building is partially or completely destroyed by fire or other casualty, Tenant shall remove the Chamber Building or its remnants from the Premises at Tenant's cost within ten (10) days from demand therefore, and this Lease shall end on the date of removal.

16. **TERMINATION OF LEASE.** This Lease may be terminated by Landlord for any reason, and without cause, on ten (10) days' written notice to Tenant. Tenant may terminate the Lease for any reason, without cause, on ten (10) days' written notice to Landlord.

17. **ENTIRE AGREEMENT.** This Lease contains the entire agreement between the parties with respect to the subject matter of the Lease and supersedes all prior agreements and understandings, both oral and written, between the parties with respect to the subject matter of the Lease.

**CITY OF CEDAR FALLS, IOWA
LANDLORD**

By:

James Brown, Mayor

Date

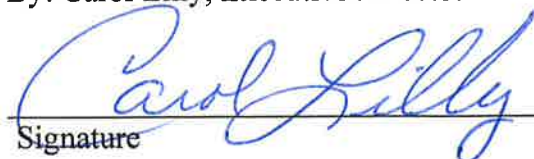
Attest:

Jacque Danielsen, CMC, City Clerk

Date

**COMMUNITY MAIN STREET INC.
TENANT**

By: Carol Lilly, Executive Director



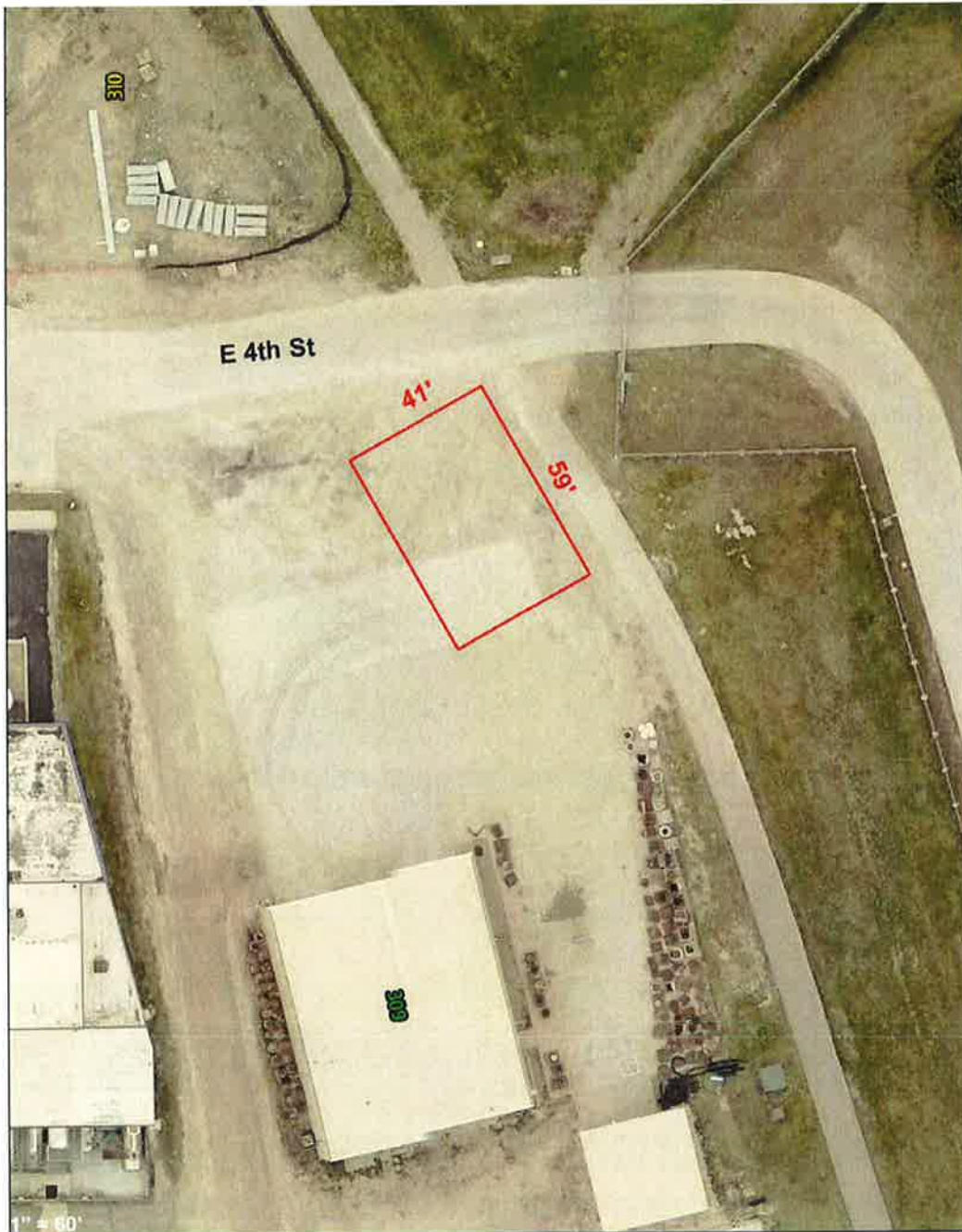
Signature




Date

**Exhibit A
Premises Site Plan**

Occupying the northeast corner of 309 E 4th St., beginning approximately 5' south of the paved road and 5' west of the paved trail, and occupying an area 41' wide and 59' long, as shown on the map below.



**Exhibit B
Proof of Liability Insurance**

		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 05/01/2010	
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.					
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed II 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 Acord Group 300 E. Beaver Avenue P.O. Box 200 WAUSAU, IA 50677		CONTACT NAME: John D'Amico PHONE: (319) 352-2000 FAX: (319) 302-2075 E-MAIL: jdamico@acordgroup.com ADDRESS: 300 E Beaver Avenue, Cedar Falls, IA 50613			
BELIEVED Community Men Street INC 296 Main St Cedar Falls, IA 50613-2735		IS OURS/IS AFFORDED COVERAGE: YES INSURER A: CINCINNATI INSURANCE CO INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:			
CERTIFICATE NUMBER: 309 E-411		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 THIS CERTIFICATE MAY BE ISSUED BY ANY PERSON. 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 POLICY CLAIMS.					
UNIT A	TYPE OF COVERAGE <input checked="" type="checkbox"/> DOWNRISK GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR OTHER ADDED/EXCLUDED LIMITS/EXEMPTIONS: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO <input type="checkbox"/> LOC OTHER:	POLICY NUMBER ECP 0000335	POLICY PERIOD (MM/DD/YYYY) 05/01/2010	POLICY EXPIRES (MM/DD/YYYY) 09/01/2010	Limits EACH OCCURRENCE: \$ 1,000,000 AGGREGATE LIMITS: \$ 1,000,000 MEDICAL FEES: \$ 5,000 PERSONAL AUTO: \$ 1,000,000 MEDICAL FEES: \$ 2,000,000 PRODUCTS/COMMODITIES (CYCLE): \$ 2,000,000 OTHER: \$ 25,000 COMMERCIAL VEHICLE LIABILITY (EXCLUDED) BOILER LIABILITY (EXCLUDED) BOILER INSURANCE (EXCLUDED) PROPERTY DAMAGE (EXCLUDED) EARTH QUAKE/EXPLOSION AIRCRAFT VER: <input type="checkbox"/> STATE <input type="checkbox"/> CIVIL I.I. EACH OCCURRENCE: \$ I.I. CLAIMS MADE - ALL POLICY: \$ I.I. CLAIMS MADE - PRODUCTS: \$
A	APPOINTEE LIABILITY ANY AUTO: <input type="checkbox"/> OWNERS AUTO ONLY: <input type="checkbox"/> RENTED AUTO ONLY: <input type="checkbox"/> NON-RESIDENT AUTO ONLY: <input type="checkbox"/> BODILY INJURY: <input type="checkbox"/> PROPERTY DAMAGE: <input type="checkbox"/> EARTH QUAKE/EXPLOSION: <input type="checkbox"/> AIRCRAFT: <input type="checkbox"/> VER: <input type="checkbox"/> STATE <input type="checkbox"/> CIVIL I.I. EACH OCCURRENCE: \$ I.I. CLAIMS MADE - ALL POLICY: \$ I.I. CLAIMS MADE - PRODUCTS: \$	POLICY NUMBER ECP 0000430	POLICY PERIOD (MM/DD/YYYY) 03/01/2010	POLICY EXPIRES (MM/DD/YYYY) 01/01/2011	Limits \$21,000
DESCRIPTION OF OPERATIONS (LOCATION) (VEHICLES) (EXCLUDED OR ADDITIONAL TERMS) (OTHER): MAY BE REDUCED BY CLAIMS (SEE POLICY) Address(es) (State): City of Cedar Falls Location: 308 E 4th St, Cedar Falls, IA					
CERTIFICATE HOLDER City of Cedar Falls 220 City St Cedar Falls, IA 50613		CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE SHALL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: <i>John D'Amico</i>			



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 and Council
FROM: Iris Lehmann, Planner I
DATE: May 1, 2018
SUBJECT: College Hill Neighborhood District Site Plan Review – 1926 Tremont Street

REQUEST: Request to approve a College Hill Neighborhood District Site Plan for a new detached garage
PETITIONER: Aaron Carolan
LOCATION: 1926 Tremont Street

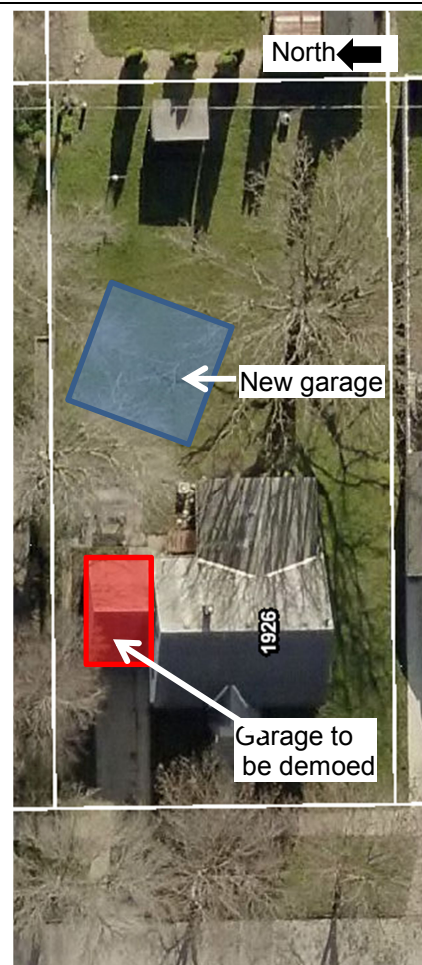
PROPOSAL

The owner of 1926 Tremont Street is proposing to demolish an existing 12ft x 18ft attached garage and build a new 24ft x 24ft detached garage.

BACKGROUND

1926 Tremont Street, depicted on the right, has an existing 12ft x 18ft attached garage that has been located on the property since 1934 according to the Black Hawk County Assessor website. The property owners have proposed to remove this existing garage and build a new 24ft x 24ft detached garage. The new garage will be placed further back on the lot and angled to meet the current 8ft separation requirement between the house and garage and provide additional onsite parking.

All substantial improvements in the College Hill Neighborhood Overlay District, as defined in Section 29-160 - CHN, College Hill Neighborhood Overlay Zoning District, must be reviewed and approved by the Planning & Zoning Commission as well as City Council. The construction of a new detached garage qualifies as a substantial improvement under Section. 29-160 c, 20, g: "Any construction of a detached accessory structure measuring more than 300 sq. ft. in base floor area for a residential or commercial principal use."



Item G.2.u.

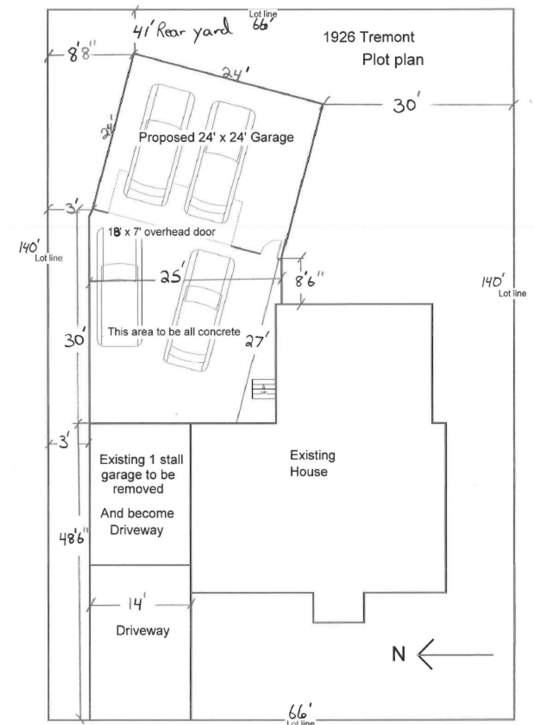
ANALYSIS

The College Hill Neighborhood Overlay District has specific requirements for new detached accessory structures within the district. General zoning requirements for detached accessory structures must also be followed. The attached submitted plans meet all of the minimum College Hill Neighborhood Overlay District and zoning requirements pertaining to detached accessory structures. Details on each requirement are reviewed below. If the new garage is approved by the Planning & Zoning Commission and City Council, a land use and building permit will be required.

Building Material, Color, Roof Lines, Roof Pitch and Roofing Materials: All detached accessory structures exceeding 300 sq. ft in size shall have similar building materials, colors, roof lines, roof pitch and roofing materials as the principal structure. The proposed garage will be constructed with a light grey horizontal vinyl siding that matches the house. The roof of the garage will be steel and have a similar pitch as the house as well. This requirement has been met.

Setbacks: All detached accessory structures less than 600 sq. ft in size are required to maintain a minimum 2ft setback from the side and rear property lines. Also, there shall be a minimum separation of 8ft from another structure on the property. The submitted site plan shows the new garage located 3ft from the side property line, 24ft from the rear property line, and 8ft 6in from the house. The applicant is also proposing to extend and replace the existing driveway to service the new garage. All driveways are required to have a 3ft setback from the property line. The submitted site plan shows a 14ft wide driveway that will expand to roughly 25 feet in front of the garage. The driveway will have a 3ft setback from the side property line. This requirement has been met.

Utilities: No structure is allowed over any utility easements. There are no known utility easements along the side of this property where the garage will be located. This requirement has been met.



TECHNICAL COMMENTS

No technical comments were offered.

PLANNING & ZONING COMMISSION

Discussion/Vote 4/25/2018 Planner Lehmann presented the proposed site plan. It was noted that a mailing to neighboring property owners was sent out and no public comments had been received. The proposal was unanimously approved by the Planning and Zoning Commission.

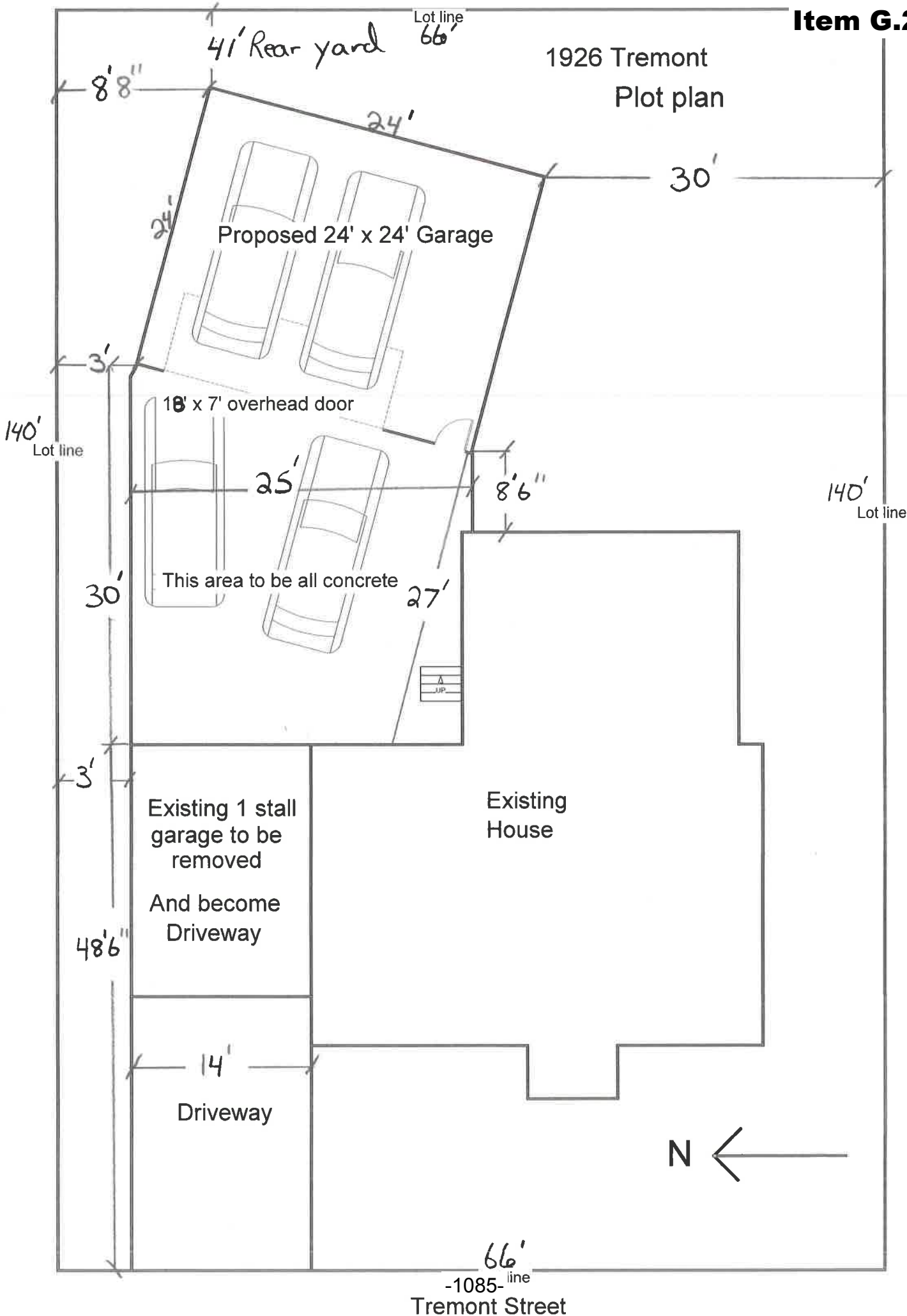
STAFF RECOMMENDATION

The proposed garage meets all of the College Hill Neighborhood Overlay Zoning District and Zoning Ordinance requirements and would not be out of character for this neighborhood. Staff

recommends approval of the submitted garage site plan for 1926 Tremont Street.

Attachments: Site Plan, Elevation sketches

1926 Tremont
Plot plan



41' Rear yard

Lot line 66'

8'8"

24'

30'

24'

Proposed 24' x 24' Garage

3'

18' x 7' overhead door

140' Lot line

25'

8'6"

140' Lot line

30'

This area to be all concrete

27'

3'

Existing 1 stall garage to be removed

Existing House

And become Driveway

48'6"

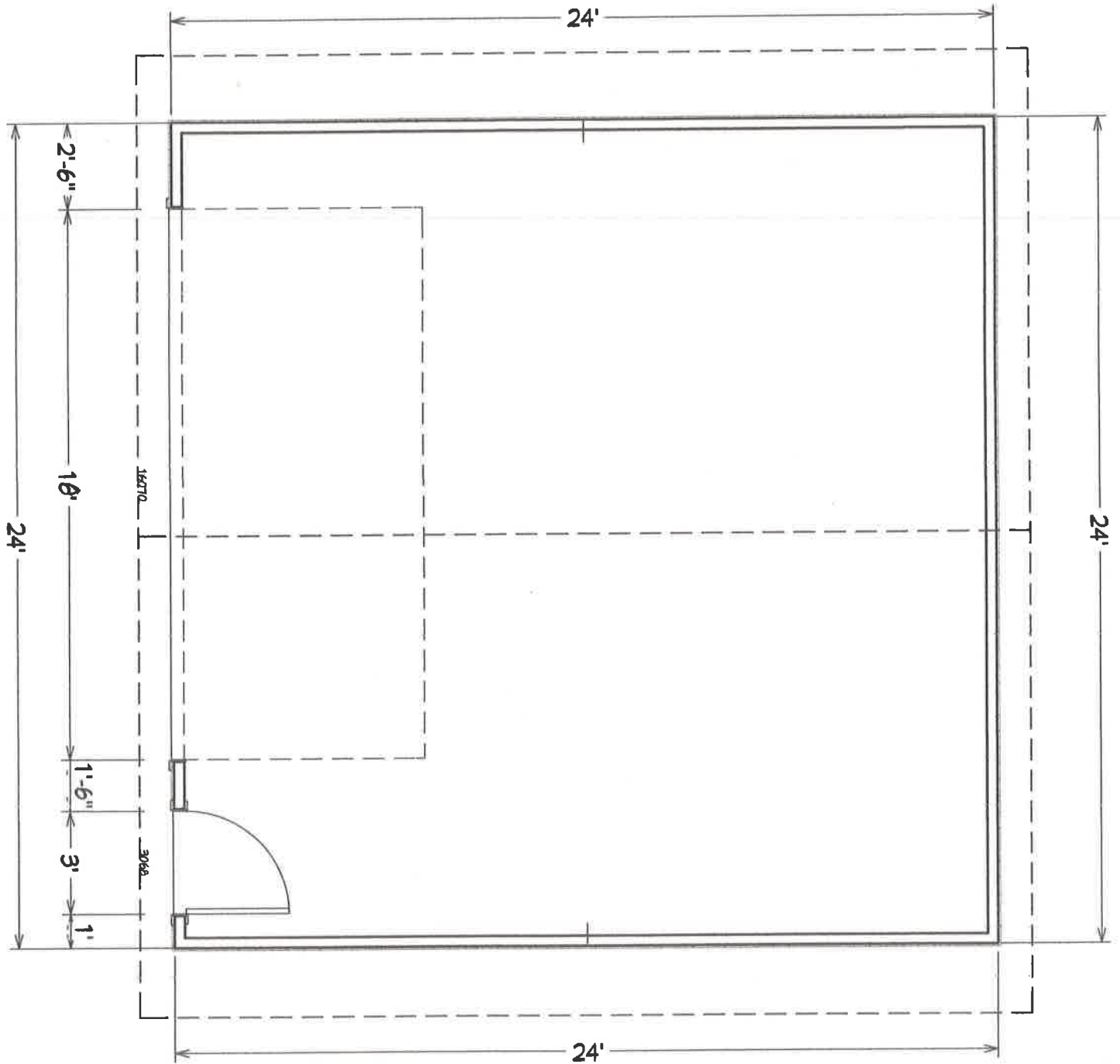
14'

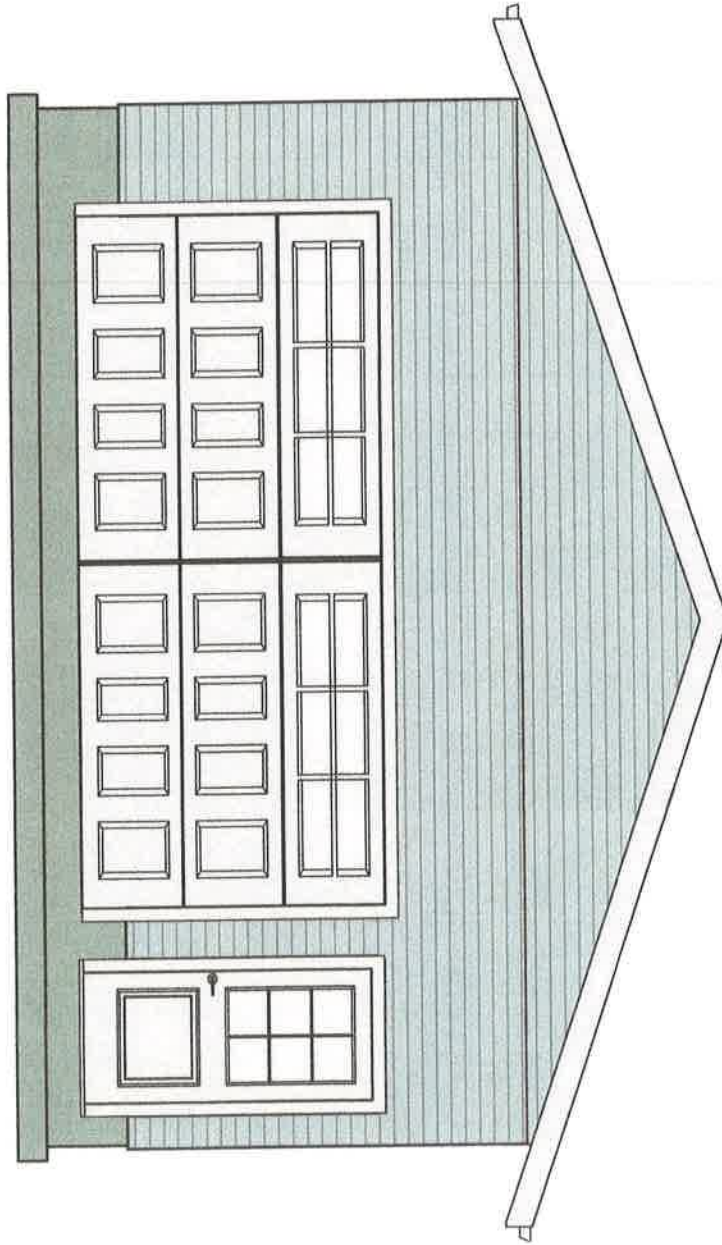
Driveway



66'
-1085- line
Tremont Street

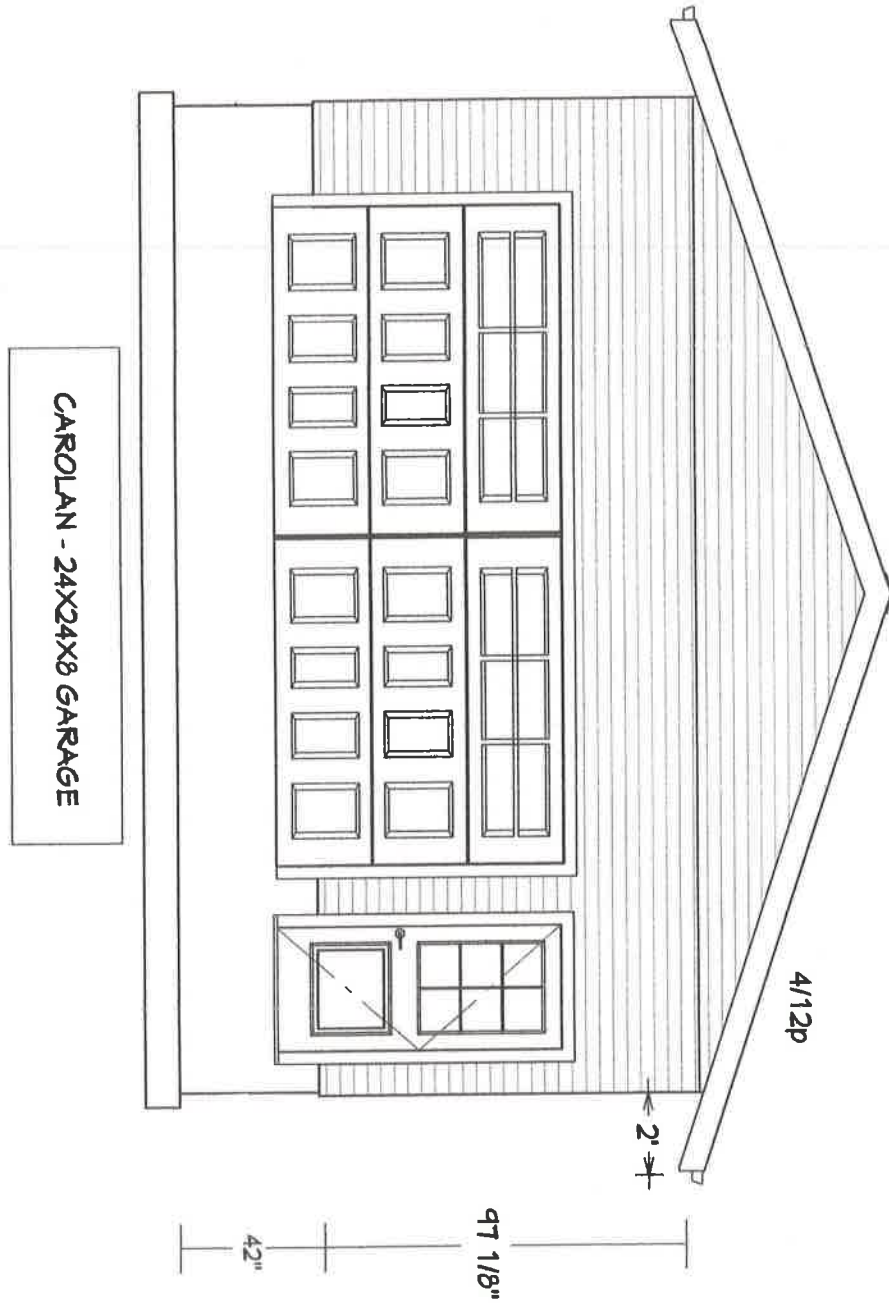
Item G.2.u.





1926 Tremont

Item G.2.u.





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 and Council
FROM: Iris Lehmann, Planner I
DATE: May 1, 2018
SUBJECT: River Place 4th Addition Preliminary and Final Plat

REQUEST: Review and approve the River Place 4th Addition Preliminary and Final Plat

PETITIONER: Eagle View Partners

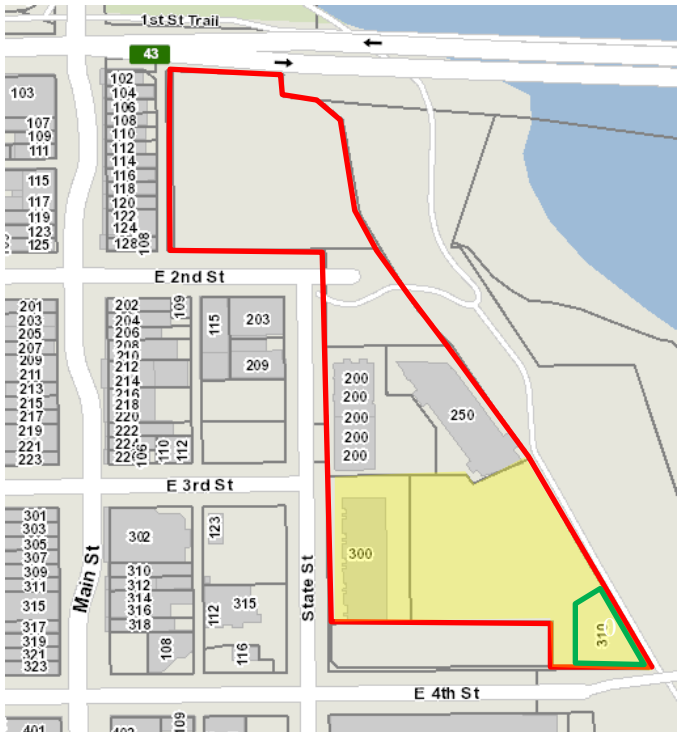
LOCATION: Northeast end of E 4th Street at the entrance of the Water Reclamation Plant

PROPOSAL

The applicant is proposing to create a new lot in the River Place Development to be purchased by Community Main Street (CMS). CMS intends to move their new office to this location. The proposed area will be for Commercial/Office use.

BACKGROUND

The River Place Mixed Use Development project and Master Plan was originally proposed and approved in 2012. The River Place Development encompasses roughly 6 acres from 4th Street to 1st Street, outlined in red in the image to the right. Since 2012 the Final Plats for River Place 1st Addition, 2nd Addition, and 3rd Addition were approved in 2012, 2013, and 2016 respectively. In addition to these Final Plats in 2013, a Minor Plat of Lot 1, created by the River Place 1st Addition, was approved. This Minor Plat split the original lot into two separate parcels, highlighted in yellow in the image to the right. The applicant is proposing another split, to create a new lot for CMS to purchase and move their office. This proposed new lot is outlined in green in the image to the right.



Item G.2.v.

Per the city's subdivision code, land that has already gone through a Minor Plat cannot go through another. A full Preliminary and Final Plat review is required.

ANALYSIS

The property in question is located in the C-3, Commercial, zoning district. The proposed Subdivision Plat will create two new lots. Lot 1 will be roughly 0.2 acres and Lot 2 will be roughly 1.5 acres. C-3 zoning does not have a minimum lot area requirement. Lot 1 will be sold to CMS with the plan to locate their new office on it. Lot 2 will remain as part of the River Place Development. A public access easement will be placed over all of Lot 2 to ensure shared parking and free movement for both River Place and CMS staff and patrons. Both proposed lots have at least 40 feet of frontage on E 4th Street, this meets the subdivision minimum frontage requirement.

This property is not located in the 100 year floodplain district. All submittal requirements have been met. A courtesy notice has been sent to property owners within 300 feet of this plat.

TECHNICAL COMMENTS

City technical staff, including Cedar Falls Utilities (CFU) personnel, have reviewed the proposed Preliminary and Final Plats. All comments have been addressed. Water, electric, gas, and communication utility services are available in accordance with the service policies of CFU.

STAFF RECOMMENDATION

The Community Development Department recommends approval of the River Place 4th Addition Preliminary and Final Plats.

PLANNING & ZONING COMMISSION

Discussion/Vote 4/25/2018 Planner Lehmann presented the proposed Preliminary and Final Plat. It was noted that a mailing to neighboring property owners was sent out and no public comments had been received. The proposal was unanimously approved by the Planning and Zoning Commission.



PROJECT NUMBER:
18-0076

PROJECT NAME:
FINAL PLAT
RIVER PLACE 4TH ADDITION



HBK ENGINEERING, LLC
509 S. GILBERT ST.
IOWA CITY, IA 52240
PHONE: (319) 338-7557
FAX: (319) 358-2937
IOWA DEPARTMENT
OF LABOR
REGISTRATION
NO. 00527328

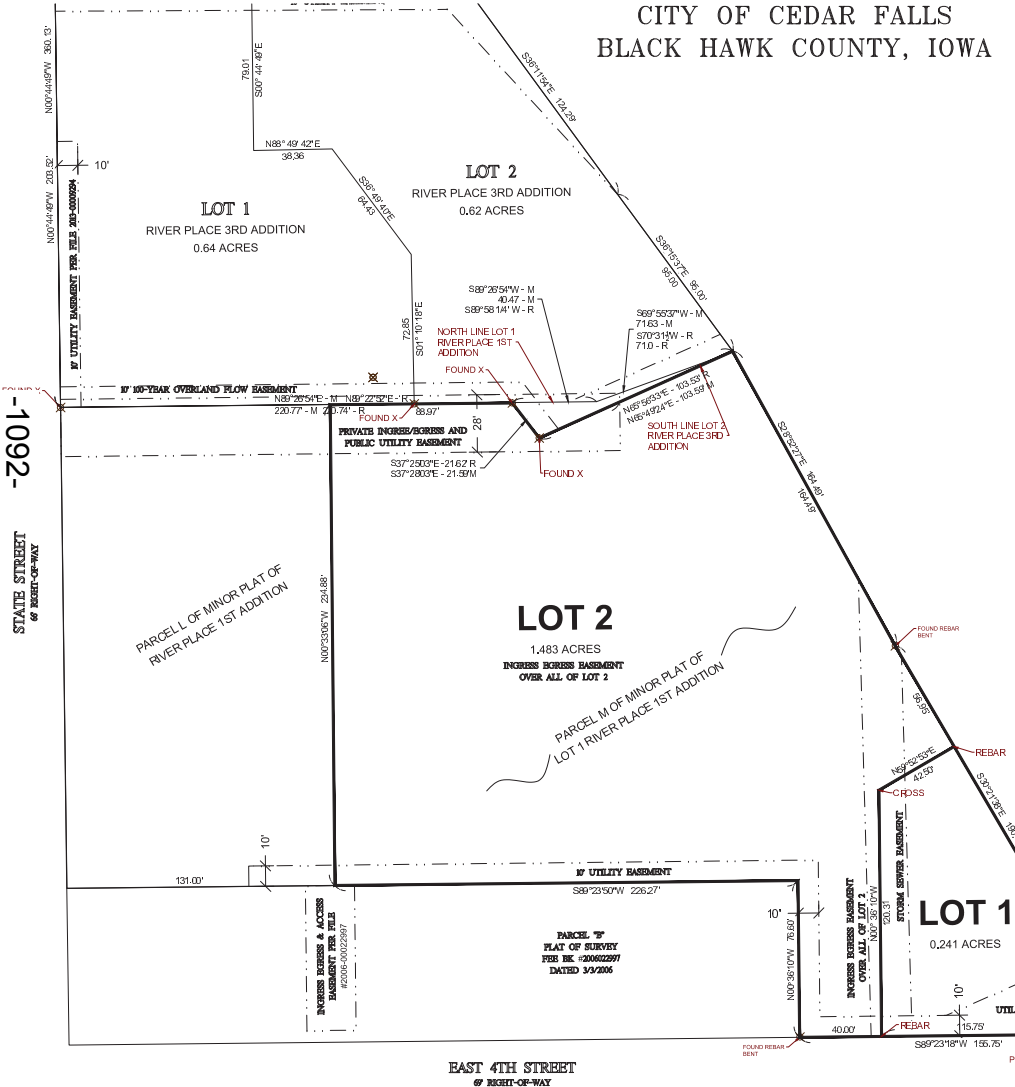
WWW.HBKENGINEERING.COM



FINAL PLAT

RIVER PLACE 4TH ADDITION

PART OF THE NE 1/4 SECTION 12, TOWNSHIP 89
NORTH, RANGE 14W OF THE FIFTH PRINCIPAL MERIDIAN
CITY OF CEDAR FALLS
BLACK HAWK COUNTY, IOWA

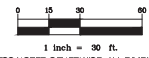


THAT PART OF PARCEL M IN THE MINOR PLAT OF RIVER PLACE 1ST ADDITION PART OF THE NE 1/4 OF SECTION 12, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL M; THENCE S 89°23'18" W ALONG THE NORTH LINE OF EAST 4TH STREET, A DISTANCE OF 155.75 FEET; THENCE N 00°36'10" W, A DISTANCE OF 76.60 FEET; THENCE S 89°23'50" W, A DISTANCE OF 226.27 FEET; THENCE N 00°36'10" W, A DISTANCE OF 234.88 FEET TO THE SOUTH LINE OF RIVER PLACE 3RD ADDITION; THENCE N 89°26'54" E ALONG SAID SOUTH LINE OF RIVER PLACE 3RD ADDITION, A DISTANCE OF 38.97 FEET; THENCE S 37°28'03" E ALONG SAID SOUTH LINE, A DISTANCE OF 21.59 FEET; THENCE N 65°49'24" E ALONG SAID SOUTH LINE, A DISTANCE OF 103.59 FEET TO THE NORTHEASTLY LINE OF SAID PARCEL M; THENCE S 28°52'27" E ALONG SAID NORTHEASTLY LINE, A DISTANCE OF 164.49 FEET; THENCE S 30°21'38" E ALONG SAID NORTHEASTLY LINE, A DISTANCE 190.00 FEET; THENCE S 26°55'38" E ALONG SAID NORTHEASTLY LINE, A DISTANCE OF 28.70 FEET TO THE POINT OF BEGINNING.
SAID PARCEL CONTAINS 1.724 ACRES AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

STANDARD LEGEND	
Boundary of Property Line	---
Existing Lot Line/Interior Section Line	---
Right-of-Way Easement	---
Proposed Setback Line	---
Proposed Contour	---
Existing Contour	---
Existing Water Main	(W)
Existing Sanitary Sewer	(SS)
Existing Storm Sewer	(ST)
Existing Communication	(CO)
Existing Underground Electric	(UE)
Existing Overhead Electric	(OE)
Existing Gas Main	(G)
Proposed Water Main	W
Proposed Sanitary Sewer	SS
Proposed Storm Sewer	ST
Proposed Communication	CO
Proposed Underground Electric	E
Proposed Overhead Electric	OH
Proposed Gas Main	G
Fence Line	
Property Corner: Flange	○
Property Corner: Stk	○
Section Corner: Flange	●
Section Corner: Stk	●
Measured Dimensions	(M)

INDEX LEGEND	
Location:	PART OF NE 1/4 SEC. 12-T89N-R14W CEDAR FALLS, BLACK HAWK COUNTY, IOWA
Proprietor:	STATE STREET RESIDENCES LC 300 STATE ST #110 CEDAR FALLS, IOWA 50613
Developer:	EAGLE VIEW PARTNERS 208 STATE AVE CEDAR FALLS, IOWA 50613
Surveyor:	Thomas E. Hagensee
Company:	HBK Engineering, LLC 509 S. GILBERT ST Iowa City, Iowa 52240
Return To:	Thomas Hagensee, PLS 509 S. Gilbert St Iowa City, Iowa 52240

- NOTES:**
1. BASIS OF BEARINGS IS BASED ON THE SOUTH LINE OF A PLAT OF SURVEY OF PARCEL 'K' DATED AUGUST 12, 2012. THE SOUTH LINE OF PARCEL K AND THE SOUTH LINE OF LOT 2 SHOWN HEREON HAVE A BEARING OF S 89°23'18"W.
 2. ERROR OF CLOSURE IS LESS THAN 1:10,000.
 3. THE PROPERTY HEREON IS NOT WITHIN THE FLOOD PLAIN
 4. THE CURRENT AND PROPOSED ZONING FOR THE SUBDIVISION IS C 3.



I HEREBY CERTIFY THAT THE 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.

SIGNATURE: _____ DATE: _____
THOMAS E. HAGENSEE
LICENSE NUMBER 09889
MY LICENSE RENEVAL DATE IS DECEMBER 31, 2019.
PAGES OR SHEETS COVERED BY THIS SEAL: _____
THIS SHEET ONLY

PROJECT NUMBER:
18-0076

DATE DRAWING:
2/26/2018

DRAWING LOG

DATE	ISSUED FOR	DB	CB
02-26-18	DESIGN		
02-26-18	FOR REVIEW		
02-26-18	REV FOR REVIEW		
04-01-18	REV LEGAL		

PROJECT MANAGER:
TOM HAGENSEE

SHEET:
1 OF 1

OWNERS' DEED OF DEDICATION AND STATEMENT OF RESTRICTIONS AND EASEMENTS

RIVER PLACE 4th ADDITION IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, State Street Residences, LC, an Iowa limited liability company (hereinafter the "Owner"), and being desirous of platting and/or re-platting into lots the real estate legally described as set forth on attached Exhibit A, does hereby designate and set apart the aforementioned premises as a subdivision of the city of Cedar Falls, Iowa, to be known and hereinafter referred to as **RIVER PLACE 4th ADDITION IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA**, all of which is done with the free consent and desire of the undersigned.

RESTRICTIONS

1. The property is zoned C-3 and will be used for mixed-used commercial and residential purposes.
2. The property may be made subject to further restrictions by the Owner, its successors and/or assigns, or by any association that may later be established and charged with the responsibility for the future maintenance of portions of this subdivision.

EASEMENTS

1. The Owner does hereby give, grant, and convey to the City of Cedar Falls, Iowa, its successors and assigns, and to any private corporation, firm or person furnishing utilities for the transmission and/or distribution of water, sanitary sewer, gas, electricity, communication service or cable television, perpetual easements for the erection, laying building and maintenance of said services over, across, and/or under the property as shown on the attached plat.
2. Lots 1 and 2 are served by a shared parking lot. The tenants and residents of Lots 1 and 2 and their licensees and invitees shall have access to this parking lot. The use of said easement premises shall be for parking and access of the buildings located on Lots 1 and 2 and shall be limited in extent and duration to the extent necessary for accessing and servicing the businesses operating and residents living on said Lots 1 and 2. The owners of Lots 1 and 2 agree to execute and record a private easement agreement to address the further use, maintenance, repair and/or replacement of this shared parking lot as necessary following completion of private improvements on Lots 1 and 2.

Item G.2.v.

3. The owners, tenants, and residents of the subdivision, and their invitees and licensees shall have an easement over across and along the driveways of the subdivision, including those private roads, drives, and parking lot lanes running through the subdivision, for purposes of access and ingress and egress.

IMPROVEMENTS

Section 27.408 of the Code of Ordinances of the City of Cedar Falls, requires a formal storm water management facility maintenance and repair agreement in connection with the initiation of private improvements on a subdivision. The property presently is subject to and benefited by that one certain maintenance and repair agreement with the City of Cedar Falls filed December 30, 2013, as Doc. No. 2014-12923.

The Owner shall construct and install or cause to be constructed and installed all required public improvements within the subdivision plat, which public improvements shall 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. They shall be constructed and installed in a good and workmanlike manner.
2. They shall be free of defects in workmanship or materials.
3. They shall be free of any conditions that could result in structural or other failure of said improvements.
4. They shall be constructed and installed in accordance with the design standards and technical standards established for such public improvements by the City of Cedar Falls and by Cedar Falls Utilities.
5. They 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 Owners' construction plans are now on file in the office of the City Engineer for the City of Cedar Falls.

Dated this ____ day of March, 2018.

STATE STREET RESIDENCES, LC, an Iowa limited liability company

By: _____

Name: Mark Kittrell

Title: Managing Member

STATE OF IOWA, BLACK HAWK COUNTY, ss:

This instrument was acknowledged before me on this ____ day of January, 2016, by Mark Kittrell, as Managing Member of State Street Residences, LC.

Notary Public in and for the State of Iowa

Item G.2.v.

EXHIBIT A LEGAL DESCRIPTION

That part of Parcel M in the Minor Plat of River Place 1st Addition part of the NE 1/4 of Section 12, Township 89 North, Range 14 West of the 5th P.M. in the City of Cedar Falls, Black Hawk County, Iowa, described as follows:

Beginning at the Southeast corner of said Parcel M; thence S 89°23'18" W along the North line of East 4th Street, a distance of 155.75 feet; thence N 00°36'10" W, a distance of 76.60 feet; thence S 89°23'50"W, a distance of 226.27 feet; thence N 00°33'06" W, a distance of 234.88 feet to the South line of River Place 3rd Addition; thence N 89°26'54" E along said South line of River Place 3rd Addition, a distance of 88.97 feet; thence S 37°28'03" E along said South line, a distance of 21.59 feet; thence N 65°49'24" E along said South line, a distance of 103.59 feet to the Northeasterly line of said Parcel M; thence S 28°52'27" E along said Northeasterly line, a distance of 164.49 feet; thence S 30°21'38" E along said Northeasterly line, a distance 190.00 feet; thence S 26°55'38" E along said Northeasterly line, a distance of 28.70 feet to the point of beginning.

SURVEYOR'S CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF JOHNSON)

I, Thomas E. Hagensee, hereby certify that I have made a survey of what is to be known as:

RIVER PLACE 4TH ADDITION
PART OF THE NE1/4 SECTION 12, TOWNSHIP 89
NORTH, RANGE 14 W OF THE FIFTH PRINCIPAL MERIDIAN
CITY OF CEDAR FALLS
BLACK HAWK COUNTY, IOWA

Which is located on the following described real estate:

THAT PART OF PARCEL M IN THE MINOR PLAT OF RIVER PLACE 1ST ADDITION PART OF THE NE ¼ OF SECTION 12, TOWNSHIP 89 NORTH, RANGE 4 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL M; THENCE S 89°23'18" W ALONG THE NORTH LINE OF EAST 4TH STREET, A DISTANCE OF 155.75 FEET; THENCE N 00°36'10" W, A DISTANCE OF 76.60 FEET; THENCE S 89°23'50" W, A DISTANCE OF 226.27 FEET; THENCE N00°33'06" W, A DISTANCE OF 234.88 FEET TO THE SOUTH LINE OF RIVER PLACE 3RD ADDITION; THENCE N 89°22'52" E ALONG SAID SOUTH LINE OF RIVER PLACE 3RD ADDITION, A DISTANCE OF 88.97 FEET; THENCE S 37°28'03" E ALONG SAID SOUTH LINE, A DISTANCE OF 21.59 FEET; THENCE N 65°49'24" E ALONG SAID SOUTH LINE, A DISTANCE OF 103.69 FEET TO THE NORTHEASTERLY LINE OF SAID PARCEL M; THENCE 28°52'27" E ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 164.49 FEET; THENCE S 30°21'38" E ALONG SAID NORTHEASTERLY LINE, A DISTANCE 190.00 FEET; THENCE S 26°55'38" E ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 28.70 FEET TO THE POINT OF BEGINNING.

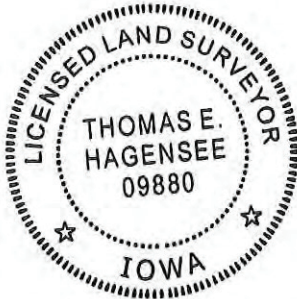
SAID PARCEL CONTAINS 1.724 ACRES AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

I further certify that the accompanying Plat is a true representation thereof of a survey made in the field, has been made in accordance with the laws of the State of Iowa relating thereto and the dimensions are in feet and decimals thereof.

Given under my hand and seal this 30th day of April, 2018.

Thomas E. Hagensee

By: Thomas E. Hagensee, P.L.S.
Iowa License Number 09889





DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls
 220 Clay Street
 Cedar Falls, Iowa 50613
 Phone: 319-273-8606
 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 1, 2018
SUBJECT: 100 E 2nd Street (MU2) Site Plan Amendment

REQUEST: Request to approve an amendment to the River Place site plan for the MU2 building.

PETITIONER: River Place Properties, LC

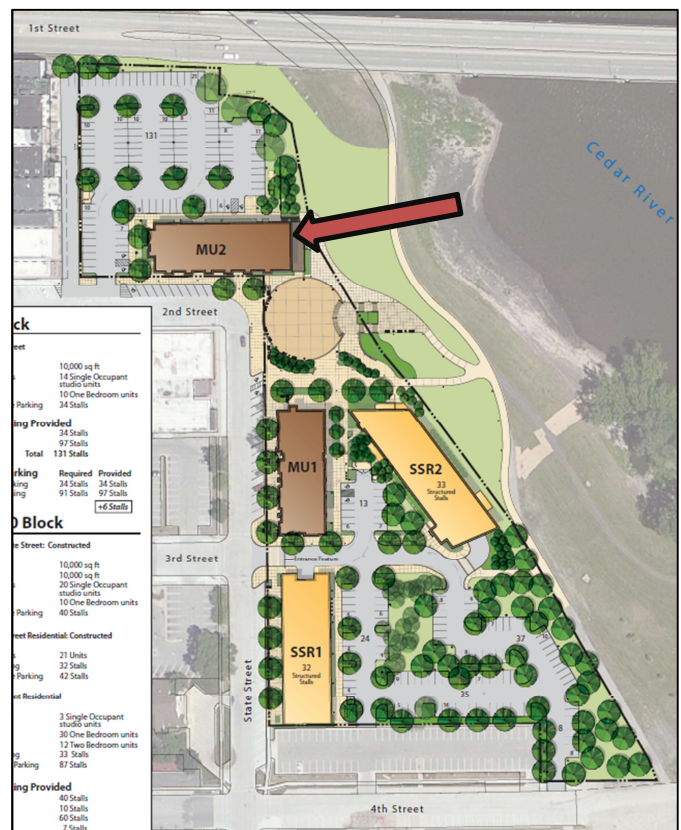
LOCATION: 100 E 2nd Street. The property is located at the intersection of E. 2nd Street and State Street.

PROPOSAL

It is proposed to amend the previously approved site plan for the MU2 building that was part of the overall River Place Mixed Use Development Project. The approved plan showed a 48 foot tall building with commercial space on the first level, a mezzanine area above the commercial space, and two levels of residential uses. It is being proposed to increase the building height by approximately 8 feet, which would then allow for the mezzanine area above the first level commercial space to be converted into its own floor for office uses. The developer has indicated that there is a need for additional office space in the downtown area, and this will help to fill that need.

BACKGROUND

The River Place Mixed Use Development project was originally proposed in 2012 with details of the mixed use development plan



River Place Master Plan

Item G.2.x.

being reviewed during the course of several meetings in 2012 leading to the initial Master Plan being approved in 2012. Subsequently the River Place Master Plan was revised, updated and approved again in 2015.

In October 2012 the River Place Addition preliminary plat covering all 6 acres from 4th Street to 1st Street was approved along with River Place 1st Addition that created Lot 1. This lot is the site of 300 State Street, 21 residential units completed in 2014.

In May 2013 the River Place 2nd Addition Final Plat was approved creating two lots; Lot 1 on which MU1 (200 State Street) is currently situated and Lot 2 proposed for the SSR2 residential building scheduled for 2016 construction.

In March 2016 the River Place 3rd Addition Final Plat was approved and included minor revisions to the two lots platted under River Place 2nd Addition (Lots 1 and 2) along with the “new” platting of Lot 3 (Plaza) and Lot 4 (MU2 and parking lot).

Also in March 2016 the MU2 building, River Place Plaza, and SSR2 building site plans were approved. The construction of the SSR2 building has been completed, and work on the River Place Plaza and MU2 building will begin in the Spring of 2018.

ANALYSIS

The site plan for the MU2 building was first presented to the Planning & Zoning Commission on 1/22/16. At that meeting suggestions were made to the developer regarding the general design of the building; in particular regarding the percentage of metal and fiber cement paneling that was being proposed. The site plan came back to the Commission on 2/3/16, where changes were made to the design to increase the use of brick materials and decrease the use of metal panels and fiber cement panels. The Commission recommended approval of the site plan, including the building’s design, based on those suggested changes. The same materials that were previously approved will be carried forward with the increased height; however the percentages will change slightly as they will be utilizing more brick materials and less metal paneling.

For this request, the building is being proposed to be increased in height by approximately 8 feet from approximately 48 feet in height to approximately 56 feet in height. The applicant has provided a building height diagram in order to show how the increased height of the building would relate to the adjacent building. The plan shows the masonry tower being lowered slightly in order to match the height of the adjacent building to begin the stepping/varying heights of the masonry portions along 2nd Street. The property is zoned C-3 Commercial District, which has a building height limitation of 165 feet or three times the width of the road that the building faces. In this case E 2nd Street is 34 feet in width, meaning that the maximum building height allowed would be 102 feet (34 feet x 3). As this structure would be 56 feet in height, it would meet the height requirement of the Zoning Ordinance. This property is also located within the Central Business District Overlay Zoning District. This overlay district does not have a specific height limitation for buildings, but it does call for reviewing building proportion, or the relationship between the height of the front elevations of adjacent buildings, when considering a development. In the height diagram provided by the applicant, it shows that the overall height of the building will be slightly taller than the adjacent building, but the masonry tower at the west end of the building that is closest to the adjacent building was lowered in order to match the height of that building.

There are no parking requirements in the C-3 Commercial district. However, as a condition of developing this property along State Street, the residential components to the plan were required to provide off-street parking at a rate of one parking stall for each efficiency unit and two parking stalls for the one and two bedroom units, per the River Place Master Plan. For the MU2 building, there are 14 studio units and 10 one-bedroom units, therefore requiring 34 parking stalls. It should be noted that no changes have been made to the amount of residential units in the building. The previously approved plan indicated 37 available parking spaces for the residential component, which would be in compliance with the agreement. The applicant has provided an updated parking plan, which shows that 41 parking spaces are provided for the MU2 building. Also, a surplus of 10 parking spaces is shown on the rest of the development property. By removing the mezzanine area above the commercial uses and adding between 8,000 and 13,000 square feet of new office space, there could be a concern on the need for additional parking (even though parking for this use is not required). For the overall River Place Development Project, a total of 206 private parking stalls and 91 public parking stalls were required per the Master Plan. The Developer has provided 216 private parking stalls and 100 public parking stalls, which in total is 19 parking stalls more than what was required. By providing more parking stalls than what was previously required, this could provide parking for any additional traffic that the new office space could generate.

This requested amendment is to change the overall height of the building by approximately 8 feet to allow for a second floor office area. The office area addition is proposed to be approximately 8,000 to 13,000 square feet, with each individual office space ranging from 1,500 to 3,000 square feet (approximately 4-8 office spaces). Other elements of the previously approved site plan will not change with this amendment, including the setbacks of the building, landscaping, sidewalks, lighting, signage and trash enclosures.

TECHNICAL COMMENTS

There were no technical comments noted for this particular request.

STAFF RECOMMENDATION

The Community Development Department has reviewed the amended site plan and recommends approval, subject to the following stipulations:

1. Construction of the River Place Plaza as indicated on the River Place Master Plan which was previously approved by the Planning & Zoning Commission and City Council.

PLANNING & ZONING COMMISSION

Discussion 12/13/2017 Chair Oberle introduced the item and Mr. Graham provided background information. He noted an email was received from a neighbor who had concerns with regard to parking. Mr. Graham noted that the parking and landscaping are unchanged with the new site plan.

Mr. Holst stated that he has had several people reach out to him with concerns regarding parking. Ms. Saul also noted that people have reached out to her with regard to the height and has concerns about the parking as well.

Mr. Wingert asked if there had ever been a proposal for an event center and if this was in this building. Steve Long, Eagle View Partners, stated that this is the building that was proposed, but it was switched to office space because Millrace is 100% occupied and businesses are asking for more Class A office space. They

Item G.2.x.

have also gotten requests from businesses outside the area looking to move here. They may keep part of the mezzanine level, but the banquet facility is no longer being considered. All tenants of the office space will have parking passes and be required to use the parking lot behind Millrace where there is excess capacity. The residents will have reserved space on private lots.

Alan Dailey, 3115 Apollo Street, owner of Chocolatier Stam, noted that parking is a concern.

Dawn Wilson, 3620 Rownd Street, owner of Cup of Joe, asked about what will be done for future developments. She stated that the parking study that was done by volunteers is already obsolete as new developments have come in. She asked for more consideration of parking lots provided by the City.

Julie Shimek, 104 Main Street, stated her parking concerns as an area business owner. She noted that property owners were also concerned with leaseability and that many businesses struggled this summer while the parking lot was being repaired. She also pointed out that there is more of a parking issue in the evenings than during the day.

Carol Lilly, Community Main Street (206 Main Street), said that several businesses have reached out to her with regard to building height, parking and lease rates. The Board has discussed the issues presented and they will continue to share information with staff and the Commission.

Vote
1/10/2018

Acting Chair Holst introduced the item and Mr. Graham provided background information.

Trace Steffen, 807 W. 13th Street, has an office at 200 State Street and is excited about the additional office space and potential for growth. He stated that he doesn't have any issues with parking.

Nick Hash, 2614 Green Creek, is also in favor of the project as he has a business downtown and is happy about the additional office space in that area. He feels it is a great location and likes the idea of more office space downtown. He also doesn't feel there is an issue with parking.

Dan Drendel, Slingshot Architecture, noted that they have addressed the issue with the building scale, and also noted that he believes that the parking is working out well in the current buildings so he feels that will not be a problem.

Julie Shimek, 104 Main Street, read a letter on behalf of Dawn Wilson, the owner of Cup of Joe (102 Main Street). The letter stated concerns with added employees and additional residents creating more parking issues. Ms. Shimek also commented that the tenants and employees downtown will need a place to park.

Don Blau, 527 Jessica Lane, landlord for a building at 120 Main Street, noted his concerns with a lack of parking. He also felt that the building height takes away from the character of the downtown area.

Brent Johnson, 621 Clay Street, stated that he is supportive of the original project, but has reservations about adding the extra floor. He believes that the

parking will be a big issue. He also feels that the City is building too fast.

Mr. Leeper felt that there seems to be more of a perception problem with regard to parking. He feels that people just aren't used to having to walk an extra block or two like they would have to in other cities.

Mr. Arntson noted that he isn't sure how much more building downtown can take. He feels that the bigger picture should be considered.

Mr. Holst also feels the parking is very dense in the 100 block and is concerned that the businesses will suffer.

Mr. Wingert agreed with Mr. Leeper, stating that he understands that there are people who may have difficulty walking longer distances, but he feels that most people just aren't accustomed to walking a little further.

Mark Kittrell, Eagle View Properties (developer), noted that he feels that the downtown is a very successful area and that they try to be sensitive to balancing the different views and comments from surrounding businesses. He stated that there is a requirement in the lease that all employees park in one of their designated lots. They are given parking passes for those vehicles to be in the lot. Mr. Kittrell stated that employees will not be parking in City lots.

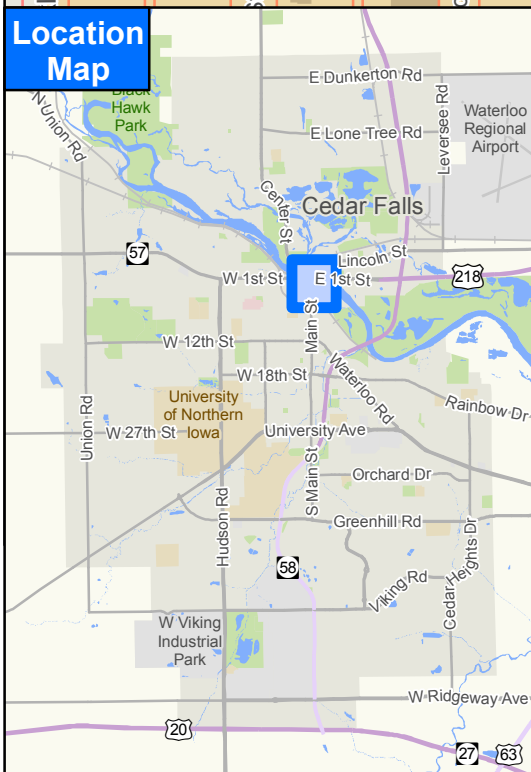
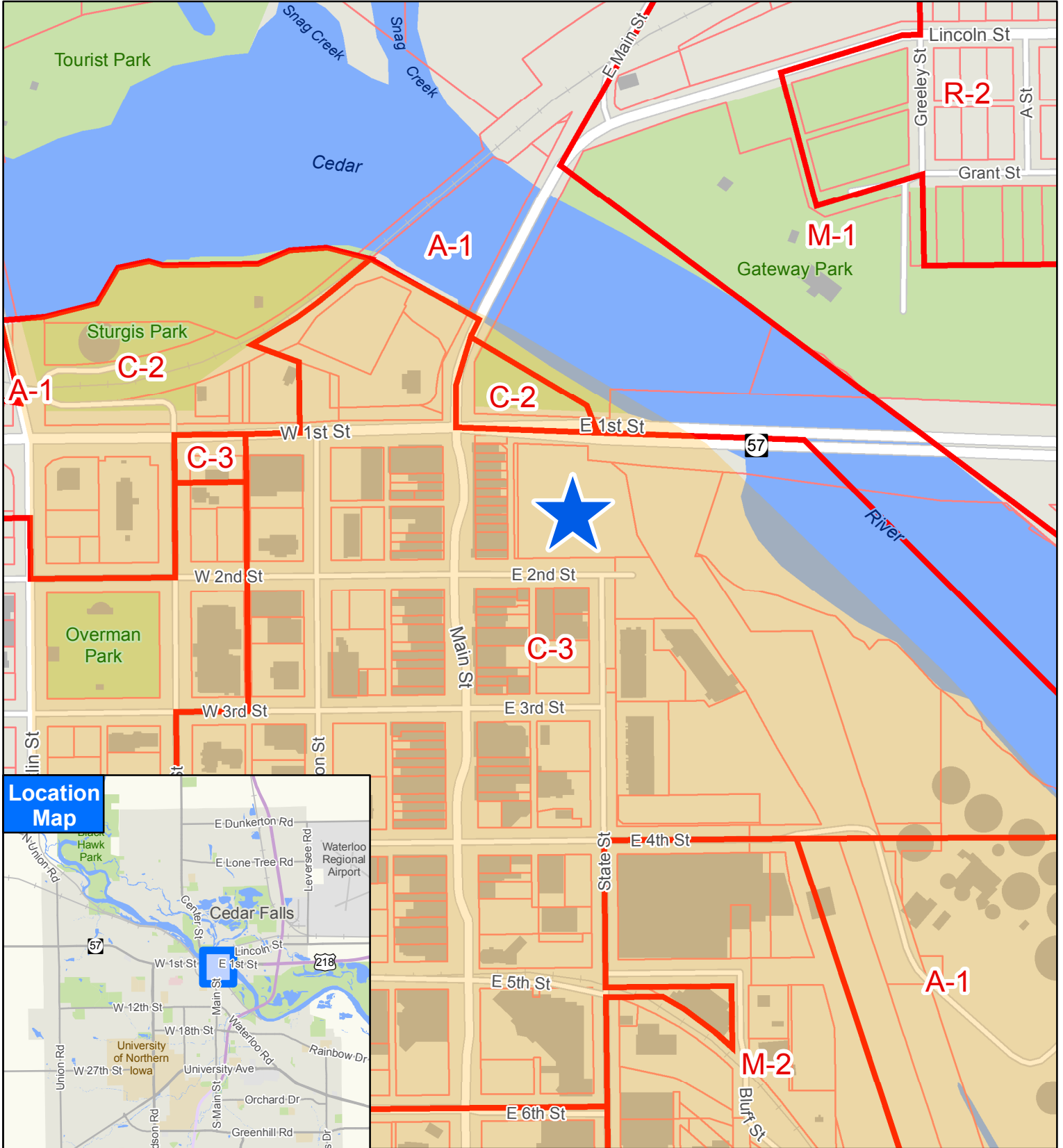
Ms. Giarusso asked if it is time to do another parking study, as there has been a great deal of growth downtown. Ms. Sheetz discussed some of the options that are being considered and noted that there will be a joint City Council and Planning and Zoning meeting coming up where they will be discussing some parking items in the Capital Improvements Plan (CIP).

Ms. Saul asked about the potential height issue and where the building will be in relation to the buildings around it. Mr. Drendel showed a rendering to illustrate the height variation.

Mr. Arntson asked about the intended use of the building and the area, including the plaza and public restrooms. Mr. Kittrell stated they are continuing to work with the public amenities. They are currently working to find funding for the public restrooms.

Mr. Leeper asked if the employees are, in fact parking in the designated spaces, or are they using public parking. Ms. Shimek stated that she couldn't be sure, as she is further away.

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



MU2 Site Plan Amendment -
River Place Properties, LC

RIVER PLACE - MU2

MATERIAL PERCENTAGES



MU2 - MATERIAL PERCENTAGES - 3 STORY OPTION

MATERIAL	NORTH ELEVATION
BRICK MASONRY	2247 sf 25.7%
FIBER CEMENT	1061 sf 12.1%
GLASS	2088 sf 23.9%
BURNISHED BLOCK	1779 sf 20.3%
HORIZONTAL METAL PANEL	145 sf 1.7%
VERTICAL METAL PANEL	1431 sf 16.4%
TOTAL	8751 sf

NORTH ELEVATION 3 STORY OPTION W/ MEZZANINE

SCALE: 1/16" = 1'-0"
(E)



MU2 - MATERIAL PERCENTAGES - 4 STORY OPTION

MATERIAL	NORTH ELEVATION
BRICK MASONRY	3545 sf 33.6%
FIBER CEMENT	1897 sf 18.0%
GLASS	2430 sf 23.1%
BURNISHED BLOCK	1489 sf 14.1%
HORIZONTAL METAL PANEL	244 sf 2.3%
VERTICAL METAL PANEL	934 sf 8.9%
TOTAL	10539 sf

NORTH ELEVATION 4 STORY OPTION

SCALE: 1/16" = 1'-0"

RIVER PLACE - MU2

MATERIAL PERCENTAGES



EAST ELEVATION 3 STORY OPTION W/ MEZZANINE

SCALE: 1/16" = 1'-0"

-1108-



EAST ELEVATION 4 STORY OPTION

SCALE: 1/16" = 1'-0"

ONITSHOT
ARCHITECTURE

MU2 - MATERIAL PERCENTAGES - 3 STORY OPTION

MATERIAL	EAST ELEVATION
BRICK MASONRY	710 sf 25.9%
FIBER CEMENT	0 sf 0.0%
GLASS	844 sf 30.8%
BURNISHED BLOCK	398 sf 14.5%
HORIZONTAL METAL PANEL	12 sf 0.4%
VERTICAL METAL PANEL	779 sf 28.4%
TOTAL	2743 sf

MU2 - MATERIAL PERCENTAGES - 4 STORY OPTION

MATERIAL	EAST ELEVATION
BRICK MASONRY	1623 sf 36.6%
FIBER CEMENT	0 sf 0.0%
GLASS	1186 sf 26.7%
BURNISHED BLOCK	309 sf 7.0%
HORIZONTAL METAL PANEL	48 sf 1.1%
VERTICAL METAL PANEL	1271 sf 28.6%
TOTAL	4437 sf

RIVER PLACE - MU2

MATERIAL PERCENTAGES



MU2 - MATERIAL PERCENTAGES - 3 STORY OPTION

MATERIAL	SOUTH ELEVATION
BRICK MASONRY	1638 sf 18.2%
FIBER CEMENT	613 sf 6.8%
GLASS	3406 sf 37.8%
BURNISHED BLOCK	382 sf 4.2%
HORIZONTAL METAL PANEL	451 sf 5.0%
VERTICAL METAL PANEL	2510 sf 27.9%
TOTAL	9000 sf

SOUTH ELEVATION 3 STORY OPTION W/ MEZZANINE

SCALE: 1/16" = 1'-0"



MU2 - MATERIAL PERCENTAGES - 4 STORY OPTION

MATERIAL	SOUTH ELEVATION
BRICK MASONRY	3144 sf 29.2%
FIBER CEMENT	657 sf 6.1%
GLASS	3810 sf 35.3%
BURNISHED BLOCK	163 sf 1.5%
HORIZONTAL METAL PANEL	703 sf 6.5%
VERTICAL METAL PANEL	2305 sf 21.4%
TOTAL	10782 sf

SOUTH ELEVATION 4 STORY OPTION

SCALE: 1/16" = 1'-0"

RIVER PLACE - MU2

MATERIAL PERCENTAGES



WEST ELEVATION 3 STORY OPTION W/ MEZZANINE

SCALE: 1/16" = 1'-0"



WEST ELEVATION 4 STORY OPTION

SCALE: 1/16" = 1'-0"

MU2 - MATERIAL PERCENTAGES - 3 STORY OPTION

MATERIAL	WEST ELEVATION
BRICK MASONRY	1819 sf 58.2%
FIBER CEMENT	0 sf 0.0%
GLASS	710 sf 22.7%
BURNISHED BLOCK	70 sf 2.2%
HORIZONTAL METAL PANEL	22 sf 0.7%
VERTICAL METAL PANEL	503 sf 16.1%
TOTAL	3124 sf

MU2 - MATERIAL PERCENTAGES - 4 STORY OPTION

MATERIAL	WEST ELEVATION
BRICK MASONRY	2357 sf 58.8%
FIBER CEMENT	0 sf 0.0%
GLASS	825 sf 20.6%
BURNISHED BLOCK	0 sf 0.0%
HORIZONTAL METAL PANEL	47 sf 1.2%
VERTICAL METAL PANEL	780 sf 19.5%
TOTAL	4009 sf



MU2 - MATERIAL PERCENTAGES - 3 STORY OPTION

MATERIAL	SOUTH ELEVATION
BRICK MASONRY	1638 sf 18.2%
FIBER CEMENT	613 sf 6.8%
GLASS	3406 sf 37.6%
BURNISHED BLOCK	382 sf 4.2%
HORIZONTAL METAL PANEL	451 sf 5.0%
VERTICAL METAL PANEL	2510 sf 27.9%
TOTAL	9000 sf

SOUTH ELEVATION 3 STORY OPTION WITH MEZZANINE

-1111-



MU2 - MATERIAL PERCENTAGES - 4 STORY OPTION

MATERIAL	SOUTH ELEVATION
BRICK MASONRY	3144 sf 29.2%
FIBER CEMENT	657 sf 6.1%
GLASS	3810 sf 35.3%
BURNISHED BLOCK	163 sf 1.5%
HORIZONTAL METAL PANEL	703 sf 6.5%
VERTICAL METAL PANEL	2305 sf 21.4%
TOTAL	10782 sf

SOUTH ELEVATION 4 STORY OPTION

Item G.2.X.

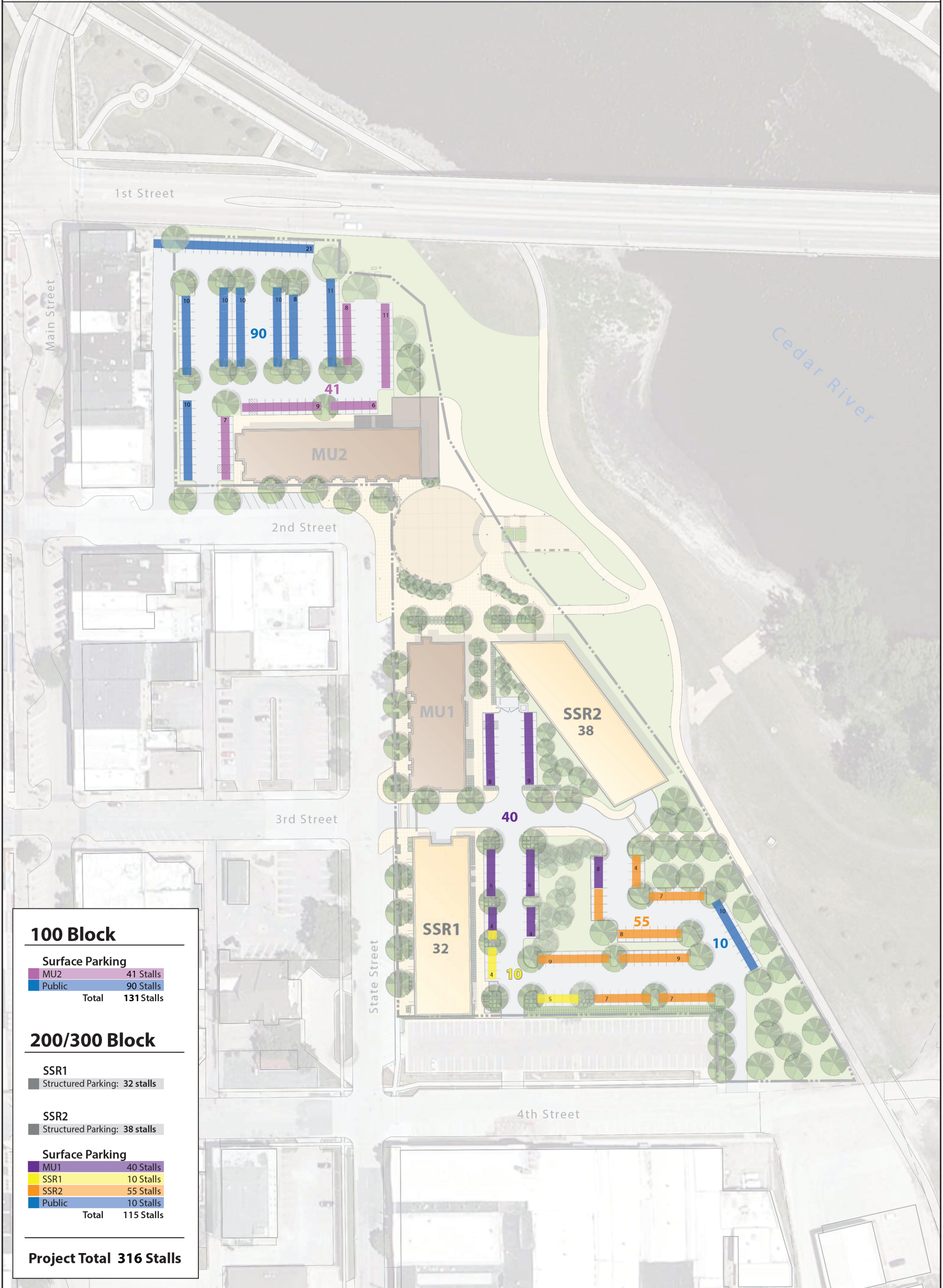
River Place | Parking Location Plan

Cedar Falls, Iowa

Item G.2.x.



RIVER PLACE
downtown lifestyle opportunities



100 Block	
Surface Parking	
MU2	41 Stalls
Public	90 Stalls
Total	131 Stalls
200/300 Block	
SSR1	
Structured Parking:	32 stalls
SSR2	
Structured Parking:	38 stalls
Surface Parking	
MU1	40 Stalls
SSR1	10 Stalls
SSR2	55 Stalls
Public	10 Stalls
Total	115 Stalls
Project Total 316 Stalls	

PLANT MATERIAL SCHEDULE - 100 BLOCK DEVELOPMENT

KEY	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS	SPACING	QUANTITY	POINTS
AAB	Acer x freemanii "Autumn Blaze"	Autumn Blaze Maple	2"	Caliper	Varies	6	480
BNR	Betula nigra	River Birch	12'	Multi-stem	Varies	9	720
CFG	Calamagrostis acutiflora 'K.F.'	Feather Reed Grass	#1	Cont.	18"	223	0
GBP	Ginkgo biloba "Princeton Sentry"	Princeton Sentry Ginkgo	2"	Caliper	Varies	6	480
GTI	Gleditsia triacanthos inermis 'Skyline'	Skyline Honeylocust	2"	Caliper	Varies	5	400
PVS	Panicum virgatum "Shenandoah"	Shenandoah Switchgrass	#1	Cont.	24"	74	0
QSW	Quercus bicolor	Swamp White Oak	2"	Caliper	Varies	2	160
RIB	Ribes alpinum "Green Mound"	Green Mound Alpine Currant	24"-30"	5 Gal.	30"	72	720
RAG	Rhus aromatica "Gro-low"	Gro-low Fragrant Sumac	24"-30"	5 Gal.	48"	46	460
SPD	Sporobolus heterolepis	Prairie Dropseed	#1	Cont.	24"	22	0
SOC	Symphoricarpos orbiculatus	Indian Currant Coralberry	24"-30"	5 Gal.	36"	8	80
TMT	Taxus x media "Tauntoni"	Taunton Spreading Yew	24"-30"	5 Gal.	48"	33	330

TOTAL POINTS = 3830

PARKING LOT LANDSCAPING:

131 PARKING STALLS REQUIRES 6 INTERIOR PARKING LOT TREES (9 PROVIDED)

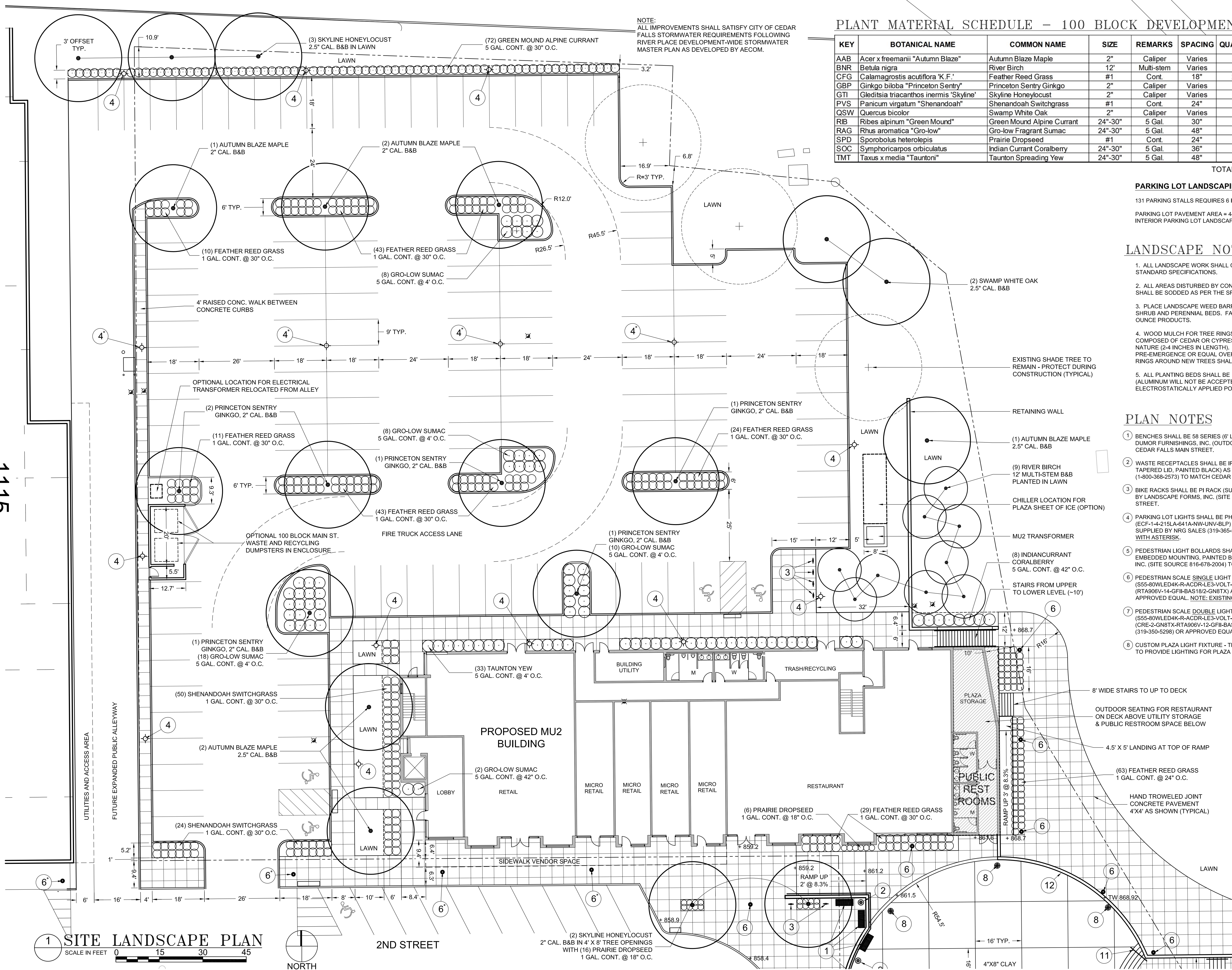
PARKING LOT PAVEMENT AREA = 44,900 SQ. FT.
INTERIOR PARKING LOT LANDSCAPE AREA = 2207 SQ. FT. = 5% OF PARKING LOT AREA

LANDSCAPE NOTES

- ALL LANDSCAPE WORK SHALL CONFORM TO APPLICABLE CITY OF CEDAR FALLS STANDARD SPECIFICATIONS.
- ALL AREAS DISTURBED BY CONSTRUCTION AND NOT INCLUDED IN PLANTING BEDS SHALL BE SODED AS PER THE SPECIFICATIONS.
- PLACE LANDSCAPE WEED BARRIER FABRIC BELOW WASHED RIVER ROCK MULCH IN SHRUB AND PERENNIAL BEDS. FABRIC SHALL BE A WOVEN POLYPROPYLENE, 3.5 TO 4.0 OUNCE PRODUCTS.
- WOOD MULCH FOR TREE RINGS IN LAWN (IF APPLICABLE) SHALL BE 3" DEEP, COMPOSED OF CEDAR OR CYPRESS WOOD OF UNIFORM COLOR AND LONG, FIBROUS NATURE (2-4 INCHES IN LENGTH). DO NOT USE WALNUT. APPLY SURFLAN PRE-EMERGENCE OR EQUAL OVER THE TOP OF ALL WOOD MULCH AREAS. MULCH RINGS AROUND NEW TREES SHALL BE MINIMUM 6" IN DIAMETER.
- ALL PLANTING BEDS SHALL BE EDGED WITH 4" X 3/16" STEEL LAWN EDGING (ALUMINUM WILL NOT BE ACCEPTED). EDGING SHALL BE HOT ROLLED STEEL WITH AN ELECTROSTATICALLY APPLIED POWDER COAT SURFACE PAINT, BLACK IN COLOR.

PLAN NOTES

- BENCHES SHALL BE 58 SERIES (6' LENGTH, PAINTED BLACK) AS MANUFACTURED BY DUMOR FURNISHINGS, INC. (OUTDOOR RECREATION PRODUCTS 800-747-5437) TO MATCH CEDAR FALLS MAIN STREET.
- WASTE RECEPTACLES SHALL BE IRONSITES SD-42 (SIDE DOOR WITH LOCK, SMOOTH TAPERED LID, PAINTED BLACK) AS MANUFACTURED BY VICTOR STANLEY, INC. (1-800-368-2573) TO MATCH CEDAR FALLS MAIN STREET.
- BIKE RACKS SHALL BE PI RACK (SURFACE MOUNT, PAINTED BLACK) AS MANUFACTURED BY LANDSCAPE FORMS, INC. (SITE SOURCE 816-678-2004) TO MATCH CEDAR FALLS MAIN STREET.
- PARKING LOT LIGHTS SHALL BE PHILIPS GARDCO ECOFORM LED FIXTURES (ECF-1-4-215LA-641A-NW-UNV-BLP) ON 5" ROUND STEEL POLES (PAINTED BLACK) AS SUPPLIED BY NRG SALES (319-365-5259). NOTE: DUAL-HEADED LIGHT FIXTURES MARKED WITH ASTERISK.
- PEDESTRIAN LIGHT BOLLARDS SHALL BE ANNAPOLIS LED LIGHTED BOLLARD (6" EMBEDDED MOUNTING, PAINTED BLACK) AS MANUFACTURED BY LANDSCAPE FORMS, INC. (SITE SOURCE 816-678-2004) TO MATCH RIVER PLACE SSR1 SITE.
- PEDESTRIAN SCALE SINGLE LIGHT FIXTURES SHALL BE LUMEC SERENADE (SS5-80WLED4K-R-ACDR-LE3-VOLT-SFOK-FNB-GN8TX) ON PERIOD POLES (RTA906V-14-GFII-BAS18/2-GN8TX) AS SUPPLIED BY NRG SALES (319-350-5298) OR APPROVED EQUAL. NOTE: EXISTING LIGHTS TO REMAIN MARKED WITH ASTERISK.
- PEDESTRIAN SCALE DOUBLE LIGHT FIXTURES SHALL BE LUMEC SERENADE (SS5-80WLED4K-R-ACDR-LE3-VOLT-SFOK-FNB-GN8TX) ON PERIOD POLES (CRE-2-GN8TX-RTA906V-12-GFII-BAS18/2-GN8TX) AS SUPPLIED BY NRG SALES (319-350-5298) OR APPROVED EQUAL.
- CUSTOM PLAZA LIGHT FIXTURE - THEATRICAL THEMED LED FIXTURES ON 25' STEEL POLES TO PROVIDE LIGHTING FOR PLAZA AND STAGE.



NOTE:
ALL IMPROVEMENTS SHALL SATISFY CITY OF CEDAR FALLS STORMWATER REQUIREMENTS FOLLOWING RIVER PLACE DEVELOPMENT-WIDE STORMWATER MASTER PLAN AS DEVELOPED BY AECOM.

-1115-

1 SITE LANDSCAPE PLAN
SCALE IN FEET 0 15 30 45



NOT FOR CONSTRUCTION

River Place | Master Plan

Cedar Falls, Iowa

Item G.2.x.



RIVER PLACE
downtown lifestyle opportunities



Final alley design and truck turning radius to be verified at time of submittal.

100 Block

MU2 - 2nd Street
3 Floors
Retail 10,000 sq ft
Residential Units 15 Single Occupant studio units
11 One Bedroom units
Required Private Parking 37 Stalls

Surface Parking Provided
MU2 (Private) 37 Stalls
Public 94 Stalls
Total 131 Stalls

100 Block Parking	Required	Provided
Total Private Parking	37 Stalls	37 Stalls
Total Public Parking	91 Stalls	94 Stalls

200/300 Block

MU1 - 200 State Street: Constructed
4 Floors
Retail 10,000 sq ft
Office 10,000 sq ft
Residential Units 20 Single Occupant studio units
10 One Bedroom units
Required Private Parking 40 Stalls

SSR1 - State Street Residential: Constructed
3 Floors
Residential Units 21 Units
Structured Parking 32 Stalls
Required Private Parking 42 Stalls

SSR2 - Riverfront Residential
4 Floors
Residential Units 3 Single Occupant studio units
30 One Bedroom units
12 Two Bedroom units
Structured Parking 38 Stalls
Required Parking 87 Stalls

Surface Parking Provided
MU1 (Private) 40 Stalls
SSR1 (Private) 10 Stalls
SSR2 (Private) 55 Stalls
Public 10 Stalls
Total 115 Stalls

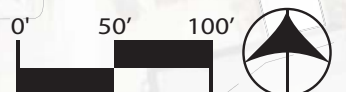
200/300 Block Parking	Required	Provided
Total Private Parking	169 Stalls	175 Stalls
Total Public Parking	0 Stalls	10 Stalls

Total Parking	Required	Provided
Total Private Parking	206 Stalls	212 Stalls
Total Public Parking	91 Stalls	104 Stalls
Overall Parking	297 Stalls	316 Stalls

Revised: February 17, 2015



-1117-



100 STATE STREET (MU2) SITE PLAN AMENDMENT NARRATIVE

The approved site plan for the construction of the MU2 building at 100 State Street included a mix of residential and commercial uses in an approximately 46,000 SF three-story building with a mezzanine on floor one. The uses included 24 studio and one-bedroom apartments and 13,750 gross SF of first floor commercial space (with mezzanine). The site plan included 37 parking spaces available on-site and 91 additional parking spaces available in the new public parking lot adjacent to the building. Actual parking constructed includes 37 on-site and 106 additional parking spaces.

The Applicant is asking for an amendment to the approved site plan to include the addition of office space to the MU2 building, in place of the mezzanine level on the first floor. The addition of the second floor office space will add much needed Class A office space downtown. There are businesses currently at the Mill Race that have outgrown or are close to outgrowing their space and want to stay downtown, but options are limited. There are also businesses from outside the metro area that have contacted the Applicant that are looking for office space opportunities downtown. The total amount of new office space on the second floor will be in the range of 8,000 SF to 13,000 SF (1,000 SF to 2,500 SF may remain a mezzanine space for the first floor commercial/retail space) with each individual space ranging from 1,500-3,000 SF. The amount of commercial/retail space on the first floor will remain the same at 13,750 gross SF and the amount of residential units on floors three and four will remain the same at 24 units. The only change to the original approved site plan is to remove the mezzanine level and add office space on the second floor.

The addition of the office space will not increase the amount of parking required and it will only increase the height of the building by 7' 8" because of the tall height of the originally approved mezzanine level.

The same materials for the exterior will be used as approved in the original site plan, but the material percentages are changing slightly. In general, the proposed four-story building will use more brick masonry material and less of the metal panels.

The Applicant asks for the approval of the amendment to the approved MU2 site plan to allow for the removal of the mezzanine level and the addition of office space.

Shane Graham

From: Danny Laudick <danny.laudick@gmail.com>
Sent: Wednesday, January 10, 2018 4:47 PM
To: Shane Graham
Subject: 100 East Second Street

Hey, Shane,

Just wanted to write a quick letter of support regarding the 100 East Second Street building in downtown (albeit a bit last minute!), and apologies it's a bit verbose! I didn't have much time to write it quickly before heading out of the office, but wanted to send something over.

Firstly, as full disclosure, I do have a conflict of interest as Mark Kittrell is one of my board of directors! So I've made sure to think this letter of support through purely from a standpoint of someone who lives and works in downtown, and from feedback I've heard from members at Mill Race.

With that said, I'd put my support behind the additional office space at 100 East Second Street. I've heard several tenants/members at Mill Race express interest in continuing to work and locate in downtown (Jam City is a key example), but available space to continue building their company in downtown is certainly a limiting factor (and I can attest that they often frequent downtown businesses - Pablos being a significant beneficiary!). I've also heard from several individuals who live and work in downtown, some members at the Coworking space and others who live in the district, who specifically chose to live down here because of the vibrancy of activity, both commercial and residential, and that vibrancy is what keeps them eating, shopping, and spending as much time down here as they do (they specifically express concerns about the expansion of suburban living and worrying that the downtown district could be left behind when it comes to new developments).

So having spent time researching other communities, entrepreneurial ecosystems and places where people are actively drawn to, downtowns where there is a surplus of activity, people working, living, walking around and biking and all of the other activities involved are one of the key attraction pieces that draw people in. More activity and people living and working in downtown will certainly mean less available parking, but to me that's a small, small price to pay compared to the benefit of that activity drawing people to be downtown and retaining talent in our community. And we can certainly work together as a community to address any rising parking issues in the coming years.

Thanks Shane, and hope the new year is going well!

-Danny

Danny Laudick
Cofounder & Executive Director, Mill Race
Danny.Laudick@gmail.com // 319-231-8694

Item G.2.x.



206 Main Street, Suite B
Cedar Falls, Iowa 50613

Phone: 319-277-0213
communitymainst@cfu.net
www.communitymainstreet.org

2017-2018
Board of Directors:

Lea Ann Saul, Chair
Audrey Dodd
Matt Dunning
Crystal Ford
Wynette Froehner
Ty Kimble
Dan Lynch
Jess Marsh
Amy Mohr
Clark Rickard
Stephanie Sheetz
Julie Shimek
Brad Strouse
Pam Taylor
Dawn Wilson

January 10, 2018

Mayor Jim Brown
City Council members
Planning & Zoning Commission members
City of Cedar Falls
220 Clay Street
Cedar Falls, IA 50613

Mayor Brown, City Council members and P & Z Commission members,

In July 2012, a significant construction project in the downtown district was announced. Members of the downtown community recognized the positive impact the project would bring to the district and wholeheartedly welcomed the news. Community Main Street soon recognized that along with the growth, there would be challenges to face since a major portion of the project would be built on vacant lots used for parking. Although not part of the City's actual parking inventory, the lots were frequently full and used regularly by downtown patrons. After sharing concerns and submitting a request to council and staff to jointly fund a professional parking study, it was determined a more cost-effective route would be to conduct the study internally. At the direction of the City Council, members of city staff were asked to work with representatives from Community Main Street to research parking trends and to develop a set of recommendations to improve downtown parking.

The result of the task force was the 2015 Parking Study Report, a yearlong assessment of parking conditions in the district. It is frequently referenced when downtown development projects are brought forth. Hard copies of the report were provided to city staff, P & Z members, and council members and a link to an electronic version is on the Community Main Street website (communitymainstreet.org) For the past two years, Community Main Street volunteers and staff have been actively addressing the one to two year priorities identified in the report. A summary of accomplishments is attached.

In February 2015 the CMS board of directors asked the Planning & Zoning Commission, City Council and City staff to carefully consider the impact of downtown development projects on parking supply and demand. Community Main Street continues to fully support economic development projects within the district, but also realizes the current and future success of district businesses is directly related to the willingness and ability of patrons to frequent downtown establishments. Parking is a major component of the equation, for without adequate parking there cannot be a sufficient number of patrons to allow success of downtown businesses, both new and existing. And we all know that successful businesses are what drive property values and consequent property taxes. Comparatively, the downtown district generates more income per square foot and per square acre for the City of Cedar Falls than any other commercial area in the community.

It is now 2018 and downtown development projects are going strong, with more on the horizon. The intended use of building projects supported by the city, especially those that



receive financial incentives, is an important consideration. Restaurants, retail and office business tax the existing parking supply in different ways. One of the strengths of our downtown community is the business mix. The balance of retail, dining, nightlife, office, service and residential cannot be taken lightly. Convenient parking is of utmost importance to the retail and restaurant sectors. If care is not taken, we risk losing the balance that makes our downtown a destination and community asset. As community asset the downtown district 1) helps in recruitment of employees for existing and emerging business employees, 2) helps generate tourist traffic and 3) provides quality of life events and activities for the citizens of Cedar Falls.

Community Main Street remains hopeful that you will continue to consider the serious concerns about parking availability as you support continued development in the downtown district. We are confident that if we, working together, use the data collected with the parking study to develop a district-wide plan that adequately addresses the needs of our customers, employees and residents, we will have a downtown that continues to help draw new residents and businesses to Cedar Falls. We are equally confident that if we don't continue to address the customer and employee components of the parking equation, along with the residential requirements, we will all be disappointed in the result.

We greatly appreciate the ongoing support by the City of Cedar Falls for the downtown district and the role it plays in making Cedar Falls a fine city.

Regards,



LeaAnn Saul, on behalf of the
Community Main Street
Board of Directors



Carol Lilly, Director
Community Main Street

Item G.2.x.

Parking Task Force Recommendations and Action Items

Recommendations:

1. Capitalize on underutilized parking areas to ease the burden on parking areas at or near capacity
2. Address “hot spot” parking
3. Increase the number of parking spaces within walking distance and improve awareness of existing parking
4. An adequate supply of appropriately placed long-term parking for employees and residents is needed
5. Monitor and improve factors that affect patron safety
6. Improve district signage
7. Improve business and property owner policy and procedures
8. Increase revenue to support the current downtown parking system
9. Make adjustments to handicap parking

Action Items – one to two years

1. Improve way-finding signage to help people find places to park (2, 3)
2. Educate patrons on parking locations, availability and regulations (1, 2, 3, 4, 6, 7, 9)
 - a. Created and distributed an informational flyer about parking permits
 - b. Created and distributed a downtown parking brochure
 - c. Walk America grant has been submitted (*funding not achieved*)
3. Educate stakeholders and residents about the effects of their parking choices (1, 2, 4, 7)
 - a. Created distributed a handout for employee education regarding parking decisions
4. Develop a long-term plan to increase quantity of parking (2, 3, 4)
 - a. Adjusted parking limits along State Street
 - b. Began researching options – invited Marion group to discuss their project with our team
5. Develop business to business relationships to create shared private parking agreements (1, 2, 3, 4)
 - a. Pilot agreements established; follow up begins in January (Deaver)
 - b. Business initiative (Depot example)
6. Project future parking needs (3, 4, 9)
7. Implement master streetscape plan (1, 3, 4)
 - a. Addition of 19 trees to improve walkability summer 2016
 - b. Addition of 15 additional trees to improve walkability 2017
 - c. 6th Street reconstruction plans includes amenities identified in the master streetscape plan
8. Do regular assessment of night-time safety factors (2, 3, 5, 7)
 - a. Worked with CFPD and CFU to determine possible lighting improvements
 - b. Improvements included in master streetscape plan

9. Improve seasonal accessibility (2, 3, 4, 5, 9)

Action Items – three to five years

1. Improve signage at parking lots (2, 3 6, 9)
 - a. If approved by council, will be part of city CIP beginning in FY18
2. Add small kiosks at parking lots (2, 6)
3. Create a mobile app for parking info (1, 2, 3, 6)
 - a. ~~Working with DISTRIX to add parking to our app (TABLED)~~
4. Create a master special event parking plan (2, 7)
5. Review handicap placement and quantity using ADA guidelines (3, 6, 9)
6. Review zoning ordinance to address growth and future development (4)
 - a. City is currently updating and will present to CMS board in January.
7. Research paid parking alternatives with graduated pricing and adjustments to current fee structure (2, 4, 8)

Action Items – five to ten years

Extensions of several items in first two phases.

Item G.2.x.

Shane Graham

From: julie@vintageironco.com
Sent: Tuesday, January 09, 2018 4:57 PM
To: Stephanie Sheetz; Shane Graham
Subject: re: site plan change

Dear Department of Community development,

As you know I attended the December planning and zoning to voice concerns over the request to change the site plans of the MU2 building at 100 E 2nd street It was a marathon meeting but I stayed to the end to voice my concerns. Why be concerned ? I am a business owner, property owner (104 & 109 Main and lessee of 107 Main Street) and I am a full time resident in downtown Cedar Falls. I for the past 22 years have seen the evolution of downtown and have been very involved in helping grow the Main St district. With that being said, we as businesses and property owners have embraced the growth and tried to be proactive with the increased growth. As a front line connection to customers, clients and visitors we hear their comments first hand, good and bad. Parking for years was a huge detriment to our businesses as they were receiving tickets for patronizing our businesses. We worked through Community Main Street to resolve some major issues with parking tickets and extended parking time. With extended time in lots complaints for ticketing have declined greatly. Now fast forward to 2013 with projected future development to happen along state street we wanted to be proactive. We were about to lose frequently used parking, some official some self made by patrons but all in all we could see what was about to happen. With the popularity of Main St. as a dining and entertainment district (Main St was 99% occupied) we again began hearing about parking but this time it was the lack of. Some say it's a great problem to have, but in reality patrons find it to be a problem. With our society hooked on convenience we needed to be proactive. We preformed a parking study to see if what we were hearing was true. The parking study was an eye opener, we had under utilized parking but we also had "HOT SPOTS" where parking was at a minimum. We took a proactive approach and shifted employees to outer areas and consulted to lease parking for employees to these outer areas which was pretty successful for a grass roots effort. Now in 2017-2018 we are in the final growth stage. We were set to embrace a 3 story building with adequate parking for the 2 floors of residents and hoping the current parking will accommodate the new retail floors and possible restaurant. The efforts we made to shift cars to the outer perimeter is now in jeopardy with the development of the apartments at 1st and Washington and the future hotel at the corner of 1st and Main (the old Broom Factory site). Will our parking be further derailed by the new plan, with 4 stories to accommodate an additional floor of offices space (approx. 8000 sq. feet?) that requires zero additional parking stalls? We at the North End of the 100 block are land locked and a "Hot Spot" for lack of parking according to the parking survey which was done before the last 2 buildings were completed. As property owners we strongly urge you to consider the impact an additional floor could do to this area and the surrounding businesses. Not to mention the visual impact that could effect the quaintness of our Historic District which is now listed on the National register.

We know parking comes with a price tag but so does loosing what was built over the past 30 years. Please consider the impact this will have on the district as a whole. A district that young and old embrace. A district that is envied by guests and visited by tourists. Tourists that support the local economy and tax, but need a place to park. We have adapted to change and have been as proactive as we can. Now we need your support to assess what this new request to change the MU2 building could bring to the district parking needs at this date, not with future promises of additional parking dreams.

Thank You for your time, I hope it was time well spent. I believe the 4 hour time I spent at the Planning and Zoning meeting in December was time well spent for my investment in downtown Cedar Falls.

Thank You,

Andy and Julie Shimek

104 Main St

January 4, 2018

Dear Department of Community Development, City of Cedar Falls:

Thank you for the recent correspondence allowing for comments pertaining to requested changes to the MU2 building at 100 E 2nd Street. Unfortunately I was out of town the evening of December 13, 2017 when the Planning and Zoning Commission considered this issue. I appreciate the opportunity to voice my concerns and opinion.

As a property owner of a building in the 100 block of Main (120 Main St.), I have a real close attachment to this future building project. My current tenant, Runner's Flat, along with numerous other retail stores on Main have an ongoing difficulty with lack of parking for their customers. This problem keeps growing. Due to urban expansion and popularity of more residents now residing within the Historic Downtown District, this problem keeps expanding. But I totally agree change and growth is good for our city. Yet Main St. still retains its charm and uniqueness, primarily due to the professionalism of stakeholders in downtown businesses, along with Community Main Street personnel, who have endured so many growing pains over the past three decades. But with each new building venture on the horizon, there are detriments that occur that do not benefit Cedar Falls in the long term.

Addressing specifically 100 E 2nd Street, not too many years ago a smaller structure (2 stories) was proposed which consisted of retail on street level and a needed Event Space on 2nd level. But even at this time many local merchants were already worried about insufficient parking.

Reviewing this new proposal of a 3 story or 4 story building which is vertically and horizontally much larger than this section of downtown needs at this specific location; I feel there are way more negatives than positives with this change request.

Will this new structure complement the character of the immediate surrounding buildings, of which nearly 90% are 2 stories in height? This quickly raised a detrimental red flag. Would this new building at either 48 or 56 feet tall be a net positive or negative for a continued healthy downtown Cedar Falls?

Yes, it will provide more office space and rental units, but unfavorably will impact much needed parking concerns. Along with hindering parking I feel there will be sight hindrances, adverse shopping consequences, and a large dent in the wholesomeness of downtown recreation and living. The visual sight impact of the downtown area is due to the closer proximity in relation to Main Street. The recently erected 4 story buildings are located to the east of State Street. I personally feel between 1st Street and 6th Street and between Washington Street and State Street no high rise buildings over 2 stories should be built. This allows for all citizens of Cedar Falls along with arriving visitors to have a sense of small town community throughout the entire shopping/dining/entertaining district without obstruction of high rise buildings. There is a definite need for a walking area from Main Street to parking lots, bike/hiking trails, river activities and community happenings.

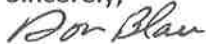
Item G.2.x.

Again I am not saying high rise structures should never be built downtown. Buildings of 3-4 stories should be built a minimum of a block removed from Main Street.

In closing, I truly feel a new structure larger than 2 stories will greatly deter from the ambience and colorful, artsy character of downtown Cedar Falls. Personally the City needs to promote more parking, green spaces, and the spectacular view of the river, especially from Main Street locations. The lot discussed at 100 E 2nd Street would be so better utilized as a parking lot/open space due to closeness to retail shops on Main Street and also proximity to river and bike trails.

Thank you for your time.

Sincerely,



Don Blau

Owner – 120 Main Street

Cell phone (319-290-4949)

Brent Johnson
621 Clay St
Cedar Falls, IA 50613

Re: Agenda Item 4-D: River Place Development (100 E 2nd Street)

As an adjacent property owner (122 (Stam Chocolate)/124(Edward Jones) Main) and downtown business owner (217 Washington) I have some concerns regarding the 100 E 2nd Street proposed amendments. While I was initially supportive of the original plan, these changes bring up 3 points that I believe are important to consider before making any decisions.

- 1) Parking – the newly constructed parking lot was built for the original set of building plans. While the current code doesn't require any additional parking, common sense tells me that adding an additional floor will tax the previously anticipated capacity of the new parking lot. The first floor alone will add dozens of employees, and shoppers, to the immediate area most likely filling the lot to capacity. The response 'we will require staff in these businesses to park elsewhere' is lip service.

Regarding the addition of an additional office floor.

- a. A quick Google search about guidelines in office space requirements told me the following:
 - i. Offices range in size from 100 to 300 sqft
 - ii. Common areas make up 10 to 20% of the entire space
- b. The office square footage is estimated to be between 8,000 and 13,000 sqft
- c. Which gives us approximately space enough for 40 employees.
 - i. $(10,000\text{sqft} \times 80\% \text{ of useable office}) / 200\text{sqft per office} = 40 \text{ people}$

I also do not see any handicap parking spaces, something important for one of my tenants, in any of the parking spots designated as public. How many spots will need to be lost to convert to an appropriate number to address this.

I am one of the few people downtown that believe we don't have a 'parking problem.' Without hearing anything different than what is being presented, it wouldn't take much to change my mind regarding this, specifically behind the 100 block, if this project were to proceed as amended. It will affect the ability of me, and many others, to lease our properties to businesses and residents as well as impact the success of the businesses that occupy those spaces.

- 2) There is already office space downtown – it is located at 200 State Street. While I am wholly supportive of the business incubator concept, this is low rent office space in an extremely attractive location. This space is also subsidized financially by the City of Cedar Falls AND the TIF money that the downtown property owners generate.

A subsidized space doesn't need to be in such a premier location. The City also doesn't need to be assisting only one landlord develop long term clients to be fed into the landlord's other properties. At least not without giving the same level of assistance to other property owners.

Item G.2.x.

- 3) Downtown support for future projects – a LOT of time was spent by Community Main Street and concerned business and property owners during the concept phases of this project. The amount of buy-in, though somewhat reluctant in many cases, was based off the plans for the original MU2 building and corresponding parking lot. It's my opinion that much of this support would not have existed had interested parties been presented with the plan as shown now.

The developers have obviously been working on plan changes for some time for us to have been handed amended P&Z plans the day AFTER work began. Had they re-approached CMS and interested property and business owners the alarm might not have been so much. Having these changes delivered to us during the busiest shopping period of the year may have muffled some of the alarm.

I fear that for this reason new downtown projects will come up against fierce resistance and skepticism if this is what we are to expect in the future. It could poison the well for years to come for many well deserving projects.

While I am supportive of this project in its original concept, this new proposal alarms me. With the highway & river boxing us in from the north and east we need to make sure we are 100% positive that the additional spaces created in the original parking lot concept will accommodate the employees of the retail and restaurant operations, the new customers those businesses will bring in, and the 40-ish office workers that could come with an extra floor. Building a parking lot with 10 extra spaces seems hardly sufficient for those potential numbers. This has the potential to be a mistake that we never be able to correct if done wrong.

Also, if office space is in such high demand (today) as the developer states, perhaps one of the floors of apartments from the original plan could be converted to office. The parking that was required for those apartments would be perfect. I believe that it should be the responsibility of the developer to make what is inside the shell work financially, not its neighbors.

Lastly, now that the downtown district is built out to the east, development on Washington Street will be sure to be next. It's already happening with the old Iowa Sports Supply site. As a Washington Street business owner, I'm concerned about how the growth of downtown to the west will affect my business in the future, as well as my home if it grows that far south. Hopefully we can finalize some code changes that will bring some clarity and common sense before we get too far along.

I think we all want an exciting, growing, and vibrant downtown but it can't be at the cost of those who have made it what it is today.

Thank you,

Brent Johnson

(515) 290-1008



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 01, 2018
SUBJECT: Baird Mounting Systems/Threads Culture Economic Development Project

At their March 19, 2018 meeting, City Council approved a Development Agreement with ACOH, L.L.C. (holding company for Baird Mounting Systems and Threads Culture) for their new 30,000 sf. manufacturing and office facility to be constructed in the West Viking Road Industrial Park. As Council may recall, the major new construction project will have a minimum building valuation of \$1,400,000 with a total project cost of \$2,610,000 that includes machinery/equipment, computer hardware/software, furniture/fixtures, and other building related expenses.

Since City Council approval of the Development Agreement, staff has been working with the Greater Cedar Valley Alliance and Chamber and Baird Mounting Systems/Threads Culture to submit a High Quality Jobs Program application to the Iowa Economic Development Authority. The High Quality Jobs Program provides qualifying businesses tax credits and direct financial assistance to off-set some of the costs incurred to locate, expand or modernize an Iowa Facility. Through this program, Baird Mounting Systems/Threads Culture is eligible to apply for a Construction Material Sales Tax Rebate (State of Iowa 6%), estimated by the Iowa Economic Development Authority at \$56,100 for this project. Also, the company is eligible to apply for an Investment Tax Credit, estimated by the Iowa Economic Development Authority at \$39,400 for this project. Lastly, the company is eligible to apply for a Research Activities Tax Credit, estimated by the Iowa Economic Development Authority at \$15,000 for this project. While these programs are funded by the State of Iowa, a local governmental entity (in this case the City of Cedar Falls) must submit the application on behalf of the company.

A copy of the completed Business Financial Assistance Application for Baird Mounting Systems/Threads Culture is attached for your review. The highlights of the application would include Section C-2/C-3 Project Budget & Financing, Section C-5 Tax Credits/Indirect Financing, and Section E Jobs Created. Again, the total assistance being requested from the State of Iowa is estimated at \$110,500.

Item G.2.y.

The Community Development Department recommends that City Council approve and adopt the following:

1. Resolution approving and authorizing submission of a High Quality Jobs Program Business Financial Assistance Application to the Iowa Economic Development Authority on behalf of Baird Mounting Systems/Threads Culture.

If you have any questions pertaining to this project, please contact the Community Development Department.

xc: Stephanie Sheetz, Director of Community Development
Sean Abbas, Baird Mounting Systems/Threads Culture
Maicie Pohlman, Iowa Economic Development Authority
Cassie Grimsman, Greater Cedar Valley Alliance



Debi V. Durham, Director
Iowa Economic Development Authority

Business Financial Assistance Application

Business Finance - Business Development Division
Iowa Economic Development Authority
200 East Grand Avenue
Des Moines, Iowa 50309-1819
iowaeconomicdevelopment.com
Telephone: 515.348.6153 Email: businessfinance@iowaeda.com

Application Instructions

To Complete Electronic Form: Click on TEXT BOX to add text. Double click on YES/NO boxes and select "Checked".

1. All applicants must complete the Business Financial Assistance Application and attach only those additional sections for the components to which the applicant is applying.

<p><u>STATE of IOWA – Financial Assistance Program</u></p> <p>High Quality Jobs Program (HQJ)</p> <p><input checked="" type="checkbox"/> Tax Credits</p> <p><input type="checkbox"/> Direct Financial Assistance</p>
--

2. Before filling out this application form, please read all applicable sections of the Iowa Code and Iowa Administrative Code (rules). <https://www.legis.iowa.gov/law/administrativeRules>
3. Only typed or computer-generated applications will be accepted and reviewed. Any material change to the format, questions, or wording of questions presented in this application will render the application invalid and it will not be accepted.
4. Complete the applicable sections of the application fully. If questions are left unanswered or required attachments are not submitted, an explanation must be included.
5. Use clear and concise language. Attachments should only be used when requested or as supporting documentation.
6. Any inaccurate information of a significant nature may disqualify the application from consideration.
7. The following must be submitted to Business Finance at IEDA to initiate the review process:
 - One **original**, signed application form and all required attachments
 - One **electronic** copy of the application form and all required attachments

Facsimile copies will not be accepted.

Applications must be submitted to IEDA Business Finance before 4:00 p.m. on the fourth Monday of the month.

Applications will be reviewed by the IEDA Board on the third Friday of the following month.

Item G.2.y.

Public Records Policies

During the application process, the information submitted by you to IEDA is exempt from disclosure under the “industrial prospects” exemption found in Section 22.7(8). However, once you receive an award, the industrial prospects exemption no longer applies and *all documents submitted and generated during the application and negotiation process become public records* under Iowa’s Open Records Law ([Iowa Code, Chapter 22](#)), unless

- 1) The information belongs to one of the classes of records automatically treated as confidential; or
- 2) You have applied for and received written notice that your information will be treated as confidential.

Automatically Confidential Records

IEDA automatically treats the following records as confidential and will withhold them from public inspection even without a request for confidential treatment:

- Tax Records and Tax Liability Information
- *Quarterly Iowa Employer’s Contribution and Payroll Report* prepared for the Iowa Workforce Development Department
- Payroll Registers
- Business Financial Statements and Projections (unless those statements are already publicly available elsewhere, e.g., 10-K filings)
- Personal Financial Statements

Exemptions to the Open Records Law

If you wish to have additional information treated as confidential, you must fill out the confidential treatment request form. This form is available by request. Under the Open Records Law, IEDA may lawfully treat certain information as confidential if that information falls within an exemption to the Open Records Law. The following exemptions represent records which may lawfully be treated as confidential under the Open Records law and which are most often applicable to the information submitted to IEDA:

- Release of information would give an unfair advantage to competitors – Iowa Code Sec. 15.118
- Trade secrets – See Iowa Code section 22.7(3), see also Iowa Code Ch. 550
- Information on an industrial prospect with which the IEDA is currently negotiating – See Iowa Code section 22.7(8)
- Communications not required by law, rule or regulation made to IEDA by persons outside the government to the extent that IEDA could reasonably believe that those persons would be discouraged from making them to IEDA if they were made available for general public examination – Iowa Code section 22.7(18)

Non-Confidential Information

Information that is submitted to IEDA as part of the application process or that is contained in a contract for program benefits is generally considered material to the eligibility requirements of the program or to the amount of incentives or assistance to be provided. Such information is generally not given confidential treatment. Such information includes but is not limited to, the number and type of jobs incented, the wage levels for the incented jobs, your company’s employee benefit information, and your project budget.

Additional Information Available. Copies of [Iowa’s Open Record law](#) and IEDA’s [administrative rules](#) relating to public records are available from the IEDA upon request.

SECTION A

Applicant Information

Date Application Submitted:

- 1. **Name of Business:** Baird Mounting Systems/Threads/ACOH, LLC
- 2. **Entity Name(s) for contracting** (please include all that are involved in proposed project):
ACOH, LLC
Baird Supporting Systems, Inc. (d/b/a Baird Mounting Systems)
The Threads, Inc. (d/b/a Threads Culture)
- 3. **Address:** 7103 Chancellor Dr #700
- 4. **City, State & Zip Code:** Cedar Falls, IA 50613
- 5. **Contact Person:** Sean Abbas **Title:** Owner & President
- 6. **Phone:** (319) 240-2795 **Fax:** n/a **Email:** sean@threadsculture.com
- 7. **FEIN:** ACOH - 26-3584289
Baird Supporting Systems, Inc. (d/b/a Baird Mounting Systems - 26-3584384
The Threads, Inc. (d/b/a Threads Culture) - 45-3762718
- 8. **Please indicate your tax period end date:** 12/31/2017 calendar year
- 9. **NAICS Code for primary business operations:** Baird Mounting Systems: 334220
Threads: 541511
- 10. **US DOT Number:** n/a
- 11. **Does the Business file a consolidated tax return under a different tax ID number?**
 Yes (If yes, please also provide that tax ID number) No
- a. **Is the contact person listed above authorized to obligate the Business?**
 Yes No If no, please provide the name and title of a company officer authorized to obligate the Business:
- 12. **If the application was prepared by someone other than the contact person listed above, please complete the following:**
Name of Business: Greater Cedar Valley Alliance & Chamber
Address: 360 Westfield Ave, Suite 200
City, State & Zip Code: Waterloo, IA 50701
Contact Person: Cassie Grimsman Title: Business Services Coordinator
Phone: (319) 232-1156 Fax: (319) 233-4580 Email: cgrimsman@cedarvalleyalliance.com

Sponsor Information (A sponsor organization is a city or county)

- 13. **Sponsor Organization:** City of Cedar Falls
- 14. **Official Contact (e.g. Mayor, Chairperson, etc.):** Jim Brown **Title:** Mayor
- 15. **Address:** 220 Clay St.
- 16. **City, State & Zip Code:** Cedar Falls, IA 50613
- 17. **Phone:** (319) 273-8600 **Fax:** (319) 268-5126 **Email:** jim.brown@cedarfalls.com
- 18. **If IEDA needs to contact the sponsor organization with questions, should we contact the person listed above?**
 Yes No, please contact the following person:

Name: Shane Graham Title: Planner II
Address: 220 Clay St.
City, State & Zip Code: Cedar Falls, IA 50613
Phone: (319) 268-5160 Fax: (319) 273-8610 Email: shane.graham@cedarfalls.com

If necessary, please list information on additional sponsors in an attachment.

Item G.2.y.

SECTION B

Business Information

1. **Provide a brief description and history of the Business. Include information about the Business' products or services and its markets and/or customers.**

Threads Culture is a software company based at 200 State Street, Cedar Falls , with offices in Clarion, Iowa, Minneapolis, Minnesota and Iowa City, Iowa. Threads has 8 full-time and 3 part-time employees. Five of our employees have been added in the last year. We have clients in more than 30 states and 8 countries around the world. The company is growing rapidly.

Baird Mounting Systems is a manufacturing business located in Waterloo, Iowa. Baird has 10 employees and provides antenna mounting systems all over the world. Baird is also experienced record sales growth in 2017.

ACOH, is the real estate holding company that owns the building in Waterloo in which Baird resides at 3160 Logan Avenue.

2. **Business Structure:**

- Cooperative Corporation Limited Liability Company
 Partnership S-Corporation Sole Proprietorship

3. State of Incorporation: Iowa

4. Identify the Business' owners and percent ownership: Sean Abbas: 51%, Ben Abbas: 49%

5. Does a woman, minority, or person with a disability own the Business? Yes No

6. List the Business' Iowa locations and the most current number of employees at each location.

Baird:

Waterloo, IA – 10 full-time employees

Threads:

Cedar Falls, IA - 2 full-time employees

Clarion, IA 2 full-time employees

Iowa City, IA 1 full-time employee

Minneapolis, MN 3 full-time employees

7. What is the Business' worldwide employment? (Please include employees of parent company, subsidiaries, and other affiliated entities in this figure.)

Threads Culture: 8 FTE

Baird Mounting Systems: 10 FTE

Project Information

8. **Project Street Address:** Lots 14, 15, 16 on Development Drive

Project City & Zip Code: Cedar Falls, IA 50613 **Project County:** Black Hawk County

9. **Type of Business Project:**

Startup (Threads) Expansion of Iowa Company (Baird Mounting Systems) New Location in Iowa

10. **Does the project site qualify as a "Brownfield" or "Grayfield" site?** Yes No

If yes, please explain and document as Attachment A6.

11. **Describe the proposed project for which assistance is being sought. (Include project timeline with dates, facility size, infrastructure improvements, proposed products/services, any new markets, etc.)**

Build a new building in the Cedar Falls Industrial Park in Cedar Falls, IA to house both Baird Mounting Systems operations and Threads. Estimated to begin in late May 2018. Sean Abbas owns both companies and need them to be in the same location. Would otherwise look to sell Baird Mounting Systems, which would likely cause the company to move outside of Iowa.

12.

Project Timeline <i>(add additional rows as needed)</i>	Beginning Activity Date	Activity Completion Date
Construction	Estimated May 2018	Target goal by Dec 2018 or early 2019

13. **Has any part of the project started*?** Yes No
 If yes, please explain.

** For IEDA’s purposes, starting the project includes: the start of construction or rehabilitation, the purchase of a building, the execution of a lease, or the installation of equipment to be used in the project.*

14. **Identify the Business’ competitors.** If any of these competitors have Iowa locations, please explain the nature of the competition (e.g. competitive business segment, estimated market share, etc.) and explain what impact the proposed project may have on the Iowa competitor.

Baird Mounting System’s primary competitors are not located in Iowa. Baird competitors include (1) local mount fabricators in foreign countries (approx ½ of sales are eventually exported), (2) GD Satcom in the satellite mount space and (3) mount companies in the wireless space like Site Pro 1 and Commscope.

Threads Culture’s primary competitors are not located in Iowa. Competition includes performance management and employee engagement software providers who are primarily located on the East and West Coasts of the United States (ex - 15Five, Bamboo HR, Cornerstone on Demand, Success Factors, etc.).

15. **Will any of the current Iowa employees lose their jobs if this project does not proceed?**
 Yes No

If yes, please explain why and identify those jobs as “retained jobs” in the Project Jobs Section E.

If Baird Mounting Systems were not to move to the same location at Threads, Sean Abbas would likely sell Baird Mounting Systems. The buyer would likely move operations of Baird Mounting Systems outside of the state of Iowa.

Without the new facility it will be difficult for Threads to maintain its HQ in the Cedar Valley and recruit future employees to the Cedar Valley. Future employee growth and the Threads HQ location would likely shift to Minneapolis, MN and our largest concentration of employees.

16. **Is the Business actively considering locations outside of Iowa?** Yes No
 If yes, where and what assistance is being offered?

17. **Please identify the company project management for the project location and experience.**
 We are planning to use Fred Rose of The Rose Companies (<http://www.designbuildrose.com/>) in Cedar Falls, IA for project management on the construction of the facility.

Item G.2.y.

SECTION C

Applicant's Project Budget

1. Does the Business plan to lease the facility? Yes No

If yes, please provide the Annual Base Rent Payment (lease payment minus property taxes, insurance, and operating/maintenance expenses) for three years in the budget below, and only major renovation costs your company expects to incur. Administrative rules require that the lease be in place for a minimum of five years.

2. Please complete the budget below. Include only costs the company plans to incur directly:

Use of Funds	Cost	Source A	Source B	Source C	Source D	Source E	Source F
Base Rent (3 years)	0						
Tenant Improvements							
Land Acquisition							
Site Preparation	\$420,000				420,000		
Building Acquisition							
Building Construction	\$1,450,000			132,000	1,318,000		
Building Remodeling							
Mfg. Machinery & Equip.	\$80,000			80,000			
Other Machinery & Equip.	\$20,000			20,000			
Racking, Shelving, etc. ¹							
Computer Hardware	\$20,000			20,000			
Computer Software	\$15,000			15,000			
Furniture & Fixtures	\$25,000			25,000			
Working Capital							
Research & Development	\$300,000			300,000			
Other							
TOTAL	\$2,330,000			\$592,000	\$1,738,000	\$	\$

¹ Racking, shelving and conveyor equipment used in distribution center projects only

3. Please complete the chart below with proposed financing for the project (tax benefits should be reflected as indirect financing under #5 below):

PROPOSED FINANCING					
Source of Funds	Amount	Form of Funds	Rate and Term	Commitment Status	Conditions/Additional Information
Add additional lines as needed		(Loan, Grant, In-Kind, Donation, etc.)			Include when funds will be disbursed; If loan, whether payments are a level term, balloon, etc
Source A: IEDA (see #4 below)	\$0				
Source B: Local Government					
Source C: Business	\$592,000	Company funds of Baird & Threads			
Source D: Other Source	\$1,738,000	Bank Commercial Loan			
Source E: Other Source	\$				
Source F: Other Source	\$				
TOTAL	\$2,587,000				

4. **Direct financial assistance (loans/forgivable loans) must be secured with acceptable collateral. Please select the type of collateral your company will pledge to secure the IEDA financing, and document its value in Attachment A5. ***

No collateral, funding disbursed at the end of the 5-year contract	<input type="checkbox"/>	Explain:
Irrevocable letter of credit	<input type="checkbox"/>	
Dedicated certificate of deposit (CD)	<input type="checkbox"/>	

* The IEDA Board has the final discretion on what collateral will be accepted.

5. Please complete the chart below with tax credits and other indirect financing expected for the project:

TAX CREDITS AND INDIRECT FINANCING		
Source of Funds	Amount	Description
Investment Tax Credit	39,400	HQJP from IEDA
Sales, Service & Use Tax Refund	56,100	Sales Tax Refund, HQJP from IEDA
Research Activities Credit (3%/10%)	\$15,000	
Local Property Tax Exemption	\$103,950	5 year tax abatement
Tax Increment Financing		
260E Job Training Funds		
In-kind Contribution		
Other	\$257,000	Land gifted from city
TOTAL	\$477,050	

6. **There are three justifiable reasons for providing assistance. Check the box next to the reason why assistance is needed to complete this project.**

Financing Gap - A gap exists between the financing required and the financing on-hand and the provision of tax incentives or assistance is necessary to fill the gap.

Rate of Return Gap –The likely returns of the project are inadequate to motivate a company decision maker to proceed with the project even if sufficient debt or equity can be raised to finance the project, and the project’s risks outweigh its rewards, making the provision of tax incentives or assistance necessary to reduce the project’s risks.

Location Disadvantage (Incentive) –The business is deciding between a site in Iowa (“Iowa site”) and a site in another state (“out-of-state site”) for its project and the cost of completing the project at the out-of-state site is demonstrably lower, making tax incentives or assistance necessary to equalize the cost differential between the two sites. Note: The authority will attempt to quantify the cost differential between the sites.

7. **Please provide a brief explanation of the need for assistance.**

The land provided by Cedar Falls and the tax incentives from the state will help us to fund the project. Without that, we would need to wait.

SECTION D

Employee Benefits

There are three options to meeting the sufficient benefit requirement. These options are detailed in the chart below. Please complete questions 1-3. If your company meets Option 1 or 2, no additional information is required. If you would like to utilize Option 3, please also complete questions 4-6.

	Option 1	Option 2	Option 3
	80% single Coverage	50% Family coverage	Monetary Equivalent
Total Number of Employees in US	Pay 80% of premium costs for a standard medical plan, single coverage.	Pay 50% of premium costs for a standard medical plan, family coverage.	Provide medical and pay the monetary equivalent of Option 1 or Option 2 in supplemental employee benefits. <i>Benefits Counted Toward Monetary Equivalent: Medical coverage, Dental coverage, Vision insurance, Life insurance, Pension, 401(k) (company’s Average contribution, Short-/long-term disability insurance, Child care services, Other nonwage compensation</i>
250+	\$1250 maximum deductible	\$2500 maximum deductible	
50-249	\$2250 maximum deductible	\$4500 maximum deductible	
0-50	\$2000 maximum deductible	\$4000 Maximum deductible	

1. How many full-time, permanent employees does your company currently employ within the U.S.?

Threads Culture: 8 FTE
Baird Mounting Systems: 10 FTE

Item G.2.y.

2. What is the total premium cost for a standard medical plan for **single employee coverage**? The total premium cost for a single averages about \$375.00 per month for the CompleteBlue 3000 HMO - Silver Plan.
- What portion of this cost is paid by the business? Employer benefits contribution pays 100% on average.
 - What is the deductible associated with this plan? \$3,000 person deductible.
3. What is the total premium cost for a standard medical plan for **family coverage**? The total premium cost on average for a family plan is \$915.00 per month for the CompleteBlue 3000 HMO - Silver Plan.
- What portion of this cost is paid by the business? Employer benefits contribution pays on average 90%
 - What is the deductible associated with this plan? \$3,000 person / \$6,000 family deductible

No additional information required, in this section, if your company meets the requirement for Option 1 or Option 2

4. Does your company provide additional benefits to full time employees? Yes No
 If yes, please provide the annual amount **offered by the business, per employee** in the chart below:
 To remain competitive with recruiting and retaining employees, we moved both companies to an annual company benefits contribution for employees. Employees can use all of this money for insurance. If they decline insurance or have left over money after their insurance elections, the remainder goes in to the employee's 401-K. Details are:
- \$10,000 annual company benefits contribution, paid monthly for Threads full-time employees or \$8,200 annual company benefits contribution, paid monthly for Baird full-time employees
 - Employees can use the benefits contribution as (1) 401-K contribution, or (2) Blue Cross / Blue Shield health plan or any combination of the above
 - \$50.00 monthly mobile phone allowance

Benefit	Annual amount paid by the business (per employee):
Dental Insurance – Single plan	\$
Dental Insurance – Family plan	\$
Pension (Use 3-year average calculated below)	\$
Retirement Plan - i.e. 401(k) (Use 3-year average calculated below)	\$
Profit Sharing Plan (Use 3-year average calculated below)	\$
Childcare Services	\$
Life Insurance coverage	\$
Disability Insurance coverage	\$
Health Savings Account (HSA) contribution	\$
TOTAL	\$

5. Does the Business offer a pension plan, 401(k) plan, and/or retirement-plan? Yes No
 If yes, please indicate the amount contributed on a per employee basis by the Business to the plan for the last three years. For 401(k) plans, please provide information on the company match and indicate the average annual match per employee.

Year Ending	Average Actual Match per Employee (\$)
	\$
	\$
	\$
Three-year Average:	\$

6. Does the Business offer a profit-sharing plan? Yes No
 If yes, please indicate total amount paid out each year for the past three years and then, determine the average annual bonus or contribution per employee for that three year period.

Year Ending	Average Actual Share per Employee (\$)
	\$
	\$
	\$
Three-year Average:	\$

Notes:

- 1. *A qualified plan must be offered to all full-time permanent employees.*
- 2. *If you have multiple health insurance plans, please provide information on each plan.*

SECTION F

Business Taxes

IEDA is required to calculate the return on state and local government investments in this project. Data from other parts of the application will be combined with the estimates requested below to calculate the required return on investment information. Please read the following directions carefully:

- IEDA is asking for a best estimate on the increase in taxes associated with this project.
- Estimates should only include the expected increase in tax liability resulting from this project.
- At minimum, IEDA needs estimates for the first three years of the project.
- Show data as if no tax abatements or tax credits awarded for this project were taken.
- For partnership forms of ownership (e.g. limited partnerships, s-corporations, LLC, etc.), please estimate the partners' increase in Iowa tax liability due to this project.
- Sales and use taxes refer to the taxes paid on materials, etc. that the Business purchases, not taxes you collect from sales to your customers.
- Applicants will not be held to these numbers with respect to any award from or contract with IEDA.
- This page of the application will automatically be treated as **confidential**.

Increase in Tax Collections Associated with this Project

State Business Taxes	Year 1	Year 2	Year 3	Year 4	Year 5
State Corporate Income Tax*					
State Business Sales and Use Tax					

* Insurance Companies: Provide State Insurance Premium Tax
 As an S-Corp, both Baird and Threads receive income tax deductions for out of state sales. In the case of Baird, approximately 99.5% of sales are exported internationally or outside the state of Iowa. Threads anticipates using net operating loss carry-forwards and considerable spending growth to maintain its high growth rates (50-100%).

Local Business Taxes	Year 1	Year 2	Year 3	Year 4	Year 5
Local Real Estate Property Tax	\$11,550	\$18,480	\$25,410	\$32,340	\$39,270
Local Option Sales Tax					

CONFIDENTIAL

Item G.2.y.

SECTION G

Attachments

Please attach the following documents:

A1 Project Plan

Please provide an executive summary for your project. This information should include, at a minimum, expanded information about the company's products and services and any other project related information that has not already been described in the application for financial assistance.

Please note, a traditional business plan, including an executive summary, market analysis, organization and management structure, marketing and sales management, service and product line narrative, financial projections, feasibility study and patent status, as well as any other relevant information, may be requested by the Iowa Economic Development Authority to evaluate the feasibility of this project.

A2 Payroll Information (Confidential)

- Copies of the Business' **Quarterly Iowa Employer's Contribution and Payroll Report** for the past year. This report should include the monthly employment totals.
- **A copy of the most recent payroll report for one pay period.** The copy of the most recent payroll report for one pay period must be in Excel format and include the following information:
 - Company name, date of payroll and source of payroll information
 - Employee name and/or employee identification number
 - Current hourly wage - do not include bonuses or other benefit values
 - Indicate if the employee is full time (40 hours per week, 52 weeks per year) or part time.
 - A sample Excel spreadsheet can be provided by IEDA staff

A3 Affidavit that states the Business has not, within the last five years, violated state or federal statutes, rules, and regulations, including environmental, worker safety regulations and antitrust laws, or, if such violations have occurred, that there were mitigating circumstances or such violations did not seriously affect public health or safety or the environment. A sample affidavit can be provided by IEDA staff.

A4 Financial Information (Confidential, unless already publicly available) (Existing Businesses Only)

- Profit and loss statements and balance sheets for past three year-ends;
- Current YTD profit and loss statement and balance sheet;
- Schedule of aged accounts receivable;
- Schedule of aged accounts payable; and
- Schedule of other debts.

A5 Collateral documentation (If requesting direct financial assistance only)

A6 Brownfield or Grayfield site documentation (if applicable)

SECTION H

Certification & Release of Information

- 1. Are there any judgments or court actions completed or pending against the applicant entity, or any current or prospective officer, principal, director, or owner?
2. Has any current or prospective officer, principal, director, or owner been accused or convicted of any wrongdoing or crime, other than a simple misdemeanor?
3. Have there been any current or past bankruptcies on the part of the applicant entity (or predecessor entities), or on the part of any current (or prospective) officer, principal, owner or in any business dealings of current (or prospective) officers, principals, or owners of the applicant entity?
4. In the last five years have there been, or are there currently any investigations of potential violations of public health, safety (including workplace safety) or environmental laws by the applicant entity, or any current or prospective officer, principal, director, or owner?
5. In the last five years have there been, or are there currently any violations of antitrust laws by the applicant entity, or any current or prospective officer, principal, director, or owner?
6. If yes to any of the above, please provide additional explanation:

I hereby give permission to the Iowa Economic Development Authority (IEDA) to research the Business' history, make credit checks, contact the Business' financial institutions, insurance carriers, and perform other related activities necessary for reasonable evaluation of this application. I also hereby authorize the Iowa Department of Revenue to provide to IEDA state tax information pertinent to the Business' state income tax, sales and use tax, and state tax credits claimed.

I understand that all information submitted to IEDA related to this application is subject to Iowa's Open Record Law (Iowa Code, Chapter 22), unless specifically marked as confidential section.

I understand that IEDA reserves the right to negotiate the financial assistance.

I understand this application is subject to final approval by IEDA and the Project may not be initiated until final approval is secured. Furthermore, I am aware that funds will not be disbursed until a contract has been executed and the appropriate terms have been met.

I understand that upon execution of the contract and prior to the issuance of a tax credit number or the disbursement of Award Funds, a recipient shall pay IEDA a one-time compliance cost fee in the amount of \$500. In addition, if tax benefits are greater than \$100,000, the Recipient shall remit to IEDA a compliance cost fee 0.5% of the value of the Tax Incentives claimed pursuant to the contract. The fee will be due and payable upon filing the Recipient's annual tax return for each tax year in which tax credits are claimed under the contract.

I hereby certify that all representations, warranties, or statements made or furnished to IEDA in connection with this application are true and correct in all material respect. I understand that it is a criminal violation under Iowa law to engage in deception and knowingly make, or cause to be made, directly or indirectly, a false statement in writing for the purpose of procuring economic development assistance from a state agency or subdivision.

For the Business:

For the Sponsor(s):

Signature Date

Signature Date

Name and Title (typed or printed)

Name and Title (typed or printed)

IEDA will not provide assistance in situations where it is determined that any representation, warranty, or statement made in connection with this application is incorrect, false, misleading or erroneous in any material respect. If assistance has already been provided prior to discovery of the incorrect, false, or misleading representation, IEDA may initiate legal action to recover incentives and assistance awarded to the Business.



ACOH, LLC
30,000 Sq Ft
Manufacturing/Office
Facility

Item G.2.y.



Project Site: 3.94 Acres



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

INTEROFFICE MEMORANDUM

TO: Mayor Brown and City Council Members
FROM: Jennifer Rodenbeck, Director of Finance & Business Operations
DATE: May 4, 2018
SUBJECT: Sewer Rate Increases

On April 16th, a sewer rate study was presented at the Council Committee meeting. During that meeting, staff presented the projects that were coming up that were to be financed by the Sewer Fund. These projects included the West 1st Street Sewer and the Digester Rehabilitation project. Staff also noted future major projects that may be needed due to EPA mandates.

Staff also presented that the City would be selling sewer bonds to finance these projects. Rate increases will be necessary to cover the increased debt service in the Sewer Fund. Staff proposed a recommendation of a 5% increase each year for the next 3 years. Attached is the ordinance that would implement that increase in sewer rates.

If you have any questions regarding the ordinance, please feel free to contact me.

ORDINANCE NO. _____

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.

(Ord. No. 2864, § 1, 6-6-16)

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.

(Ord. No. 2864, § 1, 6-6-16)

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.

(Ord. No. 2864, § 1, 6-6-16)

Item G.3.

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.

(Ord. No. 2864, § 1, 6-6-16)

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
<u>July 1, 2015</u>	<u>\$14.30 per 200 cubic feet of water used</u>	<u>\$2.56 per 100 cubic feet of water used</u>
<u>July 1, 2016</u>	<u>\$15.59 per 200 cubic feet of water used</u>	<u>\$2.79 per 100 cubic feet of water used</u>
<u>July 1, 2017</u>	<u>\$16.99 per 200 cubic feet of water used</u>	<u>\$3.04 per 100 cubic feet of water used</u>
July 1, 2018	\$18.52 per 200 cubic feet of water used	\$3.32 per 100 cubic feet of water used
<u>July 1, 2019</u>	<u>\$19.45 per 200 cubic feet of water used</u>	<u>\$3.49 per 100 cubic feet of water used</u>
<u>July 1, 2020</u>	<u>\$20.42 per 200 cubic feet of water used</u>	<u>\$3.66 per 100 cubic feet of water used</u>
<u>July 1, 2021</u>	<u>\$21.44 per 200 cubic feet of water used</u>	<u>\$3.84 per 100 cubic feet of water used</u>

(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 ~~\$3,002.60~~ 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.

(Ord. No. 2864, § 1, 6-6-16)

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

Item G.3.

- (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.
- (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.

(Ord. No. 2864, § 1, 6-6-16; Ord. No. 2887, § 1, 10-17-16)

Secs. 27-32—27-50. - Reserved.

INTRODUCED: _____

PASSED 1st CONSIDERATION: _____

PASSED 2nd CONSIDERATION: _____

PASSED 3rd CONSIDERATION: _____

ADOPTED: _____

James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

INTEROFFICE MEMORANDUM

TO: Mayor Brown and City Council Members
FROM: Jennifer Rodenbeck, Director of Finance & Business Operations
DATE: May 4, 2018
SUBJECT: Storm Water Rate Increases

On April 16th, a storm water rate study was presented at the Council Committee meeting. During that meeting, staff outlined the various projects on the current CIP that used storm water funding. Staff also noted that storm water rates have not been increased since their inception in FY07.

Staff also presented that the City would be selling bonds to finance the several projects listed on the CIP. Rate increases will be necessary to cover the increased debt service and to cashflow the storm water projects. Staff proposed a recommendation of a 5% increase each year for the next 4 years. Attached is the ordinance that would implement that increase in storm water rates.

If you have any questions regarding the ordinance, please feel free to contact me.

ORDINANCE NO. _____

AN ORDINANCE REPEALING ARTICLE III, STORM WATER MANAGEMENT PROGRAM, 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 FEE, 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 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

Item G.4.

NPS	Non-Point Source
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

(Ord. No. 2569, § 1, 2-13-06)

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.

Item G.4.

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.

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:

Item G.4.

- (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
- (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.

Item G.4.

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.

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

Item G.4.

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 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.

(Ord. No. 2569, § 1, 2-13-06)

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

Item G.4.

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:
- (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.

(Ord. No. 2569, § 1, 2-13-06)

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.

(Ord. No. 2569, § 1, 2-13-06)

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

Item G.4.

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.

(Ord. No. 2569, § 1, 2-13-06)

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 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.

(Ord. No. 2569, § 1, 2-13-06)

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.

(Ord. No. 2569, § 1, 2-13-06)

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 ~~unit~~ shall be assessed a fee in accordance with the following table:

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

~~of \$3.00 per month.~~

For every two-unit and multi-unit residential property, a fee in accordance with the following table of \$3.00 per month shall be assessed to each individual dwelling unit located on said property:

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

(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 of \$3.00 per month, plus an additional fee in accordance with the following table of \$5.00 per month 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 \$5.00 per month for each additional 10,000 square feet, or any part thereof, of impervious surface, located on the property.

<u>Effective Date of Rate</u>	<u>Base Rate</u>	<u>1st 10,000 sq. ft of impervious area</u>	<u>Each additional 10,000 sq. ft of impervious area</u>

Item G.4.

<u>July 1, 2006</u>	<u>\$3.00 per month</u>	<u>\$5.00 per month</u>	<u>\$5.00 per month</u>
<u>July 1, 2018</u>	<u>\$3.15 per month</u>	<u>\$5.25 per month</u>	<u>\$5.25 per month</u>
<u>July 1, 2019</u>	<u>\$3.31 per month</u>	<u>\$5.51 per month</u>	<u>\$5.51 per month</u>
<u>July 1, 2020</u>	<u>\$3.48 per month</u>	<u>\$5.79 per month</u>	<u>\$5.79 per month</u>
<u>July 1, 2021</u>	<u>\$3.65 per month</u>	<u>\$6.08 per month</u>	<u>\$6.08 per month</u>

- (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.
- (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~~public works~~ for, and be granted, a 50 percent reduction in the monthly storm water management fee.

(Ord. No. 2569, § 1, 2-13-06; Ord. No. 2575, § 1, 5-22-06; Ord. No. 2594, § 3, 9-11-06)

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.

(Ord. No. 2569, § 1, 2-13-06; Ord. No. 2575, § 2, 5-22-06)

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.

(Ord. No. 2569, § 1, 2-13-06)

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.

(Ord. No. 2569, § 1, 2-13-06)

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.

(Ord. No. 2569, § 1, 2-13-06)

Secs. 27-125—27-200. - Reserved.

Item G.4.

INTRODUCED: _____

PASSED 1st CONSIDERATION: _____

PASSED 2nd CONSIDERATION: _____

PASSED 3rd CONSIDERATION: _____

ADOPTED: _____

James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk